



REVISED

*****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

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

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

**THURSDAY, APRIL 7, 2022
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 Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, April 7, 2022, 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 March 10, 2022, 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:

Día de Niño Proclamation

- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 - 1. **AVENIDA DEL YAQUI STREET IMPROVEMENT PROJECT INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 2:** Council will consider and may take action to approve Amendment No. 2 (C2019-12B) to an intergovernmental agreement 19-0007278-I with the State of Arizona, acting through its Department of Transportation (ADOT) for the purpose approving a refund from ADOT in the amount of \$953,714 due to the Town receiving an additional \$953,714 in federal funding for the Avenida del Yaqui Street Improvement Project; and, authorizes the Mayor to execute all documents in furtherance of this agreement amendment. The revised project costs are as follows:



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

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Estimated total project cost: \$6,617,882; of which Federal Funds total: \$6,235,947 and Town funds; total \$381,935 (5.8%). Council may provide direction to the Town Manager / Clerk.

2. TRIBAL REVENUE SHARING GAMING GRANT SUPPORT LETTER REQUEST: Council will consider and may take action to approve a support letter for inclusion with the Tempe Guadalupe Little League's revenue sharing gaming grant application to the Pascua Yaqui Tribe. The Tempe Guadalupe Little League is requesting \$20,000 for equipment and registration player fees. Council may provide direction to the Town Manager / Clerk.

3. MARICOPA COUNTY SHERIFF'S OFFICE UPDATE: Council will receive a presentation from Maricopa County Sheriff's Office representatives regarding public safety policing activities and statistics in the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk. **(Material added)**

4. APPROVAL OF CONTRACT – COUNCIL CHAMBERS IMPROVEMENT PROJECT: Council will consider and may take action to award the Council Chambers Improvement Project construction contract to TSG Constructors, LLC, (C2022-12) in the amount of \$417,000. The project is designed to improve the Council Chamber acoustics, the air quality, and technology to allow for broadcasting Town Council meetings to the community over the internet and to allow Councilmembers, staff, and the public to attend virtually. The project is anticipated to be completed by August 4, 2022. Funding for this project is available from American Rescue Plan Act (ARP) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) through the Pascua Yaqui Tribe. Council may provide direction to the Town Manager / Clerk.

5. APPROVAL OF CONTRACT – TOWN MARQUEE: Council will consider and may take action to award the outdoor LED marquee sign construction contract (C2022-13) to Summit West Signs, in an amount not to exceed \$85,000. The new sign will be placed on Town Hall property directly west of Town Hall adjacent to the sidewalk. The project is anticipated to be completed within 90 days of award of contract. Funding for this project is available from American Rescue Plan Act (ARP) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) through the Pascua Yaqui Tribe. Council may provide direction to the Town Manager / Clerk.

6. APPROVAL OF CONTRACT – TOWN HALL ROOF DESIGN: Council will consider and may take action to award a contract (C2022-15) to Western Roof Evaluation Corporation (WRECORP) in the amount of \$29,101. The purpose of the contract is for WRECORP to provide the design, bid process, construction administration, and inspection services in preparation for the replacement of the roof on Town Hall located at 9241 South Avenida del Yaqui. Funding for this project is available in the FY2022 General Capital budget. Council may provide direction to the Town Manager / Clerk.

7. INTERGOVERNMENTAL AGREEMENT – MARICOPA COUNTY ANIMAL CARE AND CONTROL DEPARTMENT FOR ANIMAL CONTROL SERVICES (RESOLUTION NO. R2022.16): Council will consider and may take action to adopt a resolution to approve an intergovernmental agreement (agreement) (C2022-17) with Maricopa County (County) by and through its Animal Care and Control Department (ACC) and the Town of Guadalupe for the provision of animal control services. If approved, the initial term of this agreement will be from July 1, 2022 through June 30, 2027; and, may be renewed for up to two successive two-year terms by mutual agreement of both parties. The cost of service for the initial contract term is \$31,343. Approval of the agreement authorizes the Mayor, or designee, to sign all necessary documents in furtherance of the agreement. Council may provide direction to the Town Manager / Clerk.



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8. INTERGOVERNMENTAL AGREEMENT – MARICOPA COUNTY ANIMAL CARE AND CONTROL DEPARTMENT FOR TOWN USE OF COUNTY ANIMAL CONTROL SHELTER FACILITIES (RESOLUTION NO. R2022.17): Council will consider and may take action to adopt a resolution to approve an intergovernmental agreement (agreement) (C2022-18) with Maricopa County (County) by and through its Animal Care and Control Department (ACC) and the Town of Guadalupe for the Town's use of County animal control shelter facilities. If approved, the initial term of this agreement will be from July 1, 2022 through June 30, 2027; and, may be renewed for up to two successive two-year terms by mutual agreement of both parties. The cost of service for the initial contract term is estimated to be \$6,054. Approval of the agreement authorizes the Mayor, or designee, to sign all necessary documents in furtherance of the agreement. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



April 1, 2022

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **April 7, 2022 Town Council Regular Meeting Information Report**

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

Agenda Items:

D1. MARCH 10, 2022, REGULAR COUNCIL MEETING MINUTES. (PAGES 8 – 15)

F. DÍA DEL NIÑO PROCLAMATION (PAGES 16 – 17)

G1. AVENIDA DEL YAQUI STREET IMPROVEMENT PROJECT, CONTRACT AMENDMENT NO. 2 (PAGES 18 – 22): Council will consider and may take action to approve Amendment No. 2 (C2019-12B) to the ADOT IGA for the Avenida del Yaqui street project where revised project costs as outlined below allow for the acceptance of a refund for an overpayment to ADOT in the amount of \$953,714 as a result of the Town being awarded \$953,714 in federal funding that was allocated for the project after the Town paid said amount to ADOT.

The original total project cost was \$5,601,520; of which Federal funds total \$5,282,233; and the Town was responsible for 5.7% (\$319,287) of the project cost. Per the adopted May 31, 2019, intergovernmental agreement (IGA) (#2 g. page 3 of 9) between the Town of Guadalupe and the State of Arizona, Department of Transportation (ADOT), the Town is responsible for the difference between estimated and actual costs, if applicable. Concurrence and approval of this \$1,011,362 amount fulfills this IGA provision.

On February 25, 2021, Council approved Amendment No. 1 (C2019-12A) to the IGA to revise project costs as a result of the Town of Guadalupe receiving an additional \$2,269,226 in federal funds for the Avenida del Yaqui Street improvement project. As follows, the total project cost is estimated at \$5,601,520 with federal funds accounting for 94.3% of the total costs and the Town's responsibility of 5.7% of costs.

On August 26, 2021, Council approved advancing \$1,011,362 from the Town General Fund to ADOT to fund the project's construction cost amount of \$6,612,882. With this advanced funding approval, the project construction was able to begin in October 2021. Additionally, the intent was to pursue Federal Closeout funds through the Maricopa Association of Governments (MAG) to reimburse the Town's advanced funding of \$1,011,362.

In January 2022, the Town of Guadalupe was awarded MAG Closeout funds in the amount of \$953,714 which is \$1,011,362 minus the required 5.8% local match to be applied to the Avenida del Yaqui project. Per process this award is paid directly to ADOT. In turn, ADOT reimburses the Town through this IGA Amendment.

In short, approval of this IGA Amendment returns \$953,714 to the Town General Fund.

G2. GAMING GRANT SUPPORT LETTER REQUEST (PAGES 23 – 26): At the October 28, 2021, Regular Council Meeting, the Council approved a support letter request application process for non-profit organizations applying for Tribal revenue sharing gaming grants. The Town has received a request for a support letter from the Tempe Guadalupe Little League to include with their grant application to the Pascua Yaqui Tribe. The Tempe Guadalupe Little League is requesting \$20,000 from the Pascua Yaqui Tribe for registration fees and equipment. The Tempe Guadalupe Little League's support letter request form budget, and Tribal grant application are attached. The Pascua Yaqui Tribe submittal deadline for grant applications is May 31, 2022.

G3. MARICOPA COUNTY SHERIFF'S OFFICE UPDATE (MATERIAL MAY BE PRESENTED AT THE COUNCIL MEETING): Maricopa County Sheriff's Office representatives regarding public safety policing activities and statistics in the Town of Guadalupe.

G4. COUNCIL CHAMBERS IMPROVEMENT PROJECT CONSTRUCTION CONTRACT (PAGES 27 – 41): Staff is recommending that Council award the Council Chambers Improvement Project Construction Contract to TSG Constructors, LLC, in the amount of \$417,000. The project is designed to improve the Council Chamber acoustics, the air quality, and technology to stream Town Council meetings to community over the internet and to allow Councilmembers, staff, and the public to attend virtually. An RFP process was done, resulting in one bid for the project. Projects of this size and cost are required by federal regulations to be competitively or in the case if insufficient number of bids, to be reviewed for cost reasonableness. To determine if the bid was "fair and reasonable" a third-party reviewer was hired and reviewed the schedule of values. Abacus Project Management, Inc. found the "total price to be reasonable for the work included."

The funding for this project is made available from the American Rescue Plan Act (ARP) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), awarded to the Pascua Yaqui Tribe to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 impacts in tribal communities, on tribal residents, and on tribal businesses. Funds were awarded to the Town of Guadalupe in September 2021 and the Council approved \$325,000 for the Council Chambers Improvement Project.

To date, the project commitments/estimates are as follows:

- \$55,555 to Dibble Engineering, Town Engineer is for the design, bid process, construction administration, and inspection services to remodel the Town Hall Council Chamber. (approved contract October 2021)
- \$4,318 to Abacus Project Management, Inc to determine cost reasonableness. (completed and attached)
- \$417,000 to TSG Constructors, LLC for contraction. (for your consideration)
- \$97,351 for Audio Visual system. (estimate)

Updates estimated total project cost: \$574,224. Additional funds are available to this project by the cancellation of other intended projects in the initial ARP- CSLFRF budget funded through the Pascua Yaqui Tribe.

Construction is estimated to start within 30 of the award of contract and completed within 120 days of award of contract.

G5. APPROVAL OF CONTRACT – TOWN MARQUEE (PAGES 42 – 49): Staff is recommending that Council award the Outdoor LED Marquee Sign Construction Contract (C2022-13) to Summit West Signs, in an amount not to exceed \$85,000. The new sign will be placed on Town Hall property directly west of Town Hall adjacent to the sidewalk. The existing Town marquee sign is on property slated for construction of three new homes within a year. The existing sign also has technical deficiencies causing outages in extreme heat, making relocating it not viable. The new sign will allow for better messaging in emergency situations, such as the COVID-19 pandemic, allowing the Town to communicate testing schedules, COVID precautions, vaccination clinics and other information to Town residents.

An RFP process was done, resulting in two bids for the project. A third bid arrived after the bid deadline. A committee of two people with knowledge of construction and bidding practices reviewed the bids and selected Summit West Signs after determining that their bid was "fair and reasonable".

The funding for this project is made available from the American Rescue Plan Act (ARP) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), awarded to the Pascua Yaqui Tribe to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 impacts in tribal communities, on tribal residents, and on tribal businesses. Funds were awarded to the Town of Guadalupe in September 2021 and the Council approved \$75,000 for Outdoor LED Marquee Sign Project. Additional funds have been made available to this project by the cancellation of other intended projects in the initial ARP- CSLFRF budget.

Construction is anticipated to be complete and the sign in operation within 90 days of award of contract.

G6. APPROVAL OF CONTRACT – TOWN HALL ROOF DESIGN (PAGES 50 – 52): This contract (C2022-15) in the amount of \$29,101 to Western Roof Evaluation Corporation (WRECOP), is for the design, bid process, construction administration, and inspection services to replace the roof on Town Hall, 9241 South Avenida del Yaqui. This is the first step in the roof replacement process. The existing roof is more than twenty years old and is leaking in multiple areas. This project will replace the entire Town Hall roof in preparation for the remodeling project in the Council Chambers and will ensure that there are no leaks in the new roof. The estimated cost of roof repair and replacement is \$145,000. Funding for this contract is from the Council approved General Fund Capital Outlay Project funding available due to the \$505,000 Federal grant award for the Highline Canal project.

G7. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ANIMAL CARE AND CONTROL DEPARTMENT FOR ANIMAL CONTROL SERVICES (RESOLUTION NO. R2022.16) (PAGES 53 – 72): Adoption of Resolution No. R2022.16 approves an Intergovernmental Agreement (agreement) (C2022-17) with Maricopa County Animal Care and Control (MCACC) for the provision of animal control services. The term of the agreement is July 1, 2022 – June 30, 2027; and, the cost is \$31,343 for the initial year of this 5 year contract. This amount is \$72 more than the current contract of \$31,271. Per Appendix A (page 11 of 15) of the contract:

“Thereafter, the Town shall pay the County those fees approved by the Maricopa County Board of Supervisors in accordance with a formula developed by MCACC, which require full recovery of the County’s direct and indirect costs.”

Similar to previous years, this is a citizen call/complaint driven contract where MCACC operates a regional coverage program and responds to calls based on priority.

The established call priorities are as follows, as identified in the agreement Appendix C (page 14 of 15):

Priority Classifications:

The County shall provide lost and found service from 8 am to 5 pm seven (7) days per week to allow for citizens to report found and lost dogs at (602) 372-4598. This service will not be provided during the holiday coverage prescribed in Paragraph 7.

7. While the County is closed for business on all County Observed Holidays, the County reserves the right to provide limited response times from 7am to 10 pm on County observed holidays. The police only line will be staffed for Priority 1 calls for service from 7 am to 10 pm on County Holidays.

| Priority 1 1 hour or less | Priority 2 2 hours | Priority 3 48 hours | Priority 4 72 hours | Priority 0 - Other by appointment | | |
|--|--|---|--------------------------|--------------------------------------|--|--|
| Officer needs assistance: police/fire/animal control officer. Officer on scene | Aggressive or menacing animal at large imminent safety hazard | On duty municipal employees, not LEO | Area check no aggression | Vicious animal petition | Maricopa County Constables or Public Fiduciary | |
| Animal bite running at large / imminent safety hazard within last hour | Animal in trap Trap check/Trap Pick up | Bite investigation or follow up investigation | Leash Law | Court appearance or delivery | Kennel permit inspections | |
| Animal at large on school grounds. (school in session) does not include colleges | Sick or injured stray | Confined stray dog at business or home | Third Party Pick-ups | | Canvassing | |
| Attack which has taken place in the last hour, dog still at large and possess immediate threat | Officer needs assistance: police/fire/animal control officer. Officer not on scene | Attack older than 3 hours. Animal bite investigations follow up second sequence | | Barking dog | Public Information Booth | |
| | Attack within the last 3 hours dog still at large | Dog confined on school grounds | | Kennel Permit | | |
| | | Will show | | Admin duties | | |

G8. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ANIMAL CARE AND CONTROL DEPARTMENT FOR TOWN USE OF COUNTY ANIMAL CONTROL SHELTER FACILITIES (RESOLUTION NO. R2022.17) (PAGES 73 – 86): Adoption of Resolution No. R2022.17 approves an Intergovernmental Agreement (agreement) (C2022-18) with Maricopa County Animal Care and Control (MCACC) for the Town’s use of County animal control facilities.

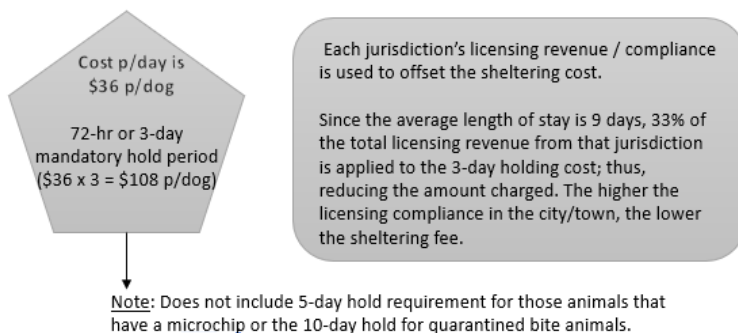
If approved, the initial term of this agreement will be from July 1, 2022 through June 30, 2027; and, may be renewed for up to two successive two-year terms by mutual agreement of both parties. The cost of service for the initial contract term is \$6,054. Approval of the agreement authorizes the Mayor, or designee, to sign all necessary documents in furtherance of the agreement. Council may provide direction to the Town Manager / Clerk.

As presented in the February 14, 2022 letter from County Animal Care & Control, this is a new agreement and fee structure with the County and its contracted partners. The facilities fee is \$36 per day for sheltering costs, with a minimum mandatory holding period. The County is now passing on these fees directly to their partners.

Individual municipalities fees are based on the number of annual impounds at a three day hold at \$36 per day totaling \$108, then a discount is offered based on the number of licenses registered in the municipality. Guadalupe’s fees are illustrated below as presented in Appendix A (page 11 of 11) of the contract.

**APPENDIX A
IMPOUND FEE SCHEDULE**

Pursuant to A.R.S. § 11-1005(C), the Board of Supervisors has authority to establish the following fees for impounding and maintenance of animals at County Animal Control Facilities. The Town shall pay these fees on a quarterly basis to Animal Control Fund 572.



AVG FY20/FY21 Calculations for Initial Year (FY2023 or 7/1/22 - 6/30/23):

| Yearly # of Impounds | At \$108 each | Town's Licensing Revenue | 33% Licensing Offset | Adjusted Sheltering Cost (cost-offset) |
|----------------------|---------------|--------------------------|----------------------|--|
| 63 | \$6,804 | \$2,274 | \$750 | \$6,054 |



Minutes Town Council Regular Meeting March 10, 2022

Valerie Molina
Mayor

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Vice Mayor

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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, March 10, 2022, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. Mayor Molina called the meeting to order at 6:04 p.m.

B. ROLL CALL

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

Councilmembers Absent: Councilmember Joe Sánchez and Councilmember Anita Cota Soto

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

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

D. APPROVAL OF MINUTES

1. Approval of the February 16, 2022, Town Council Special Meeting Minutes.

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

1. Councilmembers approved the February 16, 2022, Town Council Special Meeting Minutes.

E. CALL TO THE PUBLIC

No one spoke. Mayor Molina announced that Town Hall is open and that the public is welcome to address the Council in person or via e-mail.

F. MAYOR and COUNCIL PRESENTATIONS

Mayor Molina read a Proclamation declaring Friday, March 11, 2022 Kylan Chait Day in the Town of Guadalupe. Mr. Chait serves as the Valley Youth Theatre Student Director.

G. DISCUSSION AND POSSIBLE ACTION ITEMS

1. PUBLIC HEARING – REZONING REQUEST FOR 9016 SOUTH CALLE VAUO NAWI

Mayor Molina stated that this is a public hearing for a rezoning request of the 6,207 square foot property located at 9016 South Calle Vaou Nawi from R-1-9 Single Family Residential to R-1-6 to Single Family Residential. The property is presently zoned R-1-9, Single-family Residential and rezoning the property to R-1-6 aligns the 6,207 square foot lot with compatible zoning requirements. The Applicant is Rosalio Mondragon. (related to item G2)



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Jeff Kulaga, Town Manager / Clerk, stated that this agenda item is a public hearing concerning a rezoning request.

Motion by Councilmember Bravo to open the public hearing; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 5-0.

Mr. Kulaga provided a slide presentation and stated that the rezoning request is to change the zoning at 9016 South Calle Vaou Nawi from R-1-9 to R-1-6. He displayed building elevations, square footage, and various elements of the proposed new home. R-1-9 zoning is one home per 9,000 square feet per lot. The subject lot is 6,200 square feet, which meets the R-1-6 minimum yard setbacks in the Town Zoning Code. Staff recommends approval of the rezoning request.

Rosalio Mondragon, Applicant, stated that the project will not impact the neighbors.

In response to questions, Mr. Mondragon confirmed that the property owner intends to sell the home after it has been built, and that he has built other homes in Guadalupe.

Mr. Ledyard stated that if the zoning is not changed, then nothing will be built on the property due to the property not being in compliance with the existing R-1-9 zoning.

In response to a question, Mr. Mondragon stated that it is anticipated that the home would be built in approximately 6 months if a variance is granted.

Jessie Arias, speaker, voiced his support of the variance request.

In response questions, Mr. Kulaga stated that emergency vehicle access will not be impacted. In this case, rezoning is more appropriate than a variance. If the home is built to meet the Town Code requirements, the risk of a fire impacting the neighbors should be minimal. The minimum distance between homes is 5'. Distance between properties in R-1-9 zoning is 10', and 7' in R-1-6 zoning. R-1-6 zoning is more appropriate for this project.

Motion by Councilmember Bravo to close the public hearing; second by Councilmember Cota. Motion passed unanimously on a voice vote 5-0.

Councilmembers held a public hearing for a rezoning request of the 6,207 square foot property located at 9016 South Calle Vaou Nawi (APN 301-06-215) from R-1-9 Single Family Residential to R-1-6 to Single Family Residential. The property is presently zoned R-1-9, Single-family Residential and rezoning the property to R-1-6 aligns the 6,207 square foot lot with compatible zoning requirements. The Applicant is Rosalio Mondragon. *(related to item G2)*

2. REZONING REQUEST – 9016 SOUTH CALLE VAOU NAWI

Mayor Molina stated that this agenda item is for Council to consider approving or denying a rezoning request for 9016 South Calle Vaou Nawi from R-1-9 Single Family Residential to R-1-6 Single Family Residential. If approved, rezoning the property to R-1-6 aligns the 6,207 square foot lot with compatible zoning requirements to build a single-story home. *(related to item G1)*

Jeff Kulaga, Town Manager / Clerk stated that the rezoning request is to change the zoning at 9016 South Calle Vaou Nawi from R-1-9 to R-1-6. The applicant and a neighbor have provided input. Staff recommends that the rezoning request be approved.

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



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Councilmembers approved a rezoning request for 9016 South Calle Vaou Nawi (APN 301-06-215) from R-1-9 Single Family Residential to R-1-6 Single Family Residential. If approved, rezoning the property to R-1-6 aligns the 6,207 square foot lot with compatible zoning requirements to build a single-story home. *(related to item G1)*

3. TOWN CEMETERY HISTORIC DESIGNATION (RESOLUTION NO. R2022.07)

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution approving nomination of the Guadalupe Town Cemetery, located at 4649 South Beck Avenue in Tempe, Arizona to the National Register of Historic Places and the City of Tempe Historic Property Register.

Karl Hoerig, Pascua Yaqui Tribe Tribal Historic Preservation Officer, stated that he has drafted the national register nomination documentation and a letter nominating the Guadalupe cemetery for the City of Tempe Historic Property Register. Mr. Hoerig stated that he is seeking the support of the Guadalupe Town Council to submit nomination documentation to the national register as well as to the City of Tempe.

Mr. Hoerig discussed the nomination process and timeline for national and local entities. The City of Tempe requires a waiver of rights and remedies relating to the Private Property Rights Protection Act.

