



## NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, SEPTEMBER 12, 2019

6:00 P.M.

GUADALUPE TOWN HALL

9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS

GUADALUPE, ARIZONA

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Anita Cota  
Councilmember

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

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[www.guadalupez.org](http://www.guadalupez.org)

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, September 12, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

### AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
  1. Approval of the August 8, 2019, Town Council Regular Meeting Minutes.
  2. Approval of the August 22, 2019, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item, unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
  1. **INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF GUADALUPE (RESOLUTION NO. R2019.17):** Council will consider and may take action to adopt Resolution No. R2019.17 which authorizes the Town of Guadalupe to enter into an Intergovernmental Agreement (C2019-24) for services between Maricopa County, administered by its Human Services Department, for the Guadalupe Street Repavement Project Phase VII (CDBG19GD). This project consists of removing and replacing approximately 11,673 square yards of asphalt on six (6) 30-foot streets from curb to curb. The streets are Calle Fortunado Serrano, Calle Juan Taeva, Calle Brigido Valenzuela, Calle Maximo Solarez, Ciculo S. Hernandez, and Jimenez Circle. Adoption of this resolution authorizes the Mayor to execute all documents in furtherance of this agreement and would provide the Town of Guadalupe \$438,873 of U.S. Department of Housing and Urban Development Community Block Grant funds.
  2. **EDUCATE, EMPOWER, SUCCEED PRESENTATION:** Representatives from Educate, Empower, Succeed (EES) will present program information related to vocational rehabilitation, tutoring, and pre-employment transitional services that are available to community members. Council may provide direction to the Town Manager.



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3. **BOYS AND GIRLS CLUB PRESENTATION:** Representatives from the Guadalupe Thunderbirds Branch Boys and Girls Club will provide an organizational update related to programming and services offered by the Boys and Girls Club. Council may provide direction to the Town Manager.

4. **LEASE AGREEMENT AMENDMENT – CONRADO F. BILDUCIA AMERICAN POST LEGION 124:** Council will consider and may take action to approve a request to amend the lease agreement with the Conrado F. Bilducia American Legion Post 124 to extend their the lease from a 50 year lease to a 60 year lease for use of the Guad Building, 8419 S. Avenida del Yaqui, Guadalupe, Arizona. The request to extend the lease is requested by the Conrado F. Bilducia American Legion Post 124. The request seeks to extend the initial term of the lease from 25 years to 35 years. Approval of this request would authorize the Town Attorney to prepare a lease amendment for subsequent Council action at a future Council meeting. Council may provide direction to the Town Manager and/or Town Attorney.

5. **EAST VALLEY REGIONAL HOMELESS COLLABORATION (RESOLUTION NO. R2019.18):** Council will consider and may take action to adopt Resolution No. R2019.18, that authorizes the Town of Guadalupe to join a coalition of East Valley jurisdictions that will collaborate on data sharing to find solutions to homelessness issues. Council may provide direction to the Town Manager.

6. **COUNCIL MEETING SCHEDULE:** Council will review and may take action to modify and approve the Town Council Regular Meeting schedule for September 2019 through December 2019. Council may provide direction to the Town Manager.

7. **SALE OF SURPLUS FIRE TRUCK:** Council will consider and may take action to authorize the sale of a 1996 Ferrera Pumper truck (vehicle identification number: 4S7HR0997UC021782) through public auction and in compliance with all public property statutes. The vehicle has been retired from Town service and is now considered a surplus vehicle. Council may provide direction to the Town Manager.

8. **SOLID WASTE, RECYCLING, AND DISPOSAL SERVICES REQUEST FOR PROPOSALS:** Council will review and may take action to approve a solicitation for solid waste, recycling and disposal services through a Request for Proposals (RFP). The Town has contracted with its current service provider since 2002. If approved, staff anticipates distributing the RFP on Monday, September 16, 2019, with a response due date of Friday, October 18, 2019. Council may provide direction to the Town Manager.

9. **TOWN SPEED HUMPS/BUMPS AND TRAFFIC CONTROL:** Council will consider the use of speed humps/bumps to control traffic speeds in Town. Council may provide direction to the Town Manager.

10. **CLAIMS:** Council will consider and may take action to approve the check register for August 2019, totaling \$562,484.92.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



September 6, 2019

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

**RE: September 12, 2019 Town Council Regular Meeting Information Report**

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

**Agenda Items:**

**G1. Intergovernmental Agreement for Services (Resolution No. R2019.17)** between Maricopa County administered by its Human Services Department and the Town of Guadalupe. Resolution No. R2019.17 authorizes the Town of Guadalupe to enter into an Intergovernmental Agreement (IGA) for the Guadalupe Street Repavement Project – CDBG19GD. Adoption of Resolution No. R2019.17 authorizes the Mayor to execute all documents in furtherance of this agreement. This IGA would provide the Town of Guadalupe with \$438,873 of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds to pave six street segments:

- 1) Calle Fortunado Serrano,
- 2) Calle Juan Taeva,
- 3) Calle Brigido Valenzuela,
- 4) Calle Maximo Solarez,
- 5) Ciculo S. Hernandez,
- 6) Jimenez Circle

The project area is in Quadrant IV of the Town's approved Street Maintenance Plan and will replace approximately 11,673 square yards of asphalt on six (6) 30-foot streets from curb to curb, as illustrated on the attached map. The \$438,873 will fund design, engineering, bid process, construction, project management, and inspections for the project, as summarized below. Construction is anticipated to begin in spring 2020.

CDBG 19GD Project Activity	Budget
Remove/ Replace Asphalt	\$ 361,873.00
Topographical Survey	\$ 8,000.00
Engineering Design/ Construction Documents	\$ 47,000.00
Construction Management	\$ 22,000.00
<b>Total</b>	<b>\$ 438,873.00</b>

As illustrated on attachments G1b. and G1c., since 2011 the Town of Guadalupe has received \$3,172,015 through the CDBG process for street repaving projects, which has improved conditions of streets throughout the Town. (Pages 16-59)

**G2. Educate, Empower, Succeed Presentation:** Representatives from Educate, Empower, Succeed (EES) will provide a presentation to the Town Council concerning statewide educational and vocational services offered by EES. (Pages 60-68)

**G3. Boys and Girls Club Presentation:** Representatives from the Thunderbirds Branch Boys and Girls Club will provide an organizational update to the Town Council concerning programs and services offered by the Boys and Girls Club. (Pages 69-81)

**G4. Post Lease Agreement Amendment:** Post officials are requesting an extension to the lease agreement (C2018-09) between Conrado F. Bilducia American Legion Post 124 and the Town of Guadalupe, entered into on April 12, 2018 (attached) for use of the Guad Building, 8419 S. Avenida del Yaqui Guadalupe, Arizona. The Post requests to waive the approved 25-50 year renewal period by modifying the agreement to an initial 35 year period rather than a 25 year period, thereby extending the entire lease term from 50 years to 60 years. The Post is seeking this extension in an effort to reduce the monthly loan payment amount from \$1408 to \$1200 sought from the United States Department of Agriculture (USDA). To do so, the loan period must be extended from 25 to 35 years.

This request does pose some challenges:

- A February 2018 conceptual budget for Guad Building renovations totaled an estimated \$669,727.
- The intent of the lease agreement was to provide use of the Guad Building to the Post, with performance milestones to allow time to prepare construction plans and raise funds. While the possible USDA loan provides a grant of \$140,000, it also includes a loan of \$260,000.
- The USDA offers the following regarding the possible risk or exposure of the Town regarding the loan:  
*"The Town will have risk as Lessor of the property to the Post. The Post will give USDA a "Deed of Trust with Assignment of Income" on their "leasehold interest" in the property. The Town will retain "fee simple" ownership of the property. The Post will give USDA a "Promissory Note, Assignment of Income, Security Agreement and a Financing Statement. The Town will not be named on any documents other than the Lease. We will furnish draft documents to the Post prior to closing our loan. The Post can pass those along to you for review to confirm. If the loan should default we would attempt to find another eligible entity to assume the loan and operate the facility."*
- The C2018-09 agreement, page 3, #9 No Assignment or Liens states:  
*"This lease may not be assigned to anyone without the express permission of the Town. The Post will take no action that would allow anyone to record a lien of any sort or a judgement against the leased property. The Post may not encumber the Property in any way without the expressed permission of the Town."*

Given these challenges, staff recommends further review and analysis of the loan's impact on the agreement is needed. Staff also recommends that this item be continued to a future Council meeting date. **(Pages 82-94)**

**G5. Data sharing, collaboration, and exploration of East Valley regional solutions to address Homelessness (Resolution No. R2019.18):** Several East Valley jurisdictions are collaborating to develop regional solutions to address the homelessness challenges within the region. Adoption of Resolution No. R2019.18 will allow the Town of Guadalupe to participate in these efforts, to the extent possible and partner with East Valley jurisdictions. **(Page 95)**

**G6. Council Meeting Schedule:** The October 24, 2019, Regular Council Meeting conflicts with the Spooktacular special event. Councilmembers may wish to reschedule or cancel this meeting. Staff also anticipates that a Work Study Session will be needed on November 14, 2019 to review proposed changes to the Town of Guadalupe Code of Ordinances, prior to codification of the Town Code of Ordinances. **(Page 96)**

**G7. Sale of Surplus Fire Truck:** Staff is seeking Council authorization to sell a 1996 Ferrera Pumper truck, which has been retired from the Guadalupe Fire Department. **(Page 97)**

**G8. Solid Waste, Recycling, and Disposal Services Request for Proposals (RFP):** The Town of Guadalupe has had a contract with Waste Management for the collection of solid waste, recycling, and disposal services since 2002 and the current contract term ends on February 28, 2020. The purpose of the proposed RFP is to solicit cost effective solid waste, recycling and disposal services for Town residents. The RFP does seek collection service and customer service options and fees. Collection options of one recycling and one trash per week, two trash per week and one recycling and two trash per week are requested, as are large bulk item collection options. Related to customer service, pricing and service options for direct contractor billing and account administration is requested. This direct contractor administrative service would result in the customer paying the contractor directly. Should this be pursued, solid waste service payment would no longer go to the City of Tempe. Staff anticipates distributing the RFP during the week of September 16, 2019, with a response due date of October 18, 2019. The draft RFP is attached. **(Pages 98-144)**

**G9. Town Speed Humps/ Dumps and Traffic Control:** Council will consider the use of speed humps/bumps to control traffic speeds in Town. Staff will discuss speed hump/bump options; and, criteria and a process for the selection and installation of such traffic speed control techniques. Several municipalities have neighborhood traffic management programs that typically evaluate traffic concerns on a case by case basis and importantly, established criteria for speed humps and traffic calming measures. Traffic volume, speed, accident data, pedestrian volume, and adjacent land uses are commonly considered when evaluating a street or neighborhood. The City of Mesa's Speed Hump Policy is attached, as an example. **(Pages 145-153)**

**G10. Claims:** The check register for August 2019, totals \$562,484.92. **(Pages 154-173)**



# Minutes Town Council Regular Meeting August 8, 2019

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Anita Cota  
Councilmember

Gloria Cota  
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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, August 8, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

**A. CALL TO ORDER**

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

**B. ROLL CALL**

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Gloria Cota, Councilmember Elvira Osuna, and Councilmember Joe Sánchez

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Bob Thaxton – Finance Director, Jennifer Drury – Assistant to the Town Manager, Nancy Holguin, Community Development, Catalina Alvarez – CAP Director, and David Ledyard – Town Attorney

**C. INVOCATION/PLEDGE OF ALLEGIANCE**

Mayor Molina called for a moment of silence in honor of a recent shooting incidents in El Paso, Texas and Dayton, Ohio; and for the passing of a retired Town employee. Mayor Molina then led the Pledge of Allegiance.

**D. APPROVAL OF MINUTES**

**1. Motion by Vice Mayor Vital to approve the June 27, 2019, Guadalupe Town Council Regular Meeting minutes; second by Councilmember Anita Cota. Motion passed unanimously 7-0.**

Approved the June 27, 2019, Town Council Regular Meeting Minutes.

**2. Motion by Vice Mayor Vital to approve the July 25, 2019, Guadalupe Town Council Regular Meeting minutes; second by Councilmember Gloria Cota. Motion passed unanimously 7-0.**

Approved the July 25, 2019, Town Council Regular Meeting Minutes.

**D. CALL TO THE PUBLIC. None.**

**F. MAYOR and COUNCIL PRESENTATION:**

The Mayor and Councilmembers expressed their appreciation to Jose R. Lopez III and Jewel Valenzuela for their community beautification efforts in the Town of Guadalupe. Mayor Molina then presented certificates of appreciation to Mr. Lopez III and Ms. Valenzuela.



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## G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) BROADWAY CURVE FREEWAY CONSTRUCTION PROJECT:** ADOT representatives, Amy Ritz, Project Manager, & Gabriella Kemp, Community Relations Project Manager, provided a slide presentation regarding the I-10 Broadway Curve Freeway Construction Project. Ms. Ritz provided an overview of the 11-mile study area corridor and discussed the following: project history, to date; why freeway improvements are needed; traffic volume data; improvements under consideration; collector-distributor transportation system; project planning elements and coordination between ADOT and the Town of Guadalupe; public hearing information; business outreach elements; project schedule; and, public participation opportunities.

Ms. Ritz discussed existing traffic congestion and stated that the purpose of the project is to increase capacity, improve access, and improve how the freeway operates. Ms. Amy discussed the installation of pedestrian bridges, improving drainage, and freeway widening efforts.

Ms. Kemp then discussed project coordination efforts with the Town of Guadalupe as follows:

- Public involvement plan
- Stakeholder analysis
- Spanish translation
- Town Hall is an EA repository
- Concurrent construction projects
- Business outreach
- Notification of closures/detours
- Website URL on digital marquee at Town Hall

Ms. Kemp stated that public meeting information will be available in a bilingual format. ADOT will provide special accommodations such as bilingual services, upon request. Members of the public are encouraged to attend the public meeting and provide input. Court reporters will be capturing comments provided during the public meeting. Ms. Kemp outlined various communication methods ADOT will be utilizing to inform the public of meetings and activities; discussed the business outreach communication strategies; and, reviewed the proposed project schedule. The project website will be updated regularly to reflect the current status.

In response to a questions regarding the installation of the pedestrian bridge will impact the Town of Guadalupe, Jeff Kulaga, Town Manager / Clerk, stated that staff is working closely with ADOT to ensure minimal disruption to the public. Ms. Ritz noted that drainage improvements to the Guadalupe portion of the project will also be needed. Temporary construction easements may be needed to address the drainage improvements.

Mr. Kulaga stated that ADOT will be keeping within their right-of-way and the freeway buffering wall will not be impacted by this project. However, the widening of the freeway may impact one private property owner within the Town and may impact the southern "straw bale" house on Calle Maravilla. ADOT will be remedying the drainage nuisance problems at their cost; and, that the Vice Mayor is working with local artists who will be providing Town of Guadalupe cultural specific artwork for this project.

No action was taken on agenda item G1.

2. **BOARD OF ADJUSTMENT – CONDITIONAL USE PERMIT REQUEST, 8250 SOUTH CALLE SAHUARO:** Held a public hearing to consider the issuance of a Conditional Use Permit (#CU2019-02) to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. The property is zoned R-1-6 Residential. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner-occupied. The Applicant, Jose Matas, is also applying for a variance of property setback requirements (agenda items G3 and G4). *Agenda items G2 – G5 are related; and, were rescheduled from the July 25, 2019, Regular Council Meeting.*



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Jeff Kulaga, Town Manager / Clerk, stated that agenda items G2 – G5 are related. Items G2 and G3 are for a Conditional Use Permit to locate a manufactured home on a lot in Town. Per Resolution 95-19, a policy for Conditional Use Permits was adopted by Council states that manufactured homes shall not have frontage on Avenida del Yaqui and Guadalupe Road; and, that manufactured homes shall be owner-occupied.

Dave Ledyard, Town Attorney, stated that initially, Clayton Homes will purchase the property and then sell the property to the homeowner. If approved, the Council will need to make that clear in the Council action. This agenda item only concerns the request for a Conditional Use Permit.

Mr. Kulaga stated that no public input has been received by staff regarding the request for a Conditional Use Permit.

Jose Matas, Applicant, stated that he has been searching for a property for sale for approximately one year. This location is now for sale.

In response to a question, Mr. Matas clarified that if the Conditional Use Permit is approved, Clayton Homes will purchase the property and sell it to Mr. Matas. Mr. Ledyard stated that if the Council did not approve the requests associated with the property, then Mr. Matas would need to make changes to his application if he wished to move forward with a new request.

Mr. Ledyard clarified with Councilmembers that the initial request is to install a manufactured home on a lot; and, that the manufactured home be owner-occupied.

In response to questions, Mr. Matas stated that he is working with a Realtor; and, that Clayton Homes is the homebuilder. He has been preapproved to purchase the manufactured home. Mr. Ledyard discussed the financial aspect of the home/property purchase.

No members of the public spoke.

**Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Anita Cota. Motion passed unanimously 7 – 0.**

**3. BOARD OF ADJUSTMENT – CONDITIONAL USE PERMIT REQUEST, 8250 SOUTH CALLE SAHUARO:** The Guadalupe Town Council, acting as the Town of Guadalupe Board of Adjustment, approved the issuance of a Conditional Use Permit (#CU2019-02) to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. The Applicant is Jose Matas. The property is zoned R-1-6 Residential. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner-occupied. *Agenda items G2 – G5 are related; and, rescheduled from the July 25, 2019 Regular Council Meeting.*

Dave Ledyard, Town Attorney, stated that if the intention of the Council is to approve the Conditional Use Permit, then the Council should include in their findings that the manufactured home is to be owner occupied by the Applicant; and, that Council may wish to impose a time limit on the Conditional Use Permit.

Councilmembers and Mr. Matas discussed a potential time limit of four months. Mr. Kulaga noted that staff has not received any public comment in support or opposition of the conditional use permit request.

**Motion by Councilmember Anita Cota to approve a Conditional Use Permit request for 8250 South Calle Sahuaro, Guadalupe, AZ with the provision that an affidavit be signed that the manufactured home be owner-occupied, with a certificate of occupancy to occur within one year of Council approval; second by Vice Mayor Vital. Motion passed 6 – 0, with Councilmember Osuna abstaining.**



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4. **PUBLIC HEARING – VARIANCE REQUEST, 8250 SOUTH CALLE SAHUARO:** Held a public hearing for variance requests to reduce the required front yard, rear yard, and side yard setback property requirements to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283. The property is zoned R1-6 Residential. The Applicant, Jose Matas, is requesting the following:

Property location	Required setback	Requested variance	Final setback (if granted)
Front yard	25'	10'	15'
Side yard (street)	15'	5'	10'
Rear yard	10'	1'	9'

Public opposition to the front yard setback variance request has been received.  
*Agenda items G2 – G5 are related.*

Jeff Kulaga, Town Manager / Clerk, referred Councilmembers to the property diagram located in the Council agenda meeting packet. He outlined the property setback variances being requested. Mr. Kulaga stated that a Town resident has expressed concern regarding the front yard setback request as it may limit landscaping and parking options. Mr. Kulaga displayed aerial pictures of various properties in Town and discussed their property setbacks, compared to the current variance request before the Council.

**Motion by Councilmember Anita Cota to close the public hearing; second by Vice Mayor Vital. Motion passed unanimously 7 – 0.**

5. **VARIANCE REQUEST – 8250 SOUTH CALLE SAHUARO:** Councilmembers approved a variance request from Jose Matas, Applicant, to reduce the required front yard, rear yard, and side yard setback property requirements to locate a manufactured home at 8250 South Calle Sahuaro, Guadalupe, AZ 85283:

Property location	Required setback	Requested variance	Final setback (if granted)
Front yard	25'	10'	15'
Side yard (street)	15'	5'	10'
Rear yard	10'	1'	9'

Public opposition to the front yard setback variance request has been received.  
*Agenda items G2 – G5 are related.*

**Motion by Councilmember Anita Cota to approve the variance requests at 8250 South Calle Sahuaro; second by Councilmember Bravo. Motion passed 6 – 0, with Councilmember Osuna abstaining.**

6. **TOWN OF GUADALUPE CODE OF ORDINANCES:** Arizona State University Marvin Andrews Fellowship students provided a presentation regarding proposed revisions to the draft Town Code of Ordinances; and, directed the Town Manager to incorporate revisions into the draft Code of Ordinances for Council review.

Jeff Kulaga, Town Manager / Clerk, stated that as part of the Arizona State University Marvin Andrews Fellowship Program, students reviewed the Town Code and have prepared recommendations for Council consideration.

ASU Masters of Public Administration students, Selianna Robles, Erica Mancinas, Shannon Osgood, and Madison Groves introduced themselves and stated that the Town Manager provided guidance on various ordinances for students to research and compare to other jurisdictions. This research would assist the Town in updating and refining the Town Code of Ordinances. The research project began in June, 2019; and, twelve ordinances were studied.



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Shannon Osgood stated that students were tasked with providing samples of various codes from comparable jurisdictions to identify outdated/obsolete language, and language that lacked enforcement mechanisms in Town of Guadalupe ordinances. Students prepared a comprehensive analysis of the ordinances, final recommendations, an executive summary, and a slide presentation outlining the project and recommendations. The methodology behind the project included strategic planning meetings to determine who the comparable six (6) municipalities should be, and to identify deliverables. With the guidance of the Town Manager, the team agreed that consistency was important. Team meetings were held regularly. The six comparable cities selected were Apache Junction, Buckeye, Marana, Queen Creek, Tempe, and Tolleson. Twelve Guadalupe ordinances were reviewed, five of which were zoning ordinances. Students reviewed 84 Code sections among the comparable cities and towns, including the Town of Guadalupe Code of Ordinances.

Students discussed the demographics of the comparable cities and towns; the reason each of the comparable cities and towns were chosen for this project; and the types of ordinances chosen for this review. The students presented their recommendations regarding the following: types of occupational registration requirements/registration process; parking vehicles on public sidewalks; alcoholic beverages in parks; water flow; zoning districts dedicated to manufactured homes and recreational vehicles; and, expanding neighborhood commercial (C-1) zoning district uses.

Councilmembers and Mr. Kulaga discussed the next steps. Staff will work with the Town Attorney further on the recommendations, and incorporating the recommendations into the Town Code of Ordinances. The Deputy Town Clerk is working on the fee schedule portion of the Town Code. Staff anticipates completing this process by the end of this year.

**7. APPROVAL of CONTRACT:** Councilmembers awarded a sewer system assessment study contract (C2019-21) to the Town Engineer, Dibble Engineering in the amount of \$136,150.

Jeff Kulaga, Town Manager / Clerk, stated that the sewer system assessment study was approved in the recent budget adoption process. The contract amount is lower than what was originally anticipated. Staff recommends that the contract be awarded to Dibble Engineering.

**Motion by Vice Mayor Vital to approve agenda item G7; second by Councilmember Osuna. Motion passed unanimously 7 – 0.**

**8. APPROVAL of CONTRACT:** Councilmembers awarded the Senior Center/Head Start roof replacement contract (C2019-22) bid to JBS Roofing in the amount of \$79,492. The project is anticipated to be completed by October 1, 2019.

Jeff Kulaga, Town Manager / Clerk, stated that there was a bid process for the roof replacement of the Senior Center/Head Start project. JBS Roofing was the low bidder on the project. Day to day facility operations will not be impacted by this project. Staff recommends that the contract be awarded to JBS Roofing.

**Motion by Councilmember Anita Cota to approve agenda item G8; second by Vice Mayor Vital. Motion passed unanimously 7 – 0.**

**9. INTERGOVERNMENTAL AGREEMENT RENEWAL WITH CITY OF PHOENIX:** Councilmembers approved the renewal of an Intergovernmental Agreement (IGA) (C2019-23) with the City of Phoenix for the Phoenix Fire Department to provide dispatch services for Town of Guadalupe Fire Department. Annual costs for dispatch services are approximately \$84,000.

Jeff Kulaga, Town Manager / Clerk, stated that the renewal of the intergovernmental agreement is part of a regional service provided by the City of Phoenix. Staff recommends approval of the renewal of the intergovernmental agreement.



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Councilmember

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

Online agendas and results  
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[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

**Motion by Councilmember Bravo to approve agenda item G9; second by Councilmember Osuna. Motion passed unanimously 7 – 0.**

**10. ADOPTION OF RESOLUTION NO. R2019.16:** Councilmembers adopted **RESOLUTION NO. R2019.16** to add the following paid days off for Town employees for fiscal year 2019/2020: Tuesday, December 24, 2019, (Christmas Eve), Tuesday, December 31, 2019, (New Year’s Eve) and, Monday, April 13, 2020, (day after Easter). Guadalupe Town Hall would be closed for business on the same three dates.

**Motion by Councilmember Anita Cota to approve agenda item G10; second by Councilmember Sánchez. Motion passed unanimously 7 – 0.**

**11. 2019 GAMING GRANT REQUESTS UPDATE:** Jeff Kulaga, Town Manager / Clerk, provided an update of the revenue sharing grant requests from staff. To date, 18 individual grants for Town services, programs, equipment and infrastructure needs, totaling \$1.485 million were submitted to five entities.

Jeff Kulaga, Town Manager / Clerk, stated that the Pascua Yaqui Tribe (PYT) recently declined three grant requests from the Town. Included in the grant requests was \$55,000 for public safety costs during special events. Of that grant request, approximately \$35,000 was requested to pay for public safety services during PYT events, a majority of which occurs during Lenten and the Cuaresma. The fiscal year 2019/2020 budget includes contingency funding to pay the cost of public safety services.

The Mayor reviewed the list of annual special events. In response to a question, Mr. Kulaga, stated that staff will resubmit the grant requests to PYT; and, that it would be helpful if the special event organizers wrote letters of support for public safety services during special events.

Alma Vital-Abers, community member, discussed various events that require the services of the Maricopa County Sheriff’s Office (MCSO). The community is comprised of PYT members, Hispanics, and a variety of people. The PYT should support the community and its public safety needs. The Guadalupe Little League will be submitting a letter of support for the need for MCSO services during special events.

Johnny Tavena, community member, discussed the need for MCSO services during special events. MCSO provides assistance with crowd control. Public Safety is the number one priority.

Mayor Molina noted that the additional requests declined by the PYT include the \$80,000 for replacement of the Senior Center roof and \$380,000 for the Avenida del Yaqui street improvement project.

Mr. Kulaga stated that recently, the Gila River Indian Community approved a \$70,000 grant for Community Action Program. Staff will continue to provide updates on grant funding.

In response to a question, Mr. Kulaga stated that the PYT letter indicated that the grant requests will be kept on file, and reviewed again by the end of the year. Staff will forward letters of support for public safety services funding to PYT in preparation for the upcoming grant application review.

**12. CLAIMS:** Councilmembers approved the check register for July, 2019, totaling \$478,325.00.

**Motion by Vice Mayor Vital to approve agenda item G12; second by Councilmember Osuna. Motion passed unanimously 7 – 0.**



H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk, reported the following:

- o The Town recently partnered with Aramark on a job fair that was well attended.
- o Thanked the Assistant to the Town Manager for her assistance in his absence.
- o Two air conditioning units were replaced on the Senior Center/Head Start building.
- o Thanked the Public Works Manager for overseeing striping of Avenida del Yaqui adjacent to Frank School; and, for remodeling a suite in the Mercado.
- o Thanked Senior Center staff for polishing the Senior Center floors.

Valerie Molina  
Mayor

I. COUNCILMEMBERS' COMMENTS: None.

Ricardo Vital  
Vice Mayor

J. ADJOURNMENT

Motion by Councilmember Bravo to adjourn the Regular Meeting and convene into Executive Session; second by Councilmember Sánchez. Motion passed unanimously 7-0.

Mary Bravo  
Councilmember

The meeting was adjourned at 7:52 p.m.

Anita Cota  
Councilmember

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

Gloria Cota  
Councilmember

ATTEST:

Elvira Osuna  
Councilmember

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

Joe Sánchez  
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the August 8, 2019, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

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

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

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



# Minutes Town Council Regular Meeting August 22, 2019

Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Anita Cota  
Councilmember

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, August 22, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

A. CALL TO ORDER

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

B. ROLL CALL

Councilmembers Present: Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Anita Cota, Councilmember Elvira Osuna, and Councilmember Joe Sánchez

Councilmember Absent: Mayor Valerie Molina and Councilmember Gloria Cota

Staff Present: Jeff Kulaga – Town Manager / Clerk, Wayne Clement – Fire Chief, Jennifer Drury – Assistant to the Town Manager, Nancy Holguin, Community Development, Catalina Alvarez – CAP Director, Kay Savard, Deputy Town Clerk, and David Ledyard – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Bravo provided the invocation. Vice Mayor Vital then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES: None.

E. CALL TO THE PUBLIC: None.

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **DOLLY PARTON IMAGINATION LIBRARY PRESENTATION:** Terrie Sanders, Sun Lakes Rotary Club representative, discussed a partnership opportunity in bringing the Dolly Parton Imagination Library Program to the Town of Guadalupe. Ms. Sanders provided an overview of the Dolly Parton Imagination Library Program (Program). The Program provides free books to community members that are up to five years of age. Aside from the age requirements, parents must sign their child up for the program. Books are mailed to program members, monthly. Ms. Sanders discussed the benefits derived from the program and marketing methods utilized to attract program participants. With Council concurrence, the Sun Lakes Rotary Club would partner with Town staff on marketing this program at special events and by providing program marketing literature to be placed in Town facilities. The focus of these efforts are on the Town of Guadalupe youth; and, there is no limit to the number of youth that the Program will serve.

There was no action take on agenda item G1.



Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Anita Cota  
Councilmember

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

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2. **BOARD OF ADJUSTMENT – CONDITIONAL USE PERMIT REQUEST, 5519 EAST CALLE SONORA:** Held a public hearing to consider the issuance of a Conditional Use Permit (#CU2019-03) to locate a 16 foot x 76 foot manufactured home at 5519 East Calle Sonora, Guadalupe, AZ 85283. The property is zoned R-2 Residential; and, the lot is currently vacant. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner occupied. The Applicant is James Gardner. *Agenda items G2 & G3 are related.*

The public hearing was opened.

Jeff Kulaga, Town Manager / Clerk, stated that agenda item G2 is a public hearing to garner testimony regarding a request for a conditional use permit for the installation of a manufactured home. The Town Council is acting in the capacity of the Town of Guadalupe Board of Adjustment. To date, no public comment has been received concerning this request.

