



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

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

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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

NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, JANUARY 28, 2021
6:00 P.M.

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, January 28, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the January 6, 2021, Town Council Special Meeting Minutes.
 2. Approval of the January 14, 2021, Town Council Regular Meeting Minutes.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item, unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. **COVID-19 ACTION UPDATE:** Mayor and Council will receive an update from Town staff regarding current steps taken to safe guard public health and safety in response to the Coronavirus and its impact to Town services including a status report regarding CARES Act funds provided by the Pascua Yaqui Tribe to assist the Town's response to the COVID-19 pandemic. Council may provide direction to the Town Manager / Clerk. *Material for this agenda item will be provided at the meeting.*



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2. **INDEPENDENCE DAY – JULY 4, 2021:** The Town Manager/Clerk is recommending that the annual Independence Day event, which would be scheduled for Saturday, July 3, 2021, be cancelled due to current COVID-19 health conditions. Council may provide direction to the Town Manager / Clerk. *There is no material for this agenda item*

3. **PRIEST DRIVE ROUNDABOUT UPDATE:** Mayor and Council will receive an update from Town staff regarding the Priest Drive / Grove Parkway roadway roundabout project located in Tempe, adjacent to the Town of Guadalupe. The project is scheduled to begin on February 1, 2021. Council may provide direction to the Town Manager / Clerk.

4. **SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT:** Mayor and Council will consider and may take action to approve the conveyance of a power distribution easement to Salt River Project Agricultural Improvement and Power District (SRP) for the transmission and distribution of electricity, communication signals, and data, located at Calle Guadalupe and Calle Azteca. This conveyance is required as part of the Guadalupe Road powerline undergrounding project. Council may provide direction to the Town Manager / Clerk.

5. **AGREEMENT AMENDMENT NO. 1 – MYTEK SOLUTIONS:** Council will consider and may take action to approve an Agreement Amendment No. 1 to contract C2020-49 with MYTEK Network Solutions for support and maintenance of the Town's information technology infrastructure. The term of this amendment is from January, 2021 through June 30, 2024 at an amount not to exceed \$64,569 for the first year, with an increase of five percent (5%) annually for the remainder of the agreement. The first year of this amendment contract is funded through the COVID-19 Relief Funds of \$2 million received from the Pascua Yaqui Tribe, as approved by Town Council at their August 13, 2020 meeting. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



January 22, 2021

To: The Honorable Mayor and Town Council
From: Jeff Kulaga, Town Manager / Clerk
RE: January 28, 2021, Town Council Regular Meeting Information Report

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

Agenda Items:

- D1. JANUARY 6, 2021, SPECIAL COUNCIL MEETING MINUTES. (PAGES 4-5)**
D2. JANUARY 14, 2021, REGULAR COUNCIL MEETING MINUTES. (PAGES 6-10)

G1. COVID-19 UPDATE (PAGES 11-12): Staff will provide an update of current Town of Guadalupe COVID-19 conditions, as provided by Maricopa County Health Services, presented via a PowerPoint presentation at the meeting. Included is an expenditures summary of the \$2 million CARES Act funds from the Pascua Yaqui Tribe to assist the Town in providing needed COVID-19 programs, services, and supplies to Town residents.

G2. TOWN INDEPENDENCE DAY EVENT (NO MATERIAL): The Town Manager/Clerk recommends cancelling the 2021 Town Independence Day event, which would be scheduled for Saturday, July 3, 2021, due to current COVID-19 health conditions. To secure a fireworks producers, a contract is typically completed by February 1. The approximate cost of a fireworks display similar to 2019 is estimated at \$6,000. This requires a 50% non-refundable deposit with the producer. Because of the continued uncertainty of COVID-19 conditions, it is recommended that the event be cancelled so that the Town does not risk losing the deposit funds.

G3. PRIEST DRIVE ROUNDABOUT PROJECT (PAGES 13 - 15): The City of Tempe will be reconstructing the Priest Drive and Grove Parkway intersection into a roundabout. Construction of this \$1,275,000 project is expected to begin on February 1, 2021 and be completed by July 31, 2021. The attached plans illustrate the right of way needs, traffic and pedestrian signage and striping, and landscaping. This project is entirely the responsibility of the City of Tempe, however it will impact Guadalupe traffic. This item is for informational purposes.

G4. SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT (PAGES 16 - 24): Staff is recommending that Council approve the conveyance of a power distribution easement to the Salt River Project Agricultural Improvement and Power District (SRP) for the transmission and distribution of electricity, communication signals, and data, located at Calle Guadalupe and Calle Azteca. This is the first step in the project to underground power lines along Guadalupe Road generally from Avenida del Yaqui to Calle Sahuaro. The estimated cost of this undergrounding project is \$250,000 with approximately \$225,000 funded through Salt River Project aesthetic funds and \$25,000 from the Town's General Fund Capital Outlay fund. Construction of the undergrounding project is expected to begin in April 2021.

G5. AGREEMENT AMENDMENT NO. 1 – MYTEK SOLUTIONS (PAGES 25-40): Council initially approved an agreement with MYTEK at the December 10, 2021, Regular Council Meeting for monthly support of the Town's information technology infrastructure, with a contract term ending June 30, 2024. Amendment No. 1 includes the following terms: the monthly recurring cost for the first year will be \$5,380.75, not to exceed \$64,569 (previously \$62,640) for the first year, with an increase of five percent (5%) annually for the remainder of the agreement. However, the initial refresh costs decreased from an expected \$50,125 to \$40,500. The nearly \$10,000 in initial cost savings will be applied to the \$1,929 increased annual support and maintenance costs as part of this recommended amendment. This upgrade to Town information technology infrastructure and service will increase data storage, fortify system security, provide efficient remote access, and improve infrastructure capability to hold virtual public meetings and public hearings. The initial equipment refresh costs of this contract is funded through the COVID-19 Relief Funds of \$2 million received from the Pascua Yaqui Tribe, as approved by Town Council at their August 13, 2020 meeting.



Minutes Town Council Special Meeting January 6, 2021

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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Minutes of the Guadalupe Town Council Special Meeting held on Wednesday, January 6, 2021, 2:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. CALL TO ORDER

Mayor Molin called the meeting to order at 2:04 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina. Participating via teleconference: Vice Mayor Ricardo Vital (*arrived at 2:26 p.m.*), Councilmember Mary Bravo, Councilmember Gloria Cota, Councilmember Anita Cota Soto, and Councilmember Joe Sánchez (*arrived at 2:09 p.m.*)

Councilmember Absent: and Councilmember Elvira Osuna

Staff Present: Jeff Kulaga – Town Manager / Clerk and and Kay Savard, Deputy Town Clerk.
Participating via teleconference: David Ledyard – Town Attorney

C. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. EXECUTIVE SESSION

Motion by Councilmember Soto to convene into Executive Session; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.

Councilmembers voted to go into an executive session, closed to the public, as allowed by ARS 38-431.03 (A) (2) (3) (4) (6) and (7) concerning the use, rental, and possible disposition of certain real estate owned or controlled by the Town of Guadalupe and any confidential records related thereto; and, legal advice concerning a recreational marijuana model ordinance. The topics under consideration include:

- a. Old Town Hall property, 9050 South Avenida del Yaqui , Guadalupe, Arizona
- b. Guadalupe Mercado property, 9241 South Avenida del Yaqui, Guadalupe, Arizona
- c. Town Rights-of-Way, Calle Maravilla from Calle Cerritos to Calle Magdalena
- d. Town-owned property, 5933 East Calle Milagros
- e. Tempe Inn at the Mall property, 5300 South Priest
- f. Recreational Marijuana Model Ordinance
- g. Mercado Tenant Lease: Guadalupe Boxing Gym
- h. Residential street parking enforcement / regulations
- i. 5445 East Calle San Angelo Proposed Building Expansion



D. ADJOURNMENT

Motion by Councilmember Soto to adjourn the Special Council Meeting; second by Councilmember Bravo. Motion passed unanimously on a voice vote 4-0.

The meeting was adjourned at 2:06 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Sota
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the January 6, 2021, Town of Guadalupe, Town Council Special Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

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Minutes Town Council Regular Meeting January 14, 2021

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, January 14, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. Councilmember Soto called the meeting to order at 6:05 p.m.