In response to questions, Mr. Hoerig stated that if repairs are needed or equipment replaced in the cemetery, as long as they are items that do not contribute to the historic designation, it should not be a problem. Replacement of the cemetery gates and the ramada should not be an issue. It would be a problem if the Town decided to discontinue utilizing the cemetery as a cemetery. Once a property has been added to the national or local historical registers, the property is flagged for development within its vicinity. Mr. Hoerig confirmed that installing flag poles at the cemetery would not be a problem. At the point when the cemetery is full, it will continue to be eligible to remain on the national and local historic registers. Historic designations help the community understand the cultural value of historic properties. Federal funding is available for historically designated properties.

Motion by Vice Mayor Vital to approve agenda item G3; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Vice Mayor Vital noted that the Guadalupe Cemetery is located in the City of Tempe, but it is owned by the Town of Guadalupe.

Councilmembers adopted **RESOLUTION NO. R2022.07** approving nomination of the Guadalupe Town Cemetery, located at 4649 South Beck Avenue in Tempe, Arizona to the National Register of Historic Places and the City of Tempe Historic Property Register.

4. SALE OF TOWN-OWNED PROPERTY TO GUADALUPE COMMUNITY DEVELOPMENT CORPORATION (RESOLUTION NO. R2022.05)

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution authorizing the Mayor, or designee, to sign any and all documents necessary for the sale of Town-owned property, located at 5603 East Calle Iglesia to the Guadalupe Community Development Corporation (GCDC) for \$65,000. The GCDC will then lot split the parcel into two or three individual properties for the construction of affordable single-family housing.

Jeff Kulaga, Town Manager / Clerk, stated that this agenda item is similar to item G5, both of which are for the sale of town-owned property. There are two separate addresses and separate parcel numbers with the Maricopa County Assessor's Office. Agenda item G4 is located at 5603 East Calle Iglesia, 14,636 square feet, and G5 is located at 5604 East Calle Mexico, 16,357 square feet. There is an alley between the properties. The Guadalupe Community Development Corporation (GCDC) intends to build



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
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Anita Cota Soto
Councilmember

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Guadalupe, AZ 85283
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up to three homes on each lot. The lots will be subdivided into separate parcel numbers and be assigned their own address per parcel.

By way of background, Mr. Kulaga stated that the Town issued a request for proposals in April, 2021 for development on town-owned land. The GCDC submitted a response to the proposal for these two parcels of town-owned land. Staff is proposing that each of the parcels be sold to GCDC for \$65,000 each in exchange for GCDC to build single family owner occupied homes for Guadalupe families that are eligible to participate in the affordable housing program. Building permits must be obtained within two years or the land titles and deeds would revert back to the Town. Staff recommends approval of agenda items G4 and G5.

Steve Langstaff, GCDC Director, stated that housing program participants must meet the income eligibility criteria in order to participate in the program. Mortgage companies prepare 30-year loan packages. Forgivable loans are also available. Families would have to live in the home or pay back the forgivable loan if they wish to move out. In situations where the home occupant discontinues making house payments, then the mortgage company would prepare a foreclosure and the GCDC would have the opportunity to purchase the property from the mortgage company. In cases where a forgivable loan were to stop being paid, the mortgage company would file a property lien, and GCDC could purchase the home from the mortgage company. There could be situations where a trustee sale could occur if a tenant defaults on their mortgage. If that were to occur, the home could be purchased by an investor.

In response to a question, Mr. Kulaga noted that the marquee located on one of the lots will be removed. A new marquee will be installed on Town Hall property.

In response to questions, Mr. Langstaff stated that there is an application process for the affordable housing program. Applications are available online and in Guadalupe Town Hall.

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

Councilmembers adopted **RESOLUTION NO. R2022.05** authorizing the Mayor, or designee, to sign any and all documents necessary for the sale of Town-owned property, located at 5603 East Calle Iglesia (APN 301-06-141) to the Guadalupe Community Development Corporation (GCDC) for \$65,000. The GCDC will then lot split the parcel into two or three individual properties for the construction of affordable single-family housing.

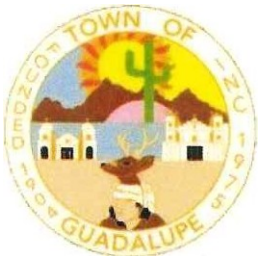
5. SALE OF TOWN-OWNED PROPERTY TO GUADALUPE COMMUNITY DEVELOPMENT CORPORATION (RESOLUTION NO. R2022.06)

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution authorizing the Mayor, or designee, to sign any and all documents necessary for the sale of Town-owned property, located at 5604 East Calle Mexico to the Guadalupe Community Development Corporation (GCDC) for \$65,000. The GCDC will then lot split the parcel into two or three individual properties for the construction of affordable single-family housing.

In response to a question, Steve Langstaff, Guadalupe Community Development Corporation (GCDC) Director, stated that GCDC currently has funding available to build three homes. GCDC has pending applications with Maricopa County for funding the remaining three homes.

Motion by Vice Mayor Vital to approve agenda item G5; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted **RESOLUTION NO. R2022.06** authorizing the Mayor, or designee, to sign any and all documents necessary for the sale of Town-owned property, located at 5604 East Calle Mexico (APN 301-06-142) to the Guadalupe Community Development Corporation (GCDC) for



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Ricardo Vital
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\$65,000. The GCDC will then lot split the parcel into two or three individual properties for the construction of affordable, single-family housing.

6. COVID-19 ACTION UPDATE

Mayor Molina called upon Jeff Kulaga, Town Manager / Clerk to will present an update regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town services and steps taken to safeguard public health and safety in response to the Coronavirus.

Mr. Kulaga stated that the Town's vaccination rate is at 50.4%. A vaccination clinic is scheduled for Saturday, March 26.

A Councilmember noted that the vaccination clinics will be held once a month, beginning in May.

7. CONSIDERATION OF REOPENING THE MERCADO – 9201 SOUTH AVENIDA DEL YAQUI

Mayor Molina stated that this agenda item is for Council to consider reopening the Mercado patio and multi-purpose room for private/public event rental.

Jeff Kulaga, Town Manager / Clerk, stated that Councilmembers last considered reopening the Mercado on January 13, 2022. At that time, Council decided to suspend and cancel events through March 2022. Staff is receiving inquiries on a regular basis regarding when the Town will begin accepting reservations for the Mercado. Staff is recommending reinstating the permitting of public/private events at the Mercado, and Biehn and Stottlemire Parks beginning on May 1, 2022. Little League is scheduled to begin on March 19 at Stottlemire Park.

Mayor Molina read an e-mail into the record requesting that Town venues be reopened for events beginning in April due to the declining rate of COVID-19 infections.

Daniel Perez, speaker, stated that he coordinates various events in Guadalupe and would be supportive of the Council reopening its venues for events.

Councilmembers noted that the car show would not be an option along Avenida del Yaqui due to roadway construction and voiced support for waiting to reopen Town venues until after Easter. Socially distancing at Little League games would be manageable.

Daniel Perez, speaker, stated that surrounding communities have begun reopening their venues.

Councilmembers voiced caution about youth potentially transmitting the virus to elders; and, that a 50% vaccination rate is not high enough. Masks and social distancing have been discontinued in schools and other venues and youth are engaging in school sports. Councilmembers noted that keeping the community safe is a priority.

In response to questions, Mr. Kulaga stated that Little League is planning their opening day on March 19, 2022. If Little League is not allowed the use of Stottlemire Park, it is unclear if the team will be able to lease field space or play other teams during the season.

Motion by Vice Mayor Vital to reopen the mercado multi-purpose room and patio for private/public rental and the Town-owned ball parks beginning on May 1, 2022, except for Little League, which may begin immediately; second by Councilmember Bravo. Motion passed unanimously on a voice vote 5-0.

Councilmembers emphasized that it is the responsibility of parents and guardians to ensure that the Little League teams have a safe environment to compete.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

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8. ASSESSMENT LIEN MODIFICATION AGREEMENT (RESOLUTION NO. R2022.09)

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution to approve an Assessment Lien Modification Agreement (Agreement) and settlement in the amount of \$2,500 from Robert Fabrizio to the Town of Guadalupe (Town) for the property located at 5719 East Calle Magdalena. Payment to the Town is for the Town taking property abatement action to clear said property.

David Ledyard, Town Attorney, stated that the town has a recorded assessment lien on a property that the Town cleared of debris at the expense of the Town. During the time that the Town recorded a \$5,500 lien, a new buyer purchased the property. To avoid potential litigation, the new property owner and the Town have agreed that the amount owed to the Town at this time is \$2,500; and, that the new buyer has a two-year window to sell the property and pay the remaining balance of the lien to the Town. If that does not occur, then the lien will begin accruing interest. Currently, the parcel is an empty lot. Tax lien data is privileged information.

In response to a question, Mr. Ledyard detailed the timeline involved in the tax lien process.

Motion by Councilmember Bravo to approve agenda item G8; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted **RESOLUTION NO. R2022.09** to approve an Assessment Lien Modification Agreement (Agreement) (C2022-09) and settlement in the amount of \$2,500 from Robert Fabrizio to the Town of Guadalupe (Town) for the property located at 5719 East Calle Magdalena (APN 301-06-078). Payment to the Town is for the Town taking property abatement action to clear said property.

9. CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2022.04)

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution designating Jeff Kulaga, Town Manager/Clerk as the Chief Fiscal Officer. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2023 Expenditure Limitation Report to the Auditor General.

Jeff Kulaga, Town Manager / Clerk, stated that cities and towns are required by the Auditor General's Office to identify their respective Chief Fiscal Officer (CFO). This agenda item designates Jeff Kulaga, Town Manager / Clerk, as the CFO for fiscal year, 2022/2023.

Motion by Councilmember Bravo to approve agenda item G9; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted **RESOLUTION NO. R2022.04** designating Jeff Kulaga, Town Manager/Clerk as the Chief Fiscal Officer. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2023 Expenditure Limitation Report to the Auditor General.

10. CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2022.08)

Mayor Molina stated that this agenda item is for Council to consider adopting a resolution to repeal and replace Resolution No. 2021.01 adopted by Town Council on February 25, 2021, designating the Town Manager / Clerk as the Chief Fiscal Officer and replacing Resolution No. R2021.01 with Resolution No. R2022.08. Resolution No. R2022.08 designates Jeff Kulaga, Town Manager / Clerk, as the Chief Fiscal Officer who is responsible for officially submitting the Fiscal Year 2022 Expenditure Limitation Report to the Auditor General.

Jeff Kulaga, Town Manager / Clerk, stated that last year Council adopted a resolution designating the Town Manager / Clerk as the Chief Fiscal Officer (CFO), without naming a specific individual. The Auditor General's Office has indicated that a specific person must be named under their requirements.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
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This agenda item is to designate Jeff Kulaga, Town Manager / Clerk, as the CFO for fiscal year 2021/2022.

Motion by Councilmember Bravo to approve agenda item G10; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 5-0.

Councilmembers adopted **RESOLUTION NO. R2022.08** to repeal and replace Resolution No. 2021.01 adopted by Town Council on February 25, 2021, designating the Town Manager / Clerk as the Chief Fiscal Officer and replacing Resolution No. R2021.01 with Resolution No. R2022.08. Resolution No. R2022.08 designates Jeff Kulaga, Town Manager / Clerk, as the Chief Fiscal Officer who is responsible for officially submitting the Fiscal Year 2022 Expenditure Limitation Report to the Auditor General.

11. CLAIMS

Mayor Molina stated that this agenda item is for Council to consider approving the check register for February 2022, totaling \$541,298.55.

Motion by Councilmember Bravo to approve agenda item G11; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

Councilmembers approved the check register for February 2022, totaling \$541,298.55.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- The Town has received a grant from the federal government for \$501,000 for the relighting and relamping the Highline Canal. He thanked Congressman Ruben Gallego for his assistance in this endeavor. Dibble Engineering has prepared the engineered drawings for this project. The process began in August 2021. Construction will begin this year. The existing solar panels and batteries have been a target of vandalism and theft. The new lighting system will improve safety.
- Beginning Friday, March 11, the street lighting on the east side of Avenida del Yaqui will be removed and replaced. The impacted section of Avenida del Yaqui will not be lit during this project, which is scheduled for completion on April 7.

I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- Thanked staff for their work.
- Councilmembers must make difficult decisions.
- Encouraged everyone to get vaccinated.

Councilmember Cota

- Councilmembers must make difficult decisions.

Councilmember Sánchez

- Thanked staff for their work.
- Thanked Mr. Kulaga for his dedication to the community.

Vice Mayor Vital

- Thanked staff for their work.
- Encouraged everyone to stay healthy and to get vaccinated.

Mayor Molina

- There will be an increased police presence in Town for upcoming events.
- Encouraged everyone to be cautious in construction zones and to report crime. Recently, nearly \$5,000 in concrete was stolen from the Avenida del Yaqui Street Improvement Project.
- Thanked staff for their work.



J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Osuna. Motion passed unanimously on a voice vote 5-0.

The meeting was adjourned at 8:11 p.m.

Valerie Molina
Mayor

Valerie Molina, Mayor

Ricardo Vital
Vice Mayor

ATTEST:

Mary Bravo
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Gloria Cota
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the March 10, 2022, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Elvira Osuna
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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Proclamation



In recognition of Día del Niño, April 29, 2022

WHEREAS, on November 20, 1959 the United Nations General Assembly adopted the Declaration of the Rights of the Child, which outlines that every child is recognized, universally, as a human being who must be able to develop physically, mentally, socially, morally, and spiritually, with freedom and dignity; and

WHEREAS, the Town of Guadalupe, The Pascua Yaqui Tribe and various entities have banded together to host this year's twenty-first annual "Día del Niño" to celebrate young children throughout the world; and

WHEREAS, the Itom Hiapsi Tribal Building will be hosting a drive-thru event offering creative activities and health information for the whole family including traditional craft art projects, musical entertainment, and

WHEREAS, Día del Niño is an opportunity for all members and the various agencies serving the community can celebrate the beauty of children and can experience and explore the Town's cultural diversity with interactive family friendly programming; and

WHEREAS, these entities recognize the value of inspiring creativity in children to celebrate this special day and will be offering drug and alcohol free activity and

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNCIL OF THE TOWN OF GUADALUPE:

Section 1. The Council hereby proclaims April 29, 2022 as "Dia del Niño" in the Town of Guadalupe and urges families to participate in the festivities at the Itom Hiapsi Tribal Building.

Section 2. That the Clerk of the Town of Guadalupe shall attest and affix the seal of the Town of Guadalupe to this proclamation and that a copy be transmitted to Bridget Valenzuela Guadalupe Prevention Partnership at the Pascua Yaqui Tribe.

PASSED BY THE COUNCIL ON APRIL 7, 2022

Mayor, Valerie Molina



Proclamation



En reconocimiento a el Día del Niño, 27 de Abril de 2018

CONSIDERANDO QUE, el 20 de noviembre de 1959 la Asamblea General de las Naciones Unidas aprobó la declaración de los derechos del niño, que explica cada niño es reconocido, universalmente, como un ser humano que debe ser capaz de desarrollar físicamente, mentalmente, socialmente, moralmente y espiritualmente, con libertad y dignidad; y

CONSIDERANDO QUE, el pueblo de Guadalupe, la tribu de Pascua Yaqui y diversas entidades se unieron para albergar este año XVII anual "Día del Niño" para celebrar a los niños pequeños en todo el mundo; y

CONSIDERANDO QUE, el parque de la colonia de Biehn, ofrecerá actividades creativas para el toda la familia, incluyendo niños, espectáculos de danza, proyectos de arte y paseo de la paz llevando actividades; y

CONSIDERANDO QUE, Día del Niño es una oportunidad para todos los miembros de la comunidad para celebrar la belleza de los niños y para experimentar y explorar la diversidad cultural del pueblo con programación amigable familia interactiva; y

CONSIDERANDO QUE, las entidades reconocen el valor de la creatividad inspiradora en los niños para celebrar este día tan especial y ofrecerá una zona de libre de drogas y alcohol; y

AHORA, POR LO TANTO, SER PROCLAMADO POR EL CONSEJO DEL PUEBLO DE GUADALUPE:

Sección 1. El Consejo por este medio proclama el 27 de Abril de 2018 como el "Día del Niño" en el pueblo de Guadalupe y urge a las familias a participar en las festividades en el parque de Biehn.

Sección 2. Que la Secretaria del pueblo de Guadalupe se certifcan y estampará el sello del pueblo de Guadalupe a esta proclamación y transmitir una copia a Vanessa Bustos, Guadalupe Asociación de Prevención a la tribu de Pascua Yaqui.

APROBADO POR EL CONSEJO DE 7 DE ABRIL DE 2022

Mayor, Valerie Molina



ADOT File No.: IGA 19-0007278-I
Amendment No. Two: 22-0008500-I
AG Contract No.: P001 2019 001146
Project Location/Name: Avenida Del Yaqui; Baseline Rd-Calle Carmen
Type of Work: Pedestrian and Bike Lane Improvements
Federal-aid No.: GUA-0(205)T
ADOT Project No.: T021203D/01C
TIP/STIP No.: GDL21-803C/GDL21-805C/GDL19-805D
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

C2019-12B

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF GUADALUPE

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date April 7, 2022, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or “ADOT”) and the TOWN OF GUADALUPE, acting by and through its MAYOR and TOWN COUNCIL (the “Town”). The State and the Town are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 19-0007278-I, A.G. Contract No. P001 2019 001146, was executed on June 4, 2019, (the “Original Agreement”); IGA 20-0008068-I Amendment No. One, executed on March 1, 2021, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the Town is empowered by A.R.S. § 9-240 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the Town; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to revise Project costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

Consistent with the Original Agreement and Amendment No. One, the Town has been invoiced and paid \$39,200.00 for the Town’s total share of PDA and design costs, and \$285,087.00 for the Town’s construction cost match; construction bids exceeded the cost

estimate, the Town was invoiced and paid \$1,011,362.00 to award the construction contract. The Town requested and received additional federal funding to cover the awarded contract in the amount of \$953,714.00 with a match of \$57,648.00 for a total of \$1,011,362.00. After execution of this Amendment No. Two, the Town will be reimbursed \$953,714.00.

The Parties incorporate the Recitals set forth above and Exhibit A, attached hereto and made a part hereof, as part of the body of this Amendment No. Two.

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

(NO CHANGES)

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon the signing and dating of all Parties.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party’s legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

TOWN OF GUADALUPE

By _____ Date April 7, 2022

VALERIE MOLINA

Mayor

ATTEST:

By _____ Date April 7, 2022

JEFF KULAGA

Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF GUADALUPE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date April 7, 2022

David E. Ledyard, Esq.

FAITH, LEDYARD & FAITH, PLC

Town Attorneys

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Division Director

A.G. Contract No. P001 2019 001146 (ADOT IGA 19-0007278-I, Amendment No. **One**: 20-0008068-I, and Amendment No. Two: 22-0008500-I), an Agreement between public agencies, the State of Arizona and Town of Guadalupe has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A

**IGA 19-0007278-I
Amendment No. Two: 22-0008500-I
Cost Estimate**

T0212 01D/03D/01C

The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

PDA/Scoping/Design:

| | |
|----------------------------|--------------------|
| Federal-aid funds @ 94.3% | \$ 565,800.00 |
| Town's match @ 5.7% | \$ 34,200.00 |
| Town's contribution @ 100% | <u>\$ 5,000.00</u> |

Subtotal - Scoping/Design/PDA **\$ 605,000.00**

Construction:

| | |
|---------------------------|----------------------|
| Federal-aid funds @ 94.3% | \$ 5,670,147.00 |
| Town's match @ 5.7% | <u>\$ 342,735.00</u> |

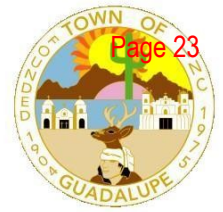
Subtotal - Construction* **\$ 6,012,882.00**

Estimated TOTAL Project Cost **\$ 6,617,882.00**

Total Estimated Town Funds **\$ 381,935.00**

Total Federal Funds **\$ 6,235,947.00**

* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the Town) and 5% Project contingencies)



Town of Guadalupe

TRIBAL GAMING REVENUE SHARING – SUPPORT LETTER REQUEST FORM

Each year, Tribes, Communities and Nations (entities) accept grant applications from Arizona cities, towns, counties, public schools and nonprofit organizations. Although each Tribal entity has a different application process and due date, all entities require support from a local government as outlined in the Tribal Gaming Compact. For the Town of Guadalupe, this means a letter of support from the Guadalupe Town Council. Nonprofit organizations applying for Tribal gaming revenue sharing may request letters of support from the Town of Guadalupe as outlined below.

CRITERIA:

- Organization must have a certified 501(c)(3) tax-exempt status from the Internal Revenue Service.
- Organization must meet the criteria for the specific grant for which they are applying.
- Organization must demonstrate how the program will benefit the Guadalupe community.

DEADLINE: Requests for letters of support must be received by the Town of Guadalupe *no less than 30 days prior to the grant application submittal deadline*. For example:

| ENTITY (TRIBE, NATION, COMMUNITY) | GRANT APPLICATION DEADLINE* | DEADLINE TO SUBMIT THIS REQUEST FORM* |
|-----------------------------------|-----------------------------|---------------------------------------|
| Ak-Chin Indian Community | July 9 | June 9 |
| Fort McDowell Yavapai Nation | May 1 | March 30 |
| Gila River Indian Community | April 2 | March 3 |
| Pascua Yaqui Tribe (twice yearly) | May 31 / Nov. 30 | May 1 / Oct. 30 |
| Tohono O'odham Nation | June 11 | May 12 |

*Exact dates may vary by year.

All requests will be considered by the Guadalupe Town Council. If approved, a letter of support will be provided at least seven days prior to the grant application deadline.

Please complete the information below and submit no less than 30 days prior to the grant application deadline. If additional space is needed, please attach an addendum. Submit via email to: clerk@guadalupeaz.org.

Organization: Tempe Guadalupe Little League Date: 03/30/2022

Contact: Alma Vital-Abers Phone: (480) 516-8512 Email: avital-johnson@hotmail.com

Amount requested: \$ 20,000 From which Entity: Pasqua Yaqui Tribe

Name of program for which the grant funds will be used: Tempe Guadalupe Little League

Briefly describe what the grant funds will be used for: Support Little League community with resources/materials to engage with structured/organized baseball program.

How will the program benefit the Guadalupe community? Engage community youth and families with an organized sporting activity. Teach youth basics of baseball sport and more importantly responsibility and sportmanship.

What specific target audience(s) will benefit from the program (e.g., at-risk youth, elders, low-income)? _____

At-risk youth ages 4-13 and their families.