Celeste Garza stated that she is associated with the Applicant and is present to answer questions about the conditional use permit request.

In response to questions regarding property setback requirements, Mr. Kulaga stated that the current proposed location of the manufactured home is in compliance with R-2 zoning code setback requirements.

Councilmembers discussed the installation requirements of manufactured homes.

Angie Perez, community member, stated that the request is in compliance with Town regulations.

**Motion by Vice Mayor Vital to close the public hearing; second by Councilmember Anita Cota. Motion passed unanimously 5-0.**

3. **BOARD OF ADJUSTMENT – CONDITIONAL USE PERMIT REQUEST, 5519 EAST CALLE SONORA:** The Guadalupe Town Council, acting as the Town of Guadalupe Board of Adjustment, approved the issuance of a Conditional Use Permit (#CU2019-03) to locate a 16 foot x 76 foot manufactured home at 5519 East Calle Sonora, Guadalupe, AZ 85283. The property is zoned R-2 Residential. Per Resolution 95-19, Conditional Use Permits will be issued only upon substantial justification and where the manufactured home is owner occupied. The Applicant is James Gardner. *Agenda items G2 & G3 are related.*

Jeff Kulaga, Town Manager / Clerk, stated that Resolution 95-19 requires that a condition of approval for conditional use permits for manufactured homes is that the home remain owner-occupied.

David Ledyard, Town Attorney, stated that if the Council wishes to approve the conditional use permit, the stipulation that it remain owner-occupied should be included in the motion. The property owner is Francisco Perez Soto.

In response to a question about the applicant not being the property owner, Mr. Ledyard stated that the applicant, James Gardner, provides assistance for these types of permit requests. Mr. Gardner is not involved with the manufactured home installation process.

**Motion by Councilmember Anita Cota to approve the conditional use permit to locate a manufactured home at 5519 East Calle Sonora providing that the home be owner-occupied; second by Councilmember Sánchez. Motion passed unanimously 5-0.**

#### H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- o Thanked staff for their work.

#### I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Thanked staff members and the public for attending the Council meetings.

Councilmember Anita Cota

- o Thanked staff members and the public for attending the Council meetings.



Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

Anita Cota  
Councilmember

Gloria Cota  
Councilmember

Elvira Osuna  
Councilmember

Joe Sánchez  
Councilmember

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Councilmember Sánchez

- o Thanked staff for their upkeep on cemetery maintenance.
- o Reported recent burglaries; requested that Maricopa County Sheriff's Office increase patrol activity.

Councilmember Osuna

- o Thanked staff for their work.

Vice Mayor Vital

- o Thanked staff and the community for their support.
- o September 27, 2019 – Avenida de Arte event.

J. ADJOURNMENT

**Motion by Councilmember Bravo to adjourn; second by Councilmember Osuna. Motion passed unanimously 5-0.**

The meeting was adjourned at 6:26 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 August 22, 2019, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

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

RESOLUTION R2019.17

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 PHASE VII – CDBG19GD.

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 \$438,873 for services described as the Guadalupe Street Repavement Project Phase VII; and

WHEREAS, the Guadalupe Street Repavement Project Phase VII will consist of removing and replacing approximately 11,673 square yards of asphalt on six (6) 30-foot streets from curb to curb. The streets are Calle Fortunado Serrano, Calle Juan Taeva, Calle Brigido Valenzuela, Calle Maximo Solarez, Ciculo S. Hernandez, and Jimenez Circle; and

WHEREAS, the Program Number for the Guadalupe Street Repavement Project is CDBG19GD 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 October 1, 2019 and ends on May 12, 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 (C2019-24) for services between the Town of Guadalupe, Arizona and Maricopa County, as administered by its Human Services Department for the Guadalupe Street Repavement Project Phase VII – CDBG19GD.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
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  
 C2019-24

Contract Amount: \$438,873  
 Contract Start Date: November 1, 2019  
 Contract Termination Date: November 1, 2021  
 Contract Number: \_\_\_\_\_  
 Program Number: CDBG19GD  
 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 – Budget and Compensation
- Section V – Attachments

Subrecipient Representative:	Jeff Kulaga	Phone: (480) 505-5376  Email: <a href="mailto:jkulaga@guadalupez.org">jkulaga@guadalupez.org</a> Address: 9241 S. Avenida del Yaqui Guadalupe, AZ 85283
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 of appropriate jurisdiction.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:  
SUBRECIPIENT

Approved By:  
MARICOPA COUNTY

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

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

09/12/2019

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attested to:

Attested to:

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

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

09/12/2019

\_\_\_\_\_  
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:

09/12/2019

\_\_\_\_\_  
David E. Ledyard

Date

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

Date

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



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

**1.0 PURPOSE**

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

**2.0 TERM**

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

**3.0 RENEWAL**

The Agreement may be renewed by a written amendment if 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.

**4.0 AMENDMENTS**

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

**5.0 TERMINATION**

- 5.1 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
- 5.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days' notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given in accordance with the notice provisions set forth on page one of this Agreement.
- 5.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
- 5.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County reasonably and in good faith 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.
- 5.5 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.
- 5.6 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.

**6.0 EFFECT**

To the extent that the Special Provisions 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 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.

## 7.0 DEFINITIONS

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

- 7.1 **Administrative Manual** means the Community Development Advisory Committee Policy Manual, September 20, 2017, as may be revised, for the administration of CDBG grants.
- 7.2 **Assistant Director** means the Director of the Housing and Community Development Division within the Human Services Department.
- 7.3 **CDAC** means the Community Development Advisory Committee.
- 7.4 **Department** means the Maricopa County Human Services Department.
- 7.5 **Director** means the Director of the Maricopa County Human Services Department.
- 7.6 **Division** means Housing and Community Development Division of the Human Services Department.
- 7.7 **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law. 95-507.
- 7.8 **Juvenile** means any person under the age of eighteen (18).
- 7.9 **Project Coordinator** means the liaison between the Department and the Subrecipient that is responsible for Agreement monitoring and technical assistance.
- 7.10 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 7.11 **Subcontract** means any Agreement entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
- 7.12 **Subcontractor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
- 7.13 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 CFR 570.204 (c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 7.14 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

## 8.0 GENERAL REQUIREMENTS

- 8.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the United State Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in a court of appropriate jurisdiction in Maricopa County, Arizona.
- 8.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 8.3 The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.
- 8.4 The Subrecipient shall comply with applicable statutes, regulations, and policy 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.

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

#### **9.0 ACCEPTANCE OF FUNDS**

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

#### **10.0 ASSIGNMENT AND SUBCONTRACTING**

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

#### **11.0 AVAILABILITY OF FUNDS**

11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.

11.2 If any action is taken by any federal, state, local agency or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, 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.

#### **12.0 BUDGET ADJUSTMENTS**

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Agreement amount may be documented by a written Change Order signed by the County and the Subrecipient's Representative as listed in Section II paragraph 11.1.18. Requests for adjustments to this Agreement must be supported by appropriate documentation. Any requests for reasonable budget adjustments must be submitted ninety (90) 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.

#### **13.0 DISPUTES**

13.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period, which shall not exceed one hundred twenty (120) days. Disputes that are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

13.2 If a dispute cannot be resolved informally, the Subrecipient shall notify the Department in writing by mailing notice of the dispute to the Assistant Director within ten (10) working days from expiration of the informal dispute resolution process described in paragraph 1 above. The Assistant Director 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 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.

- 13.3 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.

#### **14.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

- 14.1 Notwithstanding anything to contrary, this section shall not be deleted or superseded by any other provision of this Agreement.
- 14.2 This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services within the specified time frame in the work statement.
- 14.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
- 14.3.1 Non-performance of any obligations required by this Agreement.
- 14.3.2 Material non-compliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
- 14.3.3 Unauthorized expenditure of funds.
- 14.3.4 Improper disposition of program income.
- 14.3.5 Non-compliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 CFR §200 et seq.
- 14.3.6 Non-compliance with recordkeeping, record retention, or reporting requirements.
- 14.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
- 14.4.1 All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
- 14.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
- 14.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.
- 14.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 14.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, 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.

**15.0 SEVERABILITY**

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

**16.0 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.

**17.0 SINGLE AUDIT ACT REQUIREMENTS**

If the Subrecipient receives \$750,000 in federal funds, the Subrecipient is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, et seq.). 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.

**18.0 AUDIT DISALLOWANCES**

18.1 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.

18.2 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.

**19.0 COMPETITIVE BID REQUIREMENTS****19.1 Equipment**

19.1.1 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:

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

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

**19.2 Supplies**

If this Agreement is with other than a Public Agency, 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.

19.3 Minority, Women and Small Business Enterprises

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

19.4 Bidding Procedures

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

19.4.2 Procedures May Be Superseded

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

**20.0 PROPERTY**

Any property furnished or purchased 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.

**21.0 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.

**22.0 INDEMNIFICATION**

To the extent permitted by law, the Subrecipient shall, and shall cause any of its Subcontractors to, indemnify, defend, save and hold harmless 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**23.0 INSURANCE**

23.1 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.
- 23.2 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.
- 23.3 Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 23.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
- 23.5 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.
- 23.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all 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.
- 23.7 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.
- 23.8 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.
- 23.9 The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, 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).
- 23.10 Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 23.11 **Commercial General Liability:**
- 23.11.1 Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 23.12 **Workers' Compensation:**
- 23.12.1 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.

- 23.12.2 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.
- 23.13 **Sexual Molestation And Physical Abuse:**
- 23.13.1 When services involve working near or 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 near or with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
- 23.14 **Commercial General Liability – Occurrence Form:**
- Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- 23.15 The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
- 23.16 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        | \$2,000,000 |
| Each Occurrence Limit    | \$1,000,000 |
| Sexual Abuse/Molestation | \$2,000,000 |
- 23.17 **Builder's Risk (Property) Insurance.**
- 23.17.1 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.
- 23.17.1.1 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.
- 23.17.1.2 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.

23.17.1.3 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.

**23.18 Certificates of Insurance:**

23.18.1 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.

23.18.2 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.

23.18.3 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.

23.18.4 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.

**23.19 Cancellation and Expiration Notice:**

23.19.1 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

23.19.2 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.

23.20 **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.

23.21 **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.

23.22 **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.

**24.0 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.

#### **25.0 STAFF AND VOLUNTEER TRAINING**

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

#### **26.0 CLEAN AIR ACT**

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

#### **27.0 LOBBYING**

27.1 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.

27.2 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-LJLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

#### **28.0 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.

#### **29.0 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.

#### **30.0 COVENANT AGAINST CONTINGENT FEES**

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

#### **31.0 RIGHTS IN DATA**

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

#### **32.0 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.

### **33.0 AGREEMENT COMPLIANCE MONITORING/AUDITING**

- 33.1 The County will annually monitor the Subrecipient's compliance for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the U.S. Department of Health and Human Services Office: Administration for Children and Families, Arizona Department of Economic Security and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide Subrecipient with a 30-day advance notice of proposed on-site visit. During an on-site visit(s), the Subrecipient shall make all its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.
- 33.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 CFR § 200, to include:
- 33.2.1 Financial Management 2 CFR § 200.302
  - 33.2.2 Internal Controls 2 CFR § 200.303
  - 33.2.3 Bonds 2 CFR § 200.304
  - 33.2.4 Payment and Financial Reporting 2 CFR § 200.305
  - 33.2.5 Cost Sharing or Matching 2 CFR § 200.306
  - 33.2.6 Program Income 2 CFR § 200.307
  - 33.2.7 Revision of Budget and Program Plans 2 CFR § 200.308
  - 33.2.8 Period of Performance 2 CFR § 200.309
  - 33.2.9 Insurance Coverage 2 CFR § 200.310
  - 33.2.10 Record Retention and Access 2 CFR § 200.31
  - 33.2.11 Procurement Standards 2 CFR § 200.318
  - 33.2.12 Indirect Costs 2 CFR § 200.414
  - 33.2.13 Compensation-Personal Services 2 CFR § 200.430
  - 33.2.14 Audit Requirements 2 CFR § 200.501-200.517

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

- 34.1 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.
- 34.2 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.
- 34.3 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.

### **35.0 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.

**36.0 RECOGNITION OF COUNTY SUPPORT**

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

**37.0 GRIEVANCE PROCEDURE**

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

**38.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS**

38.1 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 its Subcontracts.

38.2 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.

**39.0 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.

**40.0 EQUAL EMPLOYMENT OPPORTUNITY**

40.1 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.

40.2 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.

**41.0 UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

**42.0 FINANCIAL MANAGEMENT**

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable State and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

**43.0 RETENTION OF RECORDS**

- 43.1 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.
- 43.2 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.

**44.0 ADEQUACY OF RECORDS**

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the Subrecipient shall reimburse the County for the services not supported and documented.

**45.0 IMMIGRATION LAWS AND REGULATIONS****45.1 Federal Immigration and Nationality Act**

- 45.1.1 The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.
- 45.1.2 By entering into this Agreement, the Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 45.1.3 The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the Subrecipient or its subcontractor.

- 45.2 **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
- 45.2.1 That Subrecipient and its Contractors and 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;
- 45.2.2 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;
- 45.2.3 That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 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.

#### 46.0 DRUG FREE WORKPLACE ACT

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

#### 47.0 EMPLOYMENT DISCLAIMER

- 47.1 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.
- 47.2 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.
- 47.3 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.

#### 48.0 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:

- 48.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 48.2 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;
- 48.3 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
- 48.4 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.
- 48.5 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.
- 48.6 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.
- 48.7 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.
- 48.8 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.
- 49.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
- 49.1 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;
- 49.2 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
- 49.3 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).

**SECTION II**  
**SPECIAL PROVISIONS**



**Maricopa County**

**Human Services**

**1.0 STANDARDS**

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

**2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS**

This Agreement and the Parties 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.

**3.0 AUDIT REQUIREMENTS**

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

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

**4.0 PROGRAM INCOME**

- 4.1 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:
  - 4.1.1 sales/lease returns on investment; and
  - 4.1.2 payments of principal and interest on loans.
- 4.2 Program Income received by the Subrecipient shall be tracked and returned to the County as follows:
  - 4.2.1 program income shall be tracked by the Subrecipient and accounted for in a separate fund or account;
  - 4.2.2 documentation supporting the amount of program income received shall be submitted quarterly with the quarterly progress report;
  - 4.2.3 all program income shall be submitted at the end of each fiscal year, June 30th with a program income log that states program income received during the year.
- 4.3 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.

**5.0 ADMINISTRATIVE REQUIREMENTS**

- 5.1 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).
- 5.2 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. The Subrecipient shall maintain an accessible policy adopting 2 CFR 200 Subpart D or a written procurement manual.

- 5.3 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.
- 5.4 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
- 5.4.1 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:
- 5.4.1.1 Records providing a full description of each activity undertaken;
- 5.4.1.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, including HUD required revisions that may be released after this Agreement has been executed;
- 5.4.1.3 Records required for determining the eligibility of activities;
- 5.4.1.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.505, as applicable);
- 5.4.1.5 Records which demonstrate citizen participation;
- 5.4.1.6 Records which demonstrate compliance regarding acquisitions, displacement, relocation and replacement housing;
- 5.4.1.7 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 5.4.1.8 Financial records as required by 24 CFR Part 570.502, 2 CFR § 200, and OMB Circulars;
- 5.4.1.9 Other records necessary to document compliance with Subpart K of 24 CFR § 570; and
- 5.4.1.10 Records documenting compliance with Section 3 of the Housing Development Act of 1968.
- 5.4.1.11 Records documenting all procurement decisions and processes, including but not limited to quotes, bids, proposals, and bidder lists.
- 5.4.2 DUNS Number and SAM Profile - All Subrecipients and their contractors or subcontractors shall have a valid Dun and Bradstreet (DUNS) number and an active profile in the federal System for Award Management (SAM).
- 5.4.2.1 To obtain a DUNS Number use this link: <https://www.dnb.com/duns-number.html>
- 5.4.2.2 For additional information on System for Award Management (SAM) and, DUNS use this link: <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>
- 5.4.3 Housing - Records which demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner occupied housing activities.
- 5.4.4 Public Facilities - Records which demonstrate continuing ownership and eligible use of facility according to CDBG regulations.
- 5.4.5 Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 5.4.6 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all CDBG requirements have been met.

- In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
- 5.4.7 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
- 5.4.8 Client Data - The Subrecipient shall maintain client data:
- 5.4.8.1 Demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility
- 5.4.8.2 Required to meet reporting requirements including client race and ethnicity, and a description of the service(s) provided.
- 5.4.9 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.
- 5.4.10 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.
- 5.4.11 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.
- 5.5 Reporting
- 5.5.1 Progress Reports - The Subrecipient shall be responsible to provide reports on all activities related the Scope of Work. The Subrecipient agrees to submit to the County Performance Reports:
- 5.5.1.1 Monthly Performance Report, Project Schedule Update, and Household Demographics Report in the forms and content as required by the County, as indicated on the forms. Monthly Performance Reports shall be due on the 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.
- 5.5.1.2 Minority Business Enterprise / Women Business Enterprise (MBE/WBE) information; and
- 5.5.1.3 Other HUD-required reporting data as applicable shall be submitted.
- 5.5.2 Continuing Use Requirements - If the activity is a public facility, the Subrecipient shall provide the County, on an annual basis, a Certificate of Use Statement certifying that the facility is being used to meet a national objective and eligible activity.
- 5.5.3 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.

- 5.6 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.
- 5.7 Subcontracts
- 5.7.1 Approvals - The Subrecipient shall not commit to any pre-contract costs or enter into any subcontract(s) with any agency or individual in the performance of this Agreement without the Notice to Proceed from the County. Execution of construction contracts may not occur until a letter stating the Subrecipient is not on the debarred list is received from the County.
- 5.7.2 DUNS Number: All subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management (SAM).
- 5.7.3 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.
- 5.7.4 Section 3 of the Housing and Urban Development Act of 1968 - The Subrecipient shall include the Section 3 clause in subcontracts, as required, and shall take appropriate action 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.
- 5.7.5 Agreement Monitoring - The Subrecipient shall monitor/review all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in the Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.
- 5.7.6 Noncompliance by Subcontractor(s) may lead to default of this Agreement and subject the Subrecipient to the Default and Remedies for Noncompliance provisions of this Agreement.

## 6.0 POLICY/ADMINISTRATIVE MANUALS USE

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

## 7.0 ENVIRONMENTAL CONDITIONS

- 7.1 Notwithstanding any provision of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The Parties further agree that the provision of any funds to the project is conditioned on the County's

- determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.
- 7.2 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.
- 7.3 Air and Water - The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- 7.3.1 Clean Air Act, 42 USC § 7401, et seq., as amended.
- 7.3.2 Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
- 7.3.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- 7.3.4 Subrecipient agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.
- 7.4 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. (In the case of housing, the homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.)
- 7.5 Historic Preservation - The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 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.
- 7.6 Notice to Proceed (NTP) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and NTP shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Notice to Proceed has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

## 8.0 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 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.

## **9.0 ACTIVITY COMPLETION**

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

## **10.0 OPERATION & MAINTENANCE**

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

## **11.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES**

11.1 Subrecipient agrees that it undertakes hereby the same obligations as the County has undertaken to HUD pursuant to said Annual Action Plan and Certifications, with respect to this Agreement. Subrecipient shall hold County harmless and indemnify it against any damage or other liability which County may incur with respect to HUD as a result of any failure on the part of Subrecipient to comply with the requirements of any such obligation. The 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:

- 11.1.1 The Housing and Community Development Act of 1974 (P.L. 93-383) as amended by the Housing and Urban Rural Recovery Act of 1983 (P.L. 98-181), the Housing and Community Development Act of 1987 and the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625);
- 11.1.2 Regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations (CFR), commencing at Section 570.1);
- 11.1.3 Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 109 of the Title I of the Housing and Community Development Act of 1974 as amended; EXECUTIVE ORDER 11063, as amended; and any HUD regulations heretofore issued or to be issued to implement these authorities related to Civil Rights;
- 11.1.4 The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations in 2 CFR § 200.321 and of Section 281 of the National Housing Affordability Act.
- 11.1.5 Section 504 of the Rehabilitation Act of 1973 as amended and the Americans With Disabilities Act, of 1990; and
- 11.1.6 Fair Housing Amendments Act of 1988;
- 11.1.7 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the Uniform Relocation Act Amendments of 1987 (Title IV, P.L. 100-17, April 2, 1987 and regulations adopted to implement that Act pursuant thereto Title 24, CFR Part 42 as amended;
- 11.1.8 The Architectural Barriers Act of 1969 (42 U.S.C. Section 4151-4157);

- 11.1.9 The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);
- 11.1.10 Section 902 of the Housing and Community Development Amendments of 1978 (P.L. 95-557);
- 11.1.11 Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) relating to nondiscrimination in employment and contracting opportunities;
- 11.1.12 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. 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;
- 11.1.13 Executive Order 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency” pursuant to Title VI of the Civil Rights Act.
- 11.1.14 The Drug-Free Workplace Act of 1988 as it applies to this activity;
- 11.1.15 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
- 11.1.16 Subrecipients which are governmental entities (including public agencies) shall comply with the requirements and standards of
  - 11.1.16.1 2 CFR § 225, "Cost Principles for State, Local and Indian Tribal Governments", and
  - 11.1.16.2 2 CFR § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits.
- 11.1.17 Subrecipients who are non-profits shall comply with the requirements and standards of:
  - 11.1.17.1 2 CFR Part 230, "Cost Principles for Nonprofit Organizations", or 2 CFR 220, "Cost Principles for Educational Institutions", as applicable,
  - 11.1.17.2 OMB Circular A-134, “Financial Accounting Principles and Standards” and
  - 11.1.17.3 2 CFR § Part 200 including Subpart D – Post Federal Award Requirements, Subpart E – Cost Principles, and Subpart F – Audits. Audits shall be conducted annually.
- 11.1.18 Changes – The County may, at any time, by written Change Order/Administrative Change executed by the Director of the Human Services Department, make changes within the general scope of this Agreement in any one or more of the following areas:
  - 11.1.18.1 Modifications to the project implementation schedule as long as it does not extend or shorten the term of the Agreement;
  - 11.1.18.2 Minor changes in the Work Statement, provided the overall scope of work for the project is unchanged;
  - 11.1.18.3 Value engineering of the work, provided that the change is made only to reduce the cost of the project and not to reduce the scope of work, and that the overall scope is not changed;
  - 11.1.18.4 Modifications to terms consistent with any changes required by Federal, State, or County regulations ordinances or policies; and
  - 11.1.18.5 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements.
- 11.1.19 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.

- 11.1.20 The 2019-20 Annual Action Plan and the CDBG Application for this project are hereby incorporated by reference into this Agreement.
- 11.1.21 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

**SECTION III**  
**WORK STATEMENT**



**Maricopa County**

**Human Services**

**1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS**

- 1.1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:
- 1.1.1. This Work Statement in accordance with the terms of the 2015-2020 Five-Year Consolidated Plan,
  - 1.1.2. The 2018-19 Action Plan submitted by the County to HUD for funds to carry out the activity,
  - 1.1.3. The Subrecipient's application for funding, as approved by CDAC,
  - 1.1.4. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
  - 1.1.5. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

**2.0 SCOPE OF WORK**

- 2.1 Project Description: The Subrecipient shall remove and replace approximately 11,673 square yards of asphalt on six (6) 30-foot streets from curb to curb. The streets are Calle Fortunado Serrano, Calle Juan Taeva, Calle Brigido Valenzuela, Calle Maximo Solarez, Ciculo S. Hernandez, and Jimmez Circle. The project will be located in within the Town of Guadalupe, AZ. The engineering design and installation of the work shall meet MAG Standards and locally adopted codes.
- 2.2 Project Purpose: The existing streets are approximately 14 to 30 years old and in need of repair. The current conditions include cracked roadways, deteriorating asphalt, and uneven surfaces. All six streets are rated as "poor," based on a civil engineering evaluation.
- 2.3 Project Beneficiaries: The project directly supports the public health and safety of 423 Guadalupe residents living in low-to-moderate income households.
- 2.4 Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement.
- 2.5 Subcontractors: The Subrecipient shall select subcontractors in accordance with the Administrative Requirement of this agreement. The Subrecipient shall contract with responsible and qualified subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each subcontractor through license verification, references, and SAM.gov.

**3.0 IMPLEMENTATION SCHEDULE**

Activity	Duration	Start	End
Survey & Design	60 days	November 1, 2019	December 29, 2019
Bid Process	45 days	December 30, 2019	February 12, 2020
Construction	90 days	February 13, 2020	May 13, 2020
Closeout	30 days	May 14, 2020	June 12, 2020

**SECTION IV**  
**BUDGET AND COMPENSATION**



**Maricopa County**

**Human Services**

**1.0 BUDGET**

Activity	Budget
Remove/ Replace Asphalt	\$ 361,873.00
Topographical Survey	\$ 8,000.00
Engineering Design/ Construction Documents	\$ 47,000.00
Construction Management	\$ 22,000.00
<b>Total</b>	<b>\$ 438,873.00</b>

**2.0 COMPENSATION**

- 2.1 Subject to the availability and authorization of funds for the explicit purposes set forth in the Work Statement, County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.
- 2.2 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).
- 2.3 The County shall reimburse the Subrecipient on a net "0" payments standard.

**3.0 METHOD OF PAYMENT**

- 3.1 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:
- 3.1.1 invoices and copies of checks showing payment of invoices and/or
- 3.1.2 timesheets showing hours worked on eligible activities.
- 3.2 Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the activity or any portion thereof. Funds not expended in implementing this CDBG activity or upon completion of the activity shall be returned to the CDBG unprogrammed funds account as provided by the Administrative Manual. Request for reimbursement must be made using the request for Reimbursement form incorporated in this Agreement (Attachment B).

**4.0 TIMELINESS**

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

**5.0 REIMBURSEMENT**

The County shall provide an amount not-to-exceed Four Hundred Thirty-Eight Thousand Eight Hundred Seventy-Three dollars (\$438,873) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

**6.0 DISALLOWED COSTS**

- 6.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 2011), including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Agreement provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Subrecipient and may not be reimbursed with County funds. In addition, the Subrecipient shall comply with the following publications (including subsequent revisions), as applicable:

6.1.1 Office of Management and Budget (OMB) Uniform Guidance 2 CFR § 200

**7.0 FINAL REIMBURSEMENT UPON CONTRACT TERMINATION**

- 7.1 Upon termination of this Agreement at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.
- 7.1.1 This request shall be submitted no later than 30 days after the termination date except as noted immediately below.
- 7.1.2 If the termination date is between June 10 and June 30, the final reimbursement request shall be submitted by July 10.
- 7.1.3 The final progress report, and any other required reports that may be applicable such as the program income report shall be submitted with the final reimbursement request.

SECTION 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.

09/12/2019

Town of Guadalupe

Valerie Molina, Mayor

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.

09/12/2019

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

\_\_\_\_\_  
Date

Valerie Molina

Mayor

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

\_\_\_\_\_  
Title

Town of Guadalupe

\_\_\_\_\_  
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 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, interim controls, 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.

09/12/2019

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

\_\_\_\_\_  
Date

Valerie Molina

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Title

Town of Guadalupe

\_\_\_\_\_  
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.

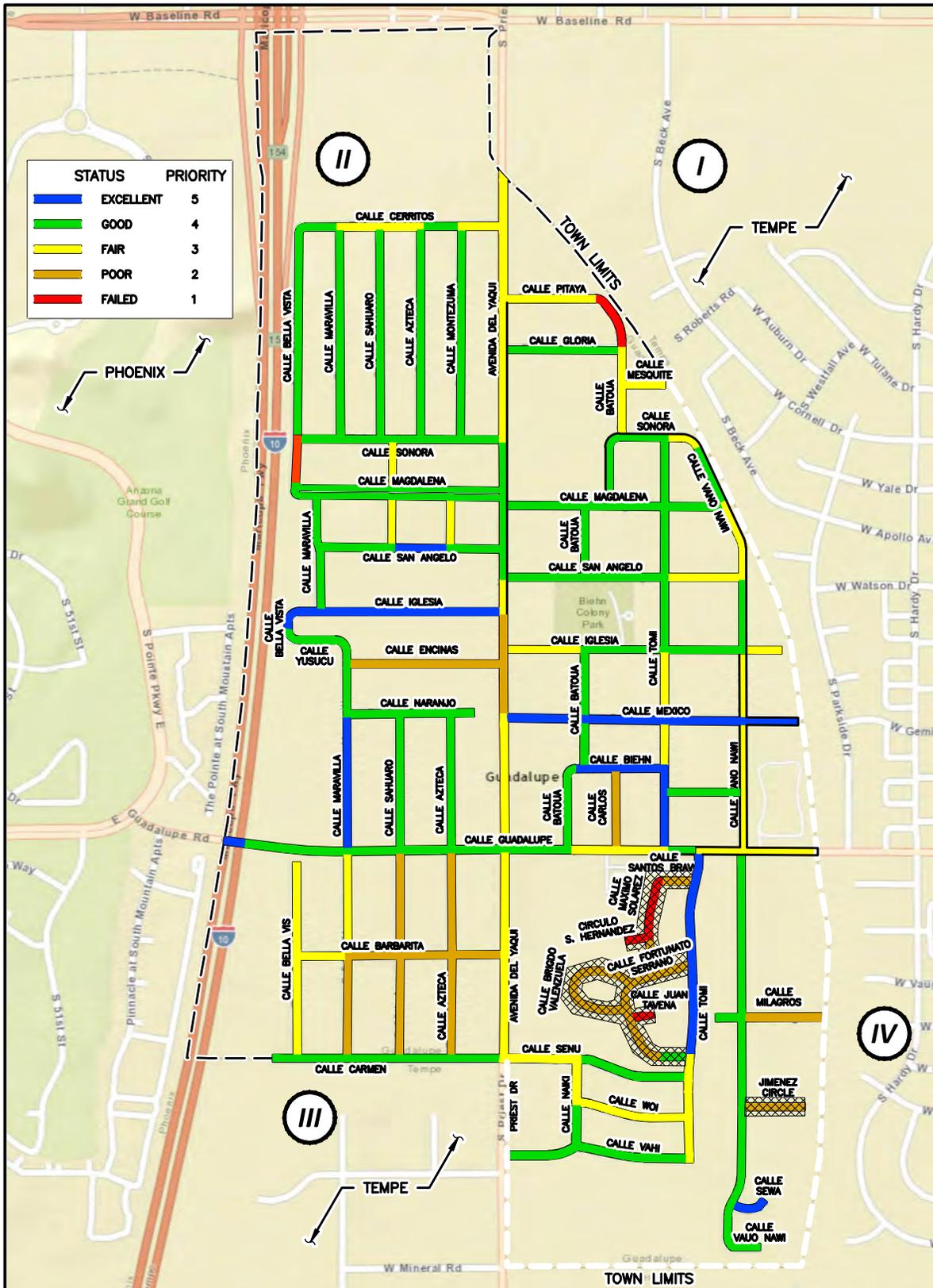
7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"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;

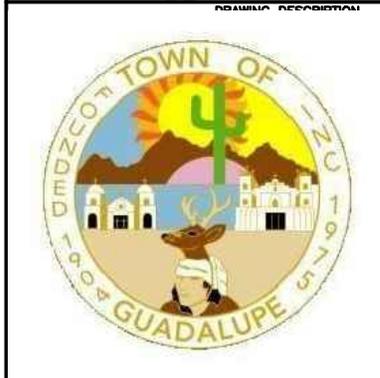
"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"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).