B. ROLL CALL

Councilmembers Present: The following councilmembers participated via video conference: Councilmember Mary Bravo, Councilmember Gloria Cota (*arrived at 6:34 p.m.*), Councilmember Elvira Osuna, Councilmember Joe Sánchez and Councilmember Anita Cota Soto

Councilmembers Absent: Mayor Valerie Molina and Vice Mayor Ricardo Vital

Staff Present: Jeff Kulaga – Town Manager / Clerk and Jennifer Drury – Assistant to the Town Manager; and, David Ledyard – Town Attorney via video conference.

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Bravo provided the invocation. Councilmember Soto then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

1. Approval of the October 22, 2020, Town Council Special Meeting Minutes.
2. Approval of the December 10, 2020, Town Council Regular Meeting Minutes.

Motion by Councilmember Bravo to approve agenda items D1 and D2; second by Councilmember Osuna. Motion passed unanimously on a voice vote 4-0.

1. Approved the October 22, 2020, Town Council Special Meeting Minutes.
2. Approved the December 10, 2020, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: No one spoke.

F. MAYOR and COUNCIL PRESENTATIONS: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. COVID-19 TOWN SERVICES

Jeff Kulaga, Town Manager / Clerk provided an update regarding current steps taken to safe guard public health and safety in response to the Coronavirus and its impact to Town services.

Mr. Kulaga stated that Salt River Project is providing assistance for customers that are having financial challenges in paying their electricity bills. On January 9, 2021, approximately 250 people were tested for COVID-19, which was hosted by the Pascua Yaqui Tribe. On Saturday, February 13, 2021, the Pascua Yaqui Tribe is offering free flu shots and COVID-19 testing. The goal is to provide these services on a monthly basis. The Town's Promotora's continue to reach out to community members by providing food boxes, hygiene supplies, PPE's, baby supplies, and educational materials to enable community members to quarantine. The Promotora's are both in quarantine at this time.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
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Anita Cota Soto
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There has been a 725% increase in need when comparing December 2019 to December 2020 for residential food boxes that are distributed by the Community Action Program (CAP). Over \$300,000 has been provided to community members that are in need of rental or utility assistance since July, 2020.

Mr. Kulaga reviewed the COVID-19 positive case rates and trends in Guadalupe compared to Maricopa County. Building improvements are underway for the CAP storage and office spaces to maximize efficiencies. The reception area of Town Hall is also under renovation to increase safety in light of COVID-19. Electrical equipment is being installed in Town Hall to support upgraded information technology systems and to improve remote access and virtual services. The Senior Center has been repainted and the chairs will be replaced.

Last July, the goal was to reopen Town Hall on January 1, 2021. Due to the continued COVID-19 conditions, Town Hall will remain open on a limited basis, Tuesday, 9:00 AM – noon and Wednesday, 2:00 PM – 5:00 PM; and, by appointment. Town Hall bathrooms in the reception area will be remodeled. Masks are required of Town Hall staff. Staff is recommending revisiting Town Hall hours of operation at the July 22, 2021, Regular Council Meeting; that Town Hall facilities continue to remain open on a limited basis and by appointment; and, that event and party permits continue to not be issued until further notice.

CAP food distribution services have been temporarily been relocated to the Mercado. CAP staff continues to provide rental and utility assistance to residents. The Senior Center staff is continuing to provide meals to the elderly. Many of the Fire Department calls for service are COVID-19 related. Fire Chief, Wayne Clements, is participating in regional vaccine distribution efforts. The Maricopa County Sheriff's Offices continues to provide police support to the Town. Public Works staff and Town administration are practicing social distancing. The Town cemetery is open daily. The Library is closed, however, staff is providing curbside pickup for residents. The Headstart Program and the Department of Economic Security office will remain closed until further notice.

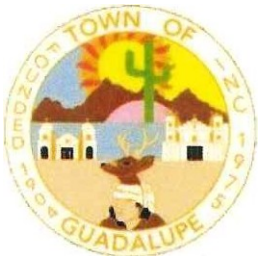
Staff is also recommending that the Dia de Guadalupe event be cancelled. Staff will be seeking Council direction at an upcoming Council meeting on whether or not to host an Independence Day celebration. The remainder of 2021 events will be considered by Council at the July 22, Council meeting.

In a recent Governor's executive order, the Governor's office is allowing local municipalities to create an event safety plan. This would require the event organizer to commit to following COVID-19 safety protocols; and, commit to being responsible for the enforcement of such during the event. In addition, the responsible jurisdiction would also be responsible for providing enforcement, submit a copy of the event safety plan to the Governor's office, and post the safety plan on the Town's website. At this time, the Town does not have the resources to administer this process and provide enforcement at events.

Mr. Kulaga outlined the COVID-19 vaccination phases and categories of individuals that fall within each phase of vaccine distribution. Mr. Kulaga then explained the process of scheduling appointments to set up vaccinations. This information will be provided on the Town's website. Staff is working on setting up vaccinations at a Tempe location for Town seniors.

In response to a question regarding the parapets on the Senior Center, Mr. Kulaga noted that the parapets serve as a screening device for air conditioning units.

Councilmembers commended the Promotoras on their professionalism and assistance that they provided to their respective families during their experience with COVID-19; and, requested that the phone number for the Promotora's be updated while the Promotora's are recovering from the virus.



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In response to a question regarding an elderly community member that is challenged with scheduling a vaccination, Mr. Kulaga requested that Council provide contact information to staff for follow up. Staff will also follow up and provide Council with the occupancy of the Mercado patio to see if it would qualify for a gathering or event in accordance with the Governor's executive order.

Councilmember Cota joined the meeting at 6:34 p.m.

2. DIA DE GUADALUPE SPECIAL EVENT CANCELLATION

Jeff Kulaga, Town Manager / Clerk stated that he is recommending that the annual Dia de Guadalupe event, which would be scheduled for Saturday, February 6, 2021, be cancelled due to current COVID-19 health conditions. The 2021 event marks the 46th anniversary of the Town of Guadalupe's 1975 incorporation.

Motion by Councilmember Bravo to cancel the Dia de Guadalupe celebration; second by Councilmember Cota. Motion passed unanimously on a voice vote 5-0.

Councilmembers cancelled the Dia de Guadalupe celebration scheduled for February 6, 2021.

There is no material for this agenda item.

3. AWARD OF CONTRACT – CIVICPLUS

Jeff Kulaga, Town Manager / Clerk stated that the Town's website was refreshed three years ago. The current website provider's contract expired last month. Staff solicited bids for a new provider for website services and received three bids. Based on the bid evaluations, staff is recommending that the contract be awarded to CivicPlus. Terms are as follows: \$9,500 for year one, followed by recurring annual services including, but not limited to, hosting and support and maintenance services in the sum of \$2,000 annually and shall be subject to a 5% annual increase beginning in the third year of service. If approved, staff will begin working with CivicPlus on February 1. Staff will continue to work with GovOffice, the current website provider during this transition process. Staff is recommending approval of the CivicPlus contract for a total of \$13,600.

Motion by Councilmember Sánchez to award a three-year contract to CivicPlus; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Council awarded a three-year contract for Town website redesign and website development and maintenance to CivicPlus for the sum of \$13,600.

4. AMENDMENT NO. 6 TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND TOWN OF GUADALUPE FOR COMMUNITY ACTION PROGRAM SERVICES

Jeff Kulaga, Town Manager / Clerk, stated that staff recommends approval of the intergovernmental agreement amendment with Maricopa County to provide funding for the operations of the Community Action Program (CAP) office. Approval of this agenda item would authorize the Town to accept \$25,000 in funding from Maricopa County to support CAP related services.

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

Councilmembers authorized the Mayor, or designee, to sign Amendment No. 6 to an Intergovernmental Agreement (C2018-17D) with Maricopa County (County) by and through its Human Services Department and the Town of Guadalupe. The initial contract term began on July 1, 2016, for the provision of crisis case management and financial assistance services through the Town of Guadalupe Community Action Program. The contract term for Amendment No. 6 is from January 1, 2021 through



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June 30, 2021 with the County providing \$25,000 to the Town. Approval of Amendment No. 6 authorizes the Mayor, or designee, to sign all necessary documents in furtherance of Amendment No. 6.

5. CLAIMS

Approval of the check register for November 2020, totaling \$460,417.83.

Motion by Councilmember Bravo to approve agenda item G5; second by Councilmember Cota. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved the check register for November 2020, totaling \$460,417.83.

6. CLAIMS

Approval of the check register for December 2020, totaling \$981,776.29.

Jeff Kulaga, Town Manager / Clerk, stated that the reason the check register from November to December is nearly double, is primarily due to the CARES Act expenditures for projects and supplies.