PASCUA YAQUI TRIBE



REVENUE SHARING APPLICATION

SECTION A – APPLICANT INFORMATION

Date of Application: March 21, 2022 Name of Applicant: Alma Vital-Abers
Work Number: (480) 516-8512 Cell Number: (480) 516-8512
Mailing Address: 9438 S. Calle Sahuaro Guadalupe, AZ 85283
Email Address: avital-johnson@hotmail.com

SECTION B – PROGRAM FUNDING REQUEST

Program or Project Name: Tempe-Guadalupe Little League (TGLL)
Project or Program Type: Government Non – Profit Other:
Non-profit status: In good standing Not in good standing EIN No: 86-0775460
Amount Requesting: \$ 20,000 Total Project Cost: \$ 28,515
If approved for funding check should be addressed to: Tempe Guadalupe Little League
Please note the mailing address for the check: 9438 S. Calle Sahuaro Guadalupe, AZ 85283
Has your program received funding from PYT? Yes No If so, when? _____
Population Served by the Program/Project: 4-14 year old boys and girls, currently serving
101 youth
Program Goals: The TGLL is a non-profit organization run by volunteers who have a
goal to provide an opportunity for the community’s children to learn and
play the game of baseball in a safe and friendly environment.
Results Measured: Schedules, player growth, community engagement, increase in
registration for upcoming season
Indicators of Success: Players and families return for season of play, community feedback
Current Source of Funding Fundraising and local community donations
Approached other tribes for funding: Yes No If so, what Tribe? _____

SECTION C – INDICATE TARGETED AREA (mark all that apply)

- Education Public Safety Transportation Health Care
 Recreation Social Services Economic Development
 Cultural, Historical and/or Environmental Protection and Restoration
 Other:

SECTION D – RESIDING CITY INFORMATION

Name of City Mayor: Ms. Valerie Molina City, Town or County: Guadalupe

SECTION E – APPLICANT CHECK LIST

- Required Supporting Documents to be Attached: Cover letter from senior elected official
 Supporting letter from governing body (city, town, county) Program detailed budget

| Tempe Guadalupe Little League Grant Request | |
|--|------------------------|
| Equipment, Sanitizing and extra costs | Costs (estimated) |
| 12- First Aid Kits | \$240 |
| 20 - Sanitizing Wipes | \$100 |
| 45 Helmets (sizes s-xl) | \$1350 (30 each) |
| 20 dozen – Baseballs | \$1100 (\$55/dozen) |
| 10 dozen- Tballs | \$550 |
| 30 – Bats (various sizes) | \$1500 (\$50/bat) |
| 10 – Ball Buckets | \$200 (\$20 each) |
| 10 – Equipment Bags | \$1000 (\$100 each) |
| 10 – complete Sets of Catcher Equipment (Helmet, throat guard, chest protector, Shin guards) | \$1500 (\$150 each) |
| 10 – sets of practice bases | \$200 (\$20 each) |
| 100 – Baseball Pants, Belts & Socks | \$5000 (\$50 each) |
| All-Star Tournament Fees | \$3,000 |
| 100 Player Registration fees (\$120) | \$12,000 |
| Umpire Fees (\$25/game) | \$625 (25 games) |
| 10 Field Maintenance (chalk) | \$150 (\$15/50 lb bag) |
| Total | \$28,515 |

Town of Guadalupe

Guadalupe: 3 Year Violent Crime & Drug Activity

Presented By: Captain W. Cory Morrison

Analysis completed by MCSO's Criminal Research and Analysis Unit



Town of Guadalupe

Objective

- **Introduction**
- **Violent Crime: Uniform Crime Report Estimates 2019-2021**
 - *Homicide*
 - *Sexual Assault*
 - *Robbery*
 - *Assault*
- *Crime Patterns*
- *Local Crime Comparisons*
- *Response Times*
- *Law Enforcement Service Comparisons*
- *Summary*



Town of Guadalupe

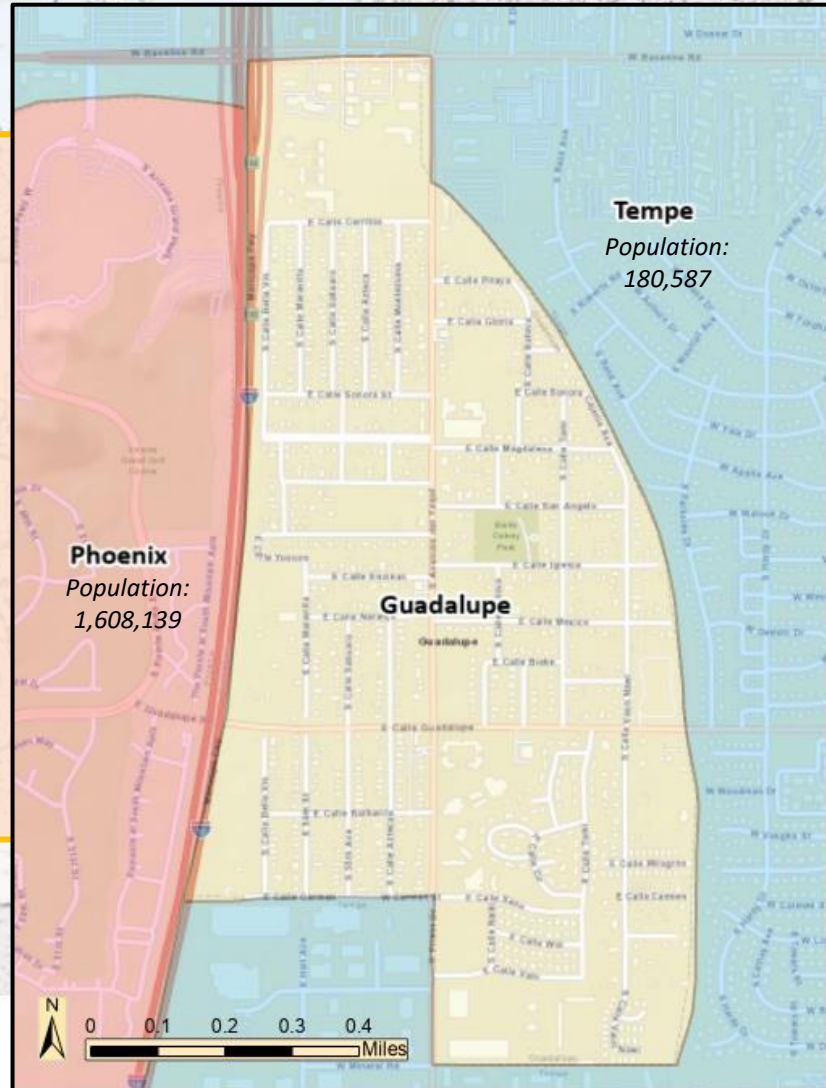
Introduction

Guadalupe, Arizona

Incorporated: 1975

Population: 5,322

Size: .667 sq mi.



Town of Guadalupe

Objective

- *Introduction*
- ***Violent Crime: Uniform Crime Report Estimates 2019-2021***
 - *Homicide*
 - *Sexual Assault*
 - *Robbery*
 - *Assault*
- *Crime Patterns*
- *Local Crime Comparisons*
- *Response Times*
- *Law Enforcement Service Comparisons*
- *Summary*



Town of Guadalupe

Uniform Crime Report Estimates

Before determining the final Uniform Crime Report (UCR) classification, investigation and analysis are required to determine factual outcomes for each event. Therefore, the information presented in this report is an estimate only and should be used cautiously when referenced by any law enforcement, private, public, or media outlets.

The data referenced in this presentation is from MCSO's CAD (Computer Aided Dispatch) and TraCs (File Management) systems. This data is comprised of all calls for service from January 1, 2019, through December 31, 2021, where either the beat, municipality, or emergency service zones were geo-verified within the town of Guadalupe.



Town of Guadalupe

UCR Violent Crime Estimates

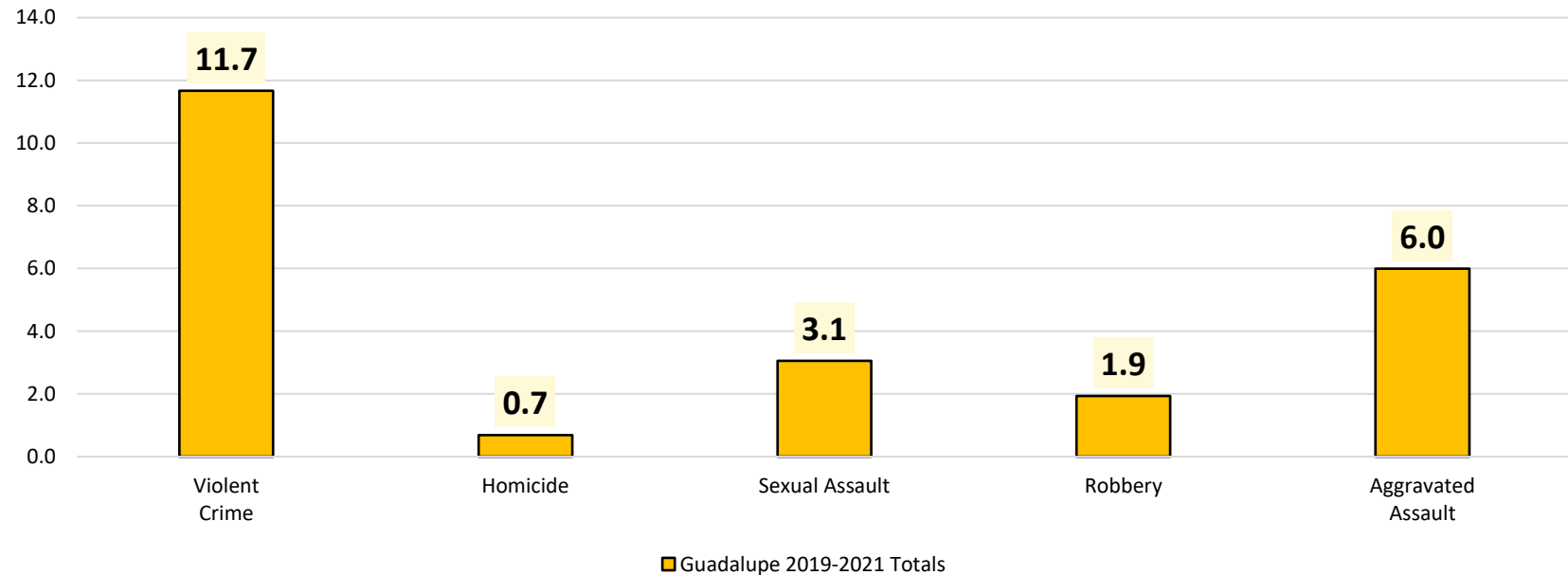
| Total Crime Reports | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault |
|-----------------------------------|---------------|---------------|------------|----------------|------------|--------------------|
| Guadalupe 2019 | 5,377 | 58 | 2 | 16 | 12 | 28 |
| Guadalupe 2020 | 5,326 | 51 | 2 | 12 | 9 | 28 |
| Guadalupe 2021 | 5,329 | 78 | 7 | 21 | 10 | 40 |
| Guadalupe 2019-2021 Totals | 16,032 | 187 | 11 | 49 | 31 | 96 |
| Reports Per 1,000 People | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault |
| Guadalupe 2019 | 5,377 | 10.8 | 0.4 | 3.0 | 2.2 | 5.2 |
| Guadalupe 2020 | 5,326 | 9.6 | 0.4 | 2.3 | 1.7 | 5.3 |
| Guadalupe 2021 | 5,329 | 14.6 | 1.3 | 3.9 | 1.9 | 7.5 |
| Guadalupe 2019-2021 Totals | 16,032 | 11.7 | 0.7 | 3.1 | 1.9 | 6.0 |



Town of Guadalupe

UCR Violent Crime Estimates

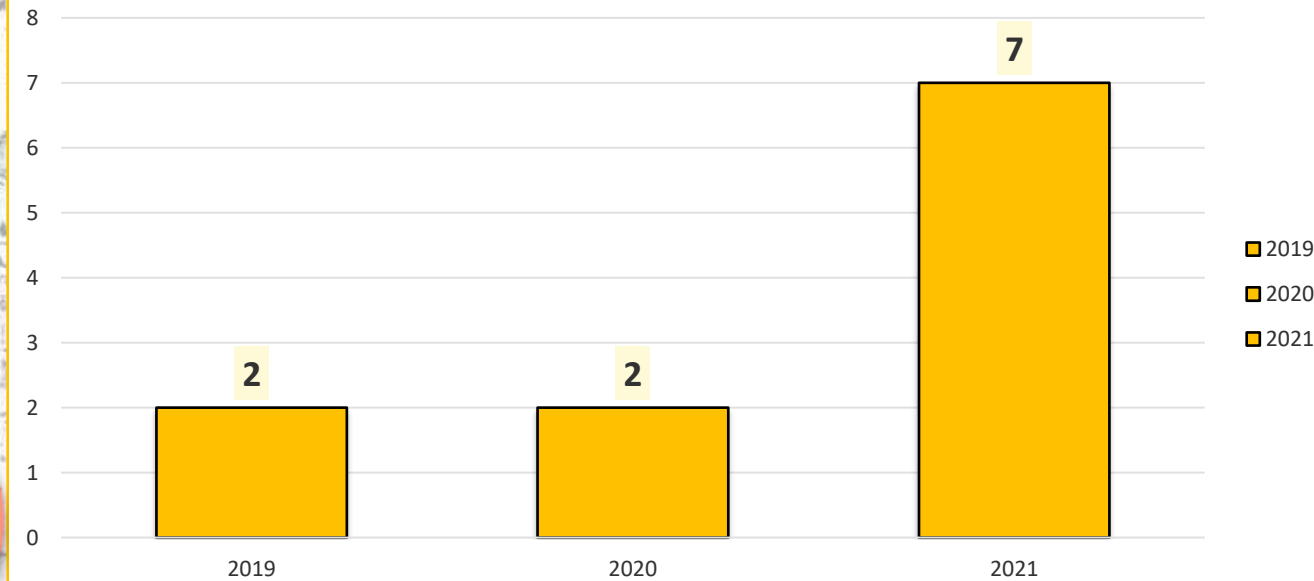
UCR PART 1 VIOLENT CRIMES PER 1,000 PEOPLE



Town of Guadalupe

Violent Crime: Homicide

Homicides
Count of Reports by Year



2021

Homicide Type

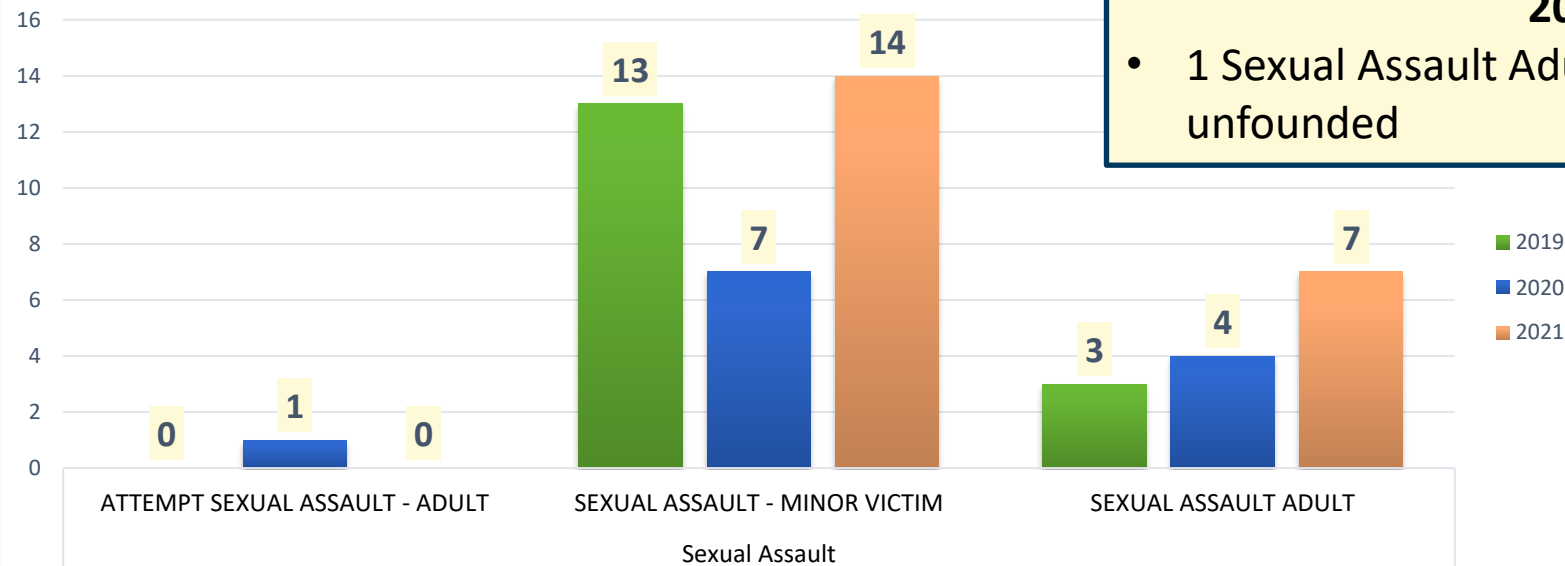
- 5 Shootings
- 2 Stabbings



Town of Guadalupe

Violent Crime: Sexual Assault

Sexual Assault
Count of Reports by Year



All

- For each of the Sexual Assault Minor Victim reports, no repeat victimization locations were found.
- 9 of the 14 Sexual Assault Adult reports occurred at hotels along Baseline Rd.

2021

- 1 Sexual Assault Adult report in 2021 was unfounded



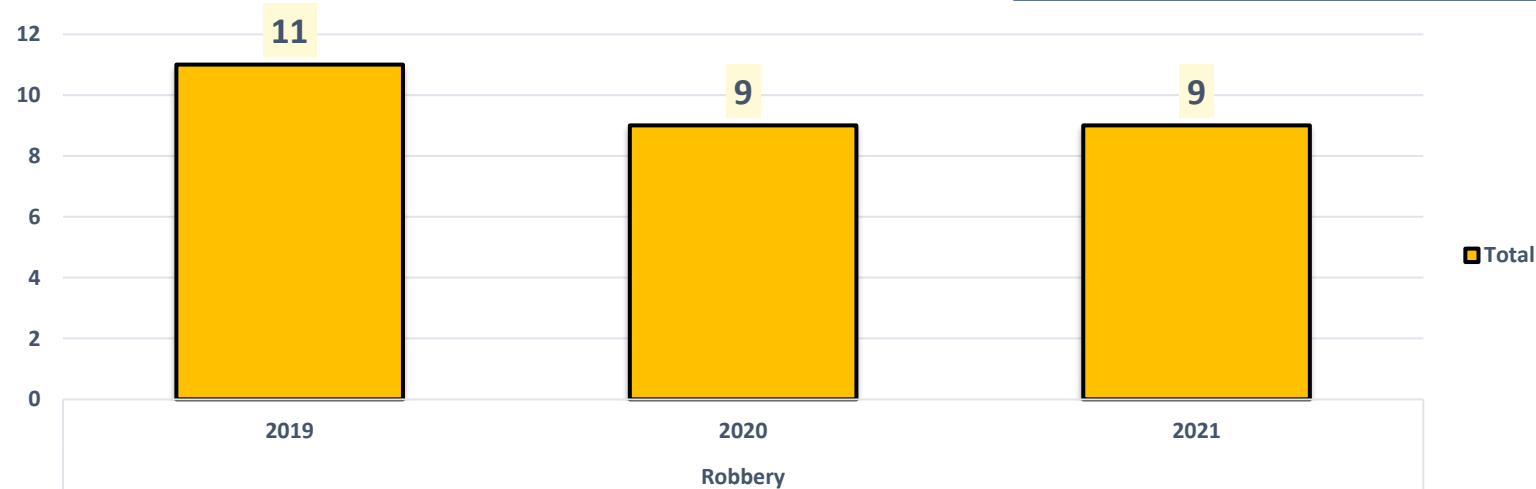
Town of Guadalupe

Violent Crime: Robbery

All

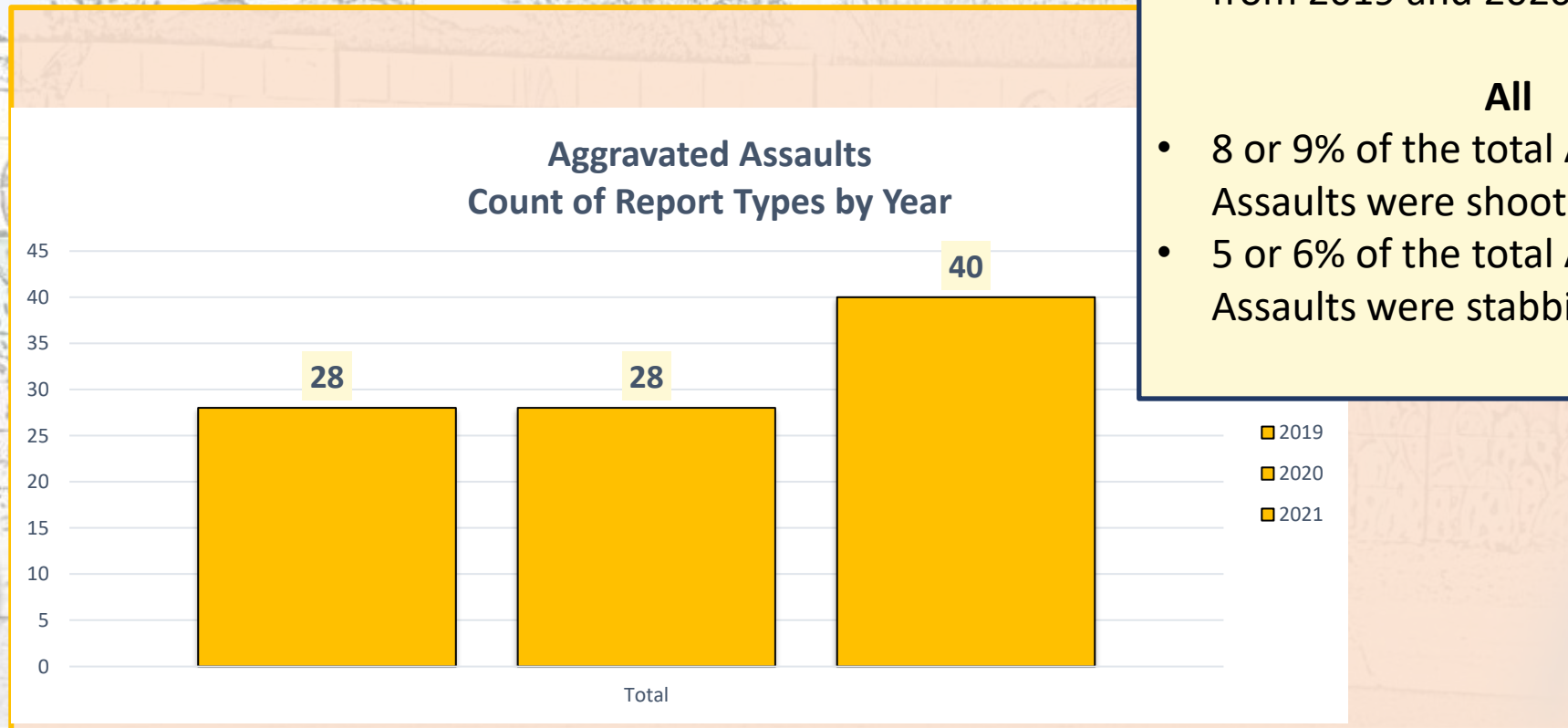
- Incidents typically occurred in Summer and Fall.
- 62% of all Robberies occurred at businesses.
- 17% or 5 of the 29 total Robbery incidents occurred along streets from 10:30 a.m. to 2 p.m., taking guns, cell phones, and cash.