STATUS	PRIORITY
EXCELLENT	5
GOOD	4
FAIR	3
POOR	2
FAILED	1

**LEGEND**  
 EXTENTS OF PROPOSED NEW PAVING



EXTENTS OF PROPOSED NEW PAVING

### TOWN OF GUADALUPE PAVEMENT REPLACEMENT

**Dibble  
Engineering**

SCALE NOT TO SCALE	DATE 11/16/2018
REFERENCE SHEET XX	AUTHOR XXX
ISSUED WITH XXXXXXXXXXXXXXXXXX	PROJECT NUMBER 1016014
SHEET NUMBER	EXHIBIT 2





# EDUCATE • EMPOWER • SUCCEED, LLC

Serving Arizona Communities  
*Dedicated to Quality*

Greetings:

My name is Sonya Beck and I am the Programs Director for Educate • Empower • Succeed (EES). I would like to invite your qualifying students to participate in a new program, Pre-Employment Transitional Services\* for students ages 14-22 with an IEP or 504 Plan enrolled in an accredited school. Under this program, EES provides workshops related to educational goals, independent living skills, self-advocacy skills, work readiness skills, and job shadowing. The workshops are FREE to these qualifying students and are a gateway learning opportunity to being successful after high school.

EES provides many social service-based programs throughout Arizona. We have programs for adults with disabilities, as well as educational based programs for all students in kindergarten thru 12<sup>th</sup> grades.

EES is one of five vendors approved by the Arizona Department of Education to provide FREE tutoring services to all students attending a qualifying school, regardless of need or socioeconomic status. Tutoring is done for intervention related to reading, writing, and math and a student has the potential to have up to 90 hours tutoring per semester.

Enclosed are enrollment forms and information on our workshops. EES is available to provide workshops at your school, community center, or library.

I would welcome the opportunity to meet with you to discuss services for your students and their families. Please contact me at 480-818-8797 or [sonya@eesaz.org](mailto:sonya@eesaz.org) to learn more about EES.

Thank you for your time!

Regards,

Sonya Beck  
Programs Director

\*This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the department.



# EDUCATE · EMPOWER · SUCCEED, LLC

Serving Arizona Communities  
*Dedicated to Quality*

## FREE Pre-Employment Transitional Workshops

- **What is a Pre-Employment Transitional Workshop?** *Pre-ETS Workshops are designed to assist qualifying students with learning more about opportunities beyond high school related to: job exploration, work readiness skills, self-advocacy skills, post-secondary education, and work-based learning experiences.*
- **Who qualifies?** *Students ages 14-22 with an IEP or 504 Plan currently enrolled in an accredited school.*
- **When and where are the workshops held?** *Workshops are scheduled monthly and are held at the school.*
- **How do I enroll my student?** *Enrollment forms are available at the school or by contacting Sonya Beck at [sonya@eesaz.org](mailto:sonya@eesaz.org) or 480-818-8797.*
- **What do I need to provide?** *Parents/guardians will need to complete the enrollment form and provide IEP and/or 504 Plan documentation. The school can also assist in the enrollment process by signing an acknowledgement the student qualifies under an IEP or 504 Plan.*
- **What workshops are available?** *EES is currently offering 1-Hour Workshops in the following categories:*
  - **Work Readiness**
    - “Show Me The Money” (budgeting)
  - **Post-Secondary Education**
    - “It’s Cool To Stay In School” (options for after high school)
  - **Self-Advocacy**
    - “What Does It Mean When I Turn 18” (self-advocacy, decision making, legalities of being 18)
  - **Job Exploration**
    - “What Do I Want To Do When I Am Done With School” (deciding a career path)
  - **Work-Based Learning**
    - “Don’t Be A Jerk At Work” (Job shadowing and work tours for first time workers)

***EES is pleased to collaborate with teachers to create unique and specific workshops based on their students’ needs and abilities.***

This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the department.



## Pre-employment Transition Services Request Form for Students with Disabilities

### STUDENT WITH A DISABILITY VERIFICATION

**Definition:** A 'student with a disability' means an individual with a disability in a secondary , postsecondary, or other recognized education program who is not younger than 14 and not older than 22 years of age; is eligible for, and receiving special education or related services under Part B of IDEA; or who is a student with a disability under section 504. This includes secondary students who are homeschooled, and students in non-traditional secondary education programs such as special education programs within the juvenile justice system, GED programs, and occupational training programs.

**If this request form is being completed by school personnel, please verify the following:**

By signing this form, I verify that the individual identified above meets the definition of a student with a disability and is

- A student with a disability for the purposes of section 504; or
- A student with a disability and is receiving transition services under an Individualized Education Plan (IEP)

School Personnel Name: \_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_  
(Printed) (Signature)

**If this request form is being completed by VR personnel, please verify the following:**

By signing this form, I verify that the individual identified above meets the definition of a student with a disability and is:

- A student with disability for the purposes of Section 504; or
- A student with a disability and receiving transition services under an Individualized Education Plan (IEP); and
- Eligible or potentially eligible for VR services

VR Personnel Name: \_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_  
(Printed) (Signature)

**If this request form is being completed by non-school/VR personnel, one of the following supporting documents must be included with the submitted request form:**

- Individualized Education Plan (IEP) or 504 Plan
- Proof of receipt of SSI/SSDI based on individual's own disability (SSI/SSDI award letter)
- Medical or psychological documentation with diagnosis signed by a licensed professional

<b>Contractor Use Only</b>	
CONTRACTOR NAME: <u>Educate - Empower - Succeed, LLC</u>	
Services Requested (Check all that apply and provide total number of sessions and dates to complete workshop category type):	
<input type="checkbox"/> Job Exploration Counseling No. Sessions/Dates <u>1 -</u>	<input type="checkbox"/> Self-Advocacy Instruction/Peer Mentoring No. Sessions/Dates <u>1 -</u>
<input type="checkbox"/> Work-Based Learning Experience(s) No. Sessions/Dates <u>1 -</u>	<input type="checkbox"/> Counseling on Opportunities for Enrollment in Comprehensive Transition/Post-Secondary Education Program No. Sessions/Dates <u>1 -</u>
<input type="checkbox"/> Workplace Readiness Training No. Sessions/Dates <u>1 -</u>	<input type="checkbox"/> The student/family has been provided information on how to pursue Vocational Rehabilitation services
Comments: <u>Information and referral forms will be given at the first workshop session.</u>	
Signature of Contractor Representative _____	DATE: _____

**Please submit this completed form and supporting documentation (if applicable) to:**  
**RSATransition@azdes.gov**



**EDUCATE • EMPOWER • SUCCEED, LLC**

Serving Arizona Communities

*Dedicated to Quality*

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## Serving Arizona Communities Statewide

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### Company Resume

Educate • Empower • Succeed, LLC (EES) is in Mesa, Arizona.

Educate • Empower • Succeed, LLC  
1921 S. Alma School Road #303  
Mesa, AZ 85210  
480-818-8797 Office  
1-844-EZ-LEARN  
480-558-1279 FAX  
[www.eesaz.org](http://www.eesaz.org)

EES provides statewide tutoring services to children and adult students, as well as providing vocational services to adults with disabilities in Gila, Graham, Maricopa, Pima, Pinal, Yavapai and Yuma Counties. EES holds contracts with the Arizona Department of Education (ADE), Arizona Department of Economic Security – Rehabilitation Services Administration (ADES), as well as holding contracts with individual school districts, Indian Communities, and educational facilities. **EES is one of five tutoring companies approved by the ADE to provide services under the State Tutoring Program.**

Our mission at EES is to deliver quality educational and vocational services to individuals in order to attain success for each unique person seeking to increase their knowledge, improve standardized test scores, and achieve career goals.

EES supports our mission by recruiting staff to deliver services and support in a manner that exceeds the expectations of our clients. Our innovative and quality programs are characterized by flexibility in our support service delivery. Our one on one and/or small group approach enables EES to focus on the specific support needs while strengthening the capabilities of each person using our services.

## Core Skills and Services

EES has developed core skills in education and training services. As a result, EES is well qualified to offer services in tutoring and educational programs in the following areas:

**Career:** EES offers vocational services related to assessments, job development; job placement; job coaching; and skills and training needed for employment.

**Education:** EES offers several educational services for grade levels K through 12, as well as adults, these include supplemental educational services for before and after school tutoring programs, summer school programs, computer training services, AzMERIT preparation, Armed Services Vocational Aptitude Battery (ASVAB) preparation, ACT and SAT preparation, General Education Diploma (GED), college, university, and trade school tutoring.

**Independent Living Skills:** EES offers diverse options including, but not limited to: financial planning/money management/budgeting; banking; learning to use public transportation; personal and social skills; obtaining social security card/fingerprint clearance/driver's permit/driver's license/food handler's card; organizational skills; personal safety; personal hygiene; personal management of medications; meal planning and nutrition; interpersonal skills; and more!

**Pre-Employment Transitional Services:** EES offers workshops designed to assist qualifying young adults, ages 14-22 with IEPs or 504 plans, determine their career path. This is done by providing instructional services related to: work readiness skills, counseling for post-secondary education, self-advocacy training, job exploration, and work-based learning.

**Substance Abuse:** EES management has over 6 years' combined experience in assisting individuals in recovery from drugs and alcohol with vocational and educational goals, independent living skills, and recovery residence living.

## Areas of Expertise

- Creating and implementing educational programs designed to improve standardized test scores
- Collaborating with educational facilities to create intervention programs, before and after school programs, summer and holiday break programs
- Providing one on one tutoring, small group tutoring, and workshops to meet the needs of clients
- Developing community relationships and supports for our vocational services programs
- Educating families regarding available resources
- Training individuals in computer skills in one on one or small group settings
- Developing community relationships and advocating for individuals with disabilities
- Understanding substance abuse and resources for those impacted

## Contracts and Experience

- ADE – State Tutoring Program Statewide
- ADE - AIMS Preparation Tutoring Program under State Tutoring Fund Grant
- ADES – Rehabilitation Services Administration – Disability Related Employment Services
- ADES – Rehabilitation Services Administration – Career Exploration
- ADES – Rehabilitation Services Administration – Job Training
- ADES – Rehabilitation Services Administration – Supported Education
- ADES – Rehabilitation Services Administration – Rehabilitation Instructional Services
- ADES – Rehabilitation Services Administration – Trial Work Experience
- ADES – Rehabilitation Services Administration – Vocational Rehabilitation Tutoring
- ADES – Rehabilitation Services Administration – Work Adjustment Training
- ADES – Rehabilitation Services Administration – Pre-Employment Transitional Services
- ADHS – Arizona State Hospital Special Education, GED and Literacy Programs
- Unnamed Indian Community – summer school and afterschool tutoring 2015 - 2017
- Phoenix Union High School District – Tutoring in content areas of Language Arts and Math
- Cartwright Elementary School District - Math Intervention
- Maricopa County Regional School District – Math and Reading Intervention
- Santa Cruz Valley Union High School – AIMS Preparation for Math
- North Star Charter Schools – Tutoring services in content areas of Language Arts and Math
- Washington Elementary School District - Academic Improvement Tutoring Services
- Greater Phoenix Purchasing Consortium of Schools – Tutoring Services
- Arizona Supplemental Educational Services – approved provider for 2010 – 2012 prior to ESEA Waiver passing eliminating SES services
- California Supplemental Educational Services – approved provider for 2014 – 2015 for K – 12 in content area of Math
- Montana Supplemental Educational Services - approved provider for 2013 – 2015 prior to ESEA Waiver passing eliminating SES services
- Nevada Supplemental Educational Services – approved provider for 2012 - 2013 prior to ESEA Waiver passing eliminating SES services

## Job Development and Placement Experience

EES is an approved vendor for RSA/Vocational Rehabilitation. Dee Dee Lepper, Chief Executive Officer has been working with Vocational Rehabilitation for 22 years. Dee Dee has been very successful in assisting individuals with diverse skill-sets and abilities in obtaining and keeping employment. Our approach of treating clients as unique individuals rather than by their disability, has been extremely successful in assisting our clients with their educational and career goals. **EES has a success rate of 74% in job placement and retention.**

All EES programs through RSA are created in-house and designed to ensure each client is receiving equal services no matter who the EES assigned provider might be. EES has high expectations of our staff to provide quality services with integrity. EES management is “hands on” and available to our clients and their families to address any questions or concerns. Our tagline is, “Dedicated to Quality”.

## Education and Experience

EES staff hold valid Identity Verified Prints (IVP) Arizona Fingerprint Clearance Cards and are background checked through Arizona Child Protective Services Central Registry. EES tutors have valid teaching certificates with the State of Arizona or hold a paraprofessional qualification status. All EES staff are e-verified prior to hire and attend mandatory training, as well as attend continuing education trainings provided by EES.

Sonya Beck, Programs Director and Dee Dee Lepper, Chief Executive Officer of Educate • Empower • Succeed, have developed educational and vocational programs with a history of proven success. Sonya and Dee Dee directly program managed a Supplemental Educational Services program in Arizona for two years (2010 – 2012). In the two years they provided services under the Arizona SES contract, *their client base grew 627% in parent choice*. Each student EES served, whether it was one on one or in small groups had effective results of **improving at a minimum of 39%** with their scores from the pre-assessment to the post-assessment testing. Overall for 2010-2011 school year, students showed **89% improvement**. Overall for 2011-2012 school year, students showed **64% improvement**.

Our AIMS preparation tutoring program has been very successful in assisting high school students improve scores as well as pass the AIMS test. Santa Cruz Valley Union High School students worked with EES tutors during the 2012-2013 school year to prepare for the math portion of the AIMS test. Successful results of the tutoring were evident in their AIMS scores. **61% of the participating students passed the AIMS math. Over 71% of the students with a score of “Falls Far Below” improved to “Approaches”**. High school students attending North Star Charter Schools showed **an 11% average of improvement** per student score within six weeks of tutoring with EES. At the end of the 2012-2013 school year, students **showed an average improvement in their AIMS scores of 31%**.

Math and Reading intervention programs are important with the rigorous standards set forth by the ADE. For the 2015-2016 school year, EES provided intervention services to over 175 elementary and middle school students. The elementary and middle school students showed an **overall increase of 17 points in math**, going from an average of 36% to 53%, which is a **percentage increase of 47%**. The same students, who were pre-assessed and post-assessed in reading, showed an **overall increase of 17 points in reading**, going from an average of 33% to 50%, which is a **percentage increase of 52%**.

Statistics from 2016-2017 school year under the State Tutoring Fund Grant, EES provided math and language arts intervention to over 300 students in 30 Arizona schools. Students showed an **overall increase of 17 points in math and/or reading** from pre-assessment to post-assessment.

EES is proud to have provided **over 20,026 hours of FREE tutoring to over 2,100 students** under the State Tutoring Fund Grant from 2011 – 2017.

EES teachers and tutors are experienced in working with diverse student populations, including English Language Learners, Individualized Education Programs, and 504 Plans.

*Education is an area we strongly believe in and we are dedicated to assisting those students who need that extra help to get them to the next level.*

## Management Team

**Dee Dee Lepper:** Since 1996, Dee Dee Lepper has been working with individuals with disabilities, assisting adults and children in achieving goals related to education, career, and daily life skills. Dee Dee is a successful business owner with over 22 years' experience in executive management level positions and a proven track record of increasing productivity and revenue. Her passion for helping others led Dee Dee to establish companies providing social services and education services in Arizona, California, Montana and Nevada. Her companies have held state and federally funded contracts through the Department of Economic Security, Department of Education, Department of Health Services and the Division of Developmental Disabilities. Dee Dee has provided leadership for a regional staff of over 150 employees and she also holds P & L responsibilities, oversees finances, business development, marketing, production, human resources, and administrative affairs. Dee Dee holds Level One Fingerprint Clearance in Arizona, California, Montana and Nevada. She is certified in Nevada for Job Development and Job Coaching under the Nevada Department of Employment, Training and Rehabilitation. Dee Dee is a member of the National Association for Alcoholism and Drug Abuse Counselors (NAADAC). Dee Dee is bonded as a Notary Public in Arizona.

**Sonya Beck:** Sonya Beck has over 10 years' experience in social services and over 25 years' experience in senior management level positions in program and product development, management, marketing and sales with national and international corporations, as well as small local businesses. Sonya has directly managed programs generating upwards of \$22.8 million dollars in annual revenue. She has successfully written and developed educational programs targeting academic achievement and improvement. The programs Sonya developed assist children with improving their academic achievements through state and federally funded mandates as well as assisting adults with disabilities in achieving their vocational and educational goals. Sonya holds Level One Fingerprint Clearance in Arizona, California, Montana and Nevada. Her education includes a Bachelor of Arts in Liberal Studies – Organizational Communication, Focus in Social Sciences from Northern Arizona University. She graduated Summa Cum Laude; was inducted to Sigma Alpha Lambda and Phi Theta Kappa honor societies; and was recognized in The National Dean's List, 28th Edition, Volume IV. Sonya holds an Associates in General Studies, as well as a Paralegal Certificate from Chandler-Gilbert Community College. Sonya is certified in Nevada for Job Development and Job Coaching under the Nevada Department of Employment, Training and Rehabilitation. Sonya is a member of the National Association for Alcoholism and Drug Abuse Counselors (NAADAC).



**BOYS & GIRLS CLUBS**  
OF THE EAST VALLEY

# Thunderbirds Guadalupe Branch



# Who we serve

Kids ages  
5-19

- Academia del Pueblo
- Aguilar Elementary School
- Arredondo Elementary School
- ASU Preparatory Academy
  - Fuller Elementary
- Kyrene de la Mariposa Elementary
- Kyrene de las Lomas Elementary
- Kyrene De Las Manitas Elementary
  - Kyrene de los Ninos
  - Kyrene Del Norte
  - Kyrene Middle School
  - Marcos de Niza High
  - Mountain Pointe High
  - Rover Elementary
  - Waggoner Elementary
  - Wood Elementary
  - Ward Elementry

**May 31<sup>st</sup> 2019**  
**119 Town Of  
Guadalupe  
Residents**



# Bussing & Transportation

BGCEV provides transportation (\$45) from:

- Lomas
- Rover
- Wood
- Fuller

Free transportation provided by the School\*:

\*Please contact the school or their transportation department directly to confirm space and availability on the Boys & Girls Club buss

- Frank
- Kyrene de los Ninos
- Fees
- Marco De Niza





# Mission Statement

We are a community-based character building youth development organization. We deliver the highest quality programs and provide opportunities to assist youth and teens in developing their self-esteem, values and skills in a fun and safe environment. Our professionals guide members through personal, educational, and social development to realize their full potential and become positive, value oriented and productive citizens.

# About Us

For over 50 years, Boys & Girls Clubs of the East Valley have been providing services for youth ages 5-19.

We currently have 11 clubs in 8 communities – Apache Junction, Chandler, Gila River, Gilbert, Guadalupe, Mesa, Tempe, and Queen Creek.

We provide outcome driven programs and activities in the areas of education, character and leadership, health and physical education, the arts, and technology.

## Programs offered include:

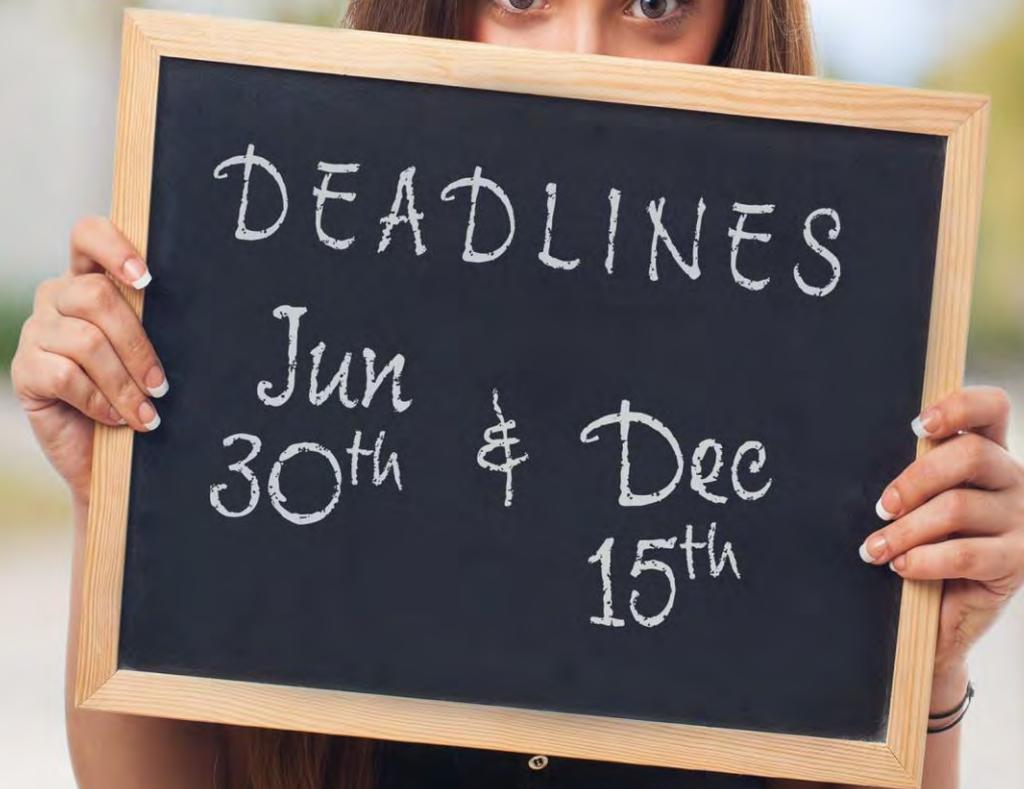
- Torch and Keystone Club
- Power Hour
- Youth of the Year
- Soccer for Success
- National Fine Arts Exhibit
- NetSmarts
- **Smart Moves**
- **Many More**



# SENIORS SCHOLARSHIP



BOYS & GIRLS CLUBS  
OF THE EAST VALLEY



DEADLINES

Jun  
30<sup>th</sup> & Dec  
15<sup>th</sup>

*Ask your staff for an application today!*

**\$1000 : University    \$650 : Community College/Trade School**

**BE GREAT.**



BOYS & GIRLS CLUBS

# Priority Outcomes

Academic Success



Good Character & Leadership



Healthy Lifestyles

# Core Beliefs

1. A safe place to learn and grow.
2. Ongoing relationships with caring, adult professionals.
3. Life enhancing programs and character development experiences.
4. Hope and Opportunity.

# Club Rules

- Respect Yourself and Your Peers
- Respect the Staff and Volunteers
- **Respect the Club and It's Equipment**





# Membership & Fees

Membership forms must be filled out completely and all fees paid before a child will be admitted as a member of our Club. Please notify the Front Desk of any changes of information (i.e. address, phone numbers, etc.) The \$30 annual membership fee is good from June 1- May 31 regardless of the date on which the member began.

For Guadalupe Community Members the Annual fee is \$15 with no monthly charge



2019

# IMPACT REPORT



## The Thunderbirds - Guadalupe Club Experience

Boys & Girls Clubs fill the gap between school and home. We provide welcoming, positive environments in which kids and teens have fun, participate in life-changing programs, and build supportive relationships with peers and caring adults.



## The Need in Our State

Every day 318,223 kids in Arizona leave school with nowhere to go.<sup>1</sup> They risk being unsupervised, unguided and unsafe.

## Our Reach



**1** Club  
11 Boys & Girls Club Sites in East Valley



## Member Demographics



“Don't let others define your dreams.”



**Cristian Herrer**  
Thunderbirds Branch - Guadalupe  
Youth of the Year

For years, Boys & Girls Clubs of the East Valley aided Cristian through rough patches in his life, from motivating him to take on advanced classes and excel in them after falling grades, to providing food, clothing, and a safe space to learn and grow after school. Cristian has a dream of one day becoming a U.S. citizen and being the first to graduate from college in his family. His desire is to become a computer tech engineer, and in order to accomplish this dream, is taking dual enrollment classes as a high school student such as physics, advanced composition, and college math, supported by Rio Salado community college to take a step further in building my academic career.

# Demonstrating Our Positive Impact



## ACADEMIC SUCCESS

### The Need

23% of young people in Arizona fail to graduate from high school on time.<sup>1</sup>

### What We Do

Develop competitive graduates, through programs designed to ensure all Club members graduate from high school on time, ready for a post-secondary education and a 21st-century career.

### Our Impact

Among our teen-aged Club members, **93%** expect to graduate from high school, and **62%** expect to complete some kind of post-secondary education.

1. Arizona Department of Education



## GOOD CHARACTER AND CITIZENSHIP

### The Need

65% of high-school youth in East Valley were involved in a physical fight in the past year.<sup>2</sup>

### What We Do

We help youth become responsible, caring citizens and acquire skills to participate in the democratic process. Program participants also develop leadership skills and gain opportunities for planning, decision-making, and contributing to the Club and community.

### Our Impact

**75%** of Club teen members volunteer in their community at least once per year, while **54%** volunteer in their community at least once per month.

2. Local BGCA Annual Report Data



## HEALTHY LIFESTYLES

### The Need

11% of young people ages 14-19 in Arizona are overweight or obese.<sup>3</sup>

### What We Do

Encourage and teach young people's capacity to engage in positive behaviors to nurture their well-being, set personal goals, and grow into self-sufficient healthy adults.

### Our Impact

**58%** of Club members ages 9 and older report getting at least an hour of physical activity on five or more days per week.

3. Source: stateofobesity.org/high-school-obesity

## How You Can Help



With your generous support, Boys & Girls Clubs of the East Valley will create opportunities to help more kids and teens achieve great futures.

To make a donation or to learn about other ways you can help, contact Christine at [GreatFutures@Clubzona.org](mailto:GreatFutures@Clubzona.org) or call 480-820-3688. Visit [www.Clubzona.org](http://www.Clubzona.org) to donate online.

## GREAT FUTURES START HERE.



### THUNDERBIRDS - GUADALUPE

9225 South Avenida Del Yaqui | Guadalupe, AZ, 85283

Phone: (480) 897-6247 | Fax: (480) 768-1543

Email: [Thunderbirds@Clubzona.org](mailto:Thunderbirds@Clubzona.org) | [www.Clubzona.org](http://www.Clubzona.org)

1. Source: [www.afterschoolalliance.org](http://www.afterschoolalliance.org).



Conrado F. Bilducia  
 American Legion Post 124  
 9201S. Avenida Del Yaqui #3  
 Guadalupe, Arizona  
 85283

August 25, 2019

Reference: Lease Agreement C2018-09, Para. Term 1 e)

Honorable Mayor Valerie Molina  
 Honorable Town Council

Conrado F. Bilducia American Post 124's leadership and its membership are requesting that Town of Guadalupe grant a waiver on the 25-50 year renewal period and modify the lease agreement to an initial 35 year lease rather than the 25 years and would be renewable at end of 35 year period to another 25 year lease.

The request is based on unforeseen damage to the shuttered building known as the Guad located at 8419 S Avenida del Yaqui, Guadalupe AZ, 85823. The repair cost has escalated due to the damage uncovered during cleaning, removal of mold and damaged drywall and ceiling. The cost of ADA modifications has also contributed to repairs cost.

WILLMENG Construction has estimated a cost of \$425,000 to renovate the Guad. In the past and in talks with United State Department of Agriculture (USDA) the Post had been working with a lower loan figure than the new professional estimate. Consequently, in order to make the USDA loan payments supportable the Post would like to extend the USDA loan period to 35 years from a 25 year loan.

The estimated payments of 25 year and 35 year lease are shown in the following

FULL AMOUNT of LOAN	35% OF Amount Grant	LOAN AMOUNT	25 YR LOAN	35 YR LOAN
\$400,000	\$140,000	\$260,000	\$1,408*	\$1,200*

\*INCLUDES A 10% OF PAYMENT HOLDBACK BY POST 124 AS SECURITY

The 35 year lease is the longest term that USDA will fund Federal loans. As you can see if extended it will save the Post a sizeable amount in terms of payment amounts.



Reference: Lease Agreement C2018-09, Para. Term 1 e) (cont.)

This revision of lease agreement is a win for our community. The community center/Post gets built in a timely manner and the community can take advantage of the facilities a lot sooner than a seven year wait.

FOR GOD AND COUNTRY

JAIME JIMENEZ  
POST 124 COMMANDER

A handwritten signature in black ink, appearing to read 'Jaime Jimenez', is written over the printed name and title.

**C2018-09**  
**Lease Agreement**  
**Between**  
**Conrado F. Bilducia American Legion Post 124**  
**and**  
**the Town of Guadalupe**

Lease Agreement made and entered into as of this 12<sup>th</sup> day of April, 2018 by and between the TOWN OF GUADALUPE, an Arizona municipal corporation as Lessor (hereafter known as the "Town") and the Conrado F. Bilducia American Legion Post 124, an Arizona non-profit corporation under term of Section 501(c)(3) of the U.S. internal Code as Lessee (hereafter known as the "Post").

**RECITALS:**

- A. The Town is true and lawful owner of the Real Property (the Property, the Structure and Fixtures are referred to herein as the "Property") described in Exhibit "A" attached hereto and located at 8419 S. Avenida del Yaqui, Guadalupe, Arizona. Parcel 301-06-063, Maricopa County, MCR Number 2118.
- B. The Town agrees to lease the Property to the Post and the Post agrees to lease the Property from the Town subject to all of the terms and conditions of this Lease Agreement.
- C. The Town agrees to a twenty-five (25) year lease with subsequent twenty-five (25) year extensions at a full rent of One Dollar (\$1.00) per year subject to the Post executing the terms and conditions set forth hereafter.