Motion by Councilmember Sánchez to approve agenda item G6; second by Councilmember Cota. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved the check register for December 2020, totaling \$981,776.29.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- o Saturday, February 13, 2021 – COVID-19 testing event.
- o The Community Action Program staff recently received \$331 in donated funds.

I. COUNCILMEMBERS' COMMENTS

Councilmember Sánchez

- o He has received calls from residents that are concerned about the Maricopa County Sheriff's Office response to drug problems on Mexico Street.
- o Urged everyone to stay safe.

Councilmember Bravo

- o A resident expressed appreciation for the alley clean up behind her home.
- o Urged residents to not dump trash in alleys.
- o Commended Town staff on their work.
- o Urged everyone to stay safe.

Councilmember Osuna

- o Commended Town staff on their work.
- o Welcomed back Councilmembers Soto and Bravo.
- o Thanked her colleagues for their work.

Councilmember Soto

- o Commended Town staff on their work.
- o Discussed the types of food items that are included in the food boxes.
- o Prayers are with Promotoras, first responders, and with those suffering from the virus.
- o Tribal members can contact the Tribal nurses office to inquire about vaccinations.
- o Bulk trash drop off is available at the Town yard on Saturday mornings.
- o Trash pickup is scheduled for Tuesday and Friday, town wide.



J. ADJOURNMENT

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

The meeting was adjourned at 6:52 p.m.

Valerie Molina, Mayor

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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 January 14, 2021, 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

1/28/2021 Regular Council Meeting

The CARES Act funds provided by the Pascua Yaqui Tribe have allowed us to provide personal protective equipment (PPE), cleaning supplies and food boxes to Town families impacted by COVID-19. These funds supported the successful Thankful Saturday event where cleaning supply bags and food cards were distributed to more than 500 Town families and more than 275 COVID-19 tests and 90 flu shots were administered.

These efforts, along with others, have helped the Town of Guadalupe reduce its COVID-19 case rate per 100,000 people. Two weeks into 2021, the Town of Guadalupe remains vigorously engaged in its fight against the pandemic. The case rate, as tracked by Maricopa County Health Department was 5.6 in May and now is just 1.28. This case rate reduction indicates our efforts are making a difference.

The table below lists the 20 projects approved by the Town Council, with an additional item added later, and the funds expended on each. Additional information follows on each of the projects.

	Project	Expended
1	Full time CAP staff to serve increased needs of residents	\$17,723
2	Part-time driver to deliver food to seniors and COVID19-positive residents	\$5,835
3	Contracted part-time workers to assist with food assistance	\$3,402
4	COVID19 PPE supplies	\$64,183
5	Additional food boxes for COVID19-positice clients	\$18,113
6	CAP vehicles for food box deliveries	\$29,510
7	COVID19 educational materials, signage	\$3,503
8	technology upgrade to allow live-stream council meetings and work from home	\$63,971
9	cleaning stations and touchless fixtures in city-owned buildings	\$299
10	water to be disbursed to homeless and homebound	\$454
11	Project Manager to assist with COVID19 coordination	\$56,346
12	air purifiers/ionizers for town buildings	\$6,285
13	CAP building expansion for increased food and rental/utility assistance	\$376,604
14	industrial freezer for CAP food storage	\$0
15a	public safety contractual expenses: MCSO staffing July-Dec 2020	\$501,609
15b	public safety contractual expenses: Fire	\$370,894
15c	contractual expenses: PIO, legal fees	\$24,618
15d	Cover partial payroll expenses for essential workers	\$115,911
16	washer and dryer for fire department to sanitize uniforms	\$1,836
17	heart monitors for fire department	\$100,844
18	Two Promotoras to serve families impacted by COVID19	\$37,925
19	Town Hall Front Service Desk	\$80,790
20	Promotora vehicle for home visits and delivery of food & PPE	\$19,744
21	Hazard Pay for Fire Dept. and other employees working directly with residents	\$148,089
	GRAND TOTAL	\$2,048,489

Public Safety/First Responders (#15a, 15b, #21):

The Town of Guadalupe Fire Department and the Maricopa County Sheriff's Office have been at the forefront of the COVID19 response for the Town. Answering residents' call for emergency medical aid has been a majority of their responses since the national health emergency began in March 2020. Staffing expenses for Fire Department employees and contracted fire fighters has been covered by the Tribe's CARES Act funds since July and Sheriff's Office contracted deputies since mid-August. In addition, a tiered schedule for hazard pay was established for Fire Department first responders and other employees with direct contact with residents.

Staffing (#1, 2, 3, 11, 15c, 15d, 18):

Increased demand for services from the Community Action Program (CAP) has required increased staffing including a part-time drive to deliver food boxes and staff to service residents during food distribution hours. A public information officer and project manager were hired on a temporary basis to assist Town management with these projects. Partial salaries for the Town Manager and other staff dealing with the COVID19 response have been covered by the funds, as well as two Promotoras who provide education, supplies and support directly to residents and their families who are COVID19 positive.

Equipment and Supplies (#4, 5, 7, 12, 16, 17):

The Town staff has been aggressive in their efforts to help Town residents understand the need to follow established guidelines for safety and to support those guidelines with Personal Protective Equipment (PPE) and educational information. A November event at Town Hall distributed much-needed PPE to more than 600 households. PPE continues to be distributed throughout the community and to families dealing with COVID-19 positive members. The Fire Department has purchased heart monitoring equipment for emergency medical calls and a heavy-duty washer and dryer to allow for the cleaning of uniforms after treating possible COVID19-positive patients. Air purifiers have been purchased for the public meeting rooms and offices in currently occupied Town buildings.

Additional Food and Water (#5, 10):

Funds have been made available to CAP for additional food to supplement food boxes for residents impacted by illness and unemployment. Water has been purchased and continues to be made available to homeless and homebound residents.

Technology and Vehicles (#6, 8, 20):

The increased volume of the CAP food distribution required the need for an additional vehicle which was purchased and has made their operations more efficient. The Promotoras are also making food and supply deliveries and home visits and needed a reliable vehicle. Technology improvements are underway which will increase data storage, fortify system security, provide efficient remote access and improve infrastructure capability to hold virtual public meetings and public hearings. The upgrades include moving data storage to the cloud, upgrading the internet capacity in Town Hall and upgrading security software.