Robbery
Count of Reports by Year



Town of Guadalupe

Violent Crime: Aggravated Assault



2021

- Aggravated Assaults increased 43% from 2019 and 2020's average of 28.

All

- 8 or 9% of the total Aggravated Assaults were shootings.
- 5 or 6% of the total Aggravated Assaults were stabbings.



Town of Guadalupe

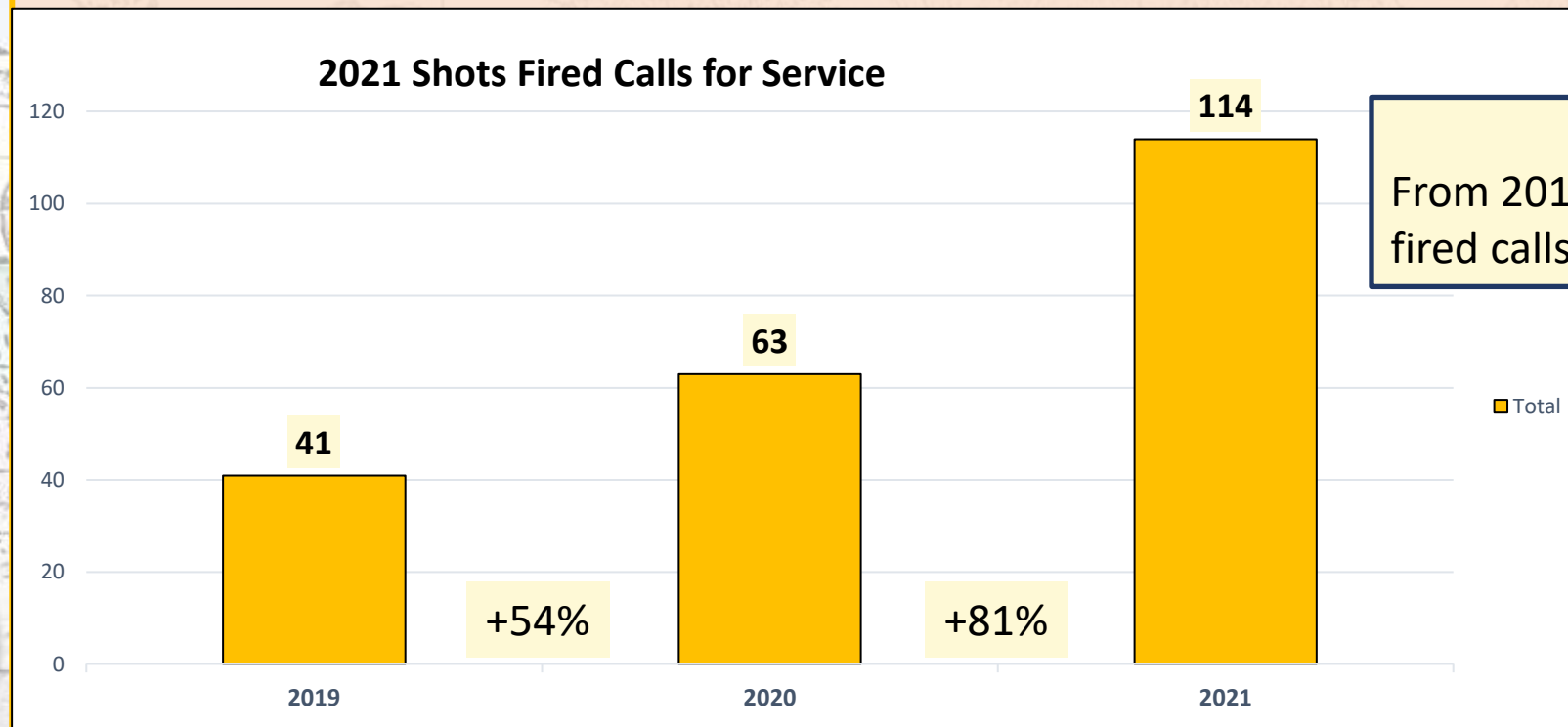
Objective

- *Introduction*
- *Violent Crime: Uniform Crime Report Estimates 2019-2021*
 - *Homicide*
 - *Sexual Assault*
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- ***Crime Patterns***
- *Local Crime Comparisons*
- *Response Times*
- *Law Enforcement Service Comparisons*
- *Summary*



Town of Guadalupe

Crime Patterns: #1 Shots Fired



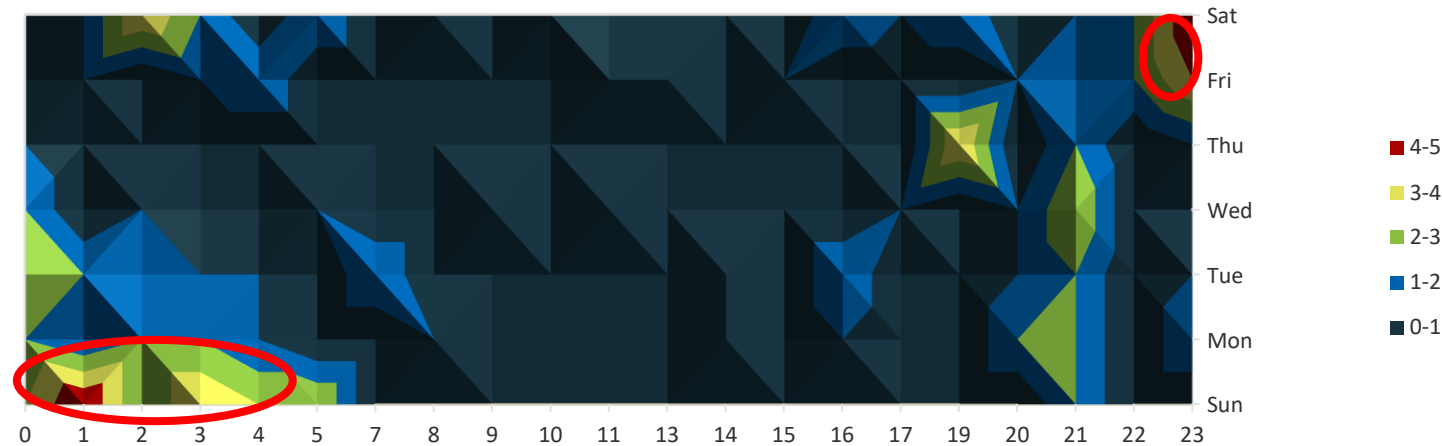
All
From 2019 to 2021, shots
fired calls increased 178%.



Town of Guadalupe

Crime Patterns: #1 Shots Fired

2021 Shots Fired Time of Day & Day of Week



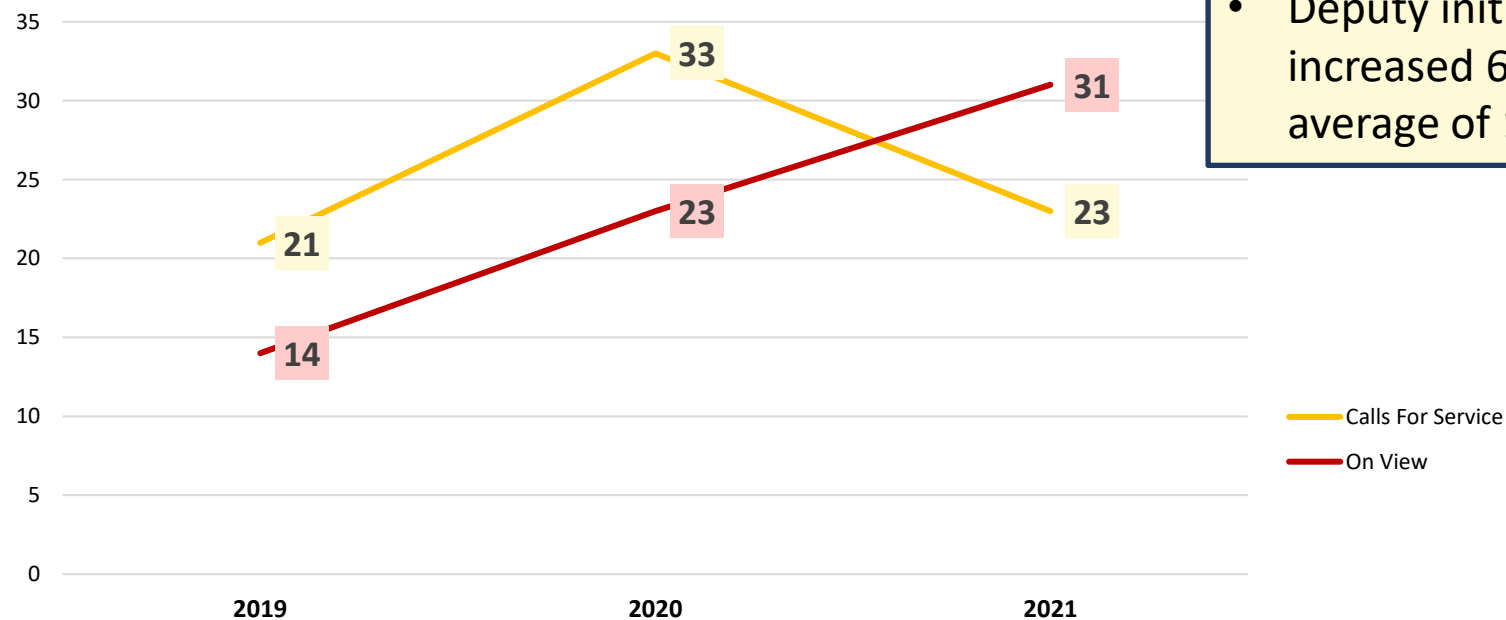
- Shots fired calls peaked in 2021, with calls typically occurring between Saturday night to Sunday Morning from 10p.m. to 4 a.m. (*This pattern was similar for 2019 & 2020.*)
- **Calls for Loud Neighbor Disturbances and Unwanted Guests were also more frequent during this time frame.



Town of Guadalupe

Crime Patterns: #2 Drug Activity

Total Narcotics Calls and Call Source by Year



Calls for Service

2021

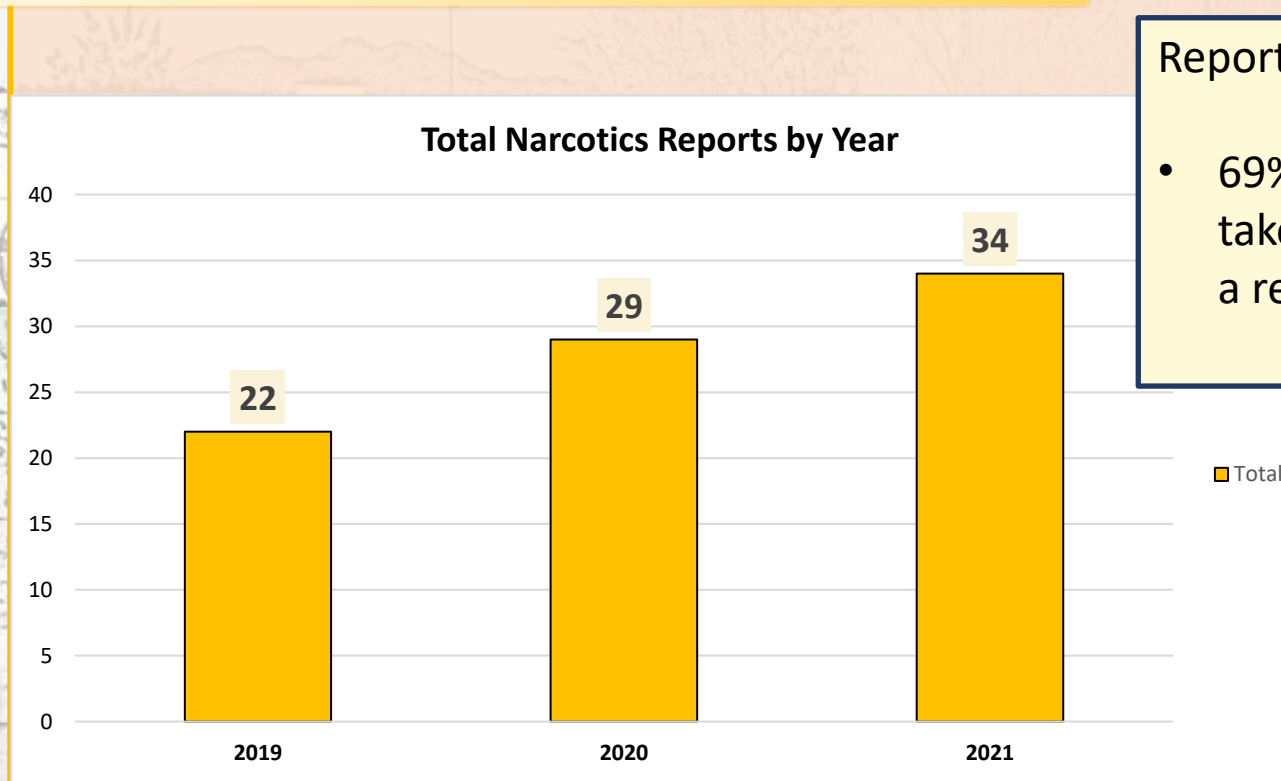
- Narcotics calls for service decreased 15% from 2019 and 2020's average of 27.
- Deputy initiated Narcotics calls increased 68% from 2019 and 2020's average of 19.



Town of Guadalupe

Crime Patterns: #2 Drug Activity

Total Narcotics Reports by Year



Reports

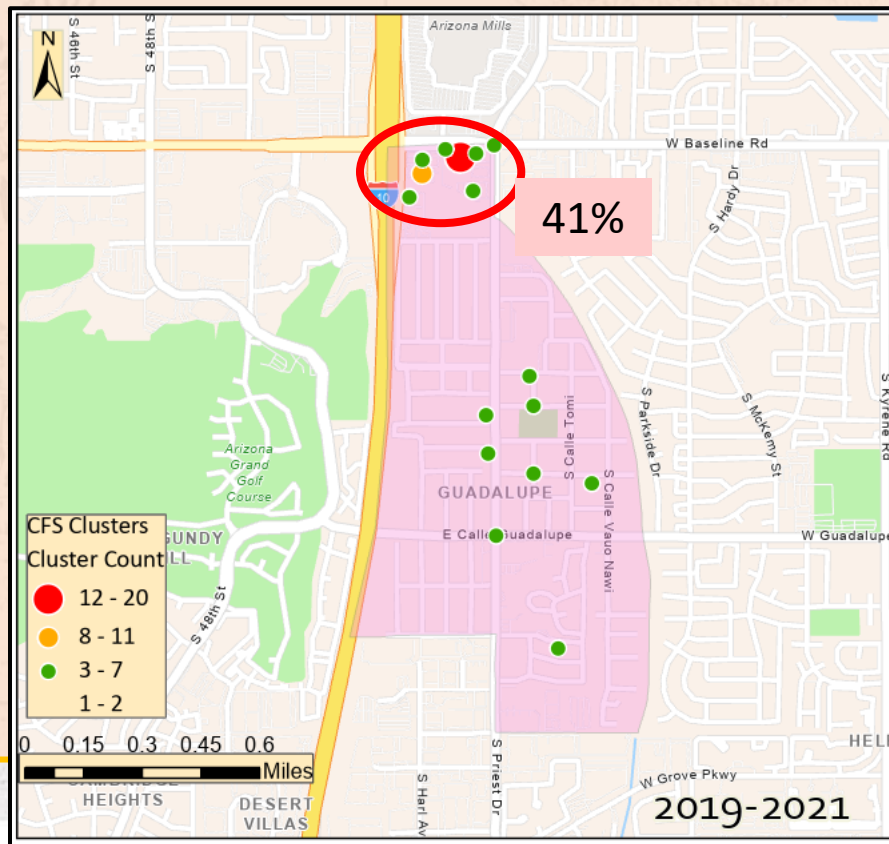
All

- 69% or 58 of the 85 Narcotics reports taken from 2019 through 2021 were as a result of on view incidents.



Town of Guadalupe

Crime Patterns: #2 Drug Activity



All

- From 2019-2021, 41% of Narcotics calls occurred in the business district on Baseline Rd, particularly at gas stations and hotels.
- Public calls for service were most frequent on Wednesdays and Thursdays from 6 p.m. to 9p.m.



Town of Guadalupe

Crime Patterns: #3 Assault on Deputy

2019: 0 Reports

2020: 2 Reports

- Mental Health Petition: Deputy was punched in the head with a closed fist.
- Deputy was struck in the face while making an arrest.

2021: 5 reports

- Aggravated Assault on a peace officer – Suspect threw rocks at a deputy's vehicle and person, causing a laceration.
- Mental Health Petition – A suspect attempted to stab a deputy.
- While investigating a separate incident, deputies were shot at with arrows.
- While providing medical assistance, a deputy and fire personnel were physically struck by an arrested suspect.
- Deputies were attacked by a suspect with a knife.



Town of Guadalupe

Objective

- *Introduction*
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- ***Local Crime Comparisons***
- *Response Times*
- *Law Enforcement Service Comparisons*
- *Summary*



Town of Guadalupe

Local Crime Comparisons (UCR Reporting)

- *The UCR estimates for the Town of Anthem, Gila Bend, Guadalupe, Litchfield, and Youngtown were compiled by municipality codes from MCSO's Computer Aided Dispatch (CAD) system. The data is not intended to reflect the actual number of Part 1 crimes for this area. Further investigation and analysis are required to determine factual outcomes for each event before determining the final UCR classification. Therefore, the information presented in this report is an estimate only and should be used cautiously when referenced*
- *The UCR data for El Mirage and Chandler was compiled from each city's respective website.*
- *Population data was derived from both the Arizona Commerce Authority website as well as each city or town's respective website.*
- *The figures shown in the column for the offense of rape (Sexual Assault) were reported using only the revised Uniform Crime Reporting (UCR) definition of rape. See the data declaration for further explanation.*



Town of Guadalupe

Local Crime Comparisons (Litchfield Park)

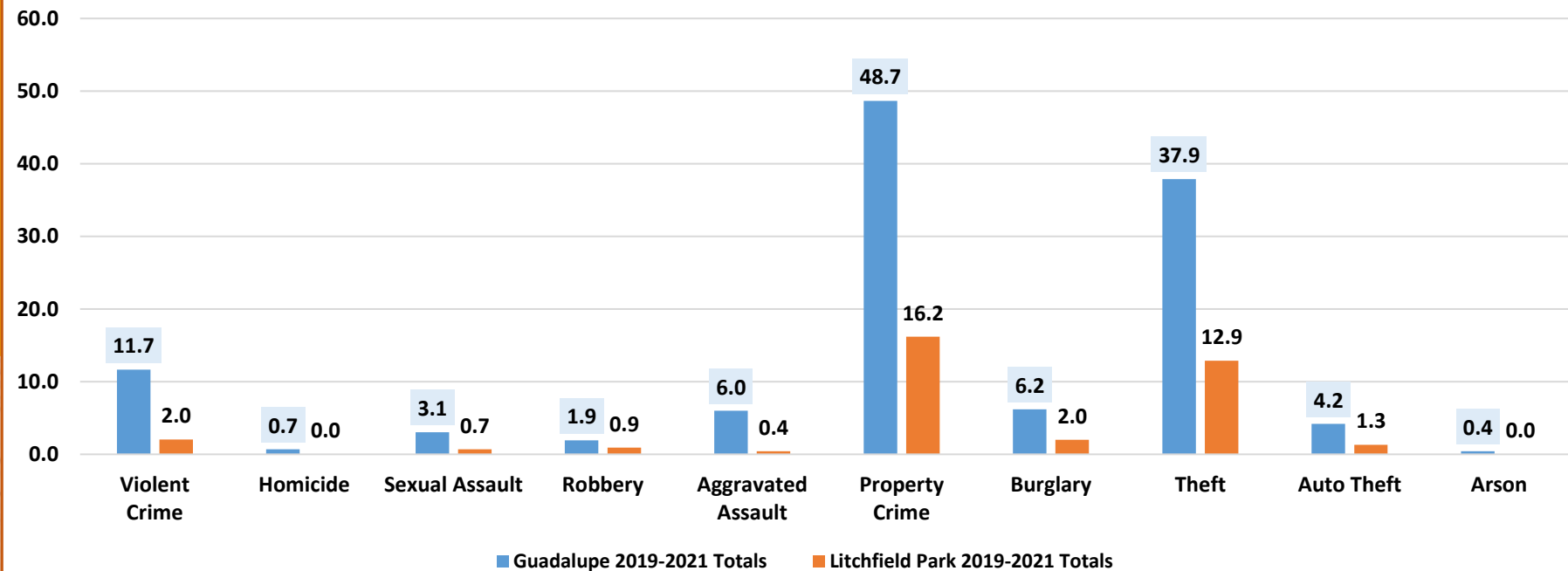
| Total Crime Reports | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
|---|---------------|---------------|------------|----------------|------------|--------------------|----------------|------------|-------------|------------|------------|
| Guadalupe 2019 | 5,377 | 58 | 2 | 16 | 12 | 28 | 298 | 35 | 234 | 25 | 4 |
| Guadalupe 2020 | 5,326 | 51 | 2 | 12 | 9 | 28 | 296 | 40 | 227 | 26 | 3 |
| Guadalupe 2021 | 5,329 | 78 | 7 | 21 | 10 | 40 | 186 | 24 | 146 | 16 | 0 |
| Guadalupe 2019-2021 Totals | 16,032 | 187 | 11 | 49 | 31 | 96 | 780 | 99 | 607 | 67 | 7 |
| Litchfield Park 2019 | 6,749 | 18 | 0 | 9 | 7 | 2 | 146 | 14 | 125 | 7 | 0 |
| Litchfield Park 2020 | 6,881 | 14 | 0 | 3 | 7 | 4 | 113 | 15 | 88 | 10 | 0 |
| Litchfield Park 2021 | 6,957 | 10 | 0 | 2 | 5 | 3 | 74 | 12 | 52 | 10 | 0 |
| Litchfield Park 2019-2021 Totals | 20,587 | 42 | 0 | 14 | 19 | 9 | 333 | 41 | 265 | 27 | 0 |
| RATES | | | | | | | | | | | |
| Reports Per 1,000 People | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
| Guadalupe 2019 | 5,377 | 10.8 | 0.4 | 3.0 | 2.2 | 5.2 | 55.4 | 6.5 | 43.5 | 4.6 | 0.7 |
| Guadalupe 2020 | 5,326 | 9.6 | 0.4 | 2.3 | 1.7 | 5.3 | 55.6 | 7.5 | 42.6 | 4.9 | 0.6 |
| Guadalupe 2021 | 5,329 | 14.6 | 1.3 | 3.9 | 1.9 | 7.5 | 34.9 | 4.5 | 27.4 | 3.0 | 0.0 |
| Guadalupe 2019-2021 Totals | 16,032 | 11.7 | 0.7 | 3.1 | 1.9 | 6.0 | 48.7 | 6.2 | 37.9 | 4.2 | 0.4 |
| Litchfield Park 2019 | 6,749 | 2.7 | 0.0 | 1.3 | 1.0 | 0.3 | 21.6 | 2.1 | 18.5 | 1.0 | 0.0 |
| Litchfield Park 2020 | 6,881 | 2.0 | 0.0 | 0.4 | 1.0 | 0.6 | 16.4 | 2.2 | 12.8 | 1.5 | 0.0 |
| Litchfield Park 2021 | 6,957 | 1.4 | 0.0 | 0.3 | 0.7 | 0.4 | 10.6 | 1.7 | 7.5 | 1.4 | 0.0 |
| Litchfield Park 2019-2021 Totals | 20,587 | 2.0 | 0.0 | 0.7 | 0.9 | 0.4 | 16.2 | 2.0 | 12.9 | 1.3 | 0.0 |