1. Term.

- a) The term shall commence on the date hereof and shall continue subject to the terms and conditions herein. Years 0-1. The post must provide the insurance within one (1) year of Council approval. Failure to obtain insurance within one (1) year will cancel the lease. Until insurance is obtained, the Post shall have no right to go on the property. Should an insurance inspection be necessary, the Town will allow access for such person on reasonable notice. Once the Post has provided proof of proper insurance, the Post shall be responsible for proper levels of general liability insurance during construction and renters insurance once the building is occupied. The Post shall be responsible for all necessary utilities and basic maintenance as set forth hereafter. The Town also shall be responsible for proper levels of property insurance. The Town shall be responsible for determining the presence and levels of asbestos through an asbestos survey and test and be solely responsible for the cost of the survey.
- b) Years 0-2. The Post must obtain proper drawn renovation and repair plans and submit the plans to the Town for approval. Rent during this period will be One Dollar (\$1.00) per year. Failure to obtain approved plans by the end of year two (2) will terminate the lease.
- c) Years 2-7. The Post must use licensed contractors for major electrical, plumbing, HVAC, structural and roofing renovations. General repairs such as fixture, cabinetry, paint, finish work will be completed by qualified personnel. General repairs shall be in accordance with all State Statutes particularly

related to the registrar of contractors and the handyman exemption ARS 32-1121 and ARS 32-1151. All renovations, repairs and construction shall be in accordance with proper building permits and all applicable building codes and the approved plans. The Post must receive a Certificate of Occupancy by the end of year seven (7). Rent during this period shall be One Dollar (\$1.00) per year. Should asbestos be present, as identified in the asbestos survey and test, the Town shall match the lesser of funds not to exceed Ten Thousand Dollars (\$10,000) by the Post or 50% of total asbestos remediation costs to abate and remove the asbestos.

- d) Years 7-25. If a Certificate of Occupancy has not been achieved by the end of year seven (7), the lease will be terminated and the Post will have no obligation to pay rent or right to occupy the Building. Rent during this period shall be One Dollar (\$1.00) per year.
- e) Years 25-50. The lease shall automatically be extended for an additional twenty-five (25) year period at a rate of One Dollar (\$1.00) per year unless the Post is in default.

## 2. Rent.

On the date of execution of this Lease Agreement, the Post shall pay the Town the full rent of One Dollar (\$1.00) per year subject to executing herein. The 25 year lease shall include subsequent twenty-five (25) year extensions at a rent of One Dollar (\$1.00) per year.

## 3. Work.

All major work shall be done by, or under the supervision of licensed contractors and subcontractors and shall be in compliance with the approved plans and all applicable permits and building codes.

## 4. Insurance.

The Post and all contractors working on the Post's renovation project shall have a general commercial liability policy for bodily injury and property damage. All such policies shall name the Town of Guadalupe as an additional insured.

## 5. Indemnity.

To the fullest extent permitted by law, the Post shall defend, indemnify and hold harmless the Town, its officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from any and all construction, renovation, rehabilitation and restoration activities, acts, errors, mistakes, omissions, work or service.

The Post's duty to defend, indemnify and hold harmless the Town, its officers, officials and employees shall arise in connection with any claims, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment

or destruction of property, including loss of use therefrom, caused in whole or in part by any act, error, omission, work or service of all construction, renovation, rehabilitation and restoration activities and work that anyone the Post directly or indirectly employs or allows to come on to the property or anyone for whose acts the Post or its Board of Directors, officers or individual members may be liable.

6. Use and Acceptance of the Property "As Is".

The Post shall accept the property "as is" with full knowledge that in its present condition it is not fit for occupancy.

The Post is responsible for securing the property and keeping trespassers and children out of the building and the outside area.

There shall be no use of the property in any way except for construction activities and routine maintenance until such time as a Certificate of Occupancy is issued.

The Town will not be performing any maintenance or major repairs during the term of the lease until a Certificate of Occupancy has been issued. Once the Certificate of Occupancy has been issued, the Town, as Town budgets allow, will be responsible only for major repairs, defined as those repairs with a cost of Seven Thousand Five Hundred Dollars (\$7500.00) or greater unless said repair was caused by the negligence, neglect or failure to maintain by the Post or any other person. In such case, the Post is fully responsible.

7. Inspections.

The Town reserves the right to inspect the interior of the building or the exterior of the building upon reasonable notice and at any time should there be an actual emergency.

8. Events.

The Post is always responsible for the safety of everyone who comes on to the property whether it is a Post sponsored event or a special event. If the Post wishes to allow a third party to use or rent the premises for a public or private event, the Post shall be liable and responsible for the event and may not delegate its liability to the holder of the event who along with the Post shall be liable.

The Post shall be responsible for ensuring that all necessary insurance, permits and licenses are obtained for any event on the premises whether a Post event or an event hosted by another. No alcohol may be served at any event without a properly approved special events liquor license from the Arizona Department of Liquor License and Control and from the Town Council and all required security and controls are in place.

9. No Assignment or Liens.

This lease may not be assigned to anyone without the express permission of the Town. The Post will take no action that would allow anyone to record a lien of any sort or a judgment against the leased property. The Post may not encumber the Property in any way without the express permission of the Town.

10. Default.

The following is a list of some but not all of the potential defaults:

- (a) Beginning construction without permits, or other necessary approval for the Town,
- (b) Beginning construction with contractors who are not licensed and/or do not carry proper insurance as required,
- (c) Beginning construction that is not in compliance with Town Codes or the approved plans,
- (d) Failing to maintain the exterior of the building and/or the grounds and/or failing to secure the building,
- (e) Utilizing the building and property for non-construction activities prior to obtaining a Certificate of Occupancy,
- (f) Failing to pay rent as required,
- (g) Serving alcohol on the property without obtaining the properly approved liquor license from the Arizona Department of Liquor License and Control and from the Town Council and all required security and controls are in place,
- (h) Failing to pay contractors and/or subcontractors as required under construction contracts,
- (i) Failing to defend or indemnify the Town as required herein.
- (j) Failing to maintain the Post's corporate status in good standing or disbanding the Post,
- (k) Abandoning the project and/or the property without proper notice.

11. In event of default.

In the event of a default, the Town at its option may revoke the lease as set forth herein and shall be entitled to recover its reasonable attorney fees, court costs and expenses.

12. Reimbursement.

The Post shall have no claim for reimbursement for any expenses it incurs pursuant to the lease whether preliminary or after construction begins unless the Town terminates the lease without cause. Should the Town terminate the lease without cause, the Post is entitled to all expenses incurred for the building and the property.

13. Termination.

The lease shall terminate as follows:

- (a) At the end of the first twelve (12) months, one (1) year, if the Post has not obtained insurance.
- (b) At the end of year two (2), if no proper prepared plans have been developed and approved.
- (c) At the end of year seven (7), if the Post has not obtained a Certificate of Occupancy.

- (d) If the lease is revoked due to a monetary default and is not cured within thirty (30) days of receipt of a written notice of default and a demand to cure.
- (e) If the lease is revoked due to a non-monetary default and is not cured within sixty (60) days of receipt of a written notice of default and a demand to cure.
- (f) At any time upon the Post giving the Town a thirty (30) day written notice of cancellation.
- (g) The lease shall automatically be extended for an additional twenty-five (25) year period at a rate of One Dollar (\$1.00) per year unless the Post is in default.

14. Duties of the Post at Termination.

- (a) If a Certificate of Occupancy has not been issued, the Post shall return the premises in no worse condition than when the lease was signed and the exterior of the building shall be free of graffiti and the grounds shall be clean and free of litter.
- (b) If a Certificate of Occupancy was issued, the building shall be returned in good repair and broom cleaned on the inside with the outside free of litter and graffiti.
- (c) All improvements and fixtures installed by the Post shall remain and are the property of the Town.

15. Duty of Good Faith.

The parties shall act in good faith throughout the term of this contract.

16. No Agency or Joint Venture.

Nothing herein shall be construed as creating an agency relationship or a joint venture between the Town and the Post. The Post, its employees, officers, and members have no authority to bind the Town to any contract or agreement with any third party.

17. Conflict of Interest.

A.R.S. § 38-51 concerning conflict of interest is applicable to this agreement.

18. Resolution of Conflicts.

In the case of a disagreement between the Post and the Town regarding the terms of this contract, each party shall assign 3 members to attempt to negotiate mutually acceptable resolution.

19. Notices.

All notices pursuant to this Lease Agreement shall be addressed to the **Post 124** as follows:

Conrado F. Bilducia American Legion Post 124  
9201 S Avenida del Yaqui, # 3  
Guadalupe, AZ. 85283

All notices pursuant to this Lease Agreement shall be addressed to the **TOWN** as follows:

Town of Guadalupe  
9241 S. Avenida del Yaqui  
Guadalupe, AZ. 85283

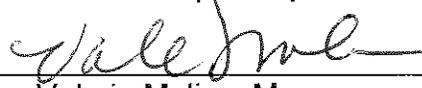
IN WITNESS WHEREOF, TOWN and POST have executed and delivered this Lease Agreement the day and year first above written.

For POST:

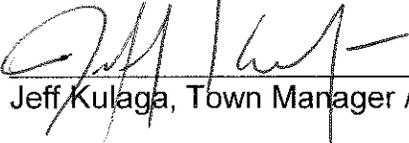
Conrado F. Bilducia American Legion Post 124,  
an Arizona non-profit corporation

By:   
Its: Commander

For TOWN: TOWN OF GUADALUPE,  
An Arizona municipal corporation

By:  4/12/2018  
Valerie Molina, Mayor

ATTEST:

 4/12/2018  
Jeff Kulaga, Town Manager / Clerk

APPROVED AS TO FORM:

 4/12/2018  
David Ledyard, Town Attorney

**EXHIBIT "A"**

THAT PART OF BLOCK 4 OF EAST GUADALUPE, SUBDIVISION RECORDED IN BOOK 162, PAGE 35, MARICOPA COUNTY, ARIZONA RECORDS, DESCRIBED AS FOLLOWS:

FROM THE SOUTHERNMOST TERMINUS OF THE CURVE AT THE SOUTHEAST CORNER OF THE SAID BLOCK 4, MEASURE THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID BLOCK 4, A DISTANCE OF 311.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID BLOCK 4, A DISTANCE OF 118.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS POINT BEARING NORTH 00 DEGREES 00 MINUTES 09 SECONDS WEST, 12.00 FEET;

THENCE NORTHWESTERLY 18.85 FEET ALONG THE ARC OF THIS CURVE THROUGH 90 DEGREES 00 MINUTES 00 SECONDS OF A CENTRAL ANGLE TO A POINT ON THE WEST LINE OF THE SAID BLOCK 4;

THENCE NORTH 00 DEGREES 00 MINUTES 09 SECONDS WEST, ALONG THE SAID WEST LINE OF BLOCK 4, A DISTANCE OF 172.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST, 130.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST, 184.00 FEET TO THE POINT OF BEGINNING.



February 13, 2018

Via Email: [jkulaga@quadalupeaz.org](mailto:jkulaga@quadalupeaz.org)

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

RE: Guad Building Gray Shell Conceptual Budget  
8419 S Avenida del Yaqui, Guadalupe, AZ 85283

Mr. Kulaga

On behalf of GCON Inc and all our employees we present herein our offer to construct the improvements for the Guad Building Gray Shell Conceptual Budget. Our offer is based on our site walk performed on January 26th and scope discussions had on site.

Our proposal for all work shown, indicated and specified under TOTAL is: \$ 669,727.00

***Six Hundred Sixty Nine Thousand Seven Hundred Twenty Seven Dollars and No Cents***

We thank you for the opportunity to provide construction services for this important project. If you desire to discuss our proposal or any part thereof, feel free to contact me at [tiffanyf@gconinc.com](mailto:tiffanyf@gconinc.com) or 480-322-8636.

Sincerely,

Tiffany Fisher  
Director of Public Works

Town of Guadalupe

8419 S Avenida del Yaqui, Guadalupe, AZ 85283

# Conceptual Budget

Estimate Date: 02/13/18

COST CODE	DESCRIPTION					TOTAL
01-3113-L	General Conditions	\$ -	\$ -	\$ -	\$ -	\$ 75,518
01-7423-S	Final Cleaning	\$ -	\$ -	\$ -	\$ -	\$ 600
01-5702-O	SWPPP/Dust Control Allowance	\$ -	\$ -	\$ -	\$ -	\$ 1,060
01-4520-O	Special Inspection Allowance	\$ -	\$ -	\$ -	\$ -	\$ 1,800
99-5000-S	Architectural & Engineering Services	\$ -	\$ -	\$ -	\$ -	\$ 26,790
02-2100-S	Staking & Survey	\$ -	\$ -	\$ -	\$ -	\$ 1,200
02-4100-S	Demolition	\$ -	\$ -	\$ -	\$ -	\$ 20,000
02-8533-S	Remediation	\$ -	\$ -	\$ -	\$ -	\$ 23,100
03-3000-S	Concrete	\$ -	\$ -	\$ -	\$ -	\$ 31,200
06-1000-S	Rough Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 7,500
07-3200-S	Shingle Roofing	\$ -	\$ -	\$ -	\$ -	\$ 4,500
07-7000-S	Insulation	\$ -	\$ -	\$ -	\$ -	\$ 4,500
09-2000-S	Drywall / Framing	\$ -	\$ -	\$ -	\$ -	\$ 5,250
09-9100-S	Painting	\$ -	\$ -	\$ -	\$ -	\$ 3,500
13-1200-S	Engineered Metal Building	\$ -	\$ -	\$ -	\$ -	\$ 191,850
21-1000-S	Fire Sprinklers	\$ -	\$ -	\$ -	\$ -	\$ 13,000
22-2000-S	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ 3,000
23-2000-S	HVAC	\$ -	\$ -	\$ -	\$ -	\$ 32,730
26-1000-S	Electrical / Fire Alarm	\$ -	\$ -	\$ -	\$ -	\$ 16,800
31-1000-S	Earthwork / Paving	\$ -	\$ -	\$ -	\$ -	\$ 12,000
31-3100-S	Pretreat	\$ -	\$ -	\$ -	\$ -	\$ 500
33-1000-S	Wet Utilities	\$ -	\$ -	\$ -	\$ -	\$ 35,000
99-6002-O	CONTINGENCY	\$ -	\$ -	\$ -	\$ -	\$ 20,000
99-6100-O	BOND	\$ -	\$ -	\$ -	\$ -	\$ 5,189
99-7317-O	GENERAL LIABILITY	\$ -	\$ -	\$ -	\$ -	\$ 7,065
99-7318-O	BUILDERS RISK	\$ -	\$ -	\$ -	\$ -	\$ 870
99-6276-T	OVERHEAD, FEE & SALES TAX	\$ -	\$ -	\$ -	\$ -	\$ 125,205
<b>TOTAL CONSTRUCTION COST</b>		\$ -	\$ -	\$ -	\$ -	<b>\$ 669,727</b>



## Scope of Work

### Inclusions

- Building and Utility survey.
- Environmental Testing for Asbestos or other Hazardous Materials.
- Remediation of Asbestos and Hazardous Materials.
- Demolition and Haul off of existing building, slab on grade, foundations and underground utilities within the building footprint.
- New concrete foundations, interior perimeter slab, sidewalk.
- 30' x 10' Entrance patio.
- Shingle roofing on patio.
- R-37 Roof insulation, R-19 wall insulation.
- Interior wall furring for installation of insulation.
- Miscellaneous painting and wood sealing.
- 100' by 50' Engineered Metal Building.
  - 12' clear from finish floor to underside of structure.
  - 5' parapet / screen wall on three sides.
  - Metal roof, single slope to back, gutters and downspouts.
  - Twelve (12) 2'x6' fixed windows.
  - Two (2) 3'x7' single doors w/ hardware. Two (2) 6'x7' double doors w/ hardware.
  - Prefinished exterior panels with faux stucco texture.
- New fire riser and sprinklers.
- Cap existing sewer/water and re-stub into building.
- Four (4) 5-ton rooftop package units. Supply and return drops through roof. Programmable thermostats.
- Salvage and reuse existing SES and primaries. New house panel for HVAC and Lighting. Connection of HVAC units. Interior stumble lighting, exterior egress and wall mounted site lighting.
- Remote dialer and flow switch.
- Four (4) paved handicap stalls adjacent to building with ADA access.
- Termite pretreatment.
- New fire line into building with work in the right of way and tap.

### Exclusions

- Air distribution, roof penetrations only.
- Mold remediation. Any mold present in the building can be removed as part of the demolition process and does not need to be specifically remediated by NESHAP/EPA standards.
- Interior building slab, 3' perimeter slab only.
- Interior drywall.
- Interior bathrooms.

### Qualifications

- Proposal is based on the project being completed during regular work hours.
- Interior building slab will be left out to facility underground installation for future TI.
- Openings in metal building by metal building manufacturer (ie. doors, windows, roof curbs).
- Minimal new paving for ADA, majority of site left or returned to existing conditions.
- Pricing is a conceptual budget and subject to change based on final agreed upon scope and design.



# Town of Guadalupe

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

May 16, 2019

**RE: Letter of Support for the Conrado F. Bilducia American Legion Post 124**

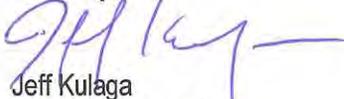
To Whom This May Concern:

I am pleased to support the Conrado F. Bilducia American Legion Post 124 in their effort to secure a USDA Community Facilities Direct Loan. This loan will assist Post 124 in completing the renovation of their American Legion Hall. Once completed the Hall will be a vibrant community resource by providing services and programs to Veterans and offering space for meetings and events.

The Conrado F. Bilducia American Legion Post 124 is a non-profit organization established in 2003. Since that time, the Post has been an active community partner by organizing the annual Town Veterans' Day Parade, volunteering at the annual events including the Town Christmas parade, Christmas Celebration, Dia del Nino and the Halloween Spooktacular. The Guadalupe Town Council has named the Post as a community partner for the past two years through a Town Council approved resolution. The most recent resolution is attached.

Thank you for your consideration.

Sincerely,



Jeff Kulaga  
Town Manager / Clerk

RESOLUTION NO. R2019.18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING DATA SHARING, COLLABORATION AND EXPLORATION OF EAST VALLEY REGIONAL SOLUTIONS TO ADDRESS HOMELESSNESS.

WHEREAS, the City of Apache Junction, City of Chandler, Town of Gilbert, City of Mesa, City of Scottsdale, City of Tempe, Town of Guadalupe, Maricopa County and the Maricopa Regional Continuum of Care Governing Board recognize that homelessness is a humanitarian challenge impacting households with and without housing in all jurisdictions; and

WHEREAS, the number of persons experiencing unsheltered homelessness in the Maricopa Region has increased between 2014 and 2018, and is a concern in the Region; and

WHEREAS, the aforementioned jurisdictions agree that an array of resources and interventions including, but not limited to housing for all incomes, homelessness prevention and diversion, assertive outreach, emergency lodging, transitional and bridge housing, and permanent supportive housing are required to maintain a system in which homelessness is rare, one-time and non-recurring; and

WHEREAS, the aforementioned jurisdictions have come together to explore the potential benefits of collaborating to develop regional solutions that might build on the unique capacities of each jurisdiction and create economies of scale.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, as follows:

**Section A:** The Town Manager / Clerk or designee is encouraged, to the extent possible, to:

- o work collaboratively with the aforementioned jurisdictions for the exploration of East Valley regional solutions; and
- o research best practices and investigate evidenced-based approaches in multi-jurisdictional strategies to preventing and reducing homelessness; and
- o share data and analysis amongst jurisdictions for planning purposes, unless otherwise prohibited by law; and
- o pursue the development of a portfolio of regional strategies and solutions for consideration by each individual jurisdiction; and
- o explore opportunities for a balanced portfolio of housing for all incomes and levels of support.

**Section B:** The Town Manager / Clerk, or designee, is authorized to ensure the planning process includes opportunities for public participation and input.

**Section C:** Any future agreements among participating jurisdictions will be entered into in compliance with Arizona law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, this \_\_\_\_day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Valeria Molina, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**GUADALUPE TOWN COUNCIL MEETING SCHEDULE AND NOTICE**  
**SEPTEMBER 2019 THROUGH DECEMBER 2019**

September 9, 2019

Mayor and Council,

The October 24, 2019, Regular Council Meeting conflicts with the Spooktacular special event. Council may wish to reschedule or cancel that meeting.

Below is the meeting schedule for the remainder of 2019, for Council consideration and discussion. Council may reschedule, add, or delete meetings. All meetings are held in the Town Hall Council Chambers, 9241 South Avenida del Yaqui, Guadalupe, AZ, beginning at 6:00 p.m..

Month	2 <sup>nd</sup> Thursday Date:	4 <sup>th</sup> Thursday Date:
September	12	26
October	10	24
November	14	<del>28</del> MEETING CANCELLED
December	12 MEETING CANCELLED MONDAY, DECEMBER 9 MEETING ADDED	26 MEETING CANCELLED



Updated  
9\_6\_2019



## **REQUEST FOR PROPOSALS**

**FOR  
SOLID WASTE, RECYCLING AND DISPOSAL SERVICES  
FOR THE TOWN OF GUADALUPE**

**RFP 2019-02**

**TOWN OF GUADALUPE  
9241 SOUTH AVENIDA DEL YAQUI  
GUADALUPE, ARIZONA 85283**

**DUE: Friday, October 18, 2019 at 3:00 P.M. Arizona Standard Time**

**NOTICE INVITING BID PROPOSALS  
FOR SOLID WASTE, RECYCLING AND DISPOSAL SERVICES  
RFP 2019-02**

Notice is hereby given that sealed proposals are sought for Solid Waste, Recycling and Disposal Services as needed by the Public Works Department within the town limits of Guadalupe. Based on the submittals, the city will enter into a contract with a service provider for a period of eight (8) years, with specified renewal periods. Bid forms and requirements are available online at [www.guadalupeaz.org/communitynews](http://www.guadalupeaz.org/communitynews). A mandatory pre-bid meeting will be held on Tuesday, September 24, 2019 at 2:00PM Arizona Standard Time located at the Guadalupe Town Hall, 9241 South Avenida del Yaqui, Conference Room, Guadalupe, AZ, 85283.

Each bidder shall provide such information as may be required by the town as evidence of qualifications to Jeff Kulaga, Town Manager / Town Clerk.

Sealed bids containing one signed original, six (6) duplicate copies and an electronic email submission shall be sent to [jkulaga@guadalupeaz.org](mailto:jkulaga@guadalupeaz.org). Sealed bids and the electronic email submission shall be submitted to the Town Manager's office, Town of Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, AZ, 85283, until Friday, October 18, 2019 at 3:00 PM, Arizona Standard Time, at which time and place all bids will be opened and read as a matter of public information. Any bids received after the aforementioned deadline will be rejected and returned unopened.

Envelopes shall be conspicuously marked on the front and on the outside in black lettering as: "RFP 2019-02 Solid Waste, Recycling and Disposal Services".

Additional information may be obtained from Jeff Kulaga, Town Manager / Town Clerk by emailing at [jkulaga@guadalupeaz.org](mailto:jkulaga@guadalupeaz.org).

The Town of Guadalupe reserves the right to reject any and all bids and to waive informalities and technicalities, and to suspend the procurement deadlines applicable to this process.

---

Jeff Kulaga  
Town of Guadalupe, Town Manager / Town Clerk

## **GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS**

### **SOLID WASTE, RECYCLING AND DISPOSAL SERVICES Town of Guadalupe RFP 2019-02**

#### **1. PURPOSE**

The Town of Guadalupe (the "Town") seeks proposals from qualified firms to provide solid waste, recycling and disposal services for its residents within the town limits. The purpose of this request for proposals ("RFP") process is to ultimately enter into a non-exclusive term contract with a service company subject to terms of the contractual agreement. Service is anticipated to begin on March 1, 2020 and continue through February 28, 2028. This RFP process is authorized under the Town of Guadalupe Code of Ordinances Chapter 3, Administration §3-4-1 – 3-4-9, as well as Arizona Revised Statutes, § 49-741, 49-745 and 49-765.

#### **2. DEFINITIONS**

- A. "Bid" is the awarded services or work to be performed by the Successful Bidder.
- B. "Bidder" shall mean any person, corporation or other entity who submits an RFP response to the Town pursuant to these documents.
- C. "Town" shall mean the Town of Guadalupe, Arizona.
- D. "Town Representative" shall mean the Town Manager /Clerk or designee.
- E. "Contractor" shall mean the person or entity to which the contract is awarded.
- F. "Successful Bidder" shall mean the person or entity who submits an RFP packet which the Town determines is the most responsive and responsible bidder.
- G. "Customer" shall mean a Town resident subscribing to solid waste, recycling and disposal services and responsible for service account.

#### **3. PROJECT**

All work under this contract shall be done in accordance with the bid documents including: General Conditions & Instructions to Bidders, Special Provisions & Specifications, all of which are hereinafter referred to as the "Contract Documents".

#### **4. EXAMINATION OF BID DOCUMENTS**

The Bidder shall carefully examine and study the Contract Documents and specifications applicable to the award of a contract. The submission of a Bid shall be prima facie evidence that the Bidder has made such an examination and unless an exception is noted in writing in Exhibit C, they intend to supply the materials, labor and/or equipment as submitted in accordance with the Contract Documents.

## 5. DISQUALIFICATION OF BIDDERS

The Town Representative may disqualify any Bidder from consideration of award of Bid for materials, supplies, or services for up to eight (8) years on grounds outlined more fully under Town of Guadalupe Code of Ordinances, Chapter 3 Administration §3-4-1 – §3-4-9. Set forth below are the disqualifying factors:

- A. Evidence of intentional submission of more than one Bid for the same materials or equipment from an individual, firm, partnership or corporation under the same or different names, or from those which have over 50% controlling shareholder interest.
- B. Evidence of collusion among Bidders.
- C. Failure to fully complete all parts of this Bid or failure to submit the Bid in accordance with the requirements herein.
- D. Failure to meet the qualifications for bidding or provide evidence of such qualifications when requested.
- E. Failure to execute Agreement with Town, with terms consistent in proposed agreement reflected in Exhibit F.
- F. Past negative history with the Town and/or failure to pay transaction privilege taxes.

The Town Representative shall send written notice of the proposed disqualification, including the grounds and period of proposed disqualification to the disqualified party by first class U.S. mail from the address on the Bid and by email delivery. The party shall have a right to an appeal hearing before the Town Representative. Such request for an appeal hearing shall be filed with the Town Clerk at, Town of Guadalupe, Town Hall, 9241 South Avenida del Yaqui, Guadalupe, AZ, 85283 by first class U.S. mail and by email delivery (if available) within five (5) calendar days after receipt of disqualification by the Town Representative. The Town Representative shall provide notice of the hearing date and time to the disqualified party within five (5) calendar days after receipt of the request for a hearing. The party shall have the opportunity to present evidence rebutting the reasons for disqualification. The Town Representative shall decide the matter within five (5) calendar days after the hearing and shall notify the disqualified party within such time by first class U.S. mail to the address on the Bid and by email delivery (if available). Such decision shall be final and binding, subject only to a judicial appeal in Maricopa County Superior Court pursuant to A.R.S. § 12- 901, *et seq.* Disqualification does not in and of itself toll the deadlines referenced in this RFP, but rather, the Town Representative can suspend the deadlines anytime he or she believes it would be in the best interest of the Town.

## 6. PREPARATION OF PROPOSAL

All information requested on this RFP must be completed by the Bidder. The Bidder shall submit all information on the required forms and documents. The information must be typed and all numbers shall be legible. The Bidder must sign the proposal.

## 7. SUBMISSION OF PROPOSAL

The Bidder shall submit to the Town a Bid proposal together with the list of exhibits as identified below. The Bid proposal and the completed exhibits referenced below shall be placed in an envelope, sealed and delivered to the Guadalupe Town Clerk's Office, located at 9241 South Avenida del Yaqui, Guadalupe, AZ, 85283, and must be received no later than Friday, October 18, 2019 at 3:00 p.m., Arizona Standard Time. The envelope shall be conspicuously marked with the name of the RFP project as noted on the Notice Inviting Bid Proposals, with the name and address of the Bidder marked on the outside. When submitted by mail, the sealed Bid shall be enclosed in a separate sealed envelope. Responses submitted by mail shall be sent by prepaid first class certified U.S. mail, return receipt requested. No Bid will be considered unless received on or before the time and the place designated in the Notice Inviting Bid Proposals. Exhibits D, G and H as identified below should only be completed and returned to the Town if the Town awards the project to the Bidder.

Exhibits		Complete <u>With Bid</u>
1. Cost Proposal	(Exhibit A)	Yes
2. Similar Service History	(Exhibit B)	Yes
3. Exceptions/Additions/Corrections	(Exhibit C)	Yes
4. Certificate of Insurance	(Exhibit D)	No
5. Understanding & Agreement	(Exhibit E)	Yes
6. Surety Bid Bond	(Exhibit F)	Yes
7. Payment Bond	(Exhibit G)	No
8. Performance Bond	(Exhibit H)	No
9. Proposed Agreement	(Exhibit I)	No
10. Bid Inquiry Form	(Exhibit J)	No
11. Vehicle and Collection Equipment	(Exhibit K)	Yes
12. Collection Route Schedule and Maps	(Exhibit L)	Yes
13. Recyclable Items	(Exhibit M)	Yes
14. Public Outreach and Education	(Exhibit N)	Yes
15. Bulk Trash Items	(Exhibit O)	Yes
16. Annual Recycling Amounts	(Exhibit P)	No

One (1) Bid proposal per company or entity will be permitted. If multiple Bids are received from companies or entities with common ownership interests or their collective assets, or is managed by the same individuals or other legal entities, such additional submittals will be deemed duplicitous and shall be disqualified from the process.

## **8. CONSIDERATION OF PROPOSAL**

Bid responses will be reviewed by staff, which will present its recommendation for award to the Guadalupe Town Council. It is anticipated the council will publicly review the recommendation and will publicly award the Bid at a council meeting within a reasonable timeframe after the Bid opening with a contract effective date beginning shortly thereafter. The contract award shall be based on the most responsive, responsible, and most qualified Bid as required within the specifications. All substantive requirements set forth in this RFP must be complied with by the submittal date set forth in Section 7 above, otherwise the response will be considered unresponsive. Town reserves the right to waive technicalities and informalities, to reject any or all proposals, to accept bid proposals deemed to be in the best interest of the Town, and to suspend any deadlines for any reason.