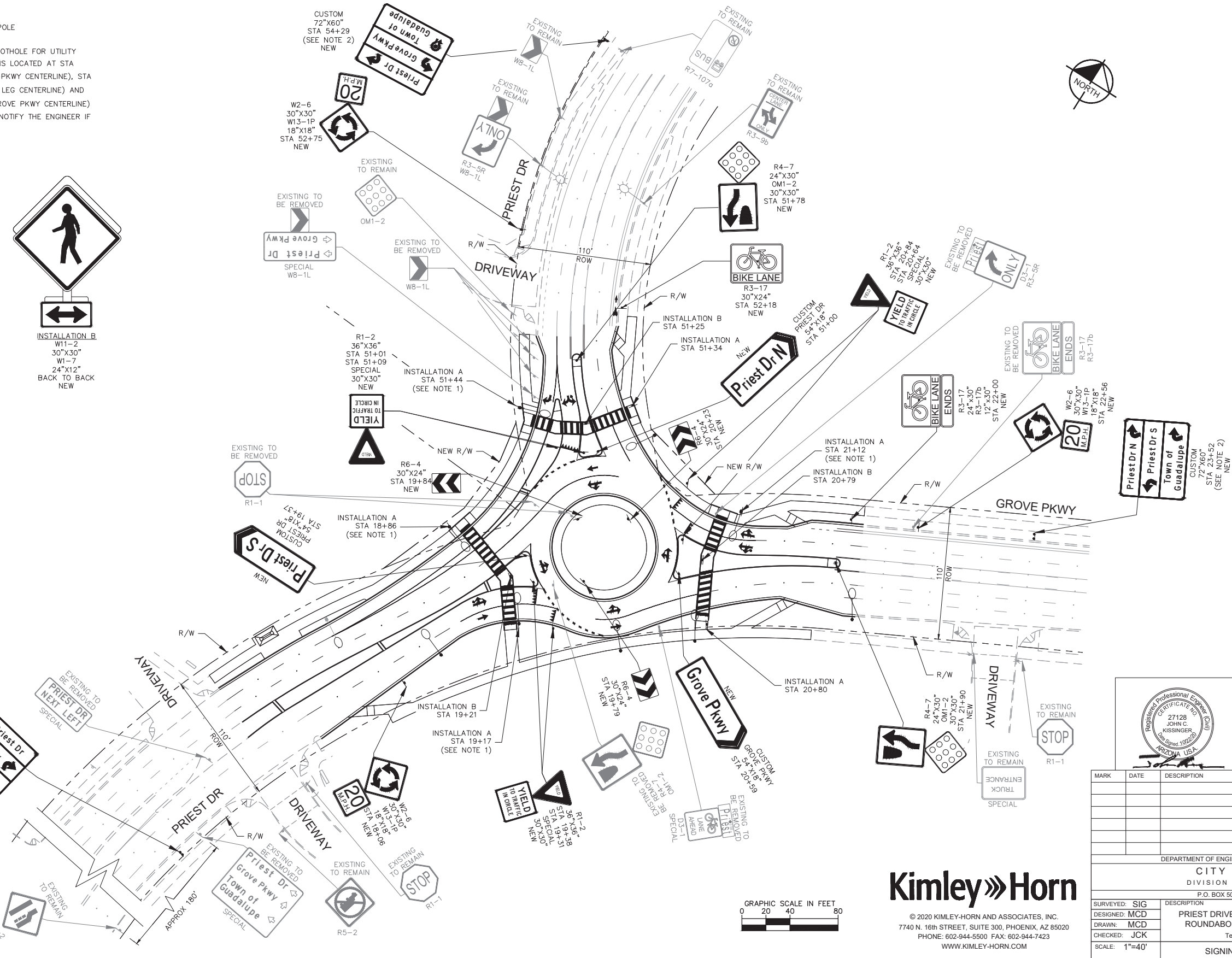
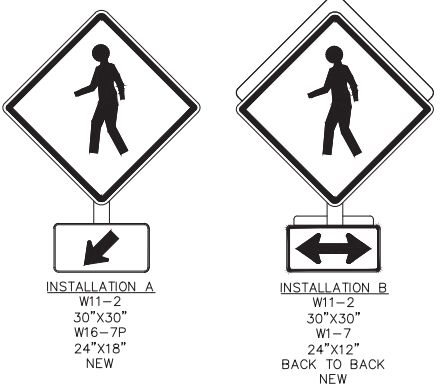
Building Improvements (#9, 13, 14, 19):

Several projects are underway to improve the health, safety and efficiency of Town Hall. Touchless fixtures are being installed in the restrooms of currently occupied public buildings. The reception area of Town Hall will be fortified with glass windows to prevent the spread of airborne disease. The CAP office food distribution area will be expanded and the food storage, including an additional freezer, will be improved for efficiency.

Town staff has been working to implement projects that improve the lives of residents of the Town, whether directly or indirectly impacted by the COVID 19 pandemic. We are confident that the appropriated funds will be expended as required by the end of the CARES Act term on December 30, 2020. Please let us know if you have any questions about the projects we have undertaken. We thank you again for your continued support for the Town of Guadalupe.

NOTES

- 1. MOUNT ON STREET LIGHT POLE
- 2. THE CONTRACTOR SHALL POTHOLE FOR UTILITY CONFLICTS FOR GUIDE SIGNS LOCATED AT STA 15+55 (PRIEST DR/GROVE PKWY CENTERLINE), STA 54+29 (PRIEST DR NORTH LEG CENTERLINE) AND STA 23+52 (PRIEST DR/GROVE PKWY CENTERLINE) PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF CONFLICTS EXIST.



K:\PHX_Roadway\09120019-Priest and Grove Roundabout\Coord\12-Sheets\Traffic\09120019_SMO4.dwg PLOTTED BY: SOTO, BRENDA PLOTTED ON: 10/22/2020 11:26 AM

PROJECT # 5408831 TITLE: PRIEST DRIVE AND GROVE PARKWAY - ROUNDABOUT IMPROVEMENTS

Professional Engineer (C.O.P.)
27128
JOHN C. KISSINGER
Exp. 08/01/2020
ARIZONA USA

Contact Arizona 811 at least two full working days before you begin excavation.
ARIZONA 811
Call 811 or click Arizona811.com

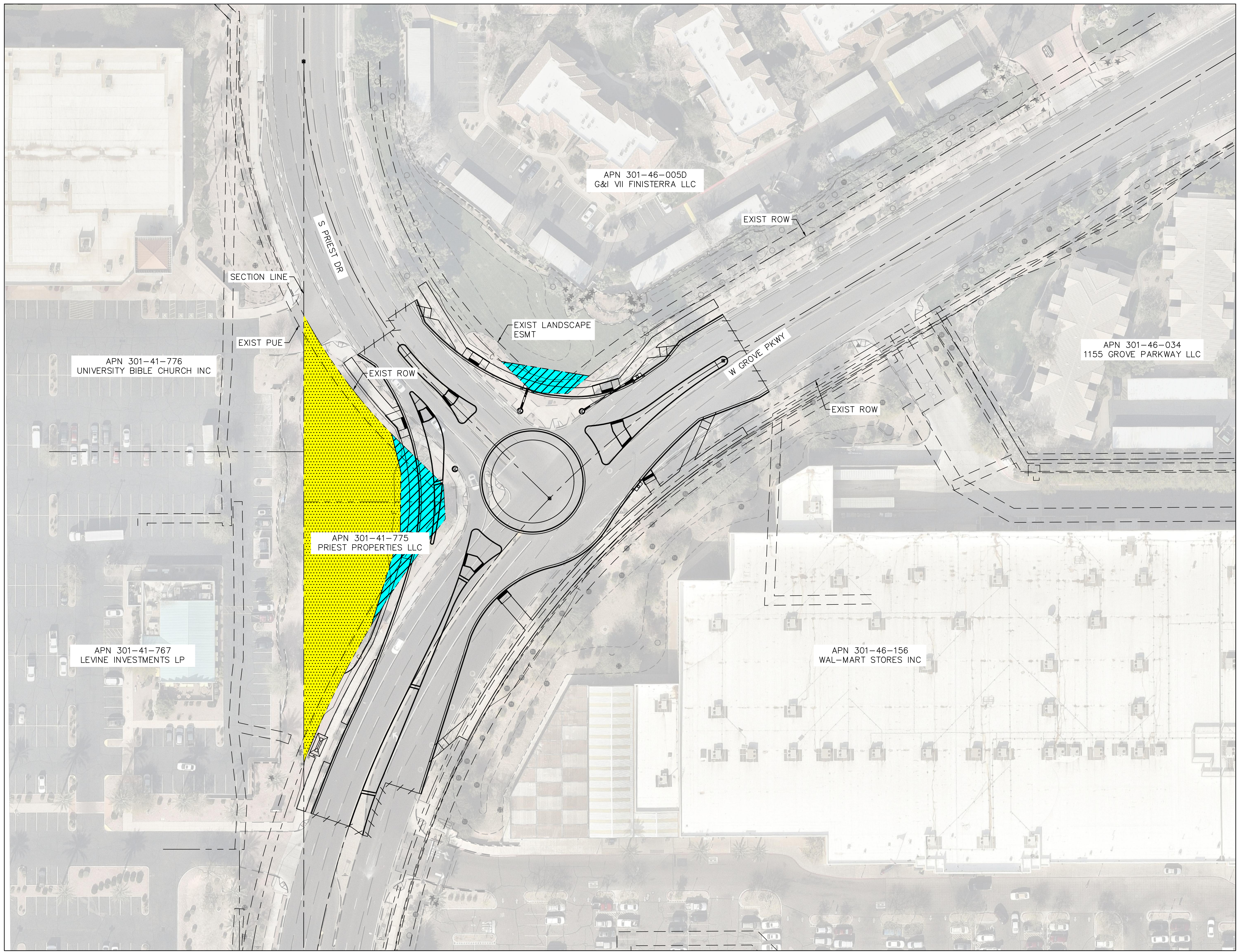
MARK	DATE	DESCRIPTION	BY

DEPARTMENT OF ENGINEERING AND TRANSPORTATION
CITY OF TEMPE
DIVISION OF ENGINEERING
P.O. BOX 5002, TEMPE, AZ 85280

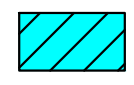

SURVEYED: SIG	DESCRIPTION: PRIEST DRIVE & GROVE PARKWAY ROUNDABOUT IMPROVEMENTS	DATE: 10/22/2020
DRAWN: MCD	Tempe, Arizona	PROJECT NO. 5408831
CHECKED: JCK		SHT 17 OF 32
SCALE: 1"=40'	SIGNING & MARKING	