Town of Guadalupe

Local Crime Comparisons (Litchfield Park)

UCR PART 1 CRIMES PER 1,000 PEOPLE



Town of Guadalupe

Local Crime Comparisons (Gila Bend)

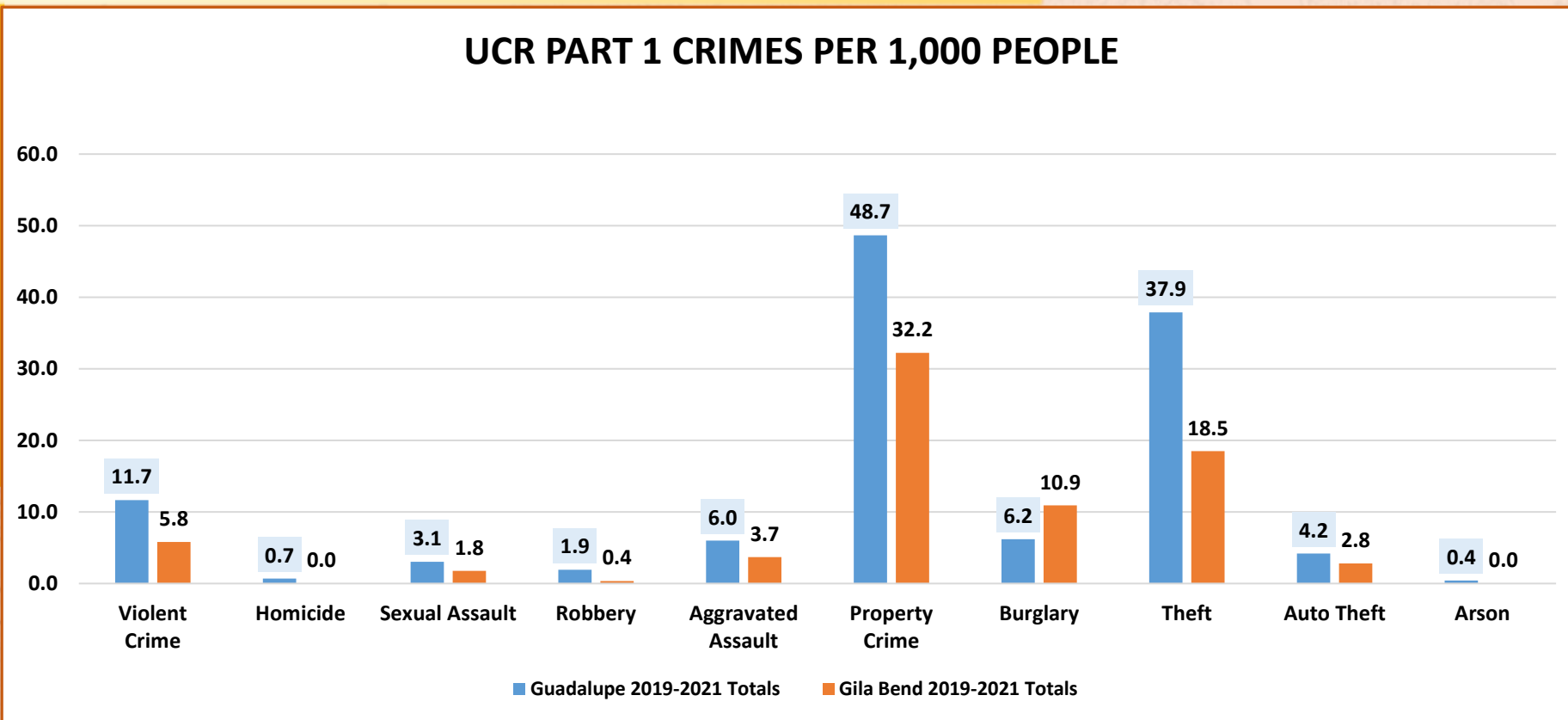
| Total Crime Reports | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
|-----------------------------------|---------------|---------------|------------|----------------|------------|--------------------|----------------|-------------|-------------|------------|------------|
| Guadalupe 2019 | 5,377 | 58 | 2 | 16 | 12 | 28 | 298 | 35 | 234 | 25 | 4 |
| Guadalupe 2020 | 5,326 | 51 | 2 | 12 | 9 | 28 | 296 | 40 | 227 | 26 | 3 |
| Guadalupe 2021 | 5,329 | 78 | 7 | 21 | 10 | 40 | 186 | 24 | 146 | 16 | 0 |
| Guadalupe 2019-2021 Totals | 16,032 | 187 | 11 | 49 | 31 | 96 | 780 | 99 | 607 | 67 | 7 |
| Gila Bend 2019 | 1,895 | 7 | 0 | 1 | 1 | 5 | 67 | 27 | 37 | 3 | 0 |
| Gila Bend 2020 | 1,892 | 14 | 0 | 3 | 0 | 11 | 53 | 18 | 31 | 4 | 0 |
| Gila Bend 2021 | 1,893 | 12 | 0 | 6 | 1 | 5 | 63 | 17 | 37 | 9 | 0 |
| Gila Bend 2019-2021 Totals | 5,680 | 33 | 0 | 10 | 2 | 21 | 183 | 62 | 105 | 16 | 0 |
| Reports Per 1,000 People | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
| Guadalupe 2019 | 5,377 | 10.8 | 0.4 | 3.0 | 2.2 | 5.2 | 55.4 | 6.5 | 43.5 | 4.6 | 0.7 |
| Guadalupe 2020 | 5,326 | 9.6 | 0.4 | 2.3 | 1.7 | 5.3 | 55.6 | 7.5 | 42.6 | 4.9 | 0.6 |
| Guadalupe 2021 | 5,329 | 14.6 | 1.3 | 3.9 | 1.9 | 7.5 | 34.9 | 4.5 | 27.4 | 3.0 | 0.0 |
| Guadalupe 2019-2021 Totals | 16,032 | 11.7 | 0.7 | 3.1 | 1.9 | 6.0 | 48.7 | 6.2 | 37.9 | 4.2 | 0.4 |
| Gila Bend 2019 | 1,895 | 3.7 | 0.0 | 0.5 | 0.5 | 2.6 | 35.4 | 14.2 | 19.5 | 1.6 | 0.0 |
| Gila Bend 2020 | 1,892 | 7.4 | 0.0 | 1.6 | 0.0 | 5.8 | 28.0 | 9.5 | 16.4 | 2.1 | 0.0 |
| Gila Bend 2021 | 1,893 | 6.3 | 0.0 | 3.2 | 0.5 | 2.6 | 33.3 | 9.0 | 19.5 | 4.8 | 0.0 |
| Gila Bend 2019-2021 Totals | 5,680 | 5.8 | 0.0 | 1.8 | 0.4 | 3.7 | 32.2 | 10.9 | 18.5 | 2.8 | 0.0 |



Town of Guadalupe

Local Crime Comparisons (Gila Bend)

UCR PART 1 CRIMES PER 1,000 PEOPLE



Town of Guadalupe

Local Crime Comparisons (Youngtown)

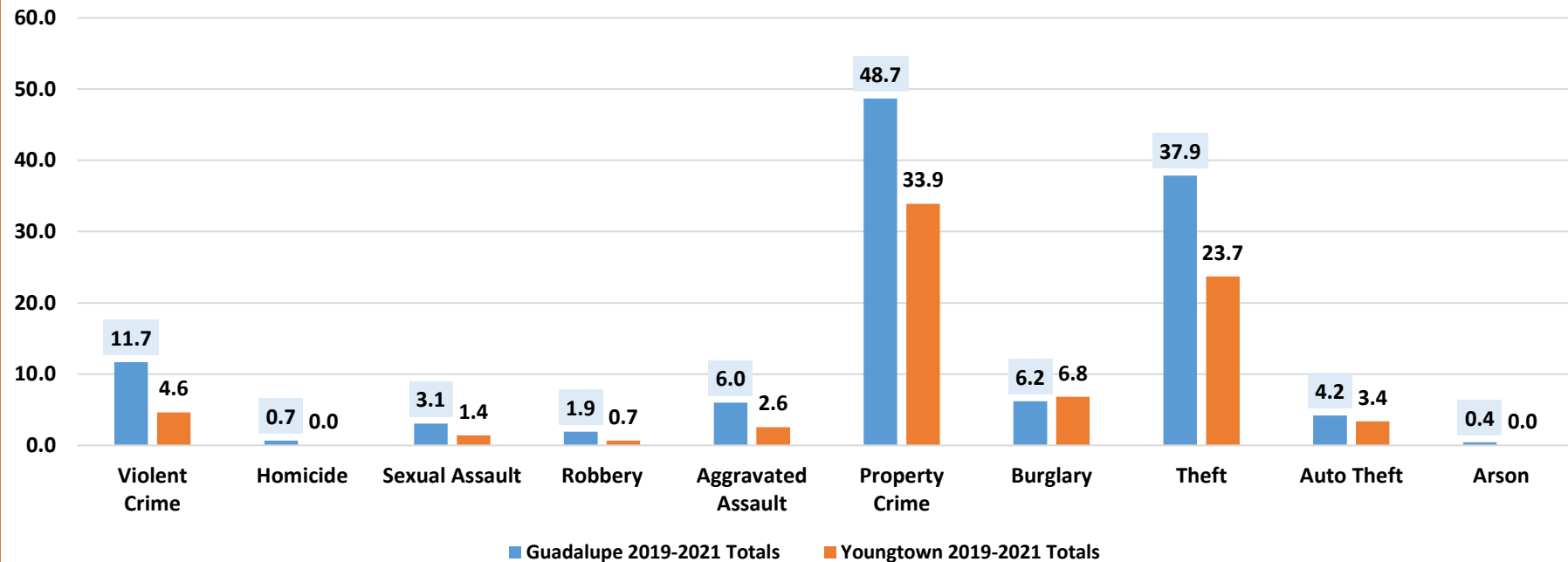
| Total Crime Reports | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
|----------------------------|---------------|---------------|------------|----------------|------------|--------------------|----------------|------------|-------------|------------|------------|
| Guadalupe 2019 | 5,377 | 58 | 2 | 16 | 12 | 28 | 298 | 35 | 234 | 25 | 4 |
| Guadalupe 2020 | 5,326 | 51 | 2 | 12 | 9 | 28 | 296 | 40 | 227 | 26 | 3 |
| Guadalupe 2021 | 5,329 | 78 | 7 | 21 | 10 | 40 | 186 | 24 | 146 | 16 | 0 |
| Guadalupe 2019-2021 Totals | 16,032 | 187 | 11 | 49 | 31 | 96 | 780 | 99 | 607 | 67 | 7 |
| Youngtown 2019 | 7,004 | 35 | 0 | 10 | 8 | 17 | 260 | 64 | 174 | 22 | 0 |
| Youngtown 2020 | 7,056 | 34 | 0 | 8 | 4 | 22 | 237 | 35 | 173 | 29 | 0 |
| Youngtown 2021 | 7,060 | 29 | 0 | 12 | 2 | 15 | 219 | 45 | 154 | 20 | 0 |
| Youngtown 2019-2021 Totals | 21,120 | 98 | 0 | 30 | 14 | 54 | 716 | 144 | 501 | 71 | 0 |
| Reports Per 1,000 People | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
| Guadalupe 2019 | 5,377 | 10.8 | 0.4 | 3.0 | 2.2 | 5.2 | 55.4 | 6.5 | 43.5 | 4.6 | 0.7 |
| Guadalupe 2020 | 5,326 | 9.6 | 0.4 | 2.3 | 1.7 | 5.3 | 55.6 | 7.5 | 42.6 | 4.9 | 0.6 |
| Guadalupe 2021 | 5,329 | 14.6 | 1.3 | 3.9 | 1.9 | 7.5 | 34.9 | 4.5 | 27.4 | 3.0 | 0.0 |
| Guadalupe 2019-2021 Totals | 16,032 | 11.7 | 0.7 | 3.1 | 1.9 | 6.0 | 48.7 | 6.2 | 37.9 | 4.2 | 0.4 |
| Youngtown 2019 | 7,004 | 5.0 | 0.0 | 1.4 | 1.1 | 2.4 | 37.1 | 9.1 | 24.8 | 3.1 | 0.0 |
| Youngtown 2020 | 7,056 | 4.8 | 0.0 | 1.1 | 0.6 | 3.1 | 33.6 | 5.0 | 24.5 | 4.1 | 0.0 |
| Youngtown 2021 | 7,060 | 4.1 | 0.0 | 1.7 | 0.3 | 2.1 | 31.0 | 6.4 | 21.8 | 2.8 | 0.0 |
| Youngtown 2019-2021 Totals | 21,120 | 4.6 | 0.0 | 1.4 | 0.7 | 2.6 | 33.9 | 6.8 | 23.7 | 3.4 | 0.0 |



Town of Guadalupe

Local Crime Comparisons (Youngtown)

UCR PART 1 CRIMES PER 1,000 PEOPLE



Town of Guadalupe

Local Crime Comparisons (Anthem)

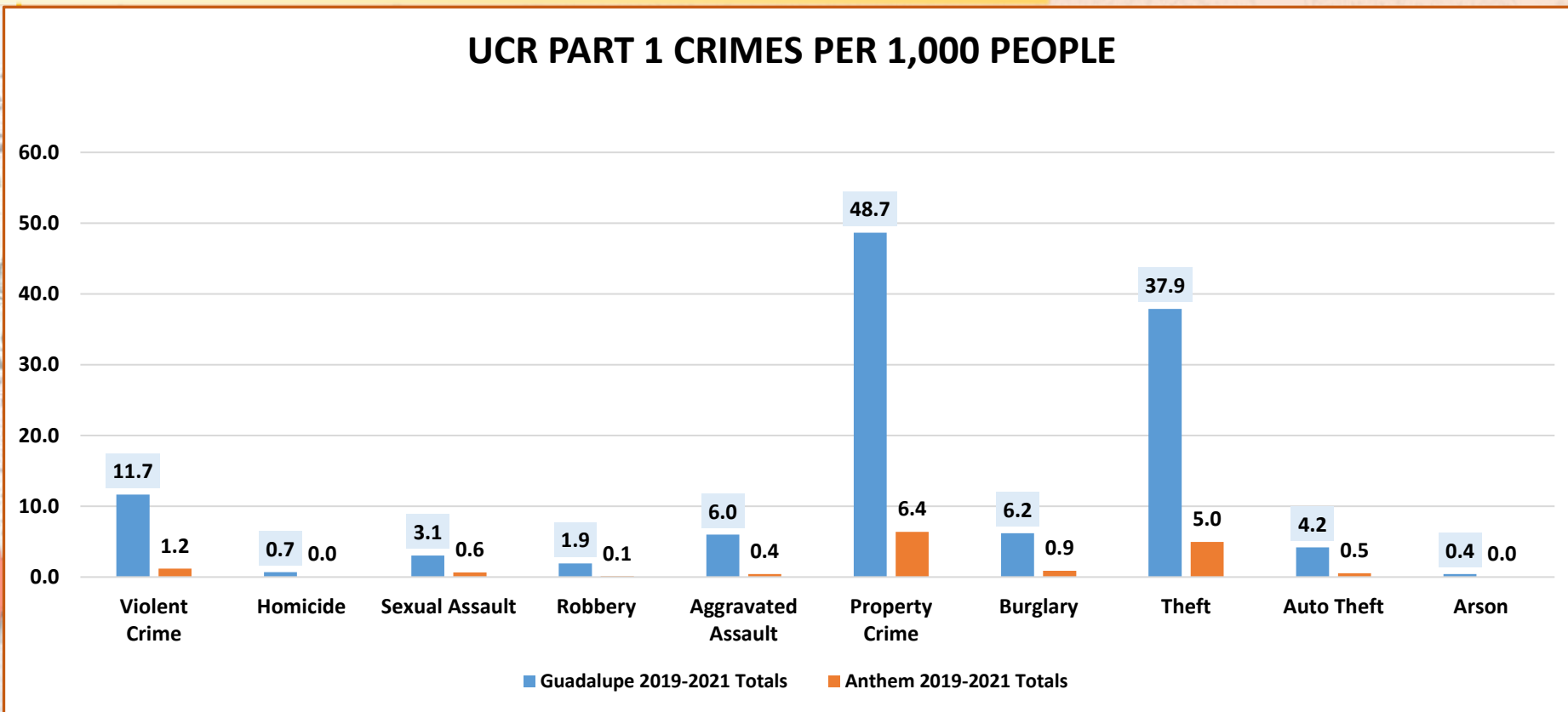
| Total Crime Reports | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
|-----------------------------------|---------------|---------------|------------|----------------|------------|--------------------|----------------|------------|-------------|------------|------------|
| Guadalupe 2019 | 5,377 | 58 | 2 | 16 | 12 | 28 | 298 | 35 | 234 | 25 | 4 |
| Guadalupe 2020 | 5,326 | 51 | 2 | 12 | 9 | 28 | 296 | 40 | 227 | 26 | 3 |
| Guadalupe 2021 | 5,329 | 78 | 7 | 21 | 10 | 40 | 186 | 24 | 146 | 16 | 0 |
| Guadalupe 2019-2021 Totals | 16,032 | 187 | 11 | 49 | 31 | 96 | 780 | 99 | 607 | 67 | 7 |
| Anthem 2019 | 23,190 | 32 | 0 | 18 | 2 | 12 | 167 | 12 | 144 | 11 | 0 |
| Anthem 2020 | 23,190 | 28 | 1 | 12 | 3 | 12 | 161 | 32 | 116 | 13 | 0 |
| Anthem 2021 | 23,190 | 22 | 0 | 15 | 2 | 5 | 116 | 18 | 85 | 13 | 0 |
| Anthem 2019-2021 Totals | 69,570 | 82 | 1 | 45 | 7 | 29 | 444 | 62 | 345 | 37 | 0 |
| Reports Per 1,000 People | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
| Guadalupe 2019 | 5,377 | 10.8 | 0.4 | 3.0 | 2.2 | 5.2 | 55.4 | 6.5 | 43.5 | 4.6 | 0.7 |
| Guadalupe 2020 | 5,326 | 9.6 | 0.4 | 2.3 | 1.7 | 5.3 | 55.6 | 7.5 | 42.6 | 4.9 | 0.6 |
| Guadalupe 2021 | 5,329 | 14.6 | 1.3 | 3.9 | 1.9 | 7.5 | 34.9 | 4.5 | 27.4 | 3.0 | 0.0 |
| Guadalupe 2019-2021 Totals | 16,032 | 11.7 | 0.7 | 3.1 | 1.9 | 6.0 | 48.7 | 6.2 | 37.9 | 4.2 | 0.4 |
| Anthem 2019 | 23,190 | 1.4 | 0.0 | 0.8 | 0.1 | 0.5 | 7.2 | 0.5 | 6.2 | 0.5 | 0.0 |
| Anthem 2020 | 23,190 | 1.2 | 0.0 | 0.5 | 0.1 | 0.5 | 6.9 | 1.4 | 5.0 | 0.6 | 0.0 |
| Anthem 2021 | 23,190 | 0.9 | 0.0 | 0.6 | 0.1 | 0.2 | 5.0 | 0.8 | 3.7 | 0.6 | 0.0 |
| Anthem 2019-2021 Totals | 69,570 | 1.2 | 0.0 | 0.6 | 0.1 | 0.4 | 6.4 | 0.9 | 5.0 | 0.5 | 0.0 |



Town of Guadalupe

Local Crime Comparisons (Anthem)

UCR PART 1 CRIMES PER 1,000 PEOPLE



Town of Guadalupe

Local Crime Comparisons (Chandler)