## **9. BID SOLICITATION PROTESTS**

Other than a disqualification determination, any aggrieved party may protest the bid solicitation. Bid protests by an aggrieved party shall be submitted in writing to: Town of Guadalupe's Town Clerk's Office, located at 9241 South Avenida del Yaqui, Guadalupe, AZ, 85283, no later than Friday, October 25, 2019 by 5:00 p.m. Protests must contain at a minimum: the name, address and telephone number of the protester, the signature of the protester or designated representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data, evidence, exhibits, or documents substantiating the protest, and the form of relief requested.

Within five (5) calendar days of receipt of the bid protest filed with the Town Clerk, the Town Representative shall respond by setting a time and place for a hearing and by giving a Notice of Hearing to protestor. The Town Representative shall conduct the hearing within five (5) calendar days after sending the notice of the hearing to the protestor, absent any stipulated continuances. The Town Representative, shall within five (5) calendar days after the hearing has been completed, issue a written opinion and send it by first class U.S. mail to the protestor and by email (if available). The Town Representative's decision shall be final and binding, subject only to a further appeal in the Maricopa County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

## **10. AWARD OF CONTRACT**

Contract(s) will be awarded to the most responsive, responsible and most qualified bidder(s). The award shall be made upon a majority vote of the Town of Guadalupe Town Council at a regularly scheduled council meeting. The decision of the city council shall be final and cannot be protested as an administrative appeal under A.R.S. § 12-901, *et seq.* Notice of Award to the successful and unsuccessful bidders shall be communicated to all Bidders by the Town Manager's Office. Nothing herein shall be construed to require the Town to award contracts and the Town reserves the right to reject all bids.

The Successful Bidder shall agree to each and every term, condition and obligation set forth in Exhibit I.

#### **11. PERMITS, FEES & LICENSES**

Contractor shall secure and pay for all applicable federal, state, county or local permits and licenses, including a town transaction privilege tax license and business license and shall comply with all applicable federal, state, county or local laws, ordinances, regulations and safety standards.

#### **12. INTERPRETATION OF DOCUMENTS**

Where a specification or document appears ambiguous, or where any portion is not fully understood, the Bidder shall submit such question in writing to the Town Manager, Jeff Kulaga, by using the "Bid Inquiry" form under Exhibit G no later than October 4, 2019, by 5:00 p.m., Arizona time. Verbal explanations shall not be binding. If the Bidder is not satisfied with the explanation, they must protest the provision prior to bid opening pursuant to Section 9 above and abide by all timelines and procedures therein. If the Bidder fails to protest at the pre-bid opening phase, their concerns are deemed waived and such failure shall be a bar to further argument on the issue.

#### **13. INDEMNIFICATION**

Successful Bidder shall defend, indemnify and hold harmless Town, its elected officials, officers, appointees, employees and agents, from and against tortious claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Successful Bidder, its agents, or employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **14. PREVAILING WAGE**

This project is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1986 (as amended), Copeland Act of 1948 (as amended), the Fair Labor Standards Act of 1939 (as amended) and 2016 Minimum Wage Proposition 206 also known as the "2017 Fair Wages and Healthy Families Initiative".

Successful Bidder agrees to comply with the above laws. Successful Bidder shall supply information to Town as necessary for monitoring of compliance including payroll, on-site inspections, investigations and/or enforcement by Town.

**15. COMPLIANCE**

All work and services shall comply with all applicable town, county, state and federal laws.

**16. CITY SALES TAX**

The current Town of Guadalupe sales tax rate is 4.00%.

**17. ACCESS TO INFORMATION**

It is agreed that all information, data reports, and records as are existing, available and necessary for carrying out of the work outlined above have been furnished to Successful Bidder by Town and its agencies. Successful Bidder hereby acknowledges receipt of same. No charge will be made to Successful Bidder for such information and Town and its agencies will cooperate with the Successful Bidder in every way possible to facilitate the performance of the work described in the Proposed Agreement as set forth in Exhibit I.

**18. CONTRACT CANCELLATION**

Non-performance of contract, or substantial violation of state or federal law, will give sufficient cause for the Town to cancel the contract. Non-performance shall be construed to mean failure of Successful Bidder to deliver in the time specified, and/or failure to provide the quality of product or service specified.

**19. ASSIGNMENT/TRANSFER**

Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title, or interest therein, or the power to execute such contract, to any other person, company, corporation without prior written consent of Town.

**20. ADMINISTRATIVE FEE**

The Contractor shall pay the Town an 8% administrative fee during the term of the contract. The fee will be related to oversight of the solid waste and recycling contract and other related programs. The fee will be paid to the Town on a quarterly basis. Town shall have the option to review the fee amount every two (2) years of the contract term.

**21. CONSUMER PRICE INDEX**

During the sixty (60) day period prior to the annual anniversary date of the Agreement, the Contractor may submit a written request to the Town to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The Town shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

----- END OF GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS -----

Final Draft

**SPECIAL PROVISIONS AND SPECIFICATIONS  
FOR SOLID WASTE, RECYCLING AND DISPOSAL SERVICES**

**RFP 2019-02**

**SECTION 1.        BACKGROUND**

The Town is located within the Greater Phoenix Metropolitan Area and is bordered by the Ahwatukee Foothills and the base of South Mountain in the City of Phoenix to the west and the City of Tempe to the north, east, and south. The Town is located within Maricopa County and was established in 1904, and incorporated in 1975. The Town encompasses 0.80 square miles with estimated current population of 6,525 (2017 Census estimate) residents. There are approximately 1107 residential parcels within the Town. The Town's estimates are not meant to be exact and no warranties or guarantees of any number of customers or for adding or subtracting customers is given.

The Town currently mandates residential curbside solid waste and recycling collection. Waste Management currently offers solid waste and recycling services within the town limit. Town residents will subscribe to the Town's provider. Residents will not have the option to opt out of service. Town desires to continue the mandate of curbside collection of solid waste and recycling and weekly roll off collection of solid waste from town maintenance yard and quarterly scheduled roll off community collection upon award of contract.

**SECTION 2.        OVERVIEW**

Town seeks proposals from qualified companies to provide solid waste, recycling and disposal services for its residents. Contractor shall serve single family, duplex, triplex and four-plex residential units, however, this excludes waste collection services for commercial property, such as hotels, shops, restaurants, construction sites, offices, and multifamily of more than six (6) units.

**SECTION 3.        GOALS**

- A. Contractor shall provide solid waste and recycling collection services to minimize the number of refuse and recycling trucks on residential streets.
- B. Contractor shall require residential solid waste and recycling pickup to prevent waste pile-up, trash burning, and hazards to public health.
- C. Contractor shall assist in the reduction of health hazards associated with standing water retained within uncollected waste.

D. Contractor shall provide a comprehensive report to Town Representative relating to annual recycling amounts for ADEQ (Exhibit P).

E. Contractor shall provide quality customer service, timely and effective communication with customers and Town Representative.

#### **SECTION 4. TOWN CONTRACT**

Contractor shall be responsible to Town Representative for all services pertaining to this work, and any questions or suggestions from either party of the provisions and specifications shall be directed to the Town Representative. Town Representative for this project is Jeff Kulaga, Town Manager and Town Clerk, who may be reached via telephone at (480) 730-3080 or via email at [jkulaga@guadalupeaz.org](mailto:jkulaga@guadalupeaz.org).

#### **SECTION 5. SCOPE OF WORK**

A. Contractor agrees to complete any contractual arrangements with all residential property owners no later than 90 calendar days from the award of the Agreement. The work to be provided by Contractor hereunder shall be as set forth in the Scope of Work, including the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all trash, bulk waste, refuse, recyclable materials generated from all residents units, as defined, within the Town and to transport such material to the designated waste disposal area and/or designated waste disposal transfer station, as applicable. Contractor shall perform other services detailed herein incidental to such Work which shall include Standards of Service, Additional Services, Billing, Customer Service, Residential Waste Collection, Quantity of Residential Units to be serviced, as well as other services required to effectively meet community demand. Contractor shall be responsible for providing a seamless transition of collection services from the existing contract to the contract awarded under this RFP.

##### **5.1 Standard Service Options**

All Contractors shall offer and price services for each of the following curbside residential service options:

Option A: Once per week curbside solid waste collection and once per week curbside recycling collection services. Day of the week for collection to be negotiated between Town and Contractor.

Option B: As an alternative to Option A: Twice per week curbside solid waste

collection and once per week curbside recycling collection services. Days of the week for collection to be negotiated between Town and Contractor.

Option C: As a second alternative to Option A: Twice per week curbside solid waste collection and no curbside recycling service. Day of the week for collection to be negotiated between Town and Contractor.

All Contractors shall offer and price services for each of the following services:

- A. Provide once a month curbside bulk trash pickup. Contractor to provide details of allowable and non-allowable items along with an additional fee schedule for non-allowable items (Exhibit O).
- B. Provide a new 96 gallon solid waste receptacle to each residence. Contractor shall retain ownership of the bin.
- C. Provide a new 96 gallon recycle receptacle to each residence. Contractor shall maintain ownership of the bin.
- D. Provide once per week bulk and/or non-allowable item pickup of roll-off" dumpster and/or alternative large-volume receptacles.
- E. Provide regular once per quarter community bulk trash and/or waste pickup by locating approximately 10 roll offs at determined locations throughout Town. . Town and Contractor will negotiate size, quantity, and location of bulk collection receptacles. Contractor to provide details of allowable and non-allowable items along with an additional fee schedule for non-allowable items (Exhibit O). Overflow bulk (waste left outside of receptacle or waste which will not fit inside receptacle) will be collected by contractor as well.
- F. Provide a monthly collection service report to the Town Representative summarizing tons of solid waste collected, recyclables collected and other metrics or data relevant to waste collection services.

## 5.2 Additional Services and Options

All Contractors shall offer and price the following additional services that would be available to any Town resident upon subscription. Additional services may be negotiated between the Contractor and the customer.

- A. Additional New 96 gallon receptacles.
- B. Receptacle repair services
- C. Receptacle replacement
- D. Weekly recycling option
- E. Dumpsters- Residential Only to include delivery and removal
  - a. 2 Yard
  - b. 4 Yard
  - c. 6 Yard
  - d. 20 Yard
- F. Contractor shall provide the price of the rate per ton for customer to utilize a drop off service.

Contractor shall offer and price the following optional services to be determined and negotiated between the Contractor and the Town Representative.

- G. Additional Curbside Bulk Trash and Recycling pickup by appointment only.
- H. Monthly green waste collection
- I. Green waste 96 gallon receptacle
- J. Contractor shall list other services offered that are not included in the RFP; and, include a price breakdown for those services.

### **5.3 Billing**

Contractor shall offer and be responsible for billing and collections of all service customers. Contractor shall describe ability to provide following services in proposal.

- A. Contractor shall be responsible for providing a seamless transition of billing account data and for the administration of the enrollment and termination of customers.
- B. Contractor shall be responsible for collecting subscription fees associated with services provided in accordance with the Agreement and shall offer monthly billing. Customers must be given a thirty (30) calendar day payment period before a late fee can be charged. Discounts may be offered to customers who pay for a full year of services, in advance, as established by the Contractor.
- C. Contractor shall offer a suspension status and associated pricing for customers wishing to suspend services for three (3) consecutive months and not to exceed six consecutive (6) months. Contractor must identify any base fee in effect during any suspension period in the cost portion of the proposal.
- D. Contractor shall describe established procedures for addressing delinquent accounts and collection methods utilized for delinquent accounts in other communities where billing services are currently being provided. Contractor shall provide fee schedule for customers penalties (e.g., delinquent account fees, damaged receptacle fees, etc.).
- E. Contractor shall provide all acceptable payment types and methods including but not limited to a credit card convenience fee (e.g. location and hours of nearest pay center for customers for cash payment, telephone, credit cards, online bill pay, smartphone app, autopay).
- F. Contractor shall provide samples of current billing processes, forms, reports, etc.
- G. Contractor shall provide clear billing, account, fees and penalties to all account customers in both English and Spanish through mechanisms in coordination with the Town Representative.

### **5.4 Customer Service**

Contractor shall offer and be responsible for billing and collections of all service customers. Contractor shall describe ability to provide following services in proposal.

- A. Contractor shall describe their system for receiving, documenting, and courteously

resolving customer complaints or problems. The system must include reasonable timelines for resolution. The system shall include at least quarterly reporting of this information to the designated Town Representative.

- B. Contractor shall conduct an annual survey measuring customer satisfaction with the services provided. Said survey may be through billings, website, phone calls, or other methods approved by the Town.
- C. Contractor shall meet with Town Representative at least six (6) times annually during the contract term to discuss a plan of action for addressing overall collection services, customer service comments, complaints and satisfaction, and survey results.
- D. Contractor shall provide a monthly customer service report to the Town Representative to ensure service delivery and customer service satisfaction; and, that any customer service issues are being addressed in a timely and responsive manner. Monthly report to include but not limited to: account delinquencies, status of account, number of total accounts, residences, receptacles per account, with current account numbers, account customer names, addresses, account balance customer complaints and resolutions, number of damaged receptacles, replaced damaged receptacles, and damaged receptacle address.
- E. Contractor shall provide a consistent Spanish-language customer service engagement option for Town resident (vs. customers or customers).
- F. Contractor shall identify a Contract Representative to be the primary and responsible Contractor party and liaison between the Town and the Contractor. Contract Representative shall be responsible for: overall Contract oversight, managing challenges that surface in coordination with Town Representative, customer service, operations, and accounts to ensure quality service, accountability and operations for Town customers. Contractor shall identify an alternate Contract Representative to fulfill duties when necessary.

## **SECTION 6. METHOD OF APPROACH**

The Town will not be solely responsible for any and all treatment, management, use or disposal violations.

### **6.1 Vehicles and Collection Equipment**

Contractor shall demonstrate its ability to meet the vehicle and collection equipment requirements as follows:

- A. Contractor shall provide a list of equipment in Exhibit K that will be used to perform services, including but not limited to, vehicle make, model year of 2017 or newer and each vehicle shall be equipped with an operation at idle and smart back up technology. Equipment shall not be more than seven (7) years old by the end of the contract term.
- B. Contractor shall describe how they will access all properties in Town including areas with narrow roadways and/or alleys.
- C. Contractor's vehicles and equipment must be clearly identified with company

name, logo and vehicle identification number. All vehicles must be kept clean, in sanitary condition and in good repair. Hydraulic/oil fluid leaks must be checked for and corrected daily (routinely).

- D. Contractor shall be responsible for all compliance monitoring and inspection pursuant to ADEQ.
- E. Contractor shall ensure proper working order and safe conditions of all equipment, operating procedures, and Contractor behavior in accordance with Federal and State regulations and guidelines as well as industry best practices including all OSHA standards and contractually binding labor requirements.

## **6.2 Collection Route Schedule and Maps**

- A. Contractor shall provide proposed route schedule and maps for collection of Standard Service assuming every other residential unit is a customer see Exhibit L.
- B. Contractor may offer alternative ways in which to divide the Town into collection districts to improve efficiencies. Town desires to have the entire town be serviced Monday through Friday.
- C. Contractor shall provide a plan for communicating changes in the collection schedule for each holiday week or due to storm or related events (e.g. coordination with Town Representative, website announcements, social media, ability to sign up for text/email alerts).
- D. Contractor shall obtain the necessary waiver of twice per week collection from Arizona Department of Environmental Quality (ADEQ), should recycling be contracted.
- E. Contractor shall determine weekly collection days and times in coordination with Town Representative.
- F. Contractor shall perform Residential Waste collection services Monday through Friday, between 6:00am and 5:00pm.
- G. Contractor shall not perform these services outside of the scheduled hours, or on Saturday or Sunday. The hours of collection may be temporarily extended due to extraordinary circumstances or other conditions, such as increased waste during the holidays, with the Town Representative's prior approval.

## **6.3 Work Attire**

- A. Contractor's field personnel shall be required to wear a clean uniform and wear some means of identification such as a name tag, identification card, and/or logo'd uniform. At no time shall Contractor's personnel represent him or herself as an employee of the Town of Guadalupe.

#### **6.4 Container Damage and Replacement**

- A. Contractor shall describe manufacturer, capacity, color and other specifications of the solid waste and recycling containers to be purchased and provided for customers. If requested, Contractor shall provide a sample of the solid waste and recycling containers to Town Representative.
- B. Contractor shall describe procedures used to minimize damage to plastic solid waste and recycling containers.
- C. Contractor shall describe the protocol for replacing damaged container resulting due to Contractor efforts when such replacement will occur at no-cost to the customer. Proposal shall affirm there will be no delivery fee for the receptacles to the customer.
- D. Contractor shall provide Town Representative a copy of replacement procedures.

#### **6.5 Solid Waste Collection**

Contractor shall provide the following information to Town Representative:

- A. Disposal of materials at a licensed landfill.
- B. Name, location, and description of the receiving disposal processing facility where the solid waste will be landfilled or otherwise disposed.

#### **6.6 Recycling Materials Collection**

Contractor shall describe the method of performing residential recycling collection services as follows:

- A. Name, location, and description of the facility where recyclable materials will be disposed.
- B. Contractor shall fully describe their diversion program to encourage the reduction of waste collection, diversion of recyclable materials from landfills and prevention of disposing hazardous materials in curbside recyclable containers.
- C. All revenues to the Contractor from the disposal of recycled materials collected under this Agreement shall be the property of the Contractor and calculated into the overall price of the services requested in this RFP.
- D. Contractor agrees that they shall not dispose of any recyclable materials at a landfill at any time. Contractor agrees to notify the Town of market disruptions that affect recycling of collected materials and shall notify and explain to Town why an item can no longer be recycled.

#### **6.7 Public Education and Outreach**

The Town places importance on effective public communication and education. Objectives of the public education and outreach plan should include primary goals of the solid waste management system such as: i) educating community members on the types

of wastes and hazards associated with different waste; ii) encouraging members to reduce their use of these types of products; and iii) promoting the use of safe disposal methods. The regular screening of waste can be used as a guide to what the educational needs of the community are.

- A. Contractor shall provide a public open house prior to commencement of new service contract for information, outreach and education efforts. Contractor shall provide information materials for outreach including but not limited to: billing insert, new contract announcement, collection schedule, cost of services, non-pickup days, non-allowable items, quarterly community bulk procedures, curbside procedures, fees.
- B. Contractor shall provide information in English and Spanish and determined in cooperation with Town Representative.
- C. Contractor shall attend, set up a booth and provide information at least one Town community event annually as determined in coordination with Town Representative.

## **SECTION 7.            SELECTION CRITERIA**

Town evaluates four categories of information: responsiveness, responsibility, the technical proposal and the price proposal. All offers, regardless of the merits of its technical proposal or pricing, must meet the responsiveness and responsibility criteria.

1. Responsiveness. Town will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required exhibits and submissions. Town shall without exception reject any proposals that are submitted late. Failure to meet other requirements such as the magnitude of any exceptions to or qualifying remarks given by the Bidder related to this contract may result in rejection.
2. Responsibility. Town will determine whether the Bidder is one with whom it can or should do business. Factors that Town may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws-including tax laws, Bidder's record of performance and integrity- e.g. has the Bidder been delinquent, unethical, or unfaithful to any contract with Town, whether the Bidder is qualified legally to contract with Town, financial stability and the perceived ability to perform completely as specified. A Bidder must at all times have financial resources sufficient, in the opinion of the Town, to ensure performance of the contract and must provide proof upon request. Town reserves the right to inspect and review Bidder's facilities, equipment and personnel and those of any identified subcontractors. Town will determine whether any failure to supply information, or the quality of the information, will result in rejection.

3. Technical Proposal. Town will determine how well proposals meet the requirements in terms of the response to the specifications and how well the Bidder addresses the needs of the project. The following submittal content will be reviewed in this portion of the evaluation:

- a. General Information
  - a. Company experience.
  - b. Audited Financials for the past 2 years
  - c. Bidder's licenses and certifications; including good standing with Arizona Corporation Commission
- b. Experience and Qualifications
  - a. Experience
  - b. Corporate Staff and Key Personnel Qualifications
  - c. Single Point of Contact for City Staff
  - d. 3 municipal references from current/past performance
- c. Scope of Work

Particular focus on proposal responses to the requirements, requests and/or specifications defined in Section 5. Scope of Work and Section 6. Method of Approach including:

- a. Standard Service Options 5.1 (A-K);
- b. Additional Services and Options 5.2 (A-J);
- c. Billing 5.3 (A-G);
- d. Customer Service 5.4 (A-J);
- e. Vehicle and Collection Equipment 6.1 (A-E);
- f. Collection Route Schedule and Maps 6.2 (A-J);
- g. Work Attire 6.3 (A);
- h. Container Damage and Replacement 6.4 (A-D);
- i. Solid Waste Collection 6.5 (A-B);
- j. Recycling Materials Collection 6.6 (A-D);
- k. Public Education and Outreach 6.7 (A-B)

Town will rank proposals, without consideration of price, from best to least qualified using a point ranking system as an aid in conducting the evaluation. Any exceptions to or qualifying remarks related to this contract may be considered again in this portion of the evaluation. Proposals which do not meet the responsiveness and responsibility requirements and/or do not rank sufficiently high in the evaluation of their technical response need not be considered for price evaluation and award.

4. Pricing Proposal. Town will then evaluate the pricing proposals for offers that have met the requirements above. The point evaluation system is described below:

The total number of points for the Technical Proposal is 200. Bidders who do not receive 200 of the total points need not be considered for price evaluation and award. The elements that will be evaluated and their relative weights are:

Element	Points
General Information	30
Experience and Qualifications	40
Scope of Work	50
Method of Approach	40
Clarity, Thoroughness of Proposal	30
Recognition of Addenda	10

The total “weight” for each Pricing Proposal is 100. Price will be a weighted element and we will determine pricing score using the following formula:

$$\frac{\text{Lowest Priced Proposal Received}}{\text{Cost of Proposal Being Evaluated}} \times 100 = \text{Pricing Score}$$

The maximum number of points is 300 (Technical 200 plus Price 100).

----- END OF SPECIFICATIONS -----

----- EXHIBITS TO FOLLOW -----

**CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED BY BIDDERS**

Bidders shall indicate by initialing below that each of the following have been included in the response:

\_\_\_\_\_ One signed original, five complete duplicate copies and one electronic USB drive of proposal submittal

\_\_\_\_\_ All items listed in Special Provisions & Specifications, Section 5, Section 6 and Section 7

\_\_\_\_\_ Exhibit A, Cost Proposal

\_\_\_\_\_ Exhibit B, Similar Service History

\_\_\_\_\_ Exhibit C, Exceptions/Additions/Corrections (If applicable)

\_\_\_\_\_ One signed and complete original of Exhibit E, Understanding and Agreement

\_\_\_\_\_ Exhibit F, Surety Bid Bond

\_\_\_\_\_ Exhibit K, Vehicle and Equipment Listing

\_\_\_\_\_ Exhibit L, Collection Route Schedule and Maps

\_\_\_\_\_ Exhibit M, Recyclable Items

\_\_\_\_\_ Exhibit N, Public Outreach and Education

\_\_\_\_\_ Exhibit O, Bulk Trash Items

\_\_\_\_\_ Copies of State Licenses, Local Licenses and permits necessary for operation of business

\_\_\_\_\_ State Corporation Commission documents (must include information on all holdings)

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name of Bidder

## Exhibit A

## COST PROPOSAL RFP 2019-02

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ Email: \_\_\_\_\_

## STANDARD SERVICE

	DESCRIPTION OF SERVICE OPTIONS	QUANTITY	TOTAL COST
1	Option A: Once per week curbside solid waste collection and once per week curbside recycling collection services	Weekly	
2	Option B: Twice per week curbside solid waste collection and once per week curbside recycling collection services.	Weekly	
3	Option C: Twice per week curbside solid waste collection and no curbside recycling service	Weekly	
4	Once a month curbside bulk trash pickup	Monthly	
5	New 96 Gallon Solid Waste Container	Each	
6	New 96 Gallon Recycling Container	Each	
7	Provide once per week bulk and/or non-allowable item pickup of roll-off dumpster and/or alternative large-volume receptacles at Town Maintenance Yard.	Weekly	
8	Provide regular once per quarter community bulk trash and/or waste pickup by locating approximately 10 roll offs at determined locations throughout Town.	Quarterly	

ADDITIONAL SERVICES and OPTIONS

	DESCRIPTION OF SERVICES	QUANTIT Y	TOTAL COST
1	Additional 96 Gallon Receptacles	Each	
2	Receptacle Repair Services	Each	
3	Replacement Receptacle	Each	
4	2 Yard Dumpster: Residential Delivery	Delivery/ Removal	
5	4 Yard Dumpster: Residential Delivery	Delivery/ Removal	
6	6 Yard Dumpster: Residentail Delivery	Delivery/ Removal	
7	20 Yard Dumpster: Residential Delivery	Delivery/ Removal	
8	Residential Drop off Service	Rate per Ton	
9	Additional Curbside Bulk Trash and Recycling pickup by appointment only	Each	
10	Green Waste Collection	Once a Month	
11	Green Waste 96 Gallon Receptacle	Each	
12	Other options:		

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**Exhibit B****SIMILAR SERVICE HISTORY – RFP 2019-02**

Each Bidder shall submit a list of at least three (3) customers including name, address, contact person and telephone number for whom he or she has similar work has been completed in the last twelve (12) months and shall include a short description and location of work using this form.

1. Customer; Name of Agency or Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

Short Description of Work: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Location

\_\_\_\_\_  
Start & Complete Date

\_\_\_\_\_  
Cost

2. Customer; Name of Agency or Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

Short Description of Work: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Location

\_\_\_\_\_  
Start & Complete Date

\_\_\_\_\_  
Cost

3. Customer; Name of Agency or Firm

---

Address

---

Telephone

Contact Person

Short Description of Work: \_\_\_\_\_

---

---

Location

Start & Complete Date

Cost

Final Draft



## Exhibit D

**CERTIFICATE OF INSURANCE**  
**TOWN OF GUADALUPE OF**  
**RFP 2019-02**

The \_\_\_\_\_ certifies that the following insurance policies have been issued on behalf of:

NAME OF INSURED: \_\_\_\_\_

ADDRESS OF INSURED: \_\_\_\_\_

	Type of Insurance	Policy Number	Effect. Date	Expire Date	Limits of Liability
1.	Workers' Compensation				\$100,000 Each Accident; \$100,000 Each Disease, \$500,000 Disease Policy Limit
2.	Commercial General Liability				\$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate Limit
3.	Contractual Bodily Injury & Property Damage				\$1,000,000 Each Occurrence
4.	Professional Liability				\$1,000,000 Each Claim
5.	Automobile Bodily Injury & Property Damage				\$1,000,000 Each Occurrence

It is further agreed that these policies shall not expire, be canceled or changed until all work has been completed and the project has been accepted by the Town of Guadalupe. If a policy does expire during the life of the contract, a renewal Certificate of the required coverage must be sent to the Town of Guadalupe Town Attorney not less than thirty (30) calendar days prior to expiration date. This Certificate is not valid unless countersigned by an authorized representative of the Insurance Company. The Certificate of Insurance must also provide that the Town, its officers, employees and agents are additional insured parties.

Date: \_\_\_\_\_ Countersigned by: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of 20 by as Insurer.

My Commission Expires:

\_\_\_\_\_  
Notary Public



**Exhibit F**

**SURETY BID BOND - RFP 2019-02**  
*(Complete and return with Bid Proposal)*

KNOW ALL MEN BY THESE PRESENT:

That we, \_\_\_\_\_, as Principal, (hereinafter called the Principal), and the \_\_\_\_\_, a company/corporation holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 as Surety, (hereafter called the Surety), are held and firmly bound unto the Town of Guadalupe of as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the Town of Guadalupe of for the work described below, for the payment of which sum, will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its proposal for:

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

Exhibit G

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES (Penalty of this Bond MUST be 100% of the Contract Amount) RFP 2019-02

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_, a company /corporation holding a Certificate of Authority to transact surety business in the State of Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety) are held and firmly bound unto the Town of Guadalupe (hereinafter called the Obligee), in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated day of \_\_\_\_\_, 20\_\_ to \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to Principal or Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation shall be void. Otherwise it remains in full force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copies at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees as may be fixed by the judge of the court.

Witness our hand this \_\_\_ day of \_\_\_\_\_, 20\_.

\_\_\_\_\_  
PRINCIPAL SEAL  
BY: \_\_\_\_\_  
\_\_\_\_\_  
AGENCY OF RECORD  
\_\_\_\_\_  
AGENCY ADDRESS \_\_\_\_\_ SURETY SEAL  
BY: \_\_\_\_\_  
ATTORNEY IN FACT

Exhibit H

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES (Penalty of this Bond MUST be 100% of the Contract Amount) RFP 2019-02

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_, a company /corporation holding a Certificate of Authority to transact surety business in the State of Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety) are held and firmly bound unto the Town of Guadalupe (hereinafter called the Obligee), in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extend as if they were copies at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees as may be fixed by the judge of the court.

Witness our hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL  
BY: \_\_\_\_\_  
AGENCY OF RECORD  
\_\_\_\_\_  
AGENCY ADDRESS SURETY SEAL  
BY: \_\_\_\_\_  
ATTORNEY IN FACT

**Exhibit I**

**[DRAFT]**

**TOWN OF GUADALUPE  
AGREEMENT FOR SOLID WASTE, RECYCLING AND DISPOSAL COLLECTION**

**RFP 2019-02**

THIS AGREEMENT made and entered into by and between the TOWN OF GUADALUPE ("Town"), an Arizona municipal corporation, and \_\_\_\_\_, an Arizona corporation ("Contractor"), who shall be collectively referred to as the "Parties", or individually as a "Party".

RECITALS

A. Contractor has responded to Town's request for proposal (the "RFP" and response both being considered the "Contract Documents") via RFP 2019-02, in which Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the "Work").

B. Town and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

C. Town has complied with the public bidding requirements under Arizona Revised Statute Title 34 and Town of Guadalupe Code of Ordinances, Chapter 3 Administration §3-4-1 – §3-4-9.