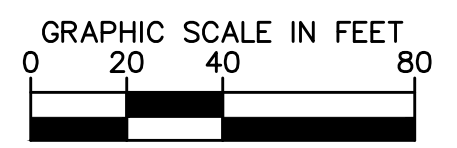
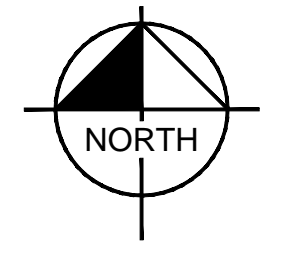
Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16th STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-6500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM



LEGEND

-  NEW RIGHT-OF-WAY
-  NEW TCE



CITY OF TEMPE
 PROJECT NO. 5408831
 PRIEST DR & GROVE PKWY
 ROW EXHIBIT 7/8/2019





TEMPE ROUNDABOUT

PRIEST AND GROVE, AZ

RENDERED CONCEPT DESIGN

08/17/2018 • CONTACT: ANNE DEBOARD, PLA (602) 906-1106 • \\kimley-horn.com\mt_phx\PHX_Roadway\091290019-Priest and Grove Roundabout\Graphics\Boards

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
 Land Department/PAB10W
 P. O. Box 52025
 Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
 A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
 ROW Conversion: Calle Guadalupe & Calle Azteca
 SE ¼, SEC. 05, T01S, R04E
 NE ¼ SEC 08, T01S, R04E

Agt. KB
 Job # LJ70499 / T3031402
 W: KB _____ C: JEP _____
 R/W # _____

**TOWN OF GUADALUPE,
 an Arizona Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the roadway dedicated in the SE quarter of Section 05 and a portion of the NE quarter of Section 08, Township 01 South, Range 04 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

Said easement being described as “LIMITS OF SRP EASEMENT” delineated on Exhibit “A” (CUS UC CONV CALLE GUADALUPE & CALLE AZTECA, SRP Job No. T3031402), prepared by Salt River Project A.I. & Power District, dated 5-19-2020, said Exhibit “A” attached hereto and made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor’s Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor’s agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the “Amendment”). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee’s prior written approval to grade or install improvements (“Work”) within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee’s sole discretion, provided that Grantee’s review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings (“Clear Areas”). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Parcel.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

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EXHIBIT "A"

SRP JOB NUMBER: T3031402

DATE: 05-19-2020

SRP JOB NAME: CUS UC CONV CALLE – GUADALUPE & CALLE AZTECA AESTHETICS

PAGE: 1 OF 5

TTRRSS: 01S04E05 & 08

AN EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, BEING A BRASS CAP FLUSH, FROM WHICH THE SOUTHEAST QUARTER CORNER OF SAID SECTION 5, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 89 DEGREES 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 2654.66 FEET (**BASIS OF BEARING**);

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, NORTH 89 DEGREES 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 2031.73 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 46 SECONDS WEST, A DISTANCE OF 28.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00 DEGREES 28 MINUTES 46 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 117.36 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 46 SECONDS WEST, A DISTANCE OF 27.03 FEET;

THENCE NORTH 46 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 2.80 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 46 SECONDS WEST, A DISTANCE OF 11.18 FEET;

THENCE SOUTH 46 DEGREES 08 MINUTES 49 SECONDS EAST, A DISTANCE OF 13.98 FEET;

THENCE SOUTH 00 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 30.40 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 274.85 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.64 FEET;

THENCE NORTH 43 DEGREES 59 MINUTES 55 SECONDS WEST, A DISTANCE OF 2.89 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 56 SECONDS WEST, A DISTANCE OF 11.52 FEET;

THENCE SOUTH 43 DEGREES 59 MINUTES 55 SECONDS EAST, A DISTANCE OF 14.41 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 52 SECONDS EAST, A DISTANCE OF 53.81 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 21.47 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3031402

DATE: 05-19-2020

SRP JOB NAME: CUS UC CONV CALLE – GUADALUPE & CALLE AZTECA AESTHETICS

PAGE: 2 OF 5

TTRRSS: 01S04E05 & 08

THENCE SOUTH 00 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 34.64 FEET;

THENCE SOUTH 02 DEGREES 03 MINUTES 30 SECONDS EAST, A DISTANCE OF 61.02 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 02 DEGREES 03 MINUTES 30 SECONDS WEST, A DISTANCE OF 61.02 FEET;

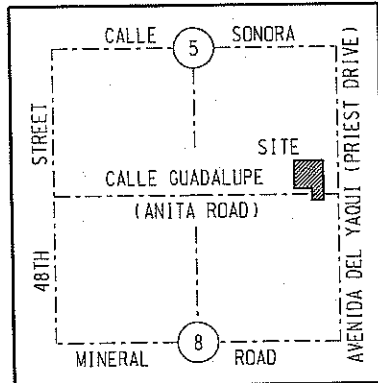
THENCE SOUTH 89 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 387.04 FEET TO SAID POINT OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 4709.39 SQUARE FEET, OR 0.10 ACRE, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (NTS)
T1S, R4E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- ◆ SECTION CORNER AS NOTED



ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT
R/W	RIGHT OF WAY

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT. NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER: 17-1454-NM	SCALE: NTS
I.D. NUMBER: T3031402	SHEET: 3 OF 5
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS
DATE: 5-19-2020	JEP FIELD DATE: 5-12-2020



SURVEY DIVISION
LAND DEPARTMENT

CUS UC CONV CALLE GUADALUPE
& CALLE AZTECA AESTHETICS
SE1/4 SEC 5 & NE1/4 SEC 8
T1S-R4E, 1.0S-19.7E

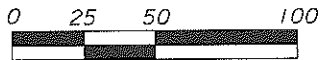
EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°28'46"W	28.00' (TIE)
L2	N00°28'46"W	27.03'
L3	N46°08'49"W	2.80'
L4	N00°28'46"W	11.18'
L5	S46°08'49"E	13.98'
L6	S00°28'46"E	30.40'

SOUTH QUARTER
CORNER SECTION 5
FOUND BRASS CAP FLUSH
LVI: 8/09/2019
POINT OF COMMENCEMENT



NORTH



30' R/W BOOK 62,
PAGE 42, MCR

CALLE SAHUARO

20' ALLEY
BOOK 62, PAGE 42, MCR

APN: 301-12-049A
1998-1191483, MCR

LOT 50 & 49
BOOK 62, PAGE 42, MCR

40' R/W BOOK 62,
PAGE 42, MCR

N00°28'46"W
8.00'
POINT OF BEGINNING

N89°31'14"E
274.85'

N89°31'14"E - 117.36'

2031.73'
1991.28'
N89°31'14"E
(BASIS OF BEARING)

40.45' L1 291.17' 2654.66' (M)