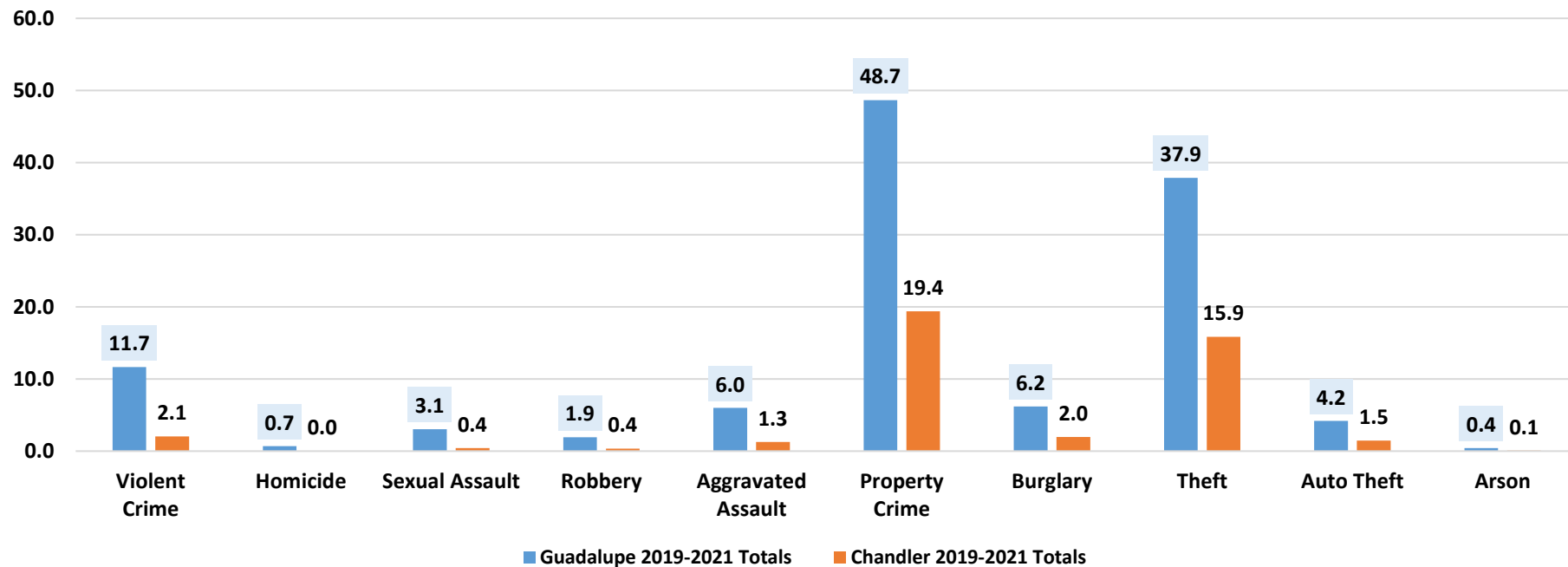
| Total Crime Reports | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
|----------------------------|----------------|---------------|------------|----------------|------------|--------------------|----------------|--------------|---------------|--------------|------------|
| Guadalupe 2019 | 5,377 | 58 | 2 | 16 | 12 | 28 | 298 | 35 | 234 | 25 | 4 |
| Guadalupe 2020 | 5,326 | 51 | 2 | 12 | 9 | 28 | 296 | 40 | 227 | 26 | 3 |
| Guadalupe 2021 | 5,329 | 78 | 7 | 21 | 10 | 40 | 186 | 24 | 146 | 16 | 0 |
| Guadalupe 2019-2021 Totals | 16,032 | 187 | 11 | 49 | 31 | 96 | 780 | 99 | 607 | 67 | 7 |
| Chandler 2019 | 263,165 | 593 | 4 | 134 | 102 | 353 | 5,396 | 547 | 4,455 | 377 | 17 |
| Chandler 2020 | 266,668 | 542 | 8 | 123 | 104 | 307 | 5,416 | 505 | 4,458 | 437 | 16 |
| Chandler 2021 | 281,505 | 529 | 7 | 80 | 84 | 358 | 4,907 | 541 | 3,956 | 388 | 22 |
| Chandler 2019-2021 Totals | 811,338 | 1,664 | 19 | 337 | 290 | 1,018 | 15,719 | 1,593 | 12,869 | 1,202 | 55 |
| Reports Per 1,000 People | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
| Guadalupe 2019 | 5,377 | 10.8 | 0.4 | 3.0 | 2.2 | 5.2 | 55.4 | 6.5 | 43.5 | 4.6 | 0.7 |
| Guadalupe 2020 | 5,326 | 9.6 | 0.4 | 2.3 | 1.7 | 5.3 | 55.6 | 7.5 | 42.6 | 4.9 | 0.6 |
| Guadalupe 2021 | 5,329 | 14.6 | 1.3 | 3.9 | 1.9 | 7.5 | 34.9 | 4.5 | 27.4 | 3.0 | 0.0 |
| Guadalupe 2019-2021 Totals | 16,032 | 11.7 | 0.7 | 3.1 | 1.9 | 6.0 | 48.7 | 6.2 | 37.9 | 4.2 | 0.4 |
| Chandler 2019 | 263,165 | 2.3 | 0.0 | 0.5 | 0.4 | 1.3 | 20.5 | 2.1 | 16.9 | 1.4 | 0.1 |
| Chandler 2020 | 266,668 | 2.0 | 0.0 | 0.5 | 0.4 | 1.2 | 20.3 | 1.9 | 16.7 | 1.6 | 0.1 |
| Chandler 2021 | 281,505 | 1.9 | 0.0 | 0.3 | 0.3 | 1.3 | 17.4 | 1.9 | 14.1 | 1.4 | 0.1 |
| Chandler 2019-2021 Totals | 811,338 | 2.1 | 0.0 | 0.4 | 0.4 | 1.3 | 19.4 | 2.0 | 15.9 | 1.5 | 0.1 |



Town of Guadalupe

Local Crime Comparisons (Chandler)

UCR PART 1 CRIMES PER 1,000 PEOPLE



Town of Guadalupe

Local Crime Comparisons (El Mirage)

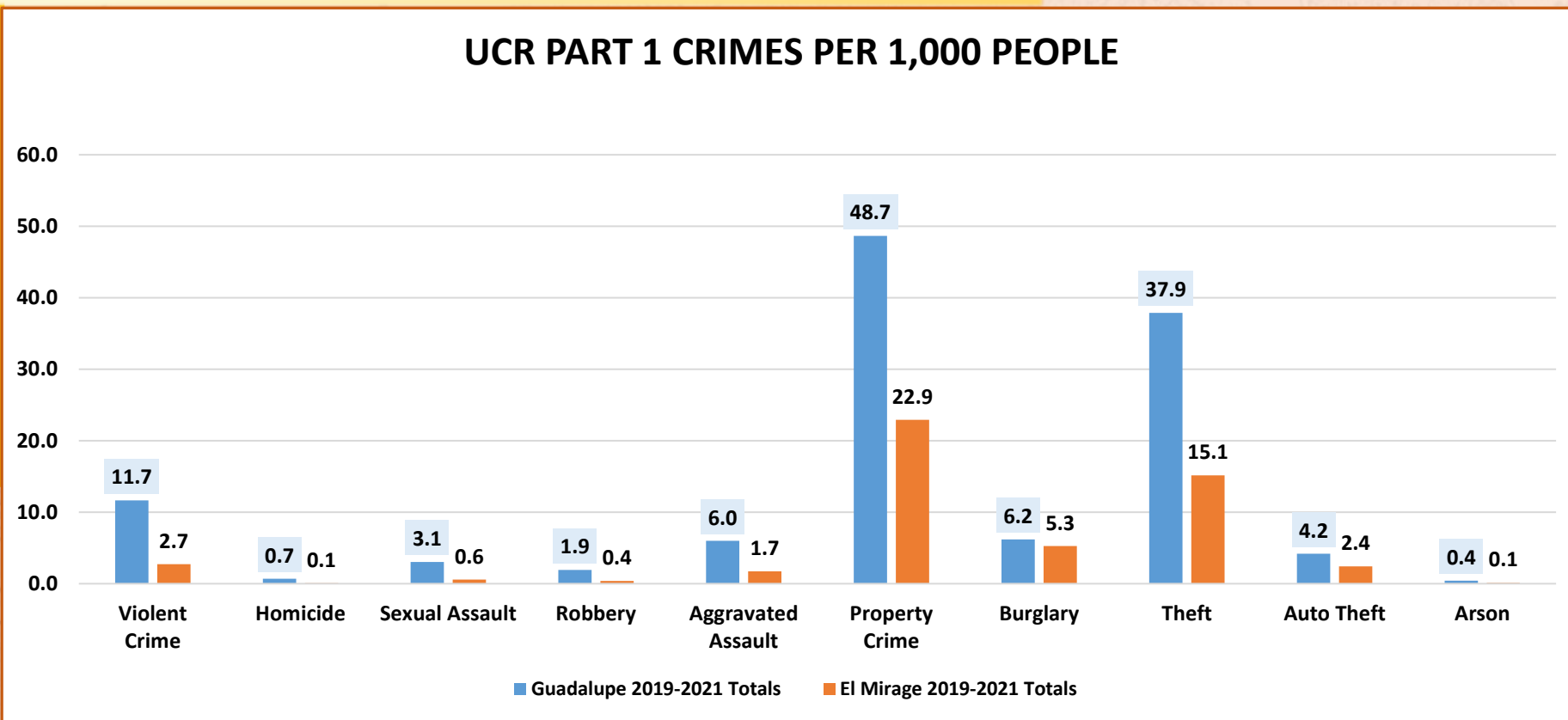
| Total Crime Reports | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
|-----------------------------------|----------------|---------------|------------|----------------|------------|--------------------|----------------|------------|--------------|------------|------------|
| Guadalupe 2019 | 5,377 | 58 | 2 | 16 | 12 | 28 | 298 | 35 | 234 | 25 | 4 |
| Guadalupe 2020 | 5,326 | 51 | 2 | 12 | 9 | 28 | 296 | 40 | 227 | 26 | 3 |
| Guadalupe 2021 | 5,329 | 78 | 7 | 21 | 10 | 40 | 186 | 24 | 146 | 16 | 0 |
| Guadalupe 2019-2021 Totals | 16,032 | 187 | 11 | 49 | 31 | 96 | 780 | 99 | 607 | 67 | 7 |
| El Mirage 2019 | 35,216 | 84 | 2 | 22 | 14 | 46 | 986 | 362 | 523 | 97 | 4 |
| El Mirage 2020 | 35,216 | 109 | 4 | 25 | 11 | 69 | 806 | 123 | 586 | 93 | 4 |
| El Mirage 2021 | 35,216 | 97 | 1 | 13 | 14 | 69 | 630 | 70 | 490 | 65 | 5 |
| El Mirage 2019-2021 Totals | 105,648 | 290 | 7 | 60 | 39 | 184 | 2,422 | 555 | 1,599 | 255 | 13 |
| Reports Per 1,000 People | Population | Violent Crime | Homicide | Sexual Assault | Robbery | Aggravated Assault | Property Crime | Burglary | Theft | Auto Theft | Arson |
| Guadalupe 2019 | 5,377 | 10.8 | 0.4 | 3.0 | 2.2 | 5.2 | 55.4 | 6.5 | 43.5 | 4.6 | 0.7 |
| Guadalupe 2020 | 5,326 | 9.6 | 0.4 | 2.3 | 1.7 | 5.3 | 55.6 | 7.5 | 42.6 | 4.9 | 0.6 |
| Guadalupe 2021 | 5,329 | 14.6 | 1.3 | 3.9 | 1.9 | 7.5 | 34.9 | 4.5 | 27.4 | 3.0 | 0.0 |
| Guadalupe 2019-2021 Totals | 16,032 | 11.7 | 0.7 | 3.1 | 1.9 | 6.0 | 48.7 | 6.2 | 37.9 | 4.2 | 0.4 |
| El Mirage 2019 | 35,216 | 2.4 | 0.1 | 0.6 | 0.4 | 1.3 | 28.0 | 10.3 | 14.9 | 2.8 | 0.1 |
| El Mirage 2020 | 35,216 | 3.1 | 0.1 | 0.7 | 0.3 | 2.0 | 22.9 | 3.5 | 16.6 | 2.6 | 0.1 |
| El Mirage 2021 | 35,216 | 2.8 | 0.0 | 0.4 | 0.4 | 2.0 | 17.9 | 2.0 | 13.9 | 1.8 | 0.1 |
| El Mirage 2019-2021 Totals | 105,648 | 2.7 | 0.1 | 0.6 | 0.4 | 1.7 | 22.9 | 5.3 | 15.1 | 2.4 | 0.1 |



Town of Guadalupe

Local Crime Comparisons (El Mirage)

UCR PART 1 CRIMES PER 1,000 PEOPLE



Town of Guadalupe

Objective

- *Introduction*
- *Violent Crime: Uniform Crime Report Estimates 2019-2021*
 - *Homicide*
 - *Sexual Assault*
 - *Robbery*
 - *Assault*
- *Crime Patterns*
- *Local Crime Comparisons*
- *Response Times*
- *Law Enforcement Service Comparisons*
- *Summary*



Town of Guadalupe

Response Times (Priority 1)

| Measurement | Year | Received to Dispatch | Dispatch to Arrival | Arrival to Clear | Dispatch to Cleared | Received to Clear | Received to Arrival |
|-------------|------|----------------------|---------------------|------------------|---------------------|-------------------|---------------------|
| Average | 2019 | 00:01:05 | 00:03:39 | 01:13:51 | 01:14:58 | 01:14:32 | 00:04:37 |
| | 2020 | 00:00:55 | 00:03:29 | 01:21:35 | 01:25:04 | 01:23:45 | 00:04:24 |
| | 2021 | 00:01:00 | 00:03:46 | 01:41:49 | 01:42:16 | 01:41:01 | 00:04:45 |
| Median | 2019 | 00:00:52 | 00:02:25 | 00:38:52 | 00:38:57 | 00:39:56 | 00:03:11 |
| | 2020 | 00:00:40 | 00:02:47 | 00:42:59 | 00:50:25 | 00:44:34 | 00:03:38 |
| | 2021 | 00:00:39 | 00:02:48 | 00:34:11 | 00:36:20 | 00:35:51 | 00:03:35 |
| Mode | 2019 | 00:00:52 | 00:02:41 | 02:43:31 | 02:46:12 | 02:47:04 | 00:03:33 |
| | 2020 | 00:00:37 | 00:02:29 | 01:20:54 | 01:25:18 | 01:26:24 | 00:03:04 |
| | 2021 | 00:00:32 | 00:01:02 | 09:17:02 | 09:18:04 | 09:18:54 | 00:02:49 |
| Min | 2019 | 00:00:39 | 00:00:00 | 00:03:48 | 00:05:57 | 00:06:36 | 00:00:54 |
| | 2020 | 00:00:22 | 00:00:23 | 00:01:40 | 00:02:40 | 00:00:13 | 00:01:01 |
| | 2021 | 00:00:27 | 00:00:00 | 00:02:00 | 00:02:33 | 00:02:29 | 00:00:38 |
| Max | 2019 | 00:01:05 | 00:03:49 | 02:43:31 | 02:46:12 | 02:47:04 | 00:04:30 |
| | 2020 | 00:05:13 | 00:27:55 | 07:42:35 | 07:44:37 | 07:45:16 | 00:33:08 |
| | 2021 | 00:11:34 | 00:24:09 | 12:00:33 | 12:00:33 | 12:01:28 | 00:25:05 |

- *2021, 1 outlier removed on a mobile 911 not determined to be in Guadalupe
- **2021, (Max) Received to Dispatch (11:34) determined to be a Medical Aid. Caller disconnected with fire department. Meanwhile, closest deputy was on a nearby assault call that required radio to hold the station. Fire was on scene first.



Town of Guadalupe

Objective

- *Introduction*
- *Violent Crime: Uniform Crime Report Estimates 2019-2021*
 - *Homicide*
 - *Sexual Assault*
 - *Robbery*
 - *Assault*
- *Crime Patterns*
- *Local Crime Comparisons*
- *Response Times*
- ***Law Enforcement Service Comparisons***
- *Summary*



Town of Guadalupe

Law Enforcement Comparisons

| Agency | Sworn | Population | Sworn per 1000 People |
|------------------|-------|------------|-----------------------|
| Gilbert | 313 | 271,521 | 1.2 |
| Peoria | 216 | 191,000 | 1.1 |
| Mesa | 849 | 508,000 | 1.7 |
| Buckeye | 114 | 107,000 | 1.1 |
| Clarkdale | 10 | 4,158 | 2.4 |
| MCSO (Guadalupe) | 11.5 | 5329 | 2.2 |
| Goodyear | 135 | 95,294 | 1.4 |
| El Mirage | 57 | 36,400 | 1.6 |
| Yuma | 137 | 96,000 | 1.4 |
| Scottsdale | 400 | 250,000 | 1.6 |



Town of Guadalupe

Objective

- *Introduction*
- *Violent Crime: Uniform Crime Report Estimates 2019-2021*
 - *Homicide*
 - *Sexual Assault*
 - *Robbery*
 - *Assault*
- *Crime Patterns*
- *Local Crime Comparisons*
- *Response Times*
- *Law Enforcement Service Comparisons*
- *Summary*



Town of Guadalupe

Summary

- *Introduction*
- *Violent Crime: Uniform Crime Report Estimates 2019-2021*
- *Crime Patterns*
- *Local Crime Comparisons*
- *Response Times*
- *Law Enforcement Service Comparisons*

- *Positive Change and Moving Forward*



C2022-12

V. CONTRACT AGREEMENT

THIS AGREEMENT made as of the 7th day of April in the year of Two Thousand Twenty-Two, between:

the OWNER: Town of Guadalupe
9241 South Avenida Del Yaqui
Guadalupe, Arizona 85283

the CONTRACTOR: TSG Constructors, LLC
PO Box 71640
Phoenix, AZ 85050

the PROJECT (name and number): Town of Guadalupe
Guadalupe Council Chambers Improvements
Project Number 1016014.17

the CONSULTANT: Dibble
7878 North 16th Street, Suite 300
Phoenix, Arizona 85020

the OWNER and the CONTRACTOR agree as set forth below.

A. THE CONTRACT DOCUMENTS

The Contract Documents consist of this AGREEMENT, the project Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the AGREEMENT. These form the Contract, and all are as fully a part of the Contract as if attached to this AGREEMENT or repeated herein and except for modifications after execution of this AGREEMENT are as follows:

| | |
|-----------------------------------|--|
| Invitation to Bid | Project Drawings |
| Instructions to Bidders | Technical Specifications |
| General Contract Conditions | Statutory Performance Bond |
| Contract Agreements | List of Subcontractors |
| Statutory Payment Bond | Contract Change Order |
| Affidavit of Settlement of Claims | Affidavit of No Collusion |
| Bidding Schedule | Federal Provisions for Town of Guadalupe |

B. THE WORK

The **CONTRACTOR** shall perform all the Work specified or indicated in the Contract Documents. The Scope of Work Involves the Following:

- Move/remove doors, storage room and alcoves.
- Lower ceiling and add acoustic ceiling panels.
- Update AC diffusers.
- Update AV system
- Add monitors.
- Install new Dias and carpet.
- Install AV rack in adjacent conference room and install window into chambers
- Provide new podium
- Paint all walls

C. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1. The Work to be performed under this contract shall be commenced in accordance with "3" below. All work on this contract shall be completed within **120 Calendar days** after award of this contract and issuance of formal "Notice to Proceed".
2. Subject to authorized adjustments, Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
3. It is hereby understood and mutually agreed, by and between the **CONTRACTOR** and the **OWNER**, that the date of beginning, rate of process, and the time for completion of the Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on the date of "NOTICE TO PROCEED". The **CONTRACTOR** agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the CONTRACT TIME stated in the Invitation to Bid. He also shall consider that the OWNER needs the complete use of these facilities as quickly as possible.
4. In the event that the **CONTRACTOR** shall neglect, fail or refuse to complete the Work within the time specified, then the **CONTRACTOR** does hereby agree, as part consideration for the awarding of this Contract, to pay to the **OWNER** Four Hundred (\$400.00) dollars and no cents per day, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the **CONTRACTOR** shall be in default after the time stipulated in the Contract for completing the Work. The said amount is fixed and agreed upon by and between the **CONTRACTOR** and the **OWNER** because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the **OWNER** would in such event sustain.

D. CONTRACT SUM

The OWNER shall pay the **CONTRACTOR** based on additions and deductions by Change Order as provided in the Contract Documents, the contract sum of **\$ 417,000.00**

The Contract sum is determined by the **CONTRACTOR's** accepted sealed bid amount.

E. PROGRESS PAYMENTS

Based upon applications for Payment submitted to the Consultant by the **CONTRACTOR** and Certificates for Payment issued by the Consultant, the **OWNER** shall make progress payments on the Contract Sum to the **CONTRACTOR** less retention from each payment in accordance with the latest revision of the Arizona State Statutory requirements. These Progress Payments will be for labor, materials and equipment incorporated in the Work and/or material and equipment suitably stored for use on the project as approved by the Consultant.

F. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the **OWNER** to the **CONTRACTOR** when the Work has been completed, the Contract fully performed, a final Certificate for Payment has been issued, and the **CONTRACTOR's** Affidavit regarding Settlement of Claims is completed.

G. MISCELLANEOUS PROVISIONS

1. **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
2. **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the Consultant in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
3. **CONTRACTOR** has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
4. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
5. **CONTRACTOR** has given Consultant written notice of all Conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Consultant is acceptable to **CONTRACTOR**.
6. Terms used in the AGREEMENT which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
7. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party to this Contract (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
8. **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9. Termination, Postponement or Abandonment. The right is reserved by the **OWNER** to terminate, indefinitely postpone Work, or abandon the project. This Contract may be terminated by giving written notice to the **CONTRACTOR** at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the **OWNER** shall be liable to the **CONTRACTOR** only to the extent as provided by this Contract for materials supplied and Work completed prior to the effective date of termination. The **OWNER** will comply with the latest revisions of the Arizona State Statutory requirements for negotiation of the contract termination.
10. Retention of Records. The **CONTRACTOR** agrees that the Department of Housing and Urban Development, the Comptroller General of the United States, Town of Guadalupe, or any of their duly authorized representatives, may have access to any accounting records, books, documents, papers or records of the **CONTRACTOR** which are directly pertinent to this contract for the purpose of audit, examination, excerpts, and transcripts for a period of three (3) years from the date of acceptance of certificate of completion. (In the event litigation, a claim or audit is begun before the expiration of the three-year period, said records shall be retained until all such actions or audit findings involving the records have been resolved.)
11. Equal Employment Opportunity. In the performance of this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or handicap. The **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder.
12. Indemnification. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any 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 there from, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

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.

Abrogation of Arizona Revised Statutes Section 34-226: In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, 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 resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts

CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **TOWN OF GUADALUPE**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph. The scope of this indemnification does not extend to the sole negligence of the **TOWN OF GUADALUPE**.

13. **CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. minimum rating of A-. 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 Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **TOWN OF GUADALUPE**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **TOWN OF GUADALUPE**, and any insurance or self-insurance maintained by the **TOWN OF GUADALUPE** 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 the **TOWN OF GUADALUPE**.

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 the **TOWN OF GUADALUPE** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **TOWN OF GUADALUPE**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **TOWN OF GUADALUPE** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **TOWN OF GUADALUPE** shall not be obligated, however, to review such policies and/or endorsements 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 the **TOWN OF GUADALUPE'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- a. 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 Contract which coverage

will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, or 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 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's 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 the **CONTRACTOR'S** Commercial General Liability insurance.

- b. Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- c. Workers' Compensation. The **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, as well as 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. In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.
- d. Builders' Risk (Property) Insurance. The **CONTRACTOR** shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract 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 the **TOWN OF GUADALUPE** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the **TOWN OF GUADALUPE**, the **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by the **TOWN OF GUADALUPE**. For new construction projects, the **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy 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 Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'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 not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the **TOWN OF GUADALUPE**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be modified by an amendment to the Contract documents.

- e. Certificates Of Insurance. Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **TOWN OF GUADALUPE** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **TOWN OF GUADALUPE** fifteen (15) days prior to the expiration date.

- f. Cancellation And Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the TOWN OF GUADALUPE.

Building Permit Fees (\$6,108) will be waived as an in-kind contribution by the Town of Guadalupe.

Signature page follows

14. CONTRACT DOUMENTS: This Agreement includes the following exhibits incorporated herein by reference:

EXHIBIT "A": REQUEST FOR PROPOSALS

EXHIBIT "B": TSG CONSTRUCTORS, LLC PROPOSAL

EXHIBIT "C": CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

Exhibits A, B, and C are approximately 340 pages and are on file with the Town Clerk.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 7th day of April, 2022.