AGREEMENT

NOW, THEREFORE, Town retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. PROJECT DESCRIPTION: Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with the Contract Documents as fully described in the Notice Inviting Bid Proposals for RFP 2019-02 which includes all required specifications.
2. PRICES: Prices shall be governed under Exhibit A for the performance of the Work under the contract documents.
3. CONTRACT TERM: The Term of this Agreement shall be performed from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_. The Agreement will be renewed automatically and continuously for two (2) successive periods of one (1) year unless Town or Contractor gives written notice sixty (60) days in advance with the total length of the contract not to exceed ten (10) years from the original signing of the Agreement. Town reserves the right to unilaterally extend any of the one-year (1) periods

by thirty-one (31) days. This provision does not limit the liability of Contractor for actual damages sustained by Town as a result of any breach of contract or warranty by the Contractor. Renewals shall only be allowed as mutually agreed upon in writing by the Parties.

4. LABOR AND MATERIALS: Unless otherwise provided in the contract documents, Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5. TAXES: Contractor shall pay all license, sales, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than Town.

6. PERMITS & FEES: Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. Town permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the Town of Guadalupe of" and Contractor agrees to obtain a business license pursuant to the Town of Guadalupe Town Ordinance No. O2018.03, and keep such license current during the term of this Agreement and after termination of this Agreement any time Work is performed pursuant to the warranty provisions set forth in Section 6. Contractor also acknowledges that the tax provision of the Town of Guadalupe Ordinance No. O2018.03, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the town code. Any activity by subcontractors within the corporate town limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

7. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent Contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of Town, and Town shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences

and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to Town for the acts and omissions of its employees.

8. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Town, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

9. ENFORCED DELAYS (FORCE MAJEURE): Neither Town nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Project. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Project. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

10. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Maricopa County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

11. INSURANCE: Contractor, at its own expense, shall purchase and maintain the minimum insurance and other additional requirements set forth herein.

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 Town constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respect to Town, and any insurance or self-insurance maintained by Town shall not contribute to it.

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 Town.

The insurance policies, except Workers Compensation, shall contain waiver of transfer rights of recovery (subrogation) against Town, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or services.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Town under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and Town, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

Town reserves the right to request and to receive within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. Town shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of Town's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers Compensation, required by this Agreement, shall name Town, its agent, officers, officials and employees as additional insured parties.

### REQUIRED COVERAGE

#### Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011-93 or any replacement thereof. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office Inc.'s Additional Insured, Form CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, Town and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

#### Workers Compensation (Not Applicable to Sole Proprietorships)

Contractor shall carry Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Contractor will require subcontractor to provide Workers Compensation and Employer's Liability to at least the same extent as required of Contractor.

## CERTIFICATE OF INSURANCE

Prior to commencing work or services under this Agreement, Contractor shall furnish the Town with Certificates of Insurance, or formal endorsements as required by Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance, to be filed with the Town Clerk of The Town of Guadalupe.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to Town thirty (30) calendar days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to Town.

12. SUCCESSORS/NO ASSIGNMENT PERMITTED: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of Town.

13. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

14. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

15. RIGHTS & REMEDIES: The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Town or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

16. TERMINATION OF CONTRACTOR: Early termination of contract is permitted at the discretion of Contractor, however, where such discretion is exercised, liquidated damages will be due to the Town in the sum of 5% of the contract amount for the ten (10) year period had the contract been performed for the full ten (10) year term. The Parties stipulate that this amount is a reasonable amount that accurately reflects the monetary impact the Town will experience due to early termination. Further, this amount shall be secured by a letter of credit at a local Town of Guadalupe branch bank upon execution of this Agreement, with the content of the letter of credit first being approved by the town attorney. Contractor shall serve Notice of Early Termination of Contract to Town by first class certified U.S. mail one hundred and eighty (180) calendar days before such termination takes effect.

17. TERMINATION BY TOWN: If Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in case for which extension of time is provided to supply enough properly skilled works or proper materials or labor or persistently disregards laws, ordinance, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of a provision of the contract documents, Town upon certification by the Director of Public Works that sufficient cause exists to justify such action may without prejudice to any right or remedy and after giving the Contractor and its surety if any, ten (10) calendar days written notice, terminate this contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Town. The amount to be paid to Contractor or to Town as the case may be, shall be certified by the Town's Director of Public Works and this obligation for payment shall survive the termination of this contract.

18. APPEALS: All contractual grievances shall be submitted in writing to Town Manager within five (5) calendar days after the difference of opinion or grievance occurs relating to any of the provisions of the terms of this Agreement. Within five (5) calendar days of receiving a written grievance, the Town Manager shall respond in writing to the company. The Town Manager's decision shall be final and binding.

19. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to Town for inspection on request. Contractor shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by Town personnel during regular business hours.

20. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties.

21. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between Town and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

22. SEVERABILITY: Town and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Town to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or town code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

23. SUCCESSORS & ASSIGNS: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of Town.

24. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

25. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

26. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with

Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

27. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CONTRACTOR:

[NAME], a/an [state] [limited liability company/ corporation]:

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

TOWN:

TOWN OF GUADALUPE, an Arizona  
municipal corporation:

By: Valerie Molina

Title: Mayor

ATTEST:

\_\_\_\_\_  
Jeff Kulaga  
Town Clerk

APPROVED AS TO FORM:

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

Final Draft

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of [Company Name], a/an [State] [corporation/limited liability company].

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing was subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Valerie Molina, as Mayor of the Town of Guadalupe, Arizona, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**Exhibit J**

**BID INQUIRY FORM**  
(General Clarifications)

PROJECT NAME: RFP 2019-02 SOLID WASTE, RECYCLING AND DISPOSAL  
COLLECTION

INQUIRY DEADLINE: 3:00 P.M., - Arizona Standard Time, October 18, 2019

QUESTIONS ON: \_\_\_\_\_ ORIGINAL RFP or \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_

SECTION NUMBER/NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

FAX NO. \_\_\_\_\_ PHONE NO. \_\_\_\_\_

COMPANY: \_\_\_\_\_

COMPANY E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit K

## VEHICLE AND COLLECTION EQUIPMENT SAMPLE LIST

Type of Vehicle	
Make	
Model	
Year	
Operation at Idle	
Smart Back up Technology	

Type of Vehicle	
Make	
Model	
Year	
Operation at Idle	
Smart Back up Technology	

**Exhibit L**

**COLLECTION ROUTE SCHEDULE AND MAPS**

Link is provided to assist Contractor with town's current street maps [https://www.guadalupeaz.org/vertical/sites/%7BCECC98E2-78F4-42CA-9F14-4680A631F957%7D/uploads/Guadalupe Base Map 2018\(1\).pdf](https://www.guadalupeaz.org/vertical/sites/%7BCECC98E2-78F4-42CA-9F14-4680A631F957%7D/uploads/Guadalupe_Base_Map_2018(1).pdf)

**---BLANK TO BE COMPLETED BY CONTRACTOR WITH SUBMITTAL OF RFP---**

Final Draft

**Exhibit M**

**LIST OF ACCEPTABLE AND NOT ACCEPTABLE RECYCLING ITEMS**

**Acceptable Recycling Items:**


**Not Acceptable Recycling Items:**


**Exhibit N**

**PUBLIC OUTREACH AND EDUCATION DOCUMENTS**

**---BLANK TO BE COMPLETED BY CONTRACTOR WITH SUBMITTAL OF RFP---**

Final Draft

**Exhibit O**

**LIST OF ACCEPTABLE AND NOT ACCEPTABLE BULK TRASH**

**Acceptable Bulk Trash:**


**Not Acceptable Bulk Trash:**


Speed Hump Policy  
Approved by Mesa City Council on 1/11/2018

### CITY OF MESA - SPEED HUMP POLICY

The speed hump policy identifies warranting criteria to be used when considering speed hump and speed cushion installations. This policy also outlines the mandatory neighborhood support needed for approving installation and cost responsibilities associated with these devices.

The neighborhood must have a liaison willing to serve as a contact person with whom the City can work throughout the request process. The neighborhood liaison must live in the affected area to be eligible to act as the neighborhood liaison. This person should contact Transportation at 644-2160 for a preliminary inspection.

In the preliminary inspection, a City representative from Transportation will check for traffic conditions on the street where the devices are desired. A location may not be studied more than once in a twelve-month period, unless significant changes in traffic conditions occur.

#### A. Warranting Criteria

Speed humps and speed cushions shall be considered for installation only when a location meets all of the warranting criteria. The warranting criteria are listed below:

1. The devices must be located on a paved, residential street (alleys are not eligible);
2. The street should have vertical curb abutting the proposed device locations. Devices may be placed on streets with roll curb or ribbon style sidewalk after a review to determine the best possible location. In this case, it may be necessary to take additional measures to prevent drivers from going around the devices;
3. The posted speed limit on the street shall be 30 m.p.h. or less;
4. The 85th percentile speed on the street shall be at least 8 m.p.h. over the posted speed limit;
5. Traffic volumes on the street must fall between 500 vehicles per day for full City cost participation, and 5,000 vehicles per day (the maximum traffic volume allowed). Devices may be installed where traffic volumes are less than 500 vehicles per day if the neighborhood shares in the cost as defined in paragraph D.;
6. The devices shall not be located within 200 feet of a stop sign or traffic signal on the subject street;
7. The street is not an arterial or major collector street;
8. Drainage on the street shall not be compromised due to the installation of the devices;
9. Streets designated as fire routes will be treated with speed cushions; other streets will be treated with speed humps. The configuration of the speed cushions will vary depending on the width of the street;
10. The Fire Department retains the right to veto the installation of speed humps or cushions.

Speed Hump Policy  
Approved by Mesa City Council on 1/11/2018

B. Neighborhood Support – Adequate neighborhood support must be shown for the project.

*Neighborhood Acceptance Survey*

Once the street has passed the warranting criteria and favorable conditions exist, the installation must then follow a neighborhood acceptance procedure (survey form). This is to assure that a majority of the property owners affected by the devices will support the installation. City of Mesa personnel will determine affected properties in the area.

The neighborhood liaison and City staff will conduct the review of possible device locations. The neighborhood liaison must then circulate a survey of acceptance to the affected property owners. The survey must confirm at least 70% approval from the affected property owners to install the devices.

Property owners who do not respond to the survey process or mark "no opinion" are considered opposed to the installation.

All property owners within 50 feet along each side of the device must approve of the installation.

If there is less than 70% approval from affected property owners, or if it is not possible to place the devices on the street under consideration due to opposition from adjacent property owners, no device will be installed.

The completed survey must be returned to the City of Mesa Transportation Department within 90 calendar days of receipt.

*Affected Property Area*

The affected property area includes all property owners that are within 300 feet of the subject street.

Properties with sole access from the subject street will be included in the neighborhood acceptance survey, regardless of how far the main part of the properties are located from the subject street. This includes panhandle shaped properties, cul-de-sacs, and other properties that can only be accessed from the subject street, whether it be from one or multiple accesses.

Where a cross street is at the terminating end of the subject street, properties on both sides of the cross street within 300 feet of the subject street shall be included, unless the cross street is more than 48 feet in width. In that case, properties on the far-side of the cross street shall not be included.

Properties or tracts that are not developable-sized lots, and are dedicated for road, access, drainage, or landscaping purposes shall not be included in the neighborhood acceptance survey. Owners of such lots shall have a say in whether they approve of the installation of the device within 50 feet of their property/tract.

Speed Hump Policy  
Approved by Mesa City Council on 1/11/2018

### Neighborhood Denial Survey

Once the neighborhood acceptance survey has successfully been completed by the neighborhood liaison and reviewed and approved by City staff, secondarily affected property owners will be given the opportunity to object to the installation of the proposed devices. A Mesa property owner must circulate a neighborhood denial survey to the secondarily affected property owners and confirm at least 70% opposition to successfully override and stop installation of the devices.

If a secondarily affected neighborhood liaison cannot be identified, City staff will conduct a mail-out, door hangers, or on-line survey to receive the opinions of the secondarily affected property owners.

Property owners who do not respond to the denial survey process or mark "no opinion" are considered to be in favor of the installation.

If there is 70% or more opposition from secondarily affected property owners, the devices will not be installed. If there is less than 70% opposition, the process will move forward and opinions of other road users will be collected.

The completed survey must be returned to the City of Mesa Transportation Department within 90 calendar days of receipt if it is circulated by a Mesa property owner. If the survey is conducted by City staff, the survey process will conclude 90 calendar days after notification of the secondarily affected property owners has been initiated.

### Secondarily Affected Area

The secondarily affected area includes all property owners that are over 300 and within 600 feet of the subject street. Affected property owners that were part of the neighborhood acceptance survey are excluded from the neighborhood denial survey.

Where a cross street is at the terminating end of the subject street, properties on both sides of the cross street over 300 feet and within 600 feet of the subject street shall be included, unless the cross street is more than 48 feet in width. In that case, properties on the far-side of the cross street shall not be included.

Properties or tracts that are not developable-sized lots, and are dedicated for road, access, drainage, or landscaping purposes shall not be included in the neighborhood denial survey.

### Opinions of Additional Road Users

The level of support from additional road users must also be determined if the neighborhood acceptance survey is successful and the neighborhood denial survey is not successful. This will be handled by City staff. Information signs will be posted on the subject street inviting the public to comment on the proposed installation of speed humps or cushions. Comments will be accepted in a variety of formats (on-line survey, telephone, email, etc.), and a summary of these comments will be provided to the Transportation Advisory Board.

Speed Hump Policy  
Approved by Mesa City Council on 1/11/2018

### Transportation Advisory Board

Once the opinions of additional road users have been collected, a report will be presented to the Transportation Advisory Board at a regularly scheduled Meeting. The report will include details on the subject street, the warranting criteria, survey results, all comments collected from additional road users, and the proposed device locations. The Transportation Advisory Board will vote for final approval to move forward with the device installations.

Once approved by the Transportation Advisory Board, City staff will identify exact locations for the devices based on input from the neighborhood acceptance survey. Shortly prior to construction, City staff will confirm that property owners within 50 feet of each proposed device continue to support the installation at that location. In the event that support is withdrawn, staff and the neighborhood liaison will determine whether a suitable alternate location exists and whether to proceed with the remaining device installations.

### C. Data Collection Costs

The neighborhood will be responsible for all data collection costs required to determine if the street under consideration meets the warranting criteria. Traffic volume and speed data will be collected by one of the City of Mesa's traffic counting contractors. Typically, sufficient data is collected using road tubes in one location for 48 consecutive hours. Two count locations are generally necessary for street segments over one-half mile in length or if the character of the street or adjacent land use varies considerably from one end of the street segment to the other. The cost of the speed counts is per the current Schedule of Fees and Charges.

IMPORTANT NOTES: The neighborhood shall pay for the data collection prior to the traffic speed and volume counts being taken on the street under consideration. This payment is non-refundable once the traffic counts have been taken. This payment is strictly to determine if the street qualifies for speed humps or speed cushions and in no way guarantees that such device will eventually be installed on the street under consideration. If for any reason, speed humps or speed cushions are not installed on the street under consideration, the cost of data collection will not be reimbursed to the neighborhood.

### D. Installation and Maintenance Costs

A typical installation on a quarter-mile long residential street consists of two devices. A minimum of two devices spaced about 500 feet apart is recommended for them to be effective.

The City of Mesa will install the devices and be responsible for their perpetual maintenance costs. Installation and maintenance include the costs of material, construction, signing, striping, maintenance and removal of the devices (if necessary).

If the neighborhood wishes to pursue the installation of the devices on a street with traffic volumes below 500 vehicles per day, but satisfying all other warranting criteria and verifying neighborhood

Speed Hump Policy  
Approved by Mesa City Council on 1/11/2018

support, the devices could be installed. In this case, the neighborhood would be responsible for a \$500 per device fee to be paid to the City. The neighborhood may collect monies in any manner they deem equitable but all monies submitted to the City must be submitted at the same time and be for the full amount of the required neighborhood contribution. These monies must be received in order for the street to be considered for ranking as described in paragraph E.

#### E. Prioritization of Installations

Rankings will be established for all streets that have received approval from the Transportation Advisory Board, and submitted the neighborhood contribution, if applicable, by the first Monday in September or the first Monday in March. Qualified streets with traffic volumes of 500 vehicles per day or more will be ranked first based on their 85th percentile speeds, then on traffic volumes. Qualified streets with less than 500 vehicles per day will be ranked after qualified streets having 500 vehicles per day or more, regardless of the 85<sup>th</sup> percentile speeds.

Approximately half the annual program budget will be available for each review period. Prioritization will be divided into two categories: speed humps and speed cushions. Of the total budget, 1/3 will be available to treat streets with speed humps, and 2/3 will be available to treat streets with speed cushions.

Available funding will be applied to eligible streets in order of priority until all funds are committed. Candidate streets not receiving funding will be carried forward to the next review period at which time they will be prioritized with all eligible requests identified by that time. Candidate streets will not be carried forward for more than two years. After two years, the survey process must begin anew. If funds are left over from either of the two categories, the funds can be applied to the next eligible candidate in the other category.

#### E. Removal of Speed Humps or Speed Cushions

Once devices have been in place for at least one year, a survey requesting removal may be conducted and submitted to the Transportation Department. All affected properties, which were previously identified in the neighborhood acceptance survey process, shall be involved in the removal process as well. A simple majority of the affected property owners must approve of the removal. Property owners who do not respond to the survey process or mark "no opinion" are considered opposed to the removal of the devices. Once the survey has been verified, the City of Mesa will be responsible for removal of the device(s) and all costs associated with the removal. Devices removed from a location under this process cannot be reconsidered for re-installation for three years after the devices are removed.

Speed Hump Policy  
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G. Design/Construction Specifications

The City of Mesa has adopted two speed hump designs; a 14-foot long speed hump for 25 m.p.h. streets and a 22-foot long speed hump for 30 m.p.h. streets. Both speed hump designs are 3 inches at their highest point and vary in width, depending on the width of the road.

The City of Mesa has adopted a 12-foot long speed cushion design for use on fire routes. The cushions are 3 inches at their highest point, and are a minimum of 6 feet wide.

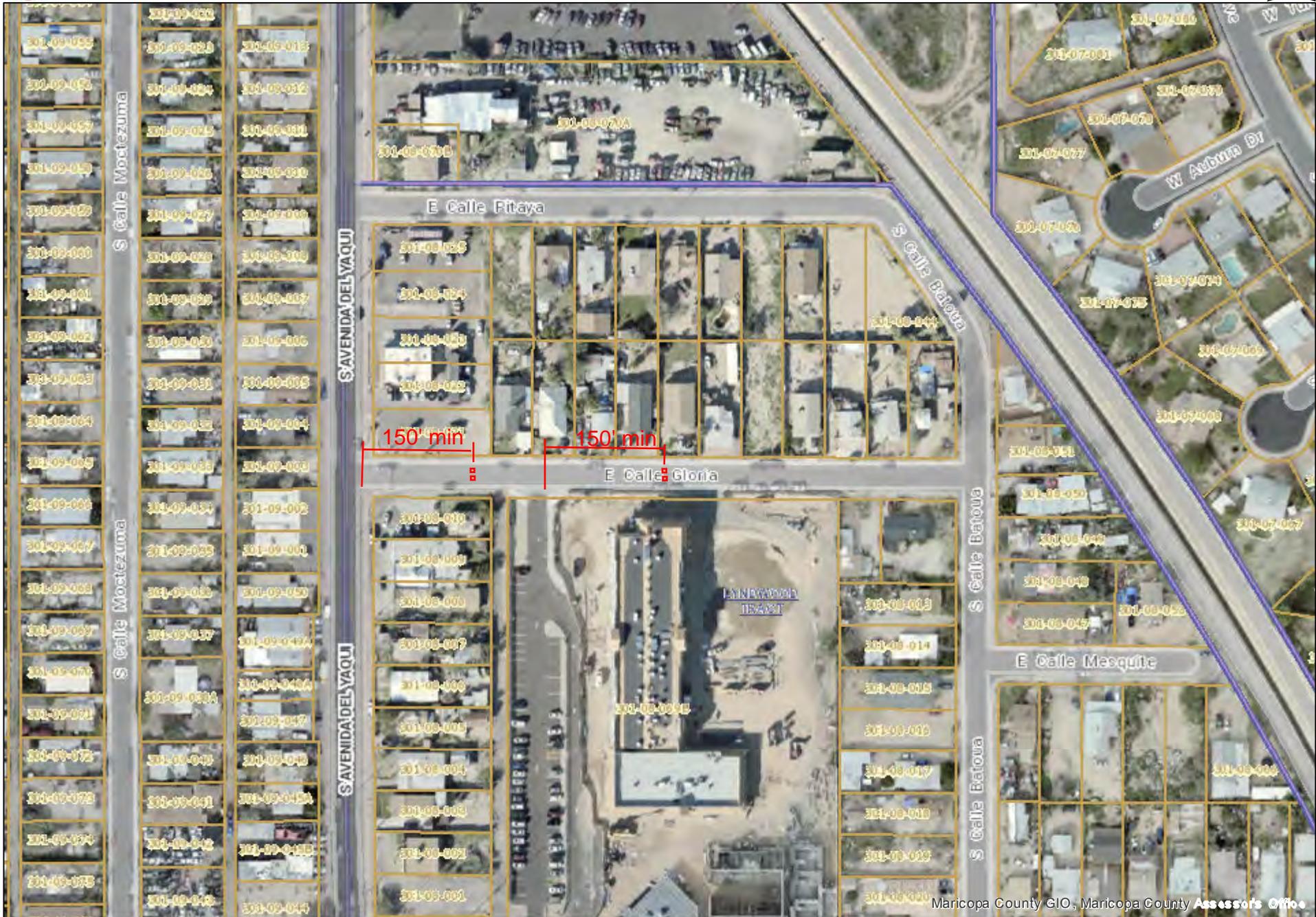
See City of Mesa Standard Details M-15.01 through M-15.06 for specifications and design of speed humps and cushions.

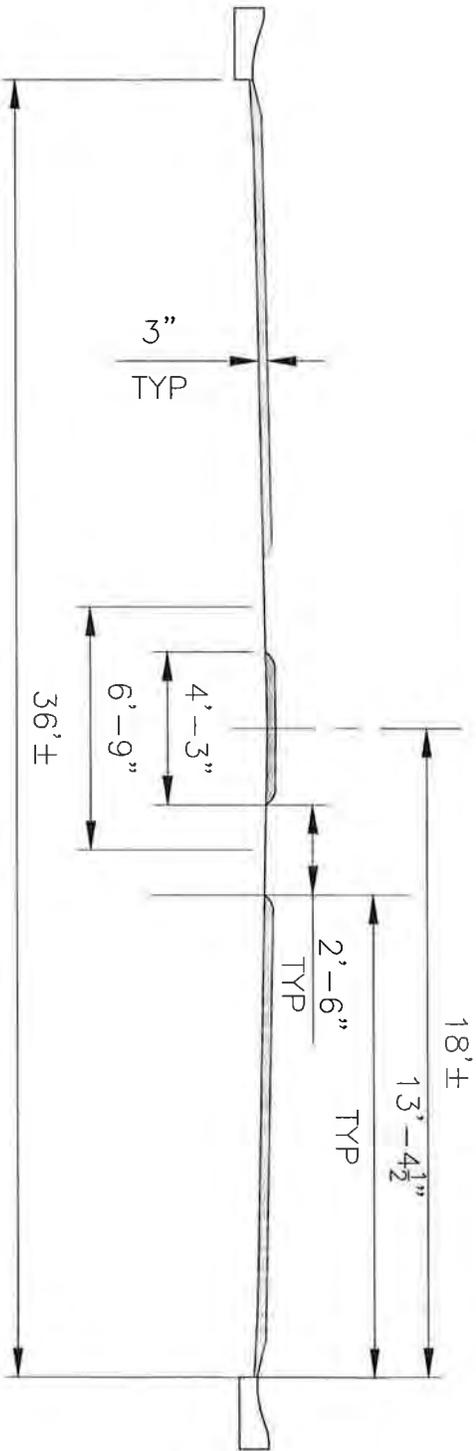
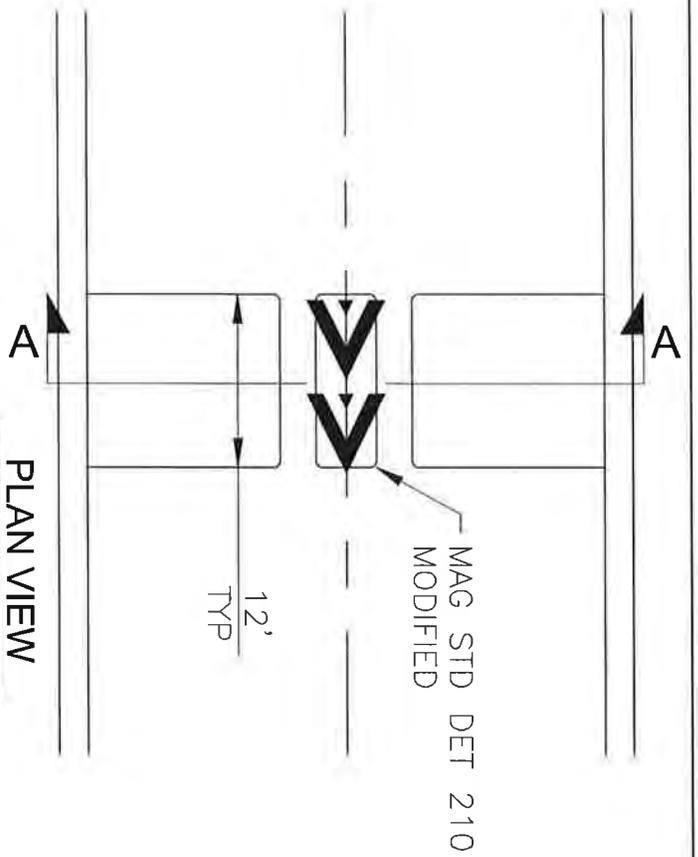
H. Revision

The City Manager or designee may make adjustments to the requirements for speed hump or cushion installations as necessary. All adjustments shall be in writing and on file in the Transportation Department's Asset Management System (Cityworks).