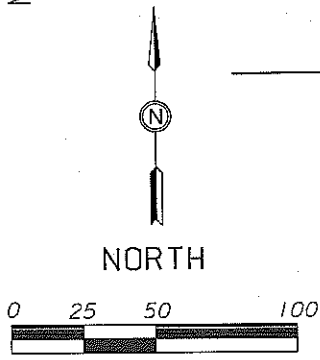
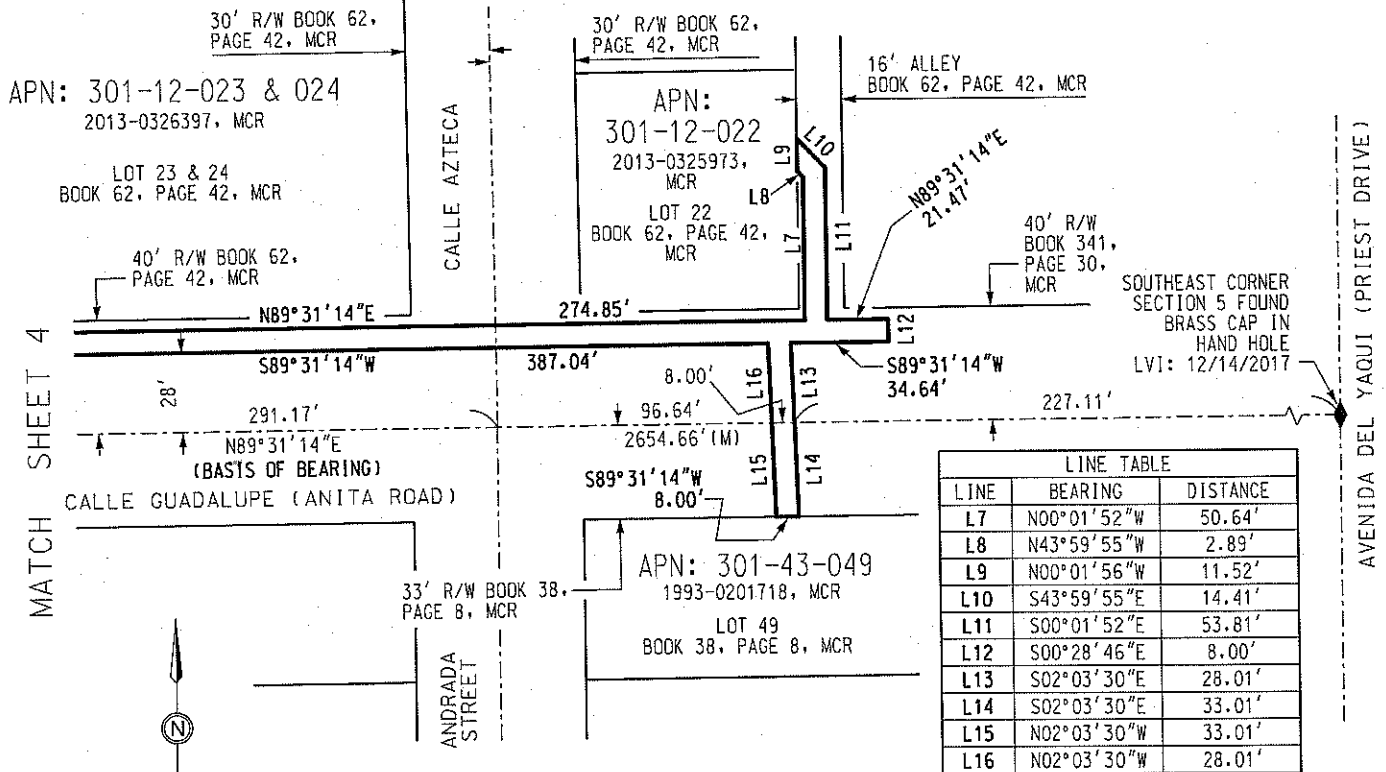
CALLE GUADALUPE (ANITA ROAD)

BLANCA STREET

SHEET 5
MATCH

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 17-1454-NM	SCALE: 1" = 50'	
I.D. NUMBER: T3031402	SHEET: 4 OF 5	CUS UC CONV CALLE GUADALUPE & CALLE AZTECA AESTHETICS SE1/4 SEC 5 & NE1/4 SEC 8 T1S-R4E, 1.OS-19.7E
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"	
DRAWN: HICK	REVISION: 0	
CHECKED BY: GOREHAM	CREW CHIEF: THOMAS	
DATE: 5-19-2020	JEP FIELD DATE: 5-12-2020	

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: 17-1454-NM	SCALE: 1" = 50'
I.D. NUMBER: T3031402	SHEET: 5 OF 5
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 0
CHECKED BY: COREHAM	CREW CHIEF: THOMAS
DATE: 5-19-2020	JEP FIELD DATE: 5-12-2020

SLRP SURVEY DIVISION
LAND DEPARTMENT

CUS UC CONV CALLE GUADALUPE
& CALLE AZTECA AESTHETICS
SE1/4 SEC 5 & NE1/4 SEC 8
T1S-R4E, 1.OS-19.7E

**TOWN OF GUADALUPE
AMENDMENT No. 1 to
AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES**

C2020-49A

THIS AMENDMENT No. 1 to AGREEMENT No. C2020-49 is made and entered into, by and between the TOWN OF GUADALUPE ("Town"), an Arizona municipal corporation, and MYTEK TECHNOLOGY SOLUTIONS ("Contractor"), an Arizona corporation, who shall be collectively referenced to as the "Parties", or individually as a "Party" and is made effective January 28, 2021.

RECITALS

- A. The agreement was entered on or about December 10, 2020 to create a solution to refresh its current IT infrastructure and to solve some IT problems. The COVID-19 health emergency has led to increased concern about the data storage, the ability to hold public meetings and hearings that can be held virtually and viewed by the public remotely, and to allow Town employees to work efficiently from home.
- B. The Agreement provided for the contractor to create and implement an IT solution as described and to provide monthly recurring services for one year to support and maintain that IT solution.
- C. The term of the agreement is for one year, January through December 2021.
- D. The monthly support was initially determined to be \$5,220 per month, not to exceed \$62,640 for the months of January through December 2021. As the final solution, was designed the monthly recurring charges for the months of January through December 2021 has increased to \$5,380.75, not to exceed \$64,569 for the first year. The price will increase by five percent (5%) each year on the anniversary of this agreement.
- E. The parties mutually desire to extend the term of the Agreement and to increase in value of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the parties hereby agree to amend the Agreement as follows:

1. **TERM of AGREEMENT:** Paragraph 2, "CONTRACT TERM" is amended to extend the term of the Agreement to June 30, 2024.
2. **PRICE:** Paragraph 3, "PRICE" is amended to define the monthly recurring costs as \$5,380.75 per month for the months of January through December 2021, not to exceed \$64,569 for the year. The monthly recurring cost will increase by five percent (5%) each year on the anniversary of this agreement.
3. **AGREEMENT DOUMENTS:** This Amendment includes the following exhibits incorporated herein by reference:
EXHIBIT "A": MYTEK PROPOSAL FOR RECURRING SERVICES (REVISED December 29, 2020)
4. Except as otherwise amended, all other terms and conditions of the Agreement will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the documents in the following order prevail and control: (a) Amendment No. 1, and (b) the original Agreement

(Signature page follows)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 28th day of January, 2021.

CONTRACTOR:

Tim Tiller, MyTek Technology Solutions
An Arizona corporation

By: Tim Tiller
Title: President & CEO

TOWN:

TOWN OF GUADALUPE
An Arizona municipal corporation

By: Valerie Molina
Title: Mayor

ATTEST:

Jeff Kulaga
Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard
Town Attorney

EXHIBIT "A": MYTEK PROPOSAL FOR RECURRING SERVICES
(REVISED December 29, 2020)



MyTek Butler Managed IT Service

Infrastructure Update
(Recurring Charges)
Quote # 003048
Version 1
December 29, 2020

Prepared for:

Town of Guadalupe
Jeff Kulaga
jkulaga@guadalupez.org

▶ Executive Summary

Proposed Solution

After the Town of Guadalupe upgrades the bandwidth of their internet access at the Town Hall, MyTek will upgrade the Town of Guadalupe infrastructure and migrate all applications and data as indicated below.

Security

Initially MyTek will perform a security analysis, harvesting information from the current Domain Controller (DC), Active Directory (AD), and Group Policies (GPO). This analysis will be used to setup the appropriate controls needed to support, network access, and data security which all other infrastructure and applications will leverage.

Exchange to 365 Migration

MyTek will migrate all user mailboxes currently within the on-premise 2013 Exchange Server, to Microsoft 365 with each user being issued a Microsoft 365 E3 license which will put mail in the cloud and allow download and install of the latest Microsoft Office products to the user's workstation. This will be accomplished in phases as indicated below:

1. **Setup:** Setup 365 mailboxes and migration tool and test
2. **Initial Migration:** Perform the initial email migration. This will be unobtrusive to the end user as the process will copy all email from Exchange mailboxes of each user to the new 365 mailboxes. All old and new mail will remain accessible through Exchange and users will not have access to 365 thereby continuing to use Exchange as they are today. After the initial migration is complete, MyTek will manage any exceptions encountered which may require some end user engagement. Completion of this phase will take approximately one week and result in the bulk of email being copied to the new 365 mailboxes.
3. **Delta 1:** MyTek will initiate a delta copy of emails from Exchange to 365 and manage exception. Completion of this will take a few days and result in all emails sent, received, or otherwise updated since the completion of the initial migration, to be copied to the new 365 mailboxes. Users will continue to manage email through Exchange as they do today and not have access to the 365 mailboxes. MyTek will capture the timing of this phase to estimate the outage time that can be expected during the final cutover.
4. **Delta 2:** MyTek will initiate a second delta copy of emails from Exchange to 365 and manage exception. Completion of this will take a few days and result all emails sent, received, or otherwise updated since the completion of the first delta, to be copied to the new 365 mailboxes. User will continue to manage email through Exchange as they do today and not have access to the 365 mailboxes. MyTek will again capture the timing of this phase to estimate the outage time that can be expected during the final cutover.
5. **Migration Cutover:** Mytek will communicate estimated cutover outage time and coordinate the complete email outage with the Town of Guadalupe. Cutover will include a final copy of emails sent, received, or otherwise updated since the completion of the delta 2 copy from Exchange to O365, updating MX records to redirect users from Exchange to O365. MyTek will migrate all current Securence settings to O365 supporting continued spam filtering. Completion of the cutover will result in the Town of Guadalupe users having all email from Exchange copied to their new 365 mailboxes, accessing it through 365 via Outlook and no longer using the Exchange server. The Exchange server will remain in place and not be shut down for a period of 30-90 days to maintain a fallback source in the event issues are discovered.
6. **Backups:** MyTek will setup the Axcient 365 Backup solution to support related data backups. MyTek will deploy the same backup strategy as is currently deployed within the on-premise Axcient backups with a 3-year backup retention policy.