CONTRACTOR:

TSG CONSTRUCTORS, LLC
An Arizona limited liability corporation

By:

Title:

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, Esq.
FAITH, LEDYARD & FAITH, PLC
Town Attorney's

ABACUS

Abacus Project Management, Inc.
3030 N. Central Avenue, Suite 802
Phoenix, AZ 85012
800 518 0876
www.AbacusPM.com

March 18, 2022

C2022-16

Vince Gibbons
Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85283

Re: Town of Guadalupe - Council Chambers Remodel - Proposal for Cost Estimating Services and SOV Review

Dear Vince,

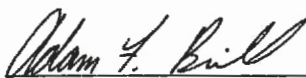
This letter will confirm the request by the **Town of Guadalupe** ("Client") for **Abacus Project Management, Inc.** ("APM") to provide Cost Estimating and shall constitute the entire agreement between Client and APM therefore ("Letter Agreement").

The applicable rates and/or fees for this Work and any additional commercial terms of this Letter Agreement are found in the attached Exhibit A.

The remaining terms of this Letter Agreement are found in the Provisions of Agreement attached here as Exhibit B and incorporated into this Letter Agreement by reference.

We look forward to the opportunity to work with you on this matter, and we appreciate our continuing professional association with your town.

Sincerely,



Adam Brill
Principal

ABACUS

Accepted by


Signature For: Town of Guadalupe

Jeff Kunkat
Printed Name

Town Manager 3/21/2022
Title Date

Attachments:

- Exhibit A – Commercial Terms
- Exhibit B – Provision of Agreement

ABACUS

Exhibit A

Understanding of Project

The Town of Guadalupe is seeking a review of each line item within the Schedule of Values for the Council Chambers Project to be used as part of a bid analysis. In addition to the review of the SOVs, ToG has requested a cost estimate for the Audio/Video Systems to be used as part of an overall Construction Budget. The Project consists of 2 portions of Level 1 of the Town Hall Building, including but not limited to Architectural, Mechanical, Electrical, Plumbing, and Audio/Video upgrades.

The delivery method for this project is hard bid, however the total project and construction budget is unknown at this time.

Our assumptions for this fee proposal are based on the construction documents provide via e-mail from Vince Gibbons (representing Town of Guadalupe), received on March 3, 2022 and the Schedule of Values provided via email from Mr. Gibbons on March 17, 2022

Approach

100% Construction Documents Estimate (Audio/Video Only):

Based on the receipt of 100% Construction Documents from the Town of Guadalupe, Abacus would review documents to familiarize ourselves with the intent and level of completion. Once this review is complete, we would develop a 100% Construction Documents level Cost Estimate reflective of the level of detail in the documents of the Audio-Video portion of Work only. Our estimating methodology will involve detailed area and quantity take-offs and appropriate unit costs.

- Deliverable will be a complete 100% Construction Documents level Cost Estimate of the Audio/Video System in a format acceptable to Client.

Review of Schedule of Values:

Based on receipt of the SOVs from the Town of Guadalupe and current material pricing, labor, equipment rates, etc., Abacus would provide a review in the form of % comparable to the current market for each value line item.

Schedule:

Abacus would require 10 business days from the date of receipt of our signed proposal, or a formal NTP, and all required drawings and specifications for the project to complete each of our phased cost estimates.

ABACUS

Proposed Lump Sum Fees:

- 100% Construction Documents Audio-Video Estimate and SOV review:

\$4,318

Reimbursable Expenses:

- Printing – To be billed at cost plus 15% multiplier
- Mileage will be billed at \$0.58 per mile traveled if requested

Hourly Rates:

| | |
|---------------------------------------|----------|
| ▪ Principal | \$203.67 |
| ▪ Project Director | \$181.40 |
| ▪ Sr. Project Manager | \$170.79 |
| ▪ Project Manager | \$160.18 |
| ▪ Asst. Project Manager | \$146.39 |
| ▪ Sr. Cost Estimator | \$165.48 |
| ▪ Cost Estimator (includes MEP) | \$149.57 |
| ▪ Planner/Scheduler | \$160.18 |
| ▪ Administrative Asst I | \$71.07 |
| ▪ Administrative Asst II | \$76.38 |
| ▪ Special Consultants Cost | + 15% |

Personnel:

Abacus will assign Dan Ergle, Sr. Cost Estimator as the Cost Estimating Lead Resource. Pat Keller, Asst. Cost Estimator will be the Point of Contact for Abacus, supported by Adam Brill, Principal and Christy McLean, Project Coordinator.

Additional Services:

If applicable, the following would be considered Additional Services:

- Providing additional estimates beyond those outlined above
- Alternates
- Value Engineering and Reconciliation with Contractor
- Change Order Reviews during Construction
- FF&E
- Estimating of redesign or re-engineering
- Estimating additional options or schemes
- Additional Meetings - up to 4-hours for Online Meetings / Conference Calls budgeted in our fee
- Site Visits

No Additional Services would be incurred without both parties first reaching written agreement.

ABACUS

Exhibit B

Provisions of Agreement

1. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified by the Payment Terms on the face of this agreement. Invoices shall be approved by Client and forwarded for payment to the appropriate parties in a timely manner. If invoices will be paid by an insurance company, Client shall advise APM of the name of the insurance carrier(s) and claim numbers(s). The failure of an insurer or the party represented by Client to make payment does not relieve Client of the duty to make timely payment to APM. If Client fails to pay APM within thirty (30) days after invoices are due in accordance with Payment Terms, Client agrees that APM shall have the right, but not the obligation, to consider such default in payment a material breach of this entire agreement, and, upon written notice by APM to Client, the duties, obligations, and responsibilities of APM under this agreement may be immediately suspended or terminated. Notice shall be deemed delivered: (i) same-day when made by email or other electronic communication, (ii) day of scheduled delivery when made by private carrier (e.g., FedEx, DHL, UPS, courier), or (iii) two business days following the postmark date of any item delivered by the U.S. Postal Service. In such event, Client shall promptly pay APM for all fees, charges, and services provided by APM. The failure of any third party to make payment to Client shall not relieve Client of its duty to make payment to APM.
2. Client agrees that the periodic billings from APM to Client will be deemed to be correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies APM in writing of alleged inaccuracies, discrepancies, or errors in billing.
3. In the event that the duration of this agreement extends into the following calendar year, APM may increase its hourly rates to its new fee schedule in the new year, provided that the percentage increase shall not be more than ten (10) percent. The adjusted fee schedule shall be applied to all remaining compensation under this agreement. Similar adjustments may be made annually thereafter.
4. Client shall pay the costs of testing fees, investigatory costs, applicable taxes on professional services, blueprints and other reproduction, messenger services, postage, mileage and travel (portal to portal), and all other reimbursable charges incurred by APM on behalf of Client and not otherwise specifically covered by the terms of this agreement.
5. This agreement is mutually terminable by either Client or APM without cause, upon giving of thirty (30) days written notice to the other party. Notice shall be deemed delivered in the same manner as described in Paragraph 1. In the event of termination by either party, Client shall promptly pay APM for all fees, charges, and services provided by APM to the date of termination.
6. Client acknowledges that the services performed pursuant to this agreement may be based upon observations of conditions existing at the time these services are performed. Client further acknowledges that field and other conditions may subsequently change, and that additional clarification, adjustments, modifications, or other changes of APM's work may be necessary to reflect the changed field or other conditions.
7. APM makes no warranty, either expressed or implied, or guarantees as to its findings, recommendations, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance. For a Project in which Client is a party to a lawsuit, hearing, or other proceeding pursuant to which APM or any of its employees have been retained as expert witnesses or any other form of outside consultants, Client specifically acknowledges and accepts that APM does not guarantee to discover in the course of its work every issue which may exist

ABACUS

in the Project, and APM warrants that it will, subject to limitations by Client of APM's fees or access to the Project, perform an investigation of the Project in accordance with generally accepted standards of practice in an effort to develop a comprehensive opinion within APM's area of expertise.

8. In the event that APM is engaged by Client for the provision of services relative to potential litigation, hearing, or other form of dispute resolution to which Client is a party, Client acknowledges that APM neither warrants the outcome of said proceeding nor agrees to defend or indemnify Client against any claim or outcome arising from the proceeding or from APM's services.
9. Client acknowledges that APM is not responsible for the performance of work by third parties including, but not limited to, other consultants and any construction contractors or subcontractors employed by Client for investigation or remediation.
10. Client agrees to limit the liability of APM, its principals, employees, and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$25,000 or APM's fee, whichever is less.
11. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, APM shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
12. This Agreement and its performance shall in all respects be governed by and construed in accordance with the laws of the State of Arizona.

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to its attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

Any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement, or the breach, termination or validity thereof, shall be settled by arbitration. The arbitration shall be conducted by three (3) arbitrators, one acting as President of the Tribunal, in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The seat (situs) of the arbitration shall be Phoenix, Arizona, and the arbitration law (lex arbitri) of Arizona shall govern the arbitration. The hearing shall be conducted in Phoenix, Arizona, and it shall be conducted in the English language. The arbitration award shall be in writing, state the reasons for the award, and be final and binding on the Parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

13. To the fullest extent permitted by law, Client shall, at its sole expense, defend, indemnify and hold harmless APM, its owner, and/or their respective employees from and against any and all claims, suits, disputes, legal actions, fines, compensation, costs (including attorneys' fees), charges and expenses of any nature in relation to or arising out of APM's provision of the services referenced in this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property and (ii) is caused in whole or in part by any

ABACUS

negligent act or omission of Client or any other contractor or agent retained by Client.

If APM is engaged by Client for the provision of services relative to any type of residential property, including without limitation apartments, condominiums, hotel/motel, assisted living, or student housing/dormitories, Client will either: (a) procure an owner-controlled insurance program (“OCIP” or “Wrap-Up”) which shall provide, at a minimum, commercial general liability coverage, and shall enroll APM in such program; or (b) where permitted by law, ensure that Client’s policies (including specifically Client’s commercial general liability policy) be endorsed to include additional insured coverage for APM. Either form of insurance shall either be on an occurrence basis or, if on a claims-made basis, be continued in full force and effect until the expiration of the applicable statute of repose. Further, if at any time prior to the expiration of the applicable statute of repose, Client undertakes to convert any residential properties to condominiums or townhouses/townhomes, and if neither of conditions (a) and (b) above have been satisfied, Client shall defend, indemnify and hold harmless APM et al. in accordance with the above paragraph, with the additional provisions that (y) such obligations apply additionally with regard to any claim, damage, loss or expense attributable to personal and advertising injury and (z) regardless of whether such claim, damage, loss or expense is caused in whole or in part by APM.

14. APM shall not be liable to Client under this Agreement or otherwise for loss of use, loss of profits, or other consequential, indirect or incidental damages.
15. These Provisions of Agreement shall be incorporated into any subsequent agreement between the parties related to the scope of work described in the Letter Agreement. These Provisions of Agreement may only be modified, supplemented, reduced, or removed in any such subsequent agreement in the sole discretion of APM. In the event that no further written agreement between APM and Client, these Provisions of Agreement, together with the Letter Agreement to which they are attached and the pricing and scope terms attached as Annex A shall constitute the complete agreement of the Parties.
16. In the event of a change in the scope of work for the project is required which results in a subsequent change in the character of the services provided by APM and which increases or decreases the cost of APM's performance, the Parties will negotiate in good faith an Amendment of this Agreement. Any addition, modification, or deletion to the project, scope and/or compensation, may be made pursuant to the written agreement of the Parties. It is expressly understood that all changes, modifications, or additions to this Agreement must be made in writing and any work or materials furnished by either Party without compliance to the terms of this Agreement will be done at the Party’s own risk, cost, and expense.

**TOWN OF GUADALUPE
AGREEMENT FOR DESIGN-BUILD OUTDOOR LED MARQUEE SIGN**

C2022-13

THIS AGREEMENT made and entered into, by and between the **TOWN OF GUADALUPE** (“Town”), an Arizona municipal corporation, and **SUMMIT WEST SIGNS** (“Contractor”), an Arizona corporation, who shall be collectively referenced to as the “Parties”, or individually as a “Party”.

WHEREAS it is necessary that the **Town of Guadalupe** and **Summit West Signs** enter into an **AGREEMENT** for the design and construction of an outdoor LED marquee sign to be built on Town property.

AGREEMENT TERM: This **AGREEMENT** shall take effect as of the date of execution by the **Town** and shall be in effect until December 31, 2022.

NOW, THEREFORE, the parties do hereby agree as follows:

- A. On March 11, 2021, the American Rescue Plan Act (“ARP Act”) was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the “CSLFRF”), which included nineteen (19) billion dollars for tribal governments to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 in tribal communities, on tribal residents, and on tribal businesses.
- B. The Town has received a portion of these funds from the Pascua Yaqui Tribe, in order to respond to the public health emergency and its negative impacts and make necessary investments in order to support the health of the residents of the Town.
- C. The Town seeks to improve their communication with residents and visitors regarding the COVID-19 pandemic, the status and the actions being taken to protect its residents.
- D. The Town administered a Request for Proposals (RFP) process as part of a fair and open procurement process to select a contractor to design and construction of an outdoor LED marquee sign on Town property to communicate the status of the pandemic and actions being taken.
- E. The Contractor has responded to the Town’s Request for Proposal in which the Contractor asserts its willingness, ability, and qualifications to provide this work and service (hereinafter referred to as the “Work”).
- F. Town and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

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. **AMOUNT AND NATURE OF ASSISTANCE BY THE TOWN:**
 - a. Subject to all of the terms, covenants and conditions of this Agreement, the TOWN will provide an amount not to exceed \$85,000.00 of the CSLFRF funds provided by the Pascua Yaqui Tribe, to design and build the

marquee sign as described in the Scope of Work as outlined by the Proposal submitted by the Contractor (Exhibit A) in response to the Town's RFP (Exhibit B).

- b. The CONTRACTOR specifically agrees to be responsible for all sums in excess of the funds provided by the Town necessary to design and build the marquee sign.
- c. The Town will issue a Notice to Proceed (NTP) to the Contractor once the final design, price and schedule is agreed upon. The Town will not be responsible for any expenses incurred or work done before the NTP is issued.

2. CONTRACT TERM: The Term of this Agreement shall be performed from March 24, 2022, through December 31, 2022..

3. PRICE: The Town will disburse portions of the available funds in such amounts and increments as may be approved by the Town to reimburse the Contractor for expenses reflected in the approved included in the Contractor's Proposal (Exhibit B).

- a. Reimbursements will be made upon submission by the Contractor of proper invoices and supporting documentation, as required by the Town in its reasonable discretion.
- b. The budget may not be amended or supplemented without the prior written consent of the Town.

4. PERFORMANCE REPORTS; WORK CONFERENCES; HMIS ENTRIES:

- a. The Contractor will prepare and submit monthly performance reports, and other reports and records as may be required by the Town which will summarize data and operation of the Program.
- b. The Contractor's project manager or key personnel will attend work conferences and other meetings as may be required by the Town.

5. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of services retain the 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 the Town for the acts and omissions of its employees.

6. INDEMNIFICATION: To the fullest extent of the 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 arts, 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 a Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or Services Contractor may be legally liable.

7. ENFORCED DELAYS (FORCE MAJUERE): 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 dispute, 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 Work. 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 Work. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of any such Enforced Delay, the time or times of performance of the obligations or the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of such 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.

8. 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 term or condition of 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.
9. 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 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 without the previous written consent of Town.
10. 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 notice.
11. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.
12. RIGHTS AND REMEDIES: The duties and obligations imposed by the Agreement documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, right 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 duly afforded any of them under the Agreement, 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.
13. 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. That said, the agreed upon scope of work, or solution to the stated technology issue, will be completed within the initial term of the Agreement.

14. ENTIRE AGREEMENT: This Agreement and any Exhibits represent the entire Agreement between the Town and Contractor and supersede all prior negotiations, representations, or agreements, either express or implied, written or oral. It is mutually 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 inconsistency shall be resolved, if possible, by construing the provisions as mutually complimentary and supplementary.
15. SEVERABILITY: Town and Contractor each believe that the execution, delivery, and performance of this Agreement are following 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.
16. SUCCESSORS & ASSIGNS: Town and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to their 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.
17. 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.
18. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by, the Town in accordance with the provisions of A.R.S. §38-511.
19. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§35-393 through 35-903.03, 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.
20. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the Americans 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.

21. CONTRACT DOCUMENTS: This Agreement includes the following exhibits incorporated herein by reference:

EXHIBIT "A": REQUEST FOR PROPOSALS

EXHIBIT "B": REVISED SUMMIT WEST SIGNS PROPOSAL

EXHIBIT "C": SUMMIT WEST SIGNS PROPOSAL

EXHIBIT "D": CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

Exhibits A, B, C, & D, are 69 pages and are on file with the Town Clerk.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 7th day of April, 2022.

CONTRACTOR:

Summit West Signs
An Arizona corporation

By:
Title:

TOWN:

TOWN OF GUADALUPE
An Arizona municipal corporation

By: Valerie Molina
Title: Mayor

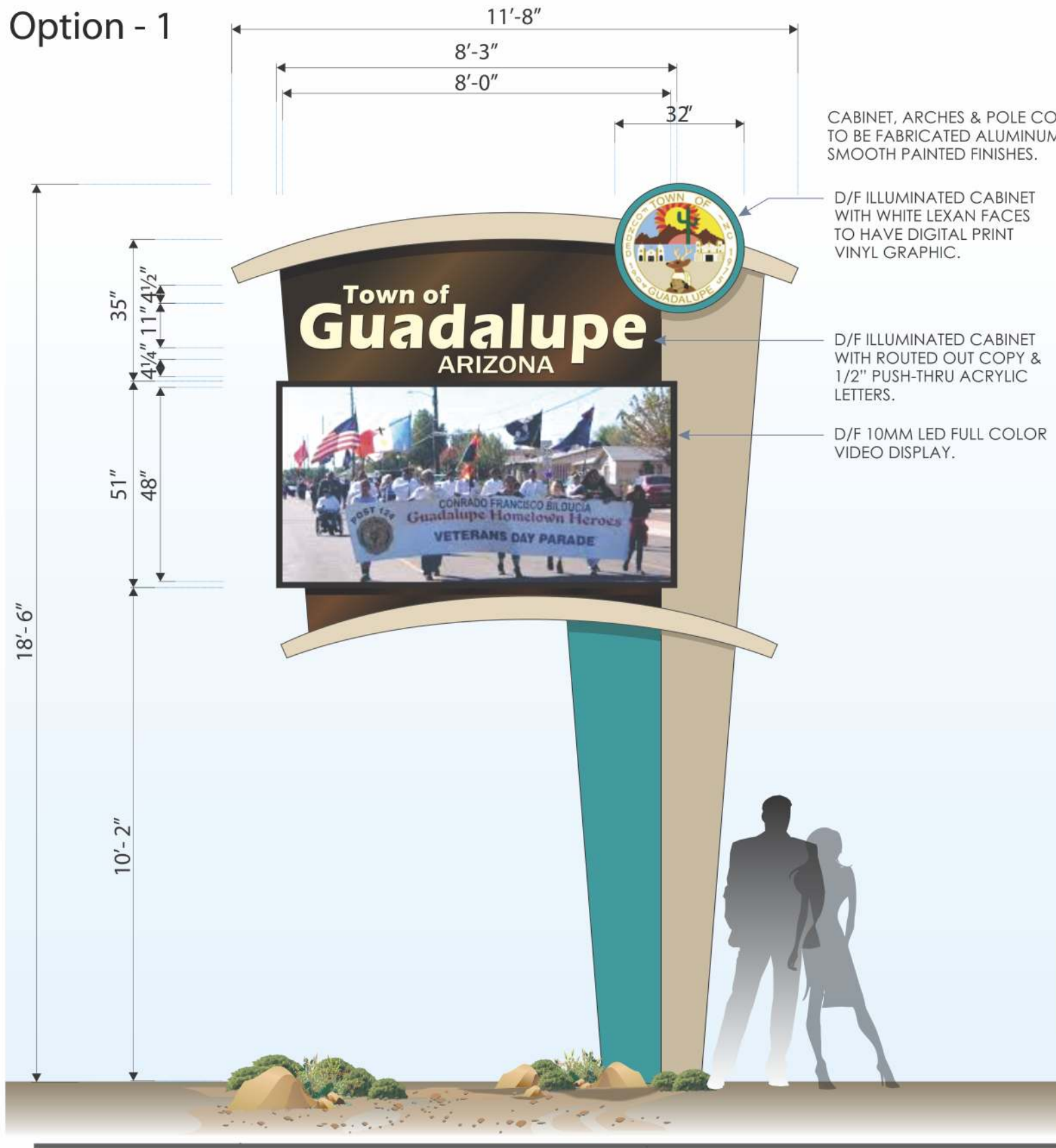
ATTEST:

Jeff Kulaga
Town Manager / Clerk

APPROVED AS TO FORM:

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH PLC
Town Attorney's

Option - 1



COLOR SCHEDULE:
 ■ MP BRONZE ■ MP TURQUOISE

SPECIFICATIONS:
 MANUFACTURE AND INSTALL ONE NEW D/F ILLUMINATED EMC PYLON SIGN.

D/F ILLUMINATED EMC PYLON SIGN

3/8" = 1'-0"



CLIENT: Town of Guadalupe AZ
 ADDRESS: 9241 S. Avenida Del Yaqui
 CITY/STATE: Guadalupe, AZ 85283

DRAWING: 220141-01_City of Guadalupe AZ

SALES REP: Mike LaPorte

EMAIL: Mike@summitwestsigns.com



DATE:

PROOF OK AS IS
 PROCEED WITH CHANGES AS MARKED

Your signature acknowledges full approval of design layout and content, releasing SummitWest Signs from responsibility in regard to incorrect information and design. All colors, sizes, positions and specifications shown on this page are artistic concepts only and may vary as needed to facilitate fabrication and installation. Final colors will be matched as close as possible. Slight color variances are inevitable due to materials used and variations in color adjustments between computer monitor and individual desktop printers. All designs are the sole property of SummitWest Signs, are copyright 2015-2016 and may not be reproduced or used in any way without the written permission and consent of the copyright holder. Violators may be prosecuted.