# Map



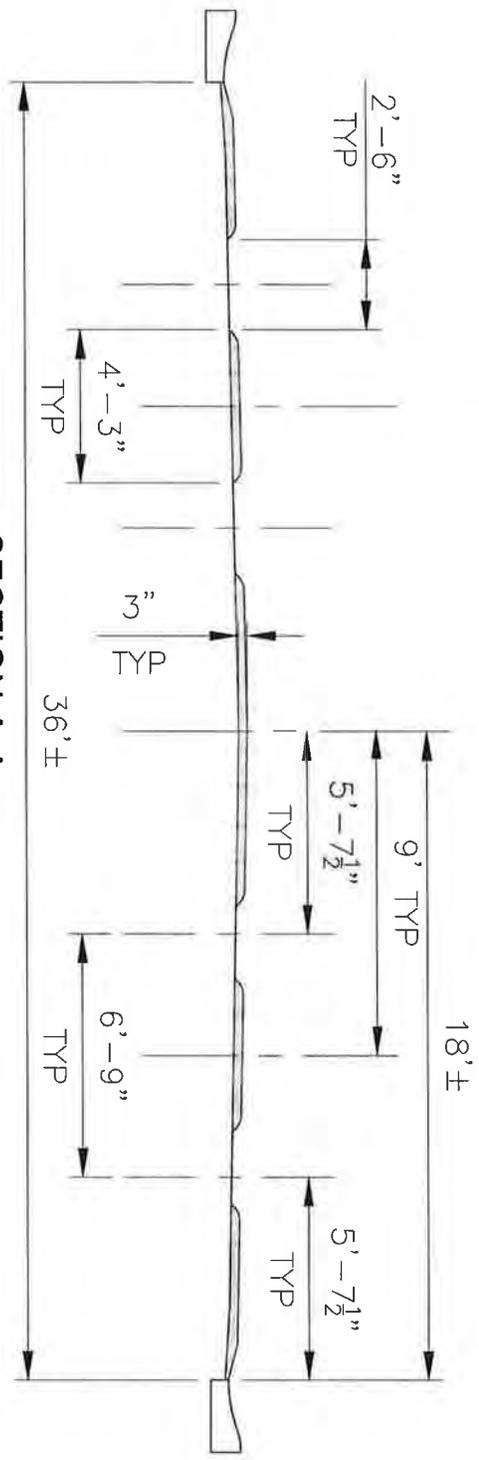
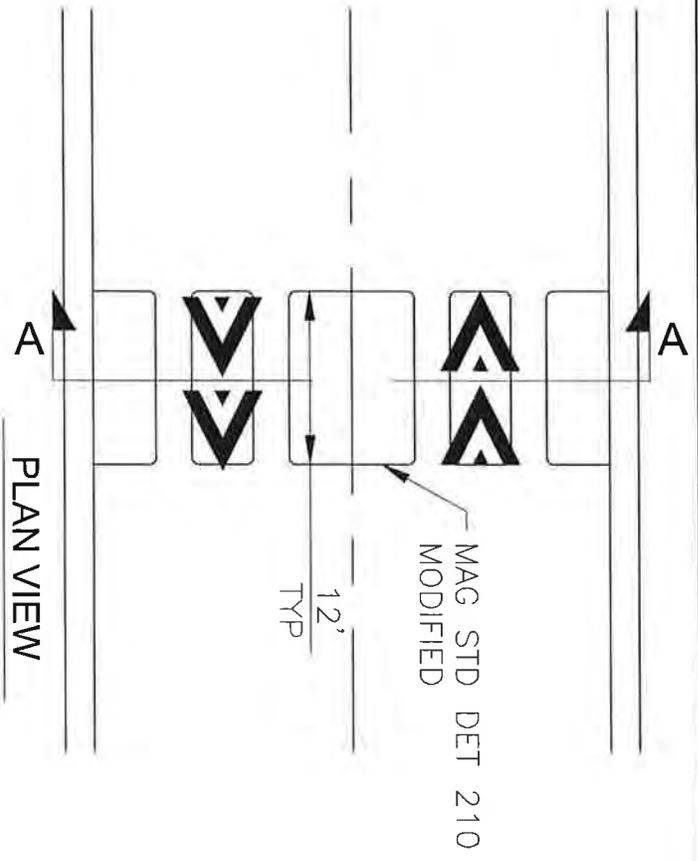


SPEED HUMP DETAIL CALLE TOMI 2

MODIFIED FROM

MAG STD DET 210

**Dibble**  
Engineering



SPEED HUMP DETAIL CALLE TOMI 1  
MODIFIED FROM  
MAG STD DET 210



# Accounts Payable

## Checks by Date - Detail by Check Number

User: jdrury  
Printed: 9/5/2019 1:50 PM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64061	AVESIS	Avesis Insurance	08/02/2019	
	2343681	vision insurance Aug 19	vision insurance Aug 19	5.31
	2343681	vision insurance Aug 19	vision insurance Aug 19	7.12
	2343681	vision insurance Aug 19	vision insurance Aug 19	0.63
	2343681	vision insurance Aug 19	vision insurance Aug 19	8.45
	2343681	vision insurance Aug 19 ee dep	vision insurance Aug 19	61.14
	2343681	vision insurance Aug 19	vision insurance Aug 19	7.18
	2343681	vision insurance Aug 19	vision insurance Aug 19	8.26
	2343681	vision insurance Aug 19	vision insurance Aug 19	3.15
	2343681	vision insurance Aug 19	vision insurance Aug 19	0.95
	2343681	vision insurance Aug 19	vision insurance Aug 19	29.91
	2343681	vision insurance Aug 19	vision insurance Aug 19	14.19
	2343681	vision insurance Aug 19	vision insurance Aug 19	0.95
	2343681	vision insurance Aug 19	vision insurance Aug 19	1.26
	2343681	vision insurance Aug 19	vision insurance Aug 19	1.26
	2343681	vision insurance Aug 19	vision insurance Aug 19	11.67
	2343681	vision insurance Aug 19	vision insurance Aug 19	3.40
	2343681	vision insurance Aug 19	vision insurance Aug 19	3.41
	2343681	vision insurance Aug 19	vision insurance Aug 19	12.60
Total for Check Number 64061:				180.84
64062	AZSTTREA	AZ State Treasurer	08/02/2019	
	Jun 19	JCEF TIME PAYMENTS RESTRICTED	finer due to state Jun 19	-68.02
	Jun 19	COURT ENHANCEMENT FUND	finer due to state Jun 19	11.10
	Jun 19	FINES DUE TO COUNTY	finer due to state Jun 19	265.66
	Jun 19	JCEF TIME PAYMENTS RESTRICTED	finer due to state Jun 19	68.02
	Jun 19	BONDS FORFEITED	finer due to state Jun 19	-1,000.00
	Jun 19	BONDS FORFEITED	finer due to state Jun 19	1,000.00
	Jun 19	TRANSFER RECEIPTS TO RESTITUTION	finer due to state Jun 19	-50.00
	Jun 19	TRANSFER RECEIPTS TO RESTITUTION	finer due to state Jun 19	50.00
	Jun 19	finer due to state Jun 19	finer due to state Jun 19	2,049.55
	Jun 19	RECLASS CHARGES	finer due to state Jun 19	52.00
	Jun 19	RECLASS CHARGES	finer due to state Jun 19	-52.00
	Jun 19	RECLASS CHARGES	finer due to state Jun 19	52.00
	Jun 19	COURT ENHANCEMENT FUND	finer due to state Jun 19	-11.10
	Jun 19	RECLASS CHARGES	finer due to state Jun 19	-52.00
	Jun 19	FINES DUE TO COUNTY	finer due to state Jun 19	-265.66
Total for Check Number 64062:				2,049.55
64063	CH	Clearinghouse	08/02/2019	
	08022019	PR Batch 00802.08.2019 Wage Assignment-CH	PR Batch 00802.08.2019 Wag	104.92
	08022019	PR Batch 00802.08.2019 Wage Assignment-CH	PR Batch 00802.08.2019 Wag	98.48
Total for Check Number 64063:				203.40
64064	CAM	Commercial Authorized Mechanical	08/02/2019	
	1807	% coil cleaner and condenser fan motor	oil cleaner and condenser fan	180.02
	1807	% coil cleaner and condenser fan motor	oil cleaner and condenser fan	174.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1807	% coil cleaner and condenser fan motor	oil cleaner and condenser fan	174.74
	74156	% main contactor and refrigerant	main contactor and refrigerant	187.06
	74156	% main contactor and refrigerant	main contactor and refrigerant	181.57
	74156	% main contactor and refrigerant	main contactor and refrigerant	181.57
	74165	% walk in freezer: leak, search, repair, coil clean	walk in freezer: leak, search, r	236.12
	74165	% walk in freezer: leak, search, repair, coil clean	walk in freezer: leak, search, r	229.19
	74165	% walk in freezer: leak, search, repair, coil clean	walk in freezer: leak, search, r	229.19
			Total for Check Number 64064:	1,774.20
64065	ESPINMAR 07272019	Espinoza, Mary Lou refund security deposit	08/02/2019 refund security deposit	150.00
			Total for Check Number 64065:	150.00
64066	GFFA 08022019 KF	Guadalupe Firefighters Associa PR Batch 00802.08.2019 Kitty Fund	08/02/2019 PR Batch 00802.08.2019 Kitty	110.00
			Total for Check Number 64066:	110.00
64067	GFFA 080202019 UD	Guadalupe Firefighters Associa PR Batch 00802.08.2019 Union Dues	08/02/2019 PR Batch 00802.08.2019 Unic	165.00
			Total for Check Number 64067:	165.00
64068	AZPPE 1321	Gulf Coast Business Credit citrosqueeze-5 gallon pail	08/02/2019 citrosqueeze-5 gallon pail	151.33
			Total for Check Number 64068:	151.33
64069	HOME2871	Home Depot Credit Services	08/02/2019	
	0021983	%cleaning supplies: terry towels, microfiber tow	cleaning supplies, suite #34: v	8.88
	0021983	%cleaning supplies: terry towels, microfiber tow	cleaning supplies, suite #34: v	26.65
	0021983	broom	cleaning supplies, suite #34: v	18.34
	0021983	%cleaning supplies: terry towels, microfiber tow	cleaning supplies, suite #34: v	4.44
	0021983	suite #34: wall orange, rollers, masking tape, and	cleaning supplies, suite #34: v	57.28
	0021983	%cleaning supplies: terry towels, microfiber tow	cleaning supplies, suite #34: v	26.65
	0021983	%cleaning supplies: terry towels, microfiber tow	cleaning supplies, suite #34: v	22.21
	0022946	trowel, knee pads, and adhesive applicator	suite #34: adhesive, wall oran;	31.76
	0022946	Suite #34: wall base adhesive and wall orange	suite #34: adhesive, wall oran;	37.61
	1021827	Suite #34: piant, rosin paper, roller, tape, flat bru	Suite #34: piant, rosin paper, r	236.10
	10513	return of floor stripper	return of floor stripper	68.84
	11404	coating removal tool, and floor maintainer rental	coating removal tool, and floo	175.00
	119441	return of coating removal tool and floor maintain	return of coating removal tool	-10.91
	1361148	CAP office: LED troffer	LED troffer, duplex outlet, GF	64.83
	1361148	suite #27: duplex outlet, GFCI, sheilded coupling	LED troffer, duplex outlet, GF	53.52
	1620708	washer, machine screws, and swing chain	washer, machine screws, and :	10.24
	2021798	mobile stage: new light bulbs	mobile stage: new light bulbs	61.10
	2283152	% bedding forks (3)	bedding forks (3)	61.59
	2283152	% bedding forks (3)	bedding forks (3)	61.58
	2361126	library: toilet seat	toilet seat and pliers	27.00
	2361126	tongue and groove pliers	toilet seat and pliers	12.95
	2470432	suite #34: black rubber wall base	suite #34: black rubber wall b;	91.65
	25198	suite: 34: deposit for rental of concrete gas saw	suite: 34: deposit for rental of	150.00
	25362	suite #34: balance of rental, concrete gas saw	suite #34: balance of rental, cc	-24.45
	3203576	ant bait	wallplates, outlet covers, ant t	34.53
	3203576	% work gloves	wallplates, outlet covers, ant t	40.49
	3203576	% work gloves	wallplates, outlet covers, ant t	40.49
	3203576	suite #34: stepping stones, wallplates, and outlet	wallplates, outlet covers, ant t	29.35
	3361113	microfiber towels and mop refill	suite #34: paint trays, towels,	25.82
	3361113	suite # 34: paint trays	suite #34: paint trays, towels,	8.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3361113	valve respirator	suite #34: paint trays, towels,	18.31
	5611532	rat glue traps	def fluid and rat glue traps	4.29
	5611532	def fluid	def fluid and rat glue traps	48.52
	6023286	suite #34: masking tape, joint compound, and pa	suite #34: masking tape, joint	49.43
	6340875	drywall repair panel, joint tape, drywall screws, j	drywall panel, joint tape, scre	87.81
	6340875	rasp and floor chisel	drywall panel, joint tape, scre	20.48
	6621316	tool bag	fly ribbon trap, diesel exhaust	18.35
	6621316	fly ribbon trap	fly ribbon trap, diesel exhaust	3.21
	6621316	diesel exhaust fluid and def fluid	fly ribbon trap, diesel exhaust	40.44
	7023186	suite #34: copper piping, map-pro cylinder, flux,	suite #34: copper piping, map	47.99
	8621068	key rings, key id tags, raid ant & roach killer, for	key rings, key id tags, raid ant	20.29
	8988	floor stripper rental deposit	floor stripper rental deposit	100.00
	9022092	graffitti removal: graffitti removal aerosol	suite #34: wall plates, concret	19.40
	9022092	foam float, all purpose sponges, trowel, and rubb	suite #34: wall plates, concret	40.47
	9022092	suite #34: wall plates, midway switch wall plates	suite #34: wall plates, concret	43.68
			Total for Check Number 64069:	2,014.79
64070	JRI	Johnson Refrigeration	08/02/2019	
	WO-2596	headstart: service call	headstart: service call	75.00
	WO-2722	headstart: service call, fuse, locate short and repa	headstart: service call, fuse, lo	304.00
	WO-2788	headstart: thermostat service call	headstart: thermostat service c	75.00
			Total for Check Number 64070:	454.00
64071	MC TREAS Jun 19	Maricopa County Treasurer's fines due to county Jun 19	08/02/2019 fines due to county Jun 19	265.66
			Total for Check Number 64071:	265.66
64072	AXA	MONY Life Insurance Company of Americ	08/02/2019	
	74720	life insurance Aug 19	life insurance Aug 19	12.38
	74720	life insurance Aug 19	life insurance Aug 19	5.91
	74720	life insurance Aug 19	life insurance Aug 19	0.52
	74720	life insurance Aug 19	life insurance Aug 19	4.18
	74720	life insurance Aug 19	life insurance Aug 19	2.82
	74720	life insurance Aug 19	life insurance Aug 19	3.66
	74720	life insurance Aug 19	life insurance Aug 19	0.78
	74720	life insurance Aug 19	life insurance Aug 19	23.52
	74720	life insurance Aug 19	life insurance Aug 19	49.63
	74720	life insurance Aug 19	life insurance Aug 19	0.78
	74720	life insurance Aug 19	life insurance Aug 19	1.04
	74720	life insurance Aug 19	life insurance Aug 19	7.06
	74720	life insurance Aug 19	life insurance Aug 19	10.46
	74720	life insurance Aug 19	life insurance Aug 19	6.75
	74720	life insurance Aug 19	life insurance Aug 19	2.82
	74720	life insurance Aug 19	life insurance Aug 19	4.38
	74720	life insurance Aug 19	life insurance Aug 19	2.62
			Total for Check Number 64072:	139.31
64073	MRELECT 2013586	Mr Electric suite #27: service call and replace amp	08/02/2019 suite #27: service call and rep	433.90
			Total for Check Number 64073:	433.90
64074	NATWIDE 08022019	Nationwide Retirement Solution PR Batch 00802.08.2019 Nationwide (PEBSCO)	08/02/2019 PR Batch 00802.08.2019 Nati	465.00
			Total for Check Number 64074:	465.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64075	NW-ASRS 08022019	Nationwide Retirement Solutions PR Batch 00802.08.2019 Nationwide ASRS	08/02/2019 PR Batch 00802.08.2019 Nati	121.01
Total for Check Number 64075:				121.01
64076	NUESTRA 102	Nuestra Senora Apartments rental assistance AA	08/02/2019 rental assistance AA	720.00
Total for Check Number 64076:				720.00
64077	NUTRITIO 08222019 08222019 08222019	Nutrition Alliance, LLC % servsafe manager class AC % servsafe manager class AC % servsafe manager class AC	08/02/2019 servsafe manager class AC servsafe manager class AC servsafe manager class AC	58.50 23.40 35.10
Total for Check Number 64077:				117.00
64078	ONGROXAN 07252019	Ong, Roxanne judicial services 7/25/19	08/02/2019 judicial services 7/25/19	330.00
Total for Check Number 64078:				330.00
64079	PHXDISP 400907550 400908834 400909035	City of Phoenix annual maint fee FY 20 o&m fees fy 20 Q1 fy 20 required min balance	08/02/2019 annual maint fee FY 20 o&m fees fy 20 Q1 fy 20 required min balance	275.00 224.91 109.58
Total for Check Number 64079:				609.49
64080	SCHADE R7AA18872 R7AA18872	Riviera Finance % milk % milk	08/02/2019 milk milk	15.91 56.45
Total for Check Number 64080:				72.36
64081	SAVARDK 07252019	Savard, Kay mileage to AMCA election training	08/02/2019 mileage to AMCA election tra	54.52
Total for Check Number 64081:				54.52
64082	SHAMROCK 19747531 19747531 19747531 19747531 19747531 19747531 19747531 19747531 19750221 19750221 19750221 6031003 6031003 6031003 6031003 6031003 6036174 6036174 6036174	Shamrock Foods Company % quat sanitizer % fliptop bags, storage bags, rice bowls, vinyl gl % coffee, cheese, eggs, pinto beans, tortilla chips % coffee, cheese, eggs, pinto beans, tortilla chips % quat sanitizer % fliptop bags, storage bags, rice bowls, vinyl gl % quat sanitizer % fliptop bags, storage bags, rice bowls, vinyl gl % dishmachine sanitizer % dishmachine sanitizer % dishmachine sanitizer % quat sanitizer % credit for beans % quat sanitizer % quat sanitizer % credit for beans % credit for quat sanitizer % credit for quat sanitizer % credit for quat sanitizer	08/02/2019 food, kitchen, and janitorial su food, kitchen, and janitorial su dishwasher sanitizer dishwasher sanitizer dishwasher sanitizer credit for beans and quat sanit credit for quat sanitizer credit for quat sanitizer credit for quat sanitizer	93.81 90.51 1,122.99 316.74 55.96 12.93 14.81 81.28 2.91 18.41 10.98 -59.67 -13.68 -15.80 -100.04 -3.86 -15.91 -100.76 -60.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64082:	1,451.51
64083	TEPOWER 303107 303421 303421	Tempe Power Equipment pressure washer: rocker arm, air cleaner, spark p % walker: nuts, screws, and rotation blades % walker: nuts, screws, and rotation blades	08/02/2019 pressure washer: rocker arm, r % walker: nuts, screws, and rc % walker: nuts, screws, and rc	97.33 108.32 108.32
			Total for Check Number 64083:	313.97
64084	TESTLUKE Jun 19	Tempe St Luke's Hospital pharmacy charges Jun 19	08/02/2019 pharmacy charges Jun 19	46.42
			Total for Check Number 64084:	46.42
64085	TEWBILLS 07292019	Tempe, City of (Resident) water bills collected 7/29	08/02/2019 water bills collected 7/29	200.00
			Total for Check Number 64085:	200.00
64086	UNSITE 114-8843395	United Site Services port a potty Aug 19	08/02/2019 port a potty Aug 19	121.74
			Total for Check Number 64086:	121.74
64087	OSUNAELV 06292019	Osuna, Elvira security deposit refund	08/02/2019 security deposit refund	150.00
			Total for Check Number 64087:	150.00
64088	GUZMANL 471621	Guzman Gordillo, Luis replace fuel pump, battery terminals and map ser	08/02/2019 replace fuel pump, battery terri	220.00
			Total for Check Number 64088:	220.00
64089	BECKDAN 08012019	Beck, Daniel school striping: security and traffic control 8.5 hr	08/09/2019 school striping: security and ti	425.00
			Total for Check Number 64089:	425.00
64090	BOUNDTRE 83293074	Bound Tree Medical, LLC gloves and iv catheters	08/09/2019 gloves and iv catheters	320.51
			Total for Check Number 64090:	320.51
64091	MESATRAN F350: 200000427	City of Mesa, Transportation new school signs	08/09/2019 new school signs	371.79
			Total for Check Number 64091:	371.79
64092	DAILYJOU A3276868	Daily Journal Corporation advertising: variance applicaiton	08/09/2019 advertising: variance applicait	3.02
			Total for Check Number 64092:	3.02
64093	DIBBLENG 1016014-44 1016014-44 1016014-44	Dibble & Associates Consutling Engineers frank school striping: project manager and techni building inspections Jul 19 coordination on replacing manhole covers	08/09/2019 engineering services Jul 19 engineering services Jul 19 engineering services Jul 19	745.00 5,985.00 390.00
			Total for Check Number 64093:	7,120.00
64094	FFPOCANC	Fire Fighters & PO Cancer Ins	08/09/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	167-19	cancer insurance FY 20	cancer insurance FY 20	350.00
			Total for Check Number 64094:	350.00
64095	GUZMANL 08062019	Guzman Gordillo, Luis gen maint: replace wiring, taillights, plug on wat	08/09/2019 gen maint: replace wiring, tail	240.00
			Total for Check Number 64095:	240.00
64096	JUVES 11442	Juve's Auto Clinic 10 ford bus: oil change	08/09/2019 10 ford bus: oil change	45.90
			Total for Check Number 64096:	45.90
64097	LANGLINE Jul 19	Language Line Services, Inc translation services for fire truck letter	08/09/2019 translation services for fire tru	67.14
			Total for Check Number 64097:	67.14
64098	LINCOLN 52591	Lincoln Electric Door nw bay door: service labor, travel and pair replac	08/09/2019 nw bay door: service labor, tra	642.75
			Total for Check Number 64098:	642.75
64099	LNCURTIS INV302391	LN Curtis and Sons led survivor flashlight, light only	08/09/2019 led survivor flashlight, light oi	102.37
			Total for Check Number 64099:	102.37
64100	MCPRIS JUL19HSNG	MCSO Patrol and Per Diem Billing detention services Jul 19	08/09/2019 detention services Jul 19	2,989.20
			Total for Check Number 64100:	2,989.20
64101	MCSHER AUG19HSNG	MCSO Patrol and Per Diem Billing patrol services Aug 19	08/09/2019 patrol services Aug 19	160,947.28
			Total for Check Number 64101:	160,947.28
64102	MYTEK 65973 65977	Mytek Network Solutions axcient foundation, additional block, and applian workstation and server management Aug 19	08/09/2019 axcient foundation, additional workstation and server manag	632.50 498.75
			Total for Check Number 64102:	1,131.25
64103	OFFDEPOT 348671086-001 348671086-001 348671086-001 348671395-001	Office Depot message flags post its toner document covers	08/09/2019 toner, message flags, and post toner, message flags, and post toner, message flags, and post document covers	6.19 6.09 356.67 16.28
			Total for Check Number 64103:	385.23
64104	PALS Jul 19	Pet & Animal Lovers Service dead animal pick up Jul 19	08/09/2019 dead animal pick up Jul 19	133.00
			Total for Check Number 64104:	133.00
64105	PETTYC Jul 19	Petty Cash Fund, Town Hall site council: visa gift card	08/09/2019 petty cash disbursements Jul 1	53.94
			Total for Check Number 64105:	53.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64106	SUNSHINE	Sunshine Pest Control	08/09/2019	
	7859	extermination services Aug 19 fire	extermination services Aug 15	26.80
	7859	extermination services Aug 19 block house	extermination services Aug 15	50.00
	7859	extermination services Aug 19 headstart outside	extermination services Aug 15	50.00
	7859	extermination services Aug 19 TH	extermination services Aug 15	60.00
	7859	extermination services Aug 19 maint yd	extermination services Aug 15	118.62
	7859	extermination services Aug 19 CAP	extermination services Aug 15	70.02
	7859	extermination services Aug 19 mercado	extermination services Aug 15	135.00
	7859	extermination services Aug 19 straw house	extermination services Aug 15	50.00
	7859	extermination services Aug 19 % sr center	extermination services Aug 15	5.19
	7859	extermination services Aug 19 % sr center	extermination services Aug 15	5.19
	7859	extermination services Aug 19 headstart inside	extermination services Aug 15	13.29
	7859	extermination services Aug 19 % sr center	extermination services Aug 15	5.19
	7859	extermination services Aug 19 library	extermination services Aug 15	25.70
	7859	extermination services Aug 19 stott/biehn park	extermination services Aug 15	50.00
			Total for Check Number 64106:	665.00
64107	TAVENAMA 08032019	Tavena, Margarita refund security deposit 8/3	08/09/2019 refund security deposit 8/3	150.00
			Total for Check Number 64107:	150.00
64108	TCI	TCI Security	08/09/2019	
	33776	alarm monitoring Jul 19 TH	alarm monitoring Jul 19	67.12
	33776	alarm monitoring Jul 19 Library	alarm monitoring Jul 19	24.28
	33776	alarm monitoring Jul 19 % sr center	alarm monitoring Jul 19	8.95
	33776	alarm monitoring Jul 19 % sr center	alarm monitoring Jul 19	8.95
	33776	alarm monitoring Jul 19 CAP	alarm monitoring Jul 19	14.28
	33776	alarm monitoring Jul 19 % sr center	alarm monitoring Jul 19	8.95
			Total for Check Number 64108:	132.53
64109	TEPOWER	Tempe Power Equipment	08/09/2019	
	302898	walker: cylinder gasket, exhaust valve, intake va	walker: cylinder gasket, exha	515.61
	303508	walker: engine belt replacement and labor	walker: engine belt replaceme	211.90
			Total for Check Number 64109:	727.51
64110	TE9999 8330300000	Tempe, City of utility assistance AC	08/09/2019 utility assistance AC	900.00
			Total for Check Number 64110:	900.00
64111	TEWBILLS	Tempe, City of (Resident)	08/09/2019	
	07312019	water bills collected 7/31	water bills collected 7/31	77.86
	08022019	water bills collected 8/2	water bills collected 8/2	133.79
	08052019	water bills collected 8/5	water bills collected 8/5	99.06
			Total for Check Number 64111:	310.71
64112	TORREMAR 08042019	Torres, Margie refund securiry deposit 8/4	08/09/2019 refund securiry deposit 8/4	150.00
			Total for Check Number 64112:	150.00
64113	WASTEM	Waste Management of Arizona	08/09/2019	
	8628464-4886-1	roll off's maintenance Jul 19 73.84 tons	roll off's maintenance Jul 19 7	3,816.66
	8628465-4886-8	roll off's residential Jul 19 34.27 tons	roll off's residential Jul 19 34.	3,265.77
			Total for Check Number 64113:	7,082.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64114	WRECORP 3591	WRE Corp Asbestos testing Senior Center/Headstart buildin	08/09/2019 Asbestos testing Senior Cente	2,190.00
Total for Check Number 64114:				2,190.00
64115	BANNERDM Jul 19	Banner Desert Medical Center pharmacy charges Jul 19	08/16/2019 pharmacy charges Jul 19	8.00
Total for Check Number 64115:				8.00
64116	CAPITAL1 0005089435 0005089435	Capital One Public Funding fire truck payment FY 20 fire truck payment FY 20	08/16/2019 fire truck payment FY 20 fire truck payment FY 20	15,364.98 50,605.89
Total for Check Number 64116:				65,970.87
64117	CIRCLEK CM 2018-000086	Circle K restitution	08/16/2019 restitution	5.94
Total for Check Number 64117:				5.94
64118	CH 08162019 08162019	Clearinghouse PR Batch 00816.08.2019 Wage Assignment-CH PR Batch 00816.08.2019 Wage Assignment-CH	08/16/2019 PR Batch 00816.08.2019 Wag PR Batch 00816.08.2019 Wag	98.48 104.92
Total for Check Number 64118:				203.40
64119	DAILYJOU A3281324	Daily Journal Corporation notice of hearing	08/16/2019 notice of hearing	2.01
Total for Check Number 64119:				2.01
64120	DELPUEB 08062019	Del Pueblo Tire Shop spare tire	08/16/2019 spare tire	10.00
Total for Check Number 64120:				10.00
64121	DIBBLENG 1016014.07-1	Dibble & Associates Consutling Engineers conditions assessment	08/16/2019 conditions assessment	15,624.00
Total for Check Number 64121:				15,624.00
64122	FAITH 1060877-0878 1060877-0878 1060877-0878 1060877-0878 1060877-0878 1060877-0878	Faith,Ledyard, Faith general attorney services Jul 19 general attorney services Jul 19 prosecution general attorney services Jul 19 office general attorney services Jul 19 % sr center general attorney services Jul 19 % sr center general attorney services Jul 19 % sr center	08/16/2019 general attorney services Jul 1 general attorney services Jul 1	2,015.00 7,712.00 9.30 33.34 33.33 33.33
Total for Check Number 64122:				9,836.30
64123	CDC 08122019	Guadalupe Comm Develop Corp HOME funds transfer to CDC Aug 19	08/16/2019 HOME funds transfer to CDC	19,887.84
Total for Check Number 64123:				19,887.84
64124	GFFA 08162019 KF	Guadalupe Firefighters Associa PR Batch 00816.08.2019 Kitty Fund	08/16/2019 PR Batch 00816.08.2019 Kitt	92.00
Total for Check Number 64124:				92.00
64125	GFFA	Guadalupe Firefighters Associa	08/16/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	08162019 UD	PR Batch 00816.08.2019 Union Dues	PR Batch 00816.08.2019 Unic	165.00
			Total for Check Number 64125:	165.00
64126	HERNACKI 008	Hernacki Law Office PLC judicial services 7/18	08/16/2019 judicial services 7/18	220.00
			Total for Check Number 64126:	220.00
64127	HERRERAV 08092019	Herrera, Vicky cover for receptionist 8/5-8/9/2019	08/16/2019 cover for receptionist 8/5-8/9/	440.00
			Total for Check Number 64127:	440.00
64128	IWORQSYS 191315	iWorQ Systems work order management system FY 20	08/16/2019 work order management syste	3,025.00
			Total for Check Number 64128:	3,025.00
64129	JACOBOE CM 2019-000046	Jacoba, Eric bond refund	08/16/2019 bond refund	100.00
			Total for Check Number 64129:	100.00
64130	JRI WO-2878	Johnson Refrigeration headstart: install 2 mini split system units	08/16/2019 headstart: install 2 mini split s	6,390.00
			Total for Check Number 64130:	6,390.00
64131	KLEES 2370	Klee's Climate Control san diego bay: search, repair, and condensor fan	08/16/2019 san diego bay: search, repair, ;	540.00
			Total for Check Number 64131:	540.00
64132	LANGLINE 4617732	Language Line Services, Inc interpreter services Jul 19	08/16/2019 interpreter services Jul 19	17.70
			Total for Check Number 64132:	17.70
64133	MARNLAW Jul 19	Law Office of Matthew A Marner, PLLC public defender services Jul 19	08/16/2019 public defender services Jul 19	2,200.00
			Total for Check Number 64133:	2,200.00
64134	NATWIDE 08162019	Nationwide Retirement Solution PR Batch 00816.08.2019 Nationwide (PEBSCO)	08/16/2019 PR Batch 00816.08.2019 Nati	465.00
			Total for Check Number 64134:	465.00
64135	NW-ASRS 08162019	Nationwide Retirement Solutions PR Batch 00816.08.2019 Nationwide ASRS	08/16/2019 PR Batch 00816.08.2019 Nati	121.01
			Total for Check Number 64135:	121.01
64136	OLIVER 63945 63945 63945	Oliver Pkg & Equipment Co % trays % trays % trays	08/16/2019 trays trays trays	214.68 239.07 34.15
			Total for Check Number 64136:	487.90
64137	PINARAY CM 2019-000043	Pina, Raymond bond refund	08/16/2019 bond refund	50.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64137:	50.00
64138	RITEWAY 4998	Rite Way Communications testing CAP fax and installing phone software	08/16/2019 testing CAP fax and installing	190.00
			Total for Check Number 64138:	190.00
64139	SAYANAT TR 2016-0158	Saya, Natalie Monique bond refund	08/16/2019 bond refund	50.00
			Total for Check Number 64139:	50.00
64140	SILVAMAR 08012019	Silva, Margarita judicial services 7/30	08/16/2019 judicial services 7/30	440.00
			Total for Check Number 64140:	440.00
64141	SIMSBS 141365	Sims Business Systems copy overages Jul 19	08/16/2019 copy overages Jul 19	54.37
			Total for Check Number 64141:	54.37
64142	SOTOIREN 08112019	Soto, Irene refund security deposit 8/11	08/16/2019 refund security deposit 8/11	150.00
			Total for Check Number 64142:	150.00
64143	TEPOWER 304082 304082	Tempe Power Equipment % blower: tune up kit, blower service kit, spark plug % blower: tune up kit, blower service kit, spark plug	08/16/2019 blower: tune up kit, blower service kit, spark plug blower: tune up kit, blower service kit, spark plug	23.95 23.95
			Total for Check Number 64143:	47.90
64144	TESTLUKE Jul 19	Tempe St Luke's Hospital pharmacy charges Jul 19	08/16/2019 pharmacy charges Jul 19	73.42
			Total for Check Number 64144:	73.42
64145	TEWBILLS 08082019 08092019 08122019 08132019	Tempe, City of (Resident) water bills collected 8/8 water bills collected 8/9 water bills collected 8/12 water bills collected 8/13	08/16/2019 water bills collected 8/8 water bills collected 8/9 water bills collected 8/12 water bills collected 8/13	380.00 436.95 852.61 464.81
			Total for Check Number 64145:	2,134.37
64146	TORRESR 08082019	Torres, Rey refund security deposit 8/8	08/16/2019 refund security deposit 8/8	150.00
			Total for Check Number 64146:	150.00
64147	ULINE 111115531	ULINE, Inc t-shirt bags	08/16/2019 t-shirt bags	53.18
			Total for Check Number 64147:	53.18
64148	UNFIRE 711703	United Fire Equipment Co spectacle kit	08/16/2019 spectacle kit	394.16
			Total for Check Number 64148:	394.16
64149	ALVARADO	Alvarado, Miguel	08/23/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	08172019	refund security deposit 8/17 event	refund security deposit 8/17 e	150.00
			Total for Check Number 64149:	150.00
64150	AUTOGLAS 1-54316	Auto Glass Direct LLC 00 chevy: back window replacement	08/23/2019 00 chevy: back window replac	238.91
			Total for Check Number 64150:	238.91
64151	AZMRRP 40001291-8619	AZ Mun. Risk Retention Pool general liability: sr center vehicle add FY 19	08/23/2019 general liability: sr center veh	594.00
			Total for Check Number 64151:	594.00
64152	SECSTATE 09012019	AZ Secretary of State registration for recertification election training K	08/23/2019 registration for recertification e	50.00
			Total for Check Number 64152:	50.00
64153	CNTRLINE 00086205	Centerline Supply West Inc strapping bracket set for signs	08/23/2019 strapping bracket set for signs	157.47
			Total for Check Number 64153:	157.47
64154	CINTAS 5014463185 5014463185 5014463185	Cintas Corporation refill first aid kit Aug 19 refill first aid kit Aug 19 refill first aid kit Aug 19	08/23/2019 refill first aid kit Aug 19 refill first aid kit Aug 19 refill first aid kit Aug 19	93.51 86.76 183.00
			Total for Check Number 64154:	363.27
64155	DELPUEB 04012019 04052019 05232019	Del Pueblo Tire Shop walker: fix flat 06 ford: tire repair tire disposal (65) and wheel disposal (11)	08/23/2019 walker: fix flat 06 ford: tire repair tire disposal (65) and wheel di	6.00 10.00 98.00
			Total for Check Number 64155:	114.00
64156	KLEES 2380 2385	Klee's Climate Control suite # 23: new ac unit installation cdc building: add 1 lb freon to ac unit	08/23/2019 suite # 23: new ac unit install cdc building: add 1 lb freon to	5,200.00 163.00
			Total for Check Number 64156:	5,363.00
64157	MCDOT TE930 FY 20	Maricopa County Dept of Transp maintenance of Town's traffic signal FY 20	08/23/2019 maintenance of Town's traffic	1,027.29
			Total for Check Number 64157:	1,027.29
64158	PALS 51580	Pet & Animal Lovers Service dead animal pick up (4) Jun	08/23/2019 dead animal pick up (4) Jun	266.00
			Total for Check Number 64158:	266.00
64159	PHXDISP 400907642 400909201 400909480	City of Phoenix phase III narrow banding upgrade phase III narrow banding upgrade credit computer aided dispatch and 1st QTR plant main	08/23/2019 phase III narrow banding upg phase III narrow banding upg computer aided dispatch and 1	1,777.28 -1,777.28 18,846.70
			Total for Check Number 64159:	18,846.70
64160	RICOH 5057332277	Ricoh USA, Inc copy machine maint Aug 19	08/23/2019 copy machine maint Jul - Aug	44.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	5057332277	copy machine maint Jul 19	copy machine maint Jul - Aug	44.75
	5057332277	copy overages Jul 19	copy machine maint Jul - Aug	47.07
Total for Check Number 64160:				136.57
64161	ROTOR PH 597201	Roto-Rooter Service install penal fixture in holding cell	08/23/2019 install penal fixture in holding	8,940.00
Total for Check Number 64161:				8,940.00
64162	SALASLUZ 08182019	Salas, Luz refund security deposit 8/18 event	08/23/2019 refund security deposit 8/18 e	150.00
Total for Check Number 64162:				150.00
64163	SRP999 200-513-005 303-685-007 325-557-009 430-146-000 857-655-003	Salt River Project utility assistance PE utility assistance JA utility assistance ME utility assistance RM utility assistance PG	08/23/2019 utility assistance PE utility assistance JA utility assistance ME utility assistance RM utility assistance PG	480.00 321.00 500.00 400.00 480.00
Total for Check Number 64163:				2,181.00
64164	TEPOWER 304253 304253	Tempe Power Equipment % trimmer repair: msc starter rope and damper s % trimmer repair: msc starter rope and damper s	08/23/2019 % trimmer repair: msc starter % trimmer repair: msc starter	16.62 16.62
Total for Check Number 64164:				33.24
64165	TEWBILLS 08142019 08152019 08162019 08192019	Tempe, City of (Resident) water bills collected 8/14 water bills collected 8/15 water bills collected 8/16 water bills collected 8/19	08/23/2019 water bills collected 8/14 water bills collected 8/15 water bills collected 8/16 water bills collected 8/19	243.21 330.59 168.98 92.78
Total for Check Number 64165:				835.56
64166	VANDERMC 08162019	VanderMolen, Krista reimbursement for Christmas purchases: clothes	08/23/2019 reimbursement for Christmas	161.23
Total for Check Number 64166:				161.23
64167	AZSTTREA Jul 19 Jul 19	AZ State Treasurer BONDS POSTED BONDS POSTED JCEF TIME PAYMENTS - RESTRICTED FINES DUE TO COUNTY BONDS FORFEITED BONDS FORFEITED TRANSFER RECEIPTS TO RESTITUTION TRANSFER RECEIPTS TO RESTITUTION fines due to state Jul 19 FINES DUE TO COUNTY JCEF TIME PAYMENTS - RESTRICTED COURT ENHANCEMENT FUND COURT ENHANCEMENT FUND	08/30/2019 fines due to state Jul 19 fines due to state Jul 19	-507.00 507.00 -26.00 -297.07 -5.94 5.94 -55.94 55.94 1,881.73 297.07 26.00 -16.65 16.65
Total for Check Number 64167:				1,881.73
64168	BOUNDTRE 83297988	Bound Tree Medical, LLC airway kits	08/30/2019 airway kits	5.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	83301211	airway kits	airway kits	5.78
	83301212	iv solution	iv solution	301.34
Total for Check Number 64168:				312.90
64169	CH 08302019 08302019	Clearinghouse PR Batch 00830.08.2019 Wage Assignment-CH PR Batch 00830.08.2019 Wage Assignment-CH	08/30/2019 PR Batch 00830.08.2019 Wag PR Batch 00830.08.2019 Wag	98.48 104.92
Total for Check Number 64169:				203.40
64170	DUNBAR 11003204	Dunbar Security Product, Inc deposit slips (200)	08/30/2019 deposit slips (200)	28.30
Total for Check Number 64170:				28.30
64171	FLUORESC 1361386	Everbrite West LLC repair streetlights 8/14	08/30/2019 repair streetlights 8/14	454.04
Total for Check Number 64171:				454.04
64172	FEDDERT 08232019	Fedder, Tiffany refund security deposit 8/23	08/30/2019 refund security deposit 8/23	150.00
Total for Check Number 64172:				150.00
64173	FELIXJUA CM 2018-0000964	Felix, Juana restitution	08/30/2019 restitution	250.00
Total for Check Number 64173:				250.00
64174	FRANKSTR 65958	Franklin Striping frank school: striping along Avenida del Yaqui fr	08/30/2019 frank school: striping along A	8,140.03
Total for Check Number 64174:				8,140.03
64175	GFFA 08302019 KF	Guadalupe Firefighters Associa PR Batch 00830.08.2019 Kitty Fund	08/30/2019 PR Batch 00830.08.2019 Kitt	90.00
Total for Check Number 64175:				90.00
64176	GUSTROSE 352840	Gust Rosefeld P.L.C. legal services Jul 19: small cell right of way and	08/30/2019 legal services Jul 19: small ce	1,017.50
Total for Check Number 64176:				1,017.50
64177	MC TREAS Jul 19	Maricopa County Treasurer's fines due to county Jul 19	08/30/2019 fines due to county Jul 19	297.07
Total for Check Number 64177:				297.07
64178	MARTINAN 08252019	Martinez, Annette refund security deposit 8/25	08/30/2019 refund security deposit 8/25	150.00
Total for Check Number 64178:				150.00
64179	MRELECT 2007313 2008249 2009686	Mr Electric provide and install new LED replacement for bol install light over mailbox install photocell swich to control street lights	08/30/2019 provide and install new LED r install light over mailbox install photocell swich to cont	785.00 2,559.00 241.95
Total for Check Number 64179:				3,585.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64180	NATFIRE H-208205 H-208205 H-208205	National Fire Control % kitchen fire system semi-annual inspection % kitchen fire system semi-annual inspection % kitchen fire system semi-annual inspection	08/30/2019 kitchen fire system semi-annu kitchen fire system semi-annu kitchen fire system semi-annu	 31.35 31.35 32.30
Total for Check Number 64180:				95.00
64181	NATWIDE 08302019	Nationwide Retirement Solution PR Batch 00830.08.2019 Nationwide (PEBSCO)	08/30/2019 PR Batch 00830.08.2019 Nati	 465.00
Total for Check Number 64181:				465.00
64182	NW-ASRS 08302019	Nationwide Retirement Solutions PR Batch 00830.08.2019 Nationwide ASRS	08/30/2019 PR Batch 00830.08.2019 Nati	 121.01
Total for Check Number 64182:				121.01
64183	POPOCAPC 10192019	Popoca, Pablo Cruz refund deposit 10/19	08/30/2019 refund deposit 10/19	 75.00
Total for Check Number 64183:				75.00
64184	REDDY 2030386449	Reddy Ice Corporation ice 80 units	08/30/2019 ice 80 units	 142.48
Total for Check Number 64184:				142.48
64185	SCHADE R7AA19080 R7AA19080 R7AA19190 R7AA19190	Riviera Finance % milk % milk % milk % milk	08/30/2019 milk milk milk milk	 16.38 58.08 58.08 16.38
Total for Check Number 64185:				148.92
64186	SRP999 009-760-005 631-686-006	Salt River Project utility assistance MP/AP utility assistance: SS	08/30/2019 utility assistance MP/AP utility assistance: SS	 500.00 360.00
Total for Check Number 64186:				860.00
64187	SHAMROCK 19779182 19779182 19779182 19779182 19779182 19779182 19779182 19779182 19782392 19782392	Shamrock Foods Company % kleenex, pine sol, and mop heads % cutlery, foam plates, foam trays, and food wip % cutlery, foam plates, foam trays, and food wip % cream cheese, cottage cheese, creamer, marga % kleenex, pine sol, and mop heads % cream cheese, cottage cheese, creamer, marga % cutlery, foam plates, foam trays, and food wip % kleenex, pine sol, and mop heads % rice pilaf mix % rice pilaf mix	08/30/2019 food, kitchen, and janitorial su food, kitchen, and janitorial su rice pilaf mix rice pilaf mix	 44.34 60.71 8.67 206.41 7.00 691.01 54.52 26.45 15.20 4.54
Total for Check Number 64187:				1,118.85
64188	TEPOWER 304734 304734 304734 304734 304734	Tempe Power Equipment % weed eater % shindaiwa oil and string for weed eater % shindaiwa oil and string for weed eater spigots for water coolers % weed eater	08/30/2019 weed eater, oil, string, and spi weed eater, oil, string, and spi	 164.29 59.67 59.66 21.77 164.29