Workstation Updates

- MyTek will coordinate the rollout/installation of the latest Outlook email client and Microsoft office

▶ Executive Summary

products to all end user workstation after the migration from Exchange to O365.

- MyTek will install the remote monitoring and management software (Continuum), anti-virus/malware software (Webroot), and remote access software (LogMeIn) to each user workstation. At the completion of the workstation updates, all user workstations will have anti-virus/malware protection, remote system monitoring, remote access and the latest version of all Microsoft products included with the E3 license.
- MyTek will coordinate the deployment of the required VPN client needed to support secure access to the File Shares both from the Town Hall (site-to-site) and remote locations (point-to-point).

File Share Migration

MyTek will execute a lift and shift concept that will take the current on-premise virtual server that supports the file shares and copy it to a new hosted virtual server within the MyTek hosting environment. Access to the file shares will be supported through a VPN, securely connecting the end user from their workstation to the virtual server. Once the user connects to the VPN, they will have access, through File Explorer, to all the shared drives they have permission using the Windows File Explorer which is the same as they use today. MyTek will accomplish this in phases as indicated below:

1. **Create and Configure Virtual Servers:** Within the MyTek hosting environment, MyTek will create three new virtual servers
 - a. **Domain Controller** – This virtual server will facilitate user authentication and access control. MyTek will harvest and use the configuration information from the current on-premise Domain Controller to setup a secondary Domain Controller. At cutover, the secondary Domain Controller will be promoted to the Primary thereby taking the place of the current on-premise Domain Controller at the Town Hall. The new Domain Controller will also be configured to sync with Azure AD to serve as an authentication authority for O365 as needed. This virtual server will be running the latest Microsoft operating system, Windows Server 2019.
 - b. **Router** – This virtual server will facilitate access routing to the hosted environment and secure VPN access to the hosted assets from the Town Hall (site-to-site) and remote locations (point-to-point).
 - c. **File Server** – This virtual server will slightly exceed the specs of the virtual file server on the current on-premise host and will host all the various shared drives, folders and files. This virtual server will be running the same operating system as the current on-premise virtual server, Windows 2012 R2 and all shares and permissions that exist today will be present.
2. **Create VPN:** Within the MyTek hosting environment, MyTek will create and configure a Virtual Private network (VPN) that will be used to securely connect as a site-to-site VPN from the Town Hall and a point-to-point VPN from remote locations.
3. **Migrate File Shares:** MyTek will copy all existing files shares and permissions from the current on-premise file server to the new MyTek hosted virtual File Server. This will allow MyTek to capture timing needed to plan the outage needed for the final cutover and resolve any issues. This will be unobtrusive to the users and they will continue to use the current Town Hall-based File Server.
4. **User Testing:** MyTek will coordinate testing where client stakeholders will access the new file shares, using the VPN, from both the Town Hall and a remote location, managing exceptions as needed.
5. **Deploy VPN Client:** MyTek will deploy the required VPN client to all user workstations.
6. **Migrate Files Shares:** During a period of coordinated downtime, MyTek will copy all current Files Shares from the current on-premise File Share server to the new MyTek hosted File Share Server and configure access and re-test. At the completion of this phase, all users will be accessing file shares from the new hosted server and access the Town Hall file server will be shut down

SpringBrook Migration

MyTek will support SpringBrook in the migration from the current on-premise implementation to the SpringBrook cloud. MyTek will work with SpringBrook to make sure that related backups are planned and documented to support 3-year data retention.

▶ Executive Summary

Town Hall Network Upgrade

At the conclusion of all migrations, MyTek will:

1. Decommission the current host server at the Town Hall, archiving the data as agreed with the Town of Guadalupe.
2. Decommission the Axcient appliance.
3. Perform, review, and appropriately manage the network wiring, applying changes as needed to support maintainability, stability, performance and security while also providing an updated infrastructure map and appropriate documentation.

User Experience

The user experience during the process will:

1. **eMail:** The end users will not realize any difference. They currently use Outlook as the email client and will continue to do so, logging into O365 rather than Exchange. They will not realize any difference as email will still be delivered and managed through Outlook the same as they do today.
2. **File Shares:** The end users will access their files and shared files through Windows File Explorer; however they will need to login to the VPN first. Once connected via VPN, Windows File Explorer will function exactly as it does today with the same permissions that they have today.
3. **SpringBrook:** The end users will access SpringBrook and all related functionality by logging into the SpringBrook Cloud. Springbrook will set expectation regarding and changes in user experience and provide training as needed.

Assumptions

- Client understands and should plan to budget for monthly licenses and hosting fees
- Client understands and should plan to budget for annual license renewals where appropriate
- MyTek will have appropriate access credentials to all systems and data
- MyTek will have access to all 3rd party installation software and support as needed
- MyTek and Client will take appropriate COVID-19 precautions
- There will be some downtime and MyTek will work to minimize and coordinate directly with client
- Client will make available appropriate resources to validate data and perform basic system testing
- MyTek not responsible for the application performance within the remote user work environments (homes).
Work from home or otherwise remote workers are expected to have the appropriate amount of available bandwidth to securely connect to the internet to access O365 and SpringBrook.
- MyTek will have access to users to support migration validation
- MyTek will have access to users to support user file and file shares validation
- MyTek will have access to users to support RMM and VPN Client installation
- Required system outage will be coordinated with Town of Guadalupe Primary Point of Contact and kept to a minimum
- Plan has been developed based upon the knowledge we have today. Adjustments may need to be made if client changes scope.
- Plan milestones of "weekend and holiday" has been added to accommodate as needed thereby better reflecting a more accurate total project duration.

Hosting - Monthly Recurring

Item	Description	Recurring	Qty	Ext. Recurring
MHS - Hosted Server	Domain Controller - Hosted Server Domain Controller <ul style="list-style-type: none"> • CPU - 6 • Memory - 8GB • Hard Drive - 160GB • Continuum for Servers 	\$282.00	1	\$282.00
MHS - Hosted Server	RDS Server - Hosted Server RDS Server <ul style="list-style-type: none"> • CPU - 6 • Memory - 16GB • Hard Drive - 320GB • 2.5 TB (Extra Storage Files) • Continuum for Servers 	\$964.00	1	\$964.00
MHS - Hosted Server	Router Server - Hosted Server Router Server <ul style="list-style-type: none"> • CPU - 4 • Memory - 8GB • Hard Drive - 160GB • Continuum for Servers 	\$282.00	1	\$282.00

Monthly Subtotal: \$1,528.00

Monthly Software Recurring

Item	Description	Recurring	Qty	Ext. Recurring
O365 E3 License	O365 E3 License Microsoft O365 E3 License - Fully installed Office on PC/Mac with apps for tablets and phones, includes email and video conferencing, compliance tools, information protection and voicemail integration	\$20.00	25	\$500.00
Sales - Securence	Sales Securence	\$5.00	25	\$125.00
MINS - Axcient Backup Services	Axcient O365 Backup Services	\$2.50	25	\$62.50

Monthly Subtotal: \$687.50

Monthly Butler Ultimate Service Recurring

Item	Description	Recurring	Qty	Ext. Recurring
Mytek Butler	Mytek Butler Services - Ultimate Butler is billed at \$125 per seat. Seats are define by number of computer users. <ul style="list-style-type: none"> • Webroot • Continuum • LogMeIn 	\$125.00	25	\$3,125.00

Monthly Subtotal: \$3,125.00

Infrastructure Update (Recurring Charges)



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Quote Information:
 Quote #: 003048
 Version: 1
 Delivery Date: 12/29/2020
 Expiration Date: 01/28/2021