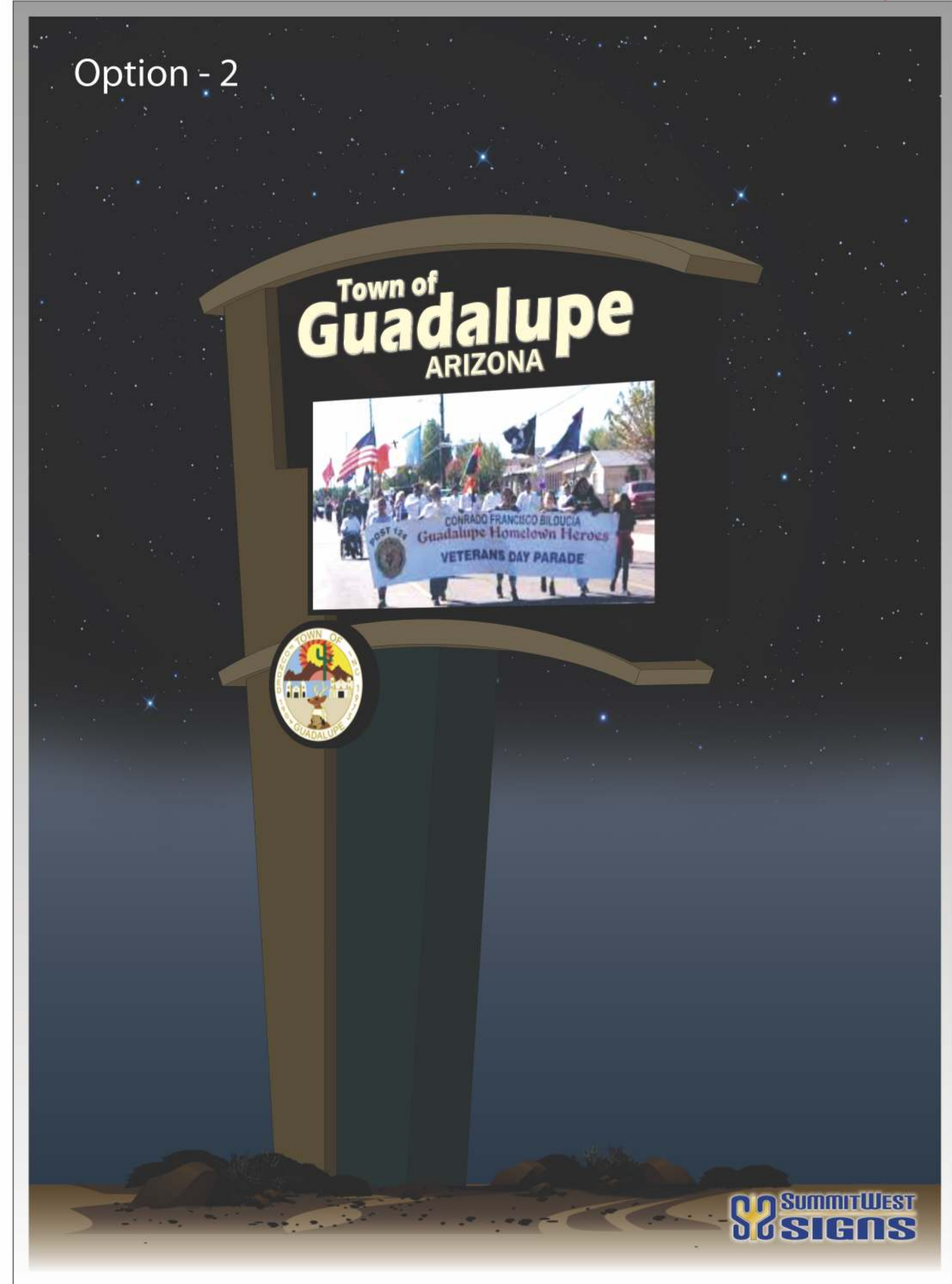
DESIGNER: JC
 DATE: 02/20/2022
 PAGE 1

220141

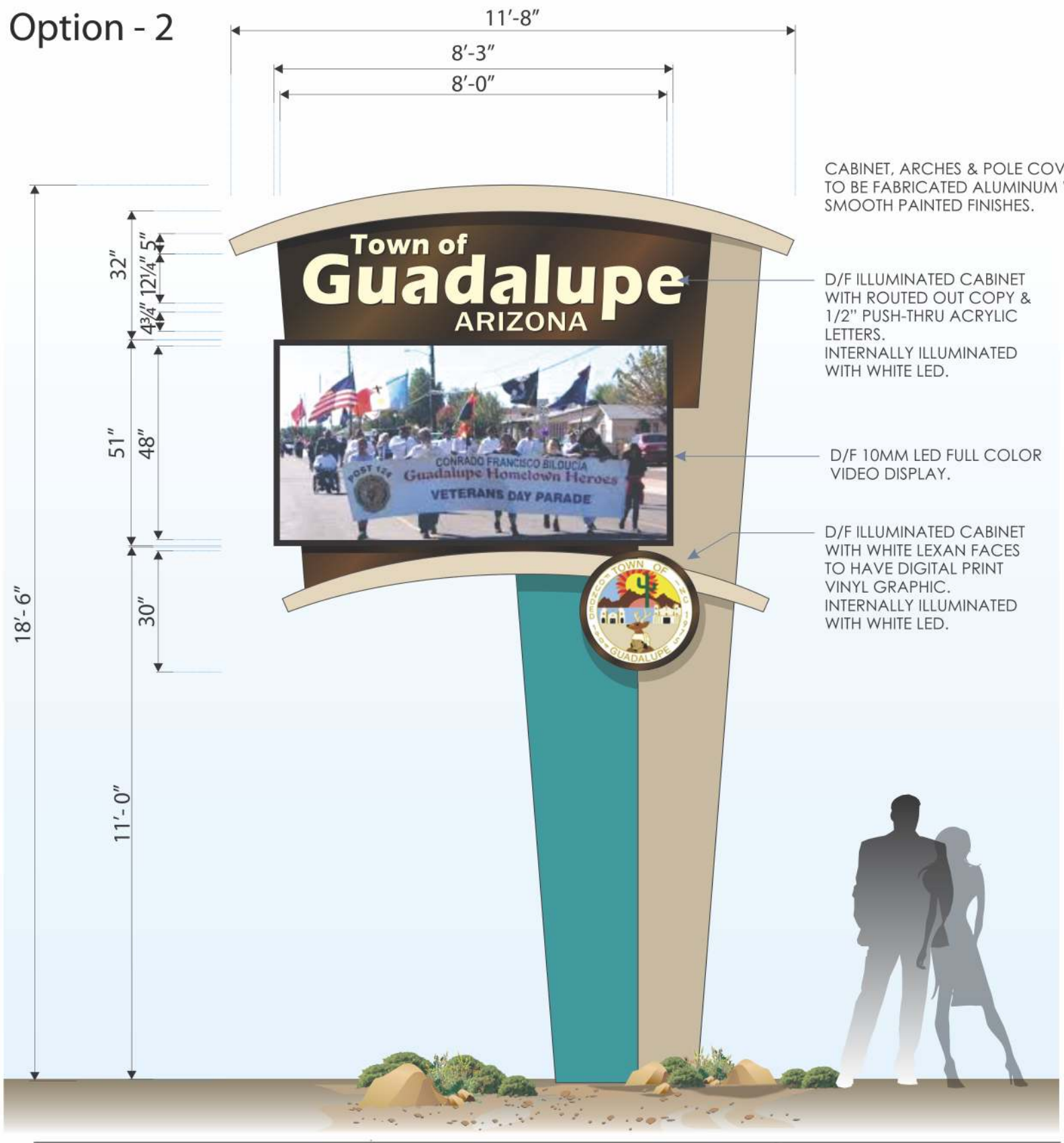
Option - 1



Option - 2



Option - 2



COLOR SCHEDULE:

- MP BRONZE
- MP TURQUOISE

SPECIFICATIONS:

MANUFACTURE AND INSTALL ONE NEW D/F ILLUMINATED EMC PYLON SIGN.

D/F ILLUMINATED EMC PYLON SIGN



CLIENT: Town of Guadalupe AZ
ADDRESS: 9241 S. Avenida Del Yaqui
CITY/STATE: Guadalupe, AZ 85283

DRAWING: 220141-01_City of Guadalupe AZ

SALES REP: Mike LaPorte

EMAIL: Mike@summitwestsigns.com



DATE:

- PROOF OK AS IS
- PROCEED WITH CHANGES AS MARKED

Your signature acknowledges full approval of design layout and content, releasing SummitWest Signs from responsibility in regard to incorrect information and design. All colors, sizes, positions and specifications shown on this page are artistic concepts only and may vary as needed to facilitate fabrication and installation. Final colors will be matched as close as possible. Slight color variances are inevitable due to materials used and variations in color adjustments between computer monitor and individual desktop printers. All designs are the sole property of SummitWest Signs, are © copyright 2015-2016 and may not be reproduced or used in any way without the written permission and consent of the copyright holder. Violators may be prosecuted.

DESIGNER: JC
DATE: 02/20/2022
PAGE: 2

220141

March 31, 2022

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

Email: jdrury@guadalupeaz.org

C2022-15

Project Description

Town Hall Roofing Project
9241 S. Avenida Del Yaqui
Guadalupe, AZ 85238

This proposal is between Town of Guadalupe (“Client”) and WRECORP (Western Roof Evaluation Corporation) (“Consultant”) to set forth and further define the Scope of Services for the project generally referred to as Roof Consulting. If accepted this document shall form an agreement between the client and the consultant.

Client and Consultant, have defined the Scope of Services as follows:

Examination for Design Fee: \$2,960.00

- Examine existing roof to determine the detailing needed for the specification, scope of work and construction details.
- Take photographs to be used in construction details.

Design Fee: \$6,670.00

- Create a specification, scope of work and construction details.
- Create a bid packet to issue to bidding contractors.
- Conduct a pre-bid meeting with client and contractors.
- Assist client with review of bids.

Quality Assurance Fee: \$19,471.00

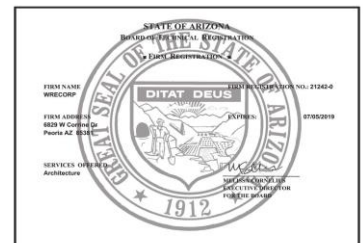
- Review submittals from contractor.
- Conduct a pre-roofing meeting with client and contractor.
- Provide quality assurance inspections twice a week during construction. (review of pay applications)
- Conduct a punch list inspection. (multiple punch list due to different SOW)
- Conduct a close out inspection. (multiple close outs due to different SOW and review of warranty documents)

Fees: \$29,101.00

Proposal is valid for 90 days. Compensation for services and terms of payment shall be as follows: Due within 30 days of date on invoice.

WRECORP (Western Roof Evaluation Corporation)

6829 W. Corrine Drive, Peoria, AZ 85381
(623) 878-7117 / info@wrecorp.com



Limitations on Consultant's Responsibility, Indemnity & Insurance

Client acknowledges that Consultant is performing professional service on behalf of Client and in the event claims, losses, damages or expenses are caused by the negligence of Contractor or Client or both, Client agrees to indemnify and hold harmless Consultant, and Consultant's officers, employees, agents and representatives, from and against liability for all Professional Liability claims, losses, damages and expenses whether or not insured, including reasonable attorney's fees.

If acceptable please sign, date and return to WRECORP (Signed proposal represents a signed contract)

WRECORP (Western Roof Evaluation Corporation)

Consultant

By: Jerry L. Brown 3/31/2022
Signature in ink Date

Name: Jerry L. Brown
Title: President

Owner

By: _____
Signature in ink Date

Name: _____
Title: _____



Town Hall. Page 52

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

Project: Town Hall Roof Assessment
9241 S. Avenida Del Yaqui
Guadalupe, AZ 85283

Inspection Date: 12-30-19

Inspector: Randy Surls

WRECORP was retained to inspect the flat roof and tile roof systems at above listed address. This report contains WRECORP's preliminary opinions on the existing conditions found at the time of inspection.

All opinions, conclusions and/or recommendations within this report are subject to change in the event that any additional information is discovered or brought to the attention of WRECORP.

Industry standards used: NRCA (National Roofing Contractors Association), and Industry Standards.

Summary:

The structure was built in 2000. The building consists of wood framed walls with EIFS. The roof structure is wood framing members with a plywood deck. The existing roof systems are the original roofs systems.

Flat Roof Sections 1-3: Consist of a 3 ply BUR roof system over a plywood deck with hypalon base flashings. Roof 1 is experiencing reoccurring leaks adjacent to mechanical units above the library. Repairs have been made by facilities. It appears most leaks are adjacent to mechanical units and penetrations. The roof system is a good candidate for restoration at this time to extend the useful life of the roof system.

Flat Roof Sections 4 & 5 Structures are wood framed awnings consisting of surface mounted fastened of the mineral cap sheet over a base sheet. Leaks are occurring at the transitions to the adjacent walls due to improper/missing flashings. Exposed fasteners are backing out and will continue to back out. This type of roof system is not maintainable.

Tile Roof Sections 6-12: Consist of Eagle concrete S tile over 40# asphalt underlayment. Venting was noted at the eaves of all tile roof sections but no venting noted at the upper portions of the roof. (ridges & headwalls) This will result in premature aging of the underlayment. Underlayment is brittle and at the end of useful life. Leaks are occurring beneath tile roof section 9.

EIFS Parapets: Existing EIFS parapets have systemic locations of damage on the horizontal surface and at the interior corners. This may allow moisture into the structure.

RESOLUTION NO. R2022.16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE TOWN OF GUADALUPE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (AGREEMENT) WITH THE WITH MARICOPA COUNTY ANIMAL CARE AND CONTROL FOR THE PROVISION OF ANIMAL CONTROL SERVICES; AND, AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN ALL NECESSARY DOCUMENTS IN FURTHERANCE OF THIS AGREEMENT.

WHEREAS, The COUNTY maintains facilities, equipment, and trained personnel for provision of animal control services.

WHEREAS, The County is authorized to enter into this Agreement by A.R.S. § § 11-201, 11-952, 11-1005;

WHEREAS, The Town of Guadalupe is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

WHEREAS, The TOWN is in need of the animal control services and desires to enter into this Agreement with the County for Basic animal control services.

WHEREAS, TOWN and COUNTY desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the Services.

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

The Town of Guadalupe Mayor, or designee, is authorized to sign an Intergovernmental Agreement with Maricopa County Animal Control for the provision of animal control services. (Contract #C2022-17)

DATED, this 7th day of April, 2022.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Clerk / Manager

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH PLC
Town Attorney's

C2022-17
INTERGOVERNMENTAL AGREEMENT
MARICOPA COUNTY ANIMAL CONTROL SERVICES
BETWEEN
MARICOPA COUNTY
[Administered by its Animal Care & Control Department]
and
THE TOWN OF GUADALUPE

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) for Animal Control Services is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (“MCACC”) (collectively referred to as “County”), and the **TOWN OF GUADALUPE** (“Town”), a municipal corporation of the State of Arizona. The County and Town are collectively referred to as “Parties” and individually as “Party.” In consideration of the following, the Parties agree as follows:

1.0 PURPOSE: The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities regarding the County’s provision of Animal Control Services to the Town. The Town needs Animal Control Services and desires to enter into this Agreement with the County to appoint the County as the statutory Enforcement Agent for the City to administer Animal Control Services, as defined in this Agreement.

2.0 AUTHORITY

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-952 and 11-1013 authorize the County and Town, as public agencies, to enter IGAs for joint cooperative action, which includes animal control services;
- 2.2 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances;
- 2.3 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorize the Board of Supervisors to contract with the Town to enforce the provisions of any Town ordinance enacted for the control of dogs if the provisions are not specific to breed;
- 2.4 A.R.S. § 11-201(A) authorizes the Board of Supervisors (“BOS”) to act on behalf of the County;

2.5 Pursuant to A.R.S. § 11-1005(A)(1), the BOS has designated MCACC as the “County enforcement agent” to perform animal control services. A.R.S. § 11-1007 authorizes the County enforcement agent to carry out its duties; and,

2.6 Town of Guadalupe Code of Ordinances, Chapter 90: Animals Generally.

3.0 TERM: This Agreement is effective on July 1, 2022 (“Effective Date”) and terminates on June 30, 2027 (collectively, “Term”).

4.0 RENEWAL: The Parties may renew this Agreement up to two successive twelve-month terms/as many times as desirable, but each extension may not exceed the duration of the Term (“Renewal”).

5.0 AMENDMENTS: Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by authorized signers for Parties. The Parties may renew or amend this Agreement upon the mutual written agreement signed by authorized signers for the Parties.

6.0 DEFINITIONS

6.1 The Definitions at A.R.S. § 11-1001 and Town Code § Chapter 90 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and Town definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.

6.2 **Aggressive Dog:** Any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.

6.3 **Animal:** Refers to dogs but may also include cats that have bitten a human.

6.4 **Animal At-Large:** A dog that is not contained by an enclosure or physically restrained by a leash.

6.5 **Animal Control Ordinance:** Laws set forth by A.R.S. Title 11, ordinances adopted by Maricopa County for unincorporated Maricopa County, and ordinances adopted by Town contracted with County to provide Animal Control Services.

6.6 **Animal Control Facilities:** Refers to the County Animal Pounds established pursuant to A.R.S. § 11-1013.

6.7 **Animal Control Services:** Services provided by County that have been contracted and approved by the Town and the County. Animal Control Services includes the following services performed within the response periods prescribed in Appendix B:

6.7.1 control or impound of Animals (dogs) At-Large;

6.7.2 enforcement of licensing and rabies vaccination laws and ordinances; and

6.7.3 rabies surveillance and impound of Animals who have bitten a human.

6.8 **Bite Animal At-Large:** An Animal that has bitten a human.

- 6.9 **Confined Stray:** Any dog that has been found roaming at large and the primary finder has taken into their private home or business for the purpose of confinement at the County Pound.
- 6.10 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.
- 6.11 **Domestic Animal:** As defined at A.R.S. § 11-251(47), an animal kept as a pet and not primarily for economic purposes.
- 6.12 **Enforcement Agent:** As defined at A.R.S. § 11-1001(4), the person in each County who is responsible for the enforcement of the animal control statutes and any rules adopted pursuant to those statutes.
- 6.13 **Limited Operation Hours:** Refers to the hours of 5 p.m. to 10 p.m. seven (7) days a week except County Observed Holidays. Restricted access available to police and fire needing assistance with Priority 1 activities. Not intended for general public access. Communication police line is direct service dispatcher to dispatcher.
- 6.14 **Normal Hours of Operation:** Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.
- 6.15 **Owner:** As defined in A.R.S. § 11-1001(10), any person keeping an animal other than livestock for more than six consecutive days.
- 6.16 **Priority 1 Dispatch:** Request for service from the police or fire departments or calls from the public involving a Bite Animal At-Large.
- 6.17 **Priority 2 Dispatch:** Request for service involving an Animal At-Large on school property while school is in session, Aggressive Dog(s), or, if the dog is reported to have any type of injury or sickness, Stray Dogs in imminent harm. May include lower level calls for service that require immediate attention based on the situation.
- 6.18 **Priority 3 Dispatch:** Request for service to impound stray dogs confined by the primary finder, at a private home or business or bite cases that have not just occurred to investigate and/or advise quarantine.
- 6.19 **Priority 4 Dispatch:** Request for service to enforce license or leash laws. The location of the dog and dog owner is known, and a violation witnessed and reported for investigation of leash law.
- 6.20 **Primary Finder:** Person who has located and confined a stray dog and has taken the dog into their private home or business for purposes of confinement at County Animal Control Facilities.
- 6.21 **Response Time:** The time within which the County will respond to a call for service which varies based on the time of the call and the priority assigned to the call.
- 6.22 **Stray Dog:** Means any dog three months of age or older running at-large that is not wearing a valid license tag.

- 6.23 **Sick or Injured:** A stray dog which has been reported to have some type of injury or suffering from some type of illness. This can include but is not limited to hit by a car, limping, suffering from heat related issues.
- 6.24 **Third Party:** A person or group, not under contract with the County or other municipality, that receives from the primary finder, traps, picks up, and/or confines for any period of time, Animals from another. For example, veterinarians and citizen groups who receive Animals from others are Third Parties under this Agreement. Businesses contracted by government jurisdictions to provide Animal Control Services are not Third Parties under this Agreement.

7.0 COUNTY RESPONSIBILITIES

The County agrees to:

- 7.1 Provide Animal Control Services to the Town, as defined and further prescribed in Appendix B.
- 7.2 Submit invoices quarterly for Animal Control Services provided.
- 7.3 If the Town changes its ordinance, the County may at its option, decline to enforce the changes to the ordinance or enter a written amendment adding enforcement of such changes, which may include modification of service and additional payment terms.

8.0 TOWN RESPONSIBILITIES

The Town agrees to:

- 8.1 Pay the County for Animal Control Services performed under this Agreement in accordance with Appendix A of this Agreement. The Town will submit payment to County within thirty (30) days of receiving an invoice.
- 8.2 Notify the County of Town ordinance changes no later than 90 days prior to the effective date of the change.

9.0 RECORDS

- 9.1 At minimum, the Parties shall keep the following records under this Agreement (“Records”):
 - 9.1.1 Intake counts;
 - 9.1.2 Electronic impound records;
 - 9.1.3 Documentation of Town attempts to return Animal to owner;
 - 9.1.4 All documentation related to dog licenses;
 - 9.1.5 All documentation related to rabies;
 - 9.1.6 All documentation related to Immigration, E-Verify, and compliance with paragraph 20 of this Agreement; and
 - 9.1.7 Any other books, accounts, reports, files, or other documents related to this Agreement required under law.

- 9.2 The Town will have access to County dog licensing data through a web portal, calls to the animal control facility, and by email.
- 9.3 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain records in accordance with the County Records Management policy, A2101. The Town shall retain records in accordance with the records retention schedules set forth by the Arizona State Library, Archives, & Public Records.
- 9.4 The Parties waive their respective public records procedure for obtaining Records, including when using the web portal, phone calls, or emails for licensing data.
- 9.5 The Parties shall have full access to, and the right to examine, copy, and make use of, all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.

10.0 REPORTING: The County shall provide the Town with quarterly routine statistical and/or management reports which provide the following information: the number of calls, the date and time the call was received, incident address or area, descriptor (stray/dangerous), and disposition of the call concerning the services provided pursuant to this Agreement.

11.0 FINANCING: The Town will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendices A and B to this Agreement.

12.0 NON-APPROPRIATION: Notwithstanding any other provision in this Agreement, every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to the Town or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.

13.0 AUDITS

- 13.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 13.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.

- 13.3 The owner of the Records shall produce the requested Records in accordance with this Agreement.
- 13.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 14.0.

14.0 NOTICE: Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:

MARICOPA COUNTY

Maricopa County Animal Care & Control
Shelter and Field Operations
c/o Al Aguinaga
2500 S 27th Avenue
Phoenix, AZ 85009
(602) 506-2766

TOWN OF GUADALUPE

Jeff Kulaga, Town Manager/Clerk
9241 South Avenida del Yaqui
Guadalupe, AZ 85283

cc:

Maricopa County Animal Care & Control
c/o Kristi McMahan
2500 S. 27th Avenue
Phoenix, AZ 85009
(602) 506-5100

15.0 TERMINATION

- 15.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice in compliance with the Notice requirements of this Agreement in section 14. The County may terminate the Agreement immediately upon discovery that the life, health, or safety of an animal or person is in jeopardy because of the actions or inaction of the Town. The failure of the Town to provide requested information on a bite incident, attack incident, and/or stray hold constitute[s] the jeopardy of life, health, and safety of an animal and person and is grounds for immediate termination.
- 15.2 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.

- 15.3 In the event of non-payment by Town, this Agreement shall terminate as of the date of last payment received and County obligations hereunder shall immediately cease.
- 15.4 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the property of the Town at the end of the hold period established by statute and will be governed by this Agreement.
- 16.0 INDEPENDENT CONTRACTOR:