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64188:	469.68
64189	TE9999 4021200000	Tempe, City of utility assistance: SS	08/30/2019 utility assistance: SS	153.00
			Total for Check Number 64189:	153.00
64190	TEWBILLS 08212019 08262019	Tempe, City of (Resident) water bills collected 8/21 water bills collected 8/26	08/30/2019 water bills collected 8/21 water bills collected 8/26	70.00 241.70
			Total for Check Number 64190:	311.70
64191	USFOOD 5847638 5847638 5875303 5875303	US FoodService, Inc % breaded fritter country steak and chicken patti % breaded fritter country steak and chicken patti % carrot sticks and pork butt % carrot sticks and pork butt	08/30/2019 breaded fritter country steak a breaded fritter country steak a carrot sticks and pork butt carrot sticks and pork butt	41.30 12.33 8.26 27.67
			Total for Check Number 64191:	89.56
64192	WASTEM 8636324-4886-7	Waste Management of Arizona residential trash Aug 19	08/30/2019 residential trash Aug 19	23,773.50
			Total for Check Number 64192:	23,773.50
64193	WRECORP 3562	WRE Corp sr center/headstart roof: balance of phase 2	08/30/2019 sr center/headstart roof: balan	740.00
			Total for Check Number 64193:	740.00
8201901	AFLAC Aug 19	AFLAC supplemental insurance Aug 19	08/31/2019 supplemental insurance Aug 1	391.30
			Total for Check Number 8201901:	391.30
8201902	ALLSTREA 16264893	Allstream local telephone service Jul 19 local telephone service Jul 19	08/31/2019 local telephone service Jul 19 local telephone service Jul 19	26.57 92.99 247.45 8.71 53.13 40.48 79.70 13.28 79.71 55.41 13.37 13.28 13.28 67.09 32.37 26.57 26.57
			Total for Check Number 8201902:	889.96
8201903	AUTOZONE 2758701375 2758711260 2758718536	AutoZone brush 241: wiper blades and oil b242: utility light, fuse holder, license plate light rental of manifold gauge set and vacuum pump	08/31/2019 brush 241: wiper blades and o b242: utility light, fuse holder rental of manifold gauge set a	31.50 69.96 308.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2758725248	rental return of manifold gauge set and vacuum p	rental return of manifold gaug	-308.09
Total for Check Number 8201903:				101.46
8201904	AZDOR	AZ Department of Revenue	08/31/2019	
	Jul 19	public surplus sales tax Jul 19	sales tax revenue Jul 19	218.18
	Jul 19	mercado sales tax Jul 19	sales tax revenue Jul 19	385.16
Total for Check Number 8201904:				603.34
8201905	AZSRS	AZ State Retirement System	08/31/2019	
	08022019	PR Batch 00802.08.2019 Retirement-ASRS	PR Batch 00802.08.2019 AZ 1	2,637.60
	08022019	PR Batch 00802.08.2019 Long Term Disability	PR Batch 00802.08.2019 AZ 1	37.55
	08022019	PR Batch 00802.08.2019 Alternate Contribution	PR Batch 00802.08.2019 AZ 1	549.96
	08022019	PR Batch 00802.08.2019 Long Term Disability I	PR Batch 00802.08.2019 AZ 1	37.55
	08022019	PR Batch 00802.08.2019 Retirement-ASRS-Emj	PR Batch 00802.08.2019 AZ 1	2,637.60
	08162019	PR Batch 00816.08.2019 Retirement-ASRS-Emj	PR Batch 00816.08.2019 AZ 1	2,399.74
	08162019	PR Batch 00816.08.2019 Long Term Disability I	PR Batch 00816.08.2019 AZ 1	34.17
	08162019	PR Batch 00816.08.2019 Long Term Disability	PR Batch 00816.08.2019 AZ 1	34.17
	08162019	PR Batch 00816.08.2019 Alternate Contribution	PR Batch 00816.08.2019 AZ 1	490.11
	08162019	PR Batch 00816.08.2019 Retirement-ASRS	PR Batch 00816.08.2019 AZ 1	2,399.74
Total for Check Number 8201905:				11,258.19
8201906	BLUECBS	Blue Cross/Blue Shield of AZ	08/31/2019	
	Aug 19	health insurance Aug 19	health insurance Aug 19	667.64
	Aug 19	health insurance Aug 19	health insurance Aug 19	869.75
	Aug 19	health insurance Aug 19	health insurance Aug 19	429.02
	Aug 19	health insurance Aug 19	health insurance Aug 19	850.32
	Aug 19	health insurance Aug 19 ee dep	health insurance Aug 19	1,278.60
	Aug 19	health insurance Aug 19 ee portion	health insurance Aug 19	311.12
	Aug 19	health insurance Aug 19	health insurance Aug 19	429.02
	Aug 19	health insurance Aug 19	health insurance Aug 19	1,542.08
	Aug 19	health insurance Aug 19	health insurance Aug 19	159.08
	Aug 19	health insurance Aug 19	health insurance Aug 19	79.54
	Aug 19	health insurance Aug 19	health insurance Aug 19	153.94
	Aug 19	health insurance Aug 19	health insurance Aug 19	1,539.38
	Aug 19	health insurance Aug 19	health insurance Aug 19	1,591.89
	Aug 19	health insurance Aug 19	health insurance Aug 19	397.72
	Aug 19	health insurance Aug 19	health insurance Aug 19	115.45
	Aug 19	health insurance Aug 19	health insurance Aug 19	3,334.59
	Aug 19	health insurance Aug 19	health insurance Aug 19	1,731.81
	Aug 19	health insurance Aug 19	health insurance Aug 19	1,058.14
	Aug 19	health insurance Aug 19	health insurance Aug 19	115.45
Total for Check Number 8201906:				16,654.54
8201907	CENTURY	Centurylink	08/31/2019	
	478 Jul 19	dedicated line Jul 19	dedicated line Jul 19	85.29
	Jul 19 904	alarm pad Jul 19	alarm pad Jul 19	54.48
Total for Check Number 8201907:				139.77
8201908	CHASE	Chase Bank	08/31/2019	
	Jul 19 BC	bank charges Jul 19	bank charges Jul 19	251.65
	Jul 19 CT 1	credit card machine fees Jul 19 ct 1	credit card machine fees Jul 1'	36.07
	Jul 19 CT 2	credit card machine fees Jul 19 ct 2	credit card machine fees Jul 1'	36.00
	Jul 19 TH	credit card machine fees Jul 19 th	credit card machine fees Jul 1'	99.24
Total for Check Number 8201908:				422.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
8201909	CHASEMC	Chase Card Services	08/31/2019	
	Jul 19	%judge's luncheon: salad & sandwiches	credit card purchases Jul 19	93.77
	Jul 19	independence day: watermelons and early pick u	credit card purchases Jul 19	347.74
	Jul 19	election training registration KS	credit card purchases Jul 19	115.00
	Jul 19	TH lobby bathroom: hinges, hine pins, and pintle	credit card purchases Jul 19	188.97
	Jul 19	2 TOG flags, 1 state, and 1 US flag	credit card purchases Jul 19	380.72
	Jul 19	suite #34: acid stain, poly spray, and seal	credit card purchases Jul 19	763.89
	Jul 19	toilet paper, dishwasher soap, fabric softener, sh	credit card purchases Jul 19	138.21
	Jul 19	pallet of water	credit card purchases Jul 19	229.17
	Jul 19	rental of o2 cylinder	credit card purchases Jul 19	33.81
	Jul 19	wildland: shirts	credit card purchases Jul 19	406.30
	Jul 19	brush 241: wedges for ax, fasteners, and ring	credit card purchases Jul 19	12.45
	Jul 19	car charger & AC charger adapter for laptop	credit card purchases Jul 19	35.98
	Jul 19	wildland: cooler, glvoes, field service kit, and dri	credit card purchases Jul 19	333.19
	Jul 19	20 first aid/cpr cards w/ access to digital book	credit card purchases Jul 19	316.62
	Jul 19	cemetery: roller wheels for fence	credit card purchases Jul 19	72.66
	Jul 19	maint yd: roller wheels for fence and ground wh	credit card purchases Jul 19	124.56
	Jul 19	panic alarm monitoring Jul 19	credit card purchases Jul 19	32.00
	Jul 19	patriotic water bottles, butter popcorn, anmial co	credit card purchases Jul 19	169.94
	Jul 19	% tortillas, carrots, celery, lettuce, jalapenos, pic	credit card purchases Jul 19	154.59
	Jul 19	% tortillas, carrots, celery, lettuce, jalapenos, pic	credit card purchases Jul 19	45.79
	Jul 19	% mouse mat and batteries	credit card purchases Jul 19	8.44
	Jul 19	% mouse mat and batteries	credit card purchases Jul 19	2.18
	Jul 19	% mouse mat and batteries	credit card purchases Jul 19	20.64
	Jul 19	% plug in oil and spray	credit card purchases Jul 19	9.71
	Jul 19	% plug in oil and spray	credit card purchases Jul 19	2.57
	Jul 19	% plug in oil and spray	credit card purchases Jul 19	16.27
	Jul 19	classification folders, colored paper, pens, deskt	credit card purchases Jul 19	411.14
	Jul 19	pre-filled fruit fly traps	credit card purchases Jul 19	14.39
	Jul 19	seat cover, steering wheel cover, floor mats, air f	credit card purchases Jul 19	86.21
	Jul 19	back to school supplies: binders, poly protectors,	credit card purchases Jul 19	1,022.26
	Jul 19	tips	credit card purchases Jul 19	23.35
	Jul 19	hydration station: water and ice	credit card purchases Jul 19	100.98
	Jul 19	emergency food boxes: pinto beans, elbow maca	credit card purchases Jul 19	253.89
	Jul 19	office chairs (2)	credit card purchases Jul 19	369.89
	Jul 19	delivery of water	credit card purchases Jul 19	7.55
	Jul 19	%judge's luncheon: salad & sandwiches	credit card purchases Jul 19	300.00
	Jul 19	employee purchase	credit card purchases Jul 19	58.52
	Jul 19	adobe acrobat renewal	credit card purchases Jul 19	198.41
	Jul 19	72" track and bearing kit	credit card purchases Jul 19	184.59
	Jul 19	homeless bags: ritz crackers, peanut butter crack	credit card purchases Jul 19	216.68
	Jul 19	flash drive	credit card purchases Jul 19	11.88
	RET AUG 19	pro-rated refund of instacart subsription	pro-rated refund of instacart si	-82.62
Total for Check Number 8201909:				7,232.29
8201910	COX	Cox Communications, Inc	08/31/2019	
	Aug 19 FF	internet services Aug 19 FF	internet services Aug 19 FF	60.00
	Aug 19 SC	hd tv service Aug 19 SC	hd tv service Aug 19 SC	31.10
	Aug 19 TH	internet service Aug 19 TH	internet service Aug 19 TH	79.00
Total for Check Number 8201910:				170.10
8201911	GENUINE	Genuine Parts Co	08/31/2019	
	4851-030600	jerry: refrigerant	jerry: refrigerant	48.63
	4851-030902	01 dodge: battery, core deposit, warranty, and w	01 dodge: battery, core deposi	57.81
	4851-031707	01 dodge: fuel pump assembly and rod clip	01 dodge: fuel pump assembly	285.36
	4851-031740	01 dodge: batteries, core deposit, and battery cab	01 dodge: batteries, core depo	291.83
	4851-031752	manifold absolute pressure map and vacuum con	manifold absolute pressure ma	115.65
	4857-031128	gen: windshield wiper fluid and refrigerant	gen: windshield wiper fluid ar	76.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 8201911:	875.99
8201912	METLIFE	Metropolitan Life Ins Co	08/31/2019	
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	25.58
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	33.55
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	16.62
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	5.54
	Aug 19	dental insurance Aug 19 ee dep	dental insurance Aug 19	278.69
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	16.61
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	5.98
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	57.45
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	2.77
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	55.34
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	36.92
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	36.75
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	4.15
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	62.25
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	132.28
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	4.15
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	24.29
	Aug 19	dental insurance Aug 19	dental insurance Aug 19	13.84
			Total for Check Number 8201912:	812.76
8201913	OREILLY 2547-255389 Jul 19	O'Reilly Automotive, INC floor mats, power outlet, fuse holder, slick mist, discount Jul 19	08/31/2019 floor mats, power outlet, fuse discount Jul 19	74.44 -1.49
			Total for Check Number 8201913:	72.95
8201914	PRTAXF	PAYROLL TAXES-FEDERAL	08/31/2019	
	08022019	Medicare Tax: 8/2 payroll	fed taxes: 8/2 payroll	1,651.66
	08022019	Federal Tax: 8/2 payroll	fed taxes: 8/2 payroll	4,898.28
	08022019	FICA Tax: 8/2 payroll	fed taxes: 8/2 payroll	7,062.42
	08032019	Federal Tax: ER Term	fed payroll taxes: ER Term	55.36
	08032019	FICA Tax: ER Term	fed payroll taxes: ER Term	83.04
	08032019	Medicare Tax: ER Term	fed payroll taxes: ER Term	19.42
	08162019	FICA Tax: 8/16 payroll	fed taxes: 8/16 payroll	7,201.44
	08162019	Medicare Tax: 8/16 payroll	fed taxes: 8/16 payroll	1,684.22
	08162019	Federal Tax: 8/16 payroll	fed taxes: 8/16 payroll	3,681.71
			Total for Check Number 8201914:	26,337.55
8201915	PRTAXS	PAYROLL TAXES-STATE	08/31/2019	
	08022019	State Tax: 8/2 payroll taxes	State Tax: 8/2 payroll taxes	1,645.28
	08032019	State Tax: ER Term	State Tax: ER Term	28.12
	08162019	State Tax: 8/16 payroll	State Tax: 8/16 payroll	1,632.10
			Total for Check Number 8201915:	3,305.50
8201916	PSPRS	Public Safety Personnel Retire	08/31/2019	
	07192019	PR Batch 00819.07.2019 Retirement-PSPRS	PR Batch 00819.07.2019 Reti	2,012.66
	07192019	LESS OF FIRE INSURANCE PREMIUM TAX	PR Batch 00819.07.2019 Reti	-201.64
	07192019	PR Batch 00819.07.2019 Retirement-PSPRS-Err	PR Batch 00819.07.2019 Reti	8,541.66
	08022019	PR Batch 00802.08.2019 Retirement-PSPRS	PR Batch 00802.08.2019 Reti	1,611.14
	08022019	LESS FIRE INSURANCE PREMIUM TAX CR	PR Batch 00802.08.2019 Reti	-201.64
	08022019	PR Batch 00802.08.2019 Retirement-PSPRS-Err	PR Batch 00802.08.2019 Reti	7,145.49
	08162019	PR Batch 00816.08.2019 Retirement-PSPRS	PR Batch 00816.08.2019 Reti	1,547.98
	08162019	FIRE INSURANCE PREMIUM TAX CREDIT	PR Batch 00816.08.2019 Reti	-201.64
	08162019	PR Batch 00816.08.2019 Retirement-PSPRS-Err	PR Batch 00816.08.2019 Reti	6,715.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 8201916:	26,969.97
8201917	SRP1277	Salt River Project	08/31/2019	
	Jul 19	utility: electricity Jul 19 security lights @ merca	utility: electricity Jul 19	240.93
	Jul 19	utility: electricity Jul 19 stott park	utility: electricity Jul 19	822.66
	Jul 19	utility: electricity Jul 19 sewer metering station	utility: electricity Jul 19	32.79
	Jul 19	utility: electricity Jul 19 ret basin @ guadalupe	utility: electricity Jul 19	31.67
	Jul 19	utility: electricity Jul 19 street lights	utility: electricity Jul 19	349.76
	Jul 19	utility: electricity Jul 19 biehn park lights	utility: electricity Jul 19	655.55
	Jul 19	utility: electricity Jul 19 biehn park restroom	utility: electricity Jul 19	31.41
	Jul 19	utility: electricity Jul 19 ret basin @ pitaya	utility: electricity Jul 19	30.65
	Jul 19	utility: electricity Jul 19 block house	utility: electricity Jul 19	22.06
	Jul 19	utility: electricity Jul 19 security/street lights @ l	utility: electricity Jul 19	246.47
	Jul 19	utility: electricity Jul 19 fire dept	utility: electricity Jul 19	686.53
	Jul 19	utility: electricity Jul 19 TH	utility: electricity Jul 19	2,077.07
	Jul 19	utility: electricity Jul 19 Library	utility: electricity Jul 19	712.14
	Jul 19	utility: electricity Jul 19 CAP	utility: electricity Jul 19	178.04
	Jul 19	utility: electricity Jul 19 mercado	utility: electricity Jul 19	5,358.02
	Jul 19	utility: electricity Jul 19 stott park restrooms	utility: electricity Jul 19	39.54
	Jul 19	utility: electricity Jul 19 ret basin @ vaou nawi	utility: electricity Jul 19	31.67
	Jul 19	utility: electricity Jul 19 % sr center	utility: electricity Jul 19	699.24
	Jul 19	utility: electricity Jul 19 headstart	utility: electricity Jul 19	1,196.11
	Jul 19	utility: electricity Jul 19 % sr center	utility: electricity Jul 19	139.85
	Jul 19	utility: electricity Jul 19 marquee	utility: electricity Jul 19	122.91
	Jul 19	utility: electricity Jul 19 % sr center	utility: electricity Jul 19	559.40
	Jul 19	utility: electricity Jul 19 sprinklers @ old town h	utility: electricity Jul 19	30.65
	Jul 19	utility: electricity Jul 19 cemetery	utility: electricity Jul 19	31.17
	Jul 19	utility: electricity Jul 19 straw bale house (maint	utility: electricity Jul 19	234.55
	Jul 19	utility: electricity Jul 19 maint yd	utility: electricity Jul 19	166.98
	Jul 19	utility: electricity Jul 19 security lights @ fire de	utility: electricity Jul 19	16.89
			Total for Check Number 8201917:	14,744.71
8201918	SRP1278	Salt River Project	08/31/2019	
	Jul 19	total street lights and/or traffic signals Jul 19	total street lights and/or traffic	2,399.40
			Total for Check Number 8201918:	2,399.40
8201919	TEBLDGS	Tempe, City of	08/31/2019	
	43524 Jul 19	utility: water Jul 19 hydrant meter	utility: water Jul 19 hydrant m	104.65
	53814 Jun 19	utility: water Jun 19 basin @ vaou nawi	utility: water Jun 19 basin @ \	1,472.05
	61814 Jun 19	utility: water Jun 19 basin @ stott park	utility: water Jun 19 basin @ :	3,083.98
	80814 Jun 19	utility: water Jun 19 basin @ guadalupe	utility: water Jun 19 basin @ §	2,217.39
			Total for Check Number 8201919:	6,878.07
8201920	WASTEM 8625076-4886-6	Waste Management of Arizona residential trash Jul 19	08/31/2019 residential trash Jul 19	23,773.50
			Total for Check Number 8201920:	23,773.50
8201921	WEX	WEX Bank	08/31/2019	
	60500881	fuel expenses Jul 19 CAP	fuel purchases Jul 19	51.54
	60500881	fuel expenses Jul 19 Fire dept	fuel purchases Jul 19	2,090.69
	60500881	fuel expenses Jul 19 Maint	fuel purchases Jul 19	1,011.91
	60500881	fuel expenses Jul 19 % sr center @ 25%	fuel purchases Jul 19	63.09
	60500881	fuel expenses Jul 19 % sr center @ 75%	fuel purchases Jul 19	189.24
	60500881	rebate Jul 19	fuel purchases Jul 19	-9.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 8201921:	3,396.82
			Report Total (154 checks):	562,484.92