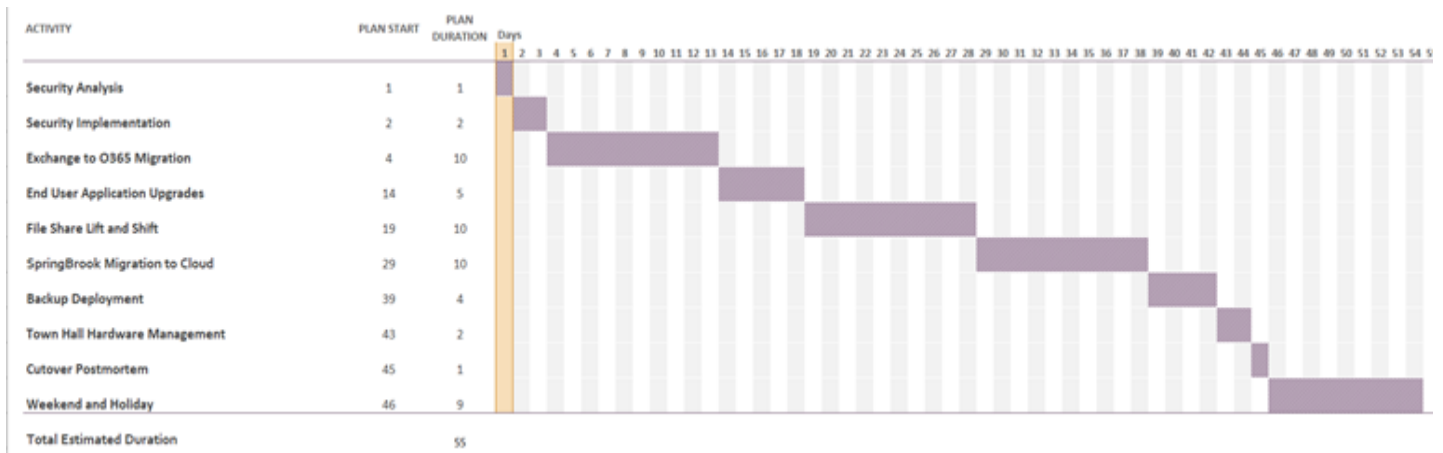
Monthly Expenses Summary

Description	Amount
Hosting - Monthly Recurring	\$1,528.00
Monthly Software Recurring	\$687.50
Monthly Butler Ultimate Service Recurring	\$3,125.00

Monthly Subtotal: \$5,340.50
Tax: \$40.25
Monthly Total: \$5,380.75

▶ Project Plan

Some of the high-level tasks indicated herein may be done in parallel.



MyTek

Town of Guadalupe

Signature: _____
Name: Michael Fameli
Title: Director of Client Experience
Date: 12/29/2020

Signature: _____
Name: Jeff Kulaga
Date: 1/28/2021

Terms and Conditions of Service

1. Applicability: These Terms and Conditions of Service (“Terms and Conditions”) are the terms and conditions under which Mytek shall provide the Information Technology infrastructure support services described in each Schedule of Services (“Schedule”) executed by the parties. The Terms and Conditions and Schedule are collectively referred to as the “Contract Documents.”
2. Term, Termination and Expiration: (a) The term of this Schedule shall commence on the Effective Date through June 30, 2024 and automatically renew twelve (12) months thereafter unless written termination of 30 days’ notice is provided prior. Termination requires that either party provides the other with written notice of termination at least thirty (30) days prior to the desired Termination date
 - (a) Either party may terminate a Schedule within thirty (30) days after written notice. Termination is not an exclusive remedy and the exercise by either party of any remedy under the Contract Documents will be without prejudice to any other legal or equitable remedies the parties may have. Sections 4(b) (Warranty Disclaimer), 5 (Liquidated Damages), 6 (Limitation of Liability), 7 (Confidential and Proprietary Information) and 8-14 (general terms) shall survive any expiration or termination of the Contract Documents.
3. Fees and Payment: (a) Client agrees to pay all fees specified in each Schedule. Mytek may invoice in advance for any recurring services and invoices are payable upon receipt. Client shall be responsible for all applicable taxes arising from the services. Mytek may suspend the services if Client has failed to pay any invoice past thirty (30) days of receipt. Unpaid invoices will be subject to a monthly service charge which is the lesser of ten percent (10%) per month or the highest rate allowed by law.
 - (a) Mytek reserves the right to adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support required by the client changes. Mytek anticipates that its costs for providing services will increase annually. Accordingly, Mytek will increase its fees for MyTek Butler services by 5% on the anniversary date of this agreement. Mytek reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through Mytek at the then current hourly rate for contracted clients.
 - (b) Client is responsible for all manufacturer-required license costs, and that failure to maintain coverage may affect Mytek’s ability to provide support and services.
4. Limited Warranty: (a) Mytek warrants for a period of thirty (30) days following delivery (the “Warranty Period”) that all services shall be performed in a professional manner in accordance with generally applicable industry standards. Mytek’s sole liability (and Client’s exclusive remedy) for any breach of this warranty shall be for Mytek to re-perform any deficient services, or, if Mytek is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. Mytek shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.
 - (a) THIS SECTION 4 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY MYTEK. MYTEK MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR ANY WARRANTIES REGARDING THE

PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY MYTEK. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

5. LIQUIDATED DAMAGES FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of each Schedule and for twelve (12) months thereafter, neither party shall retain the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment). Client and Mytek agree that any breach of the foregoing obligation would result in damage to the other party and that the amount of this damage would be difficult to determine. Accordingly, Client and Mytek agree that for each such employee or ex-employee retained in breach of this Section 5, the party in breach shall pay to the nonbreaching party the sum of Fifty Thousand Dollars (\$50,000) as liquidated damages. Client and Mytek acknowledge and agree that such liquidated damages constitute a reasonable estimate of the damages that would accrue to the non-breaching party and does not constitute a penalty.
6. LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. Mytek SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.
- (B) IN NO EVENT SHALL THE AMOUNT EITHER PARTY MAY RECOVER UNDER THE CONTRACT DOCUMENTS EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO MYTEK IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.
- (C) THE LIMITATIONS SET FORTH IN THIS SECTION 6 SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY.
7. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. It shall be assumed that the identities of any business entities being operated at clients place of business, including the no how, business and technical aspects of said business entities, are known by all parties to be confidential. Except as may be necessary to perform its obligations under the Contract Documents, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or

technical documentation provided by Mytek shall be deemed Confidential Information and proprietary information of Mytek without any marking or further designation. Client may use such information solely for its own internal business purposes. Mytek shall retain all rights to the aforementioned, which shall be returned to Mytek upon termination of the applicable Schedule. (c) Mytek shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

8. Independent Contractor: Mytek and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
9. Assignment: No Schedule may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.
10. Disputes; Governing Law; Arbitration; Attorney's Fees: Arizona law, without regard to its conflict of laws principles, shall govern and enforce the Contract Documents. Venue for any lawsuit between the parties shall take place in the Superior Court of Arizona sitting in Maricopa County, and Client waives any objection to personal jurisdiction of that court or to that venue based on forum non convenes. Except for a claim of payments of amounts due, no legal action, regardless of form, may be brought by either party against the other more than one year after the cause of action has arisen. At the option of either Client or Mytek, any dispute shall be decided by arbitration by the Judicial Arbitration and Mediation Services ("JAMS") in Phoenix, Arizona in accordance with its Expedited Arbitration Procedures. At the request of either party, proceedings may be conducted in secrecy. The prevailing party in any action arising out of the Contract Documents shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled.
11. Complete Understanding; Modification: The Contract Documents, as well as any applicable terms, shall constitute the full and complete understanding and agreement between Client and Mytek and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein, even where such negotiations, discussions or agreements were a material inducement for Client to engage Mytek to provide Information Technology consulting services. Any waiver, modification or amendment of any provision of the Contract Documents shall be effective only if in writing and signed by both Client and Mytek.
12. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in the Contract Documents shall not be deemed a waiver of any further right or obligation hereunder. If any provision of the Contract Documents is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Contract Documents shall continue in full force and effect.
13. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under the Contract Documents (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an

event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

14. Notices: Any notice or communication required or permitted to be given under the Contract Documents shall be in writing and addressed to Mytek, Attn: Counsel, 7500 North Dobson Road, Suite 100, Scottsdale, AZ 85256, and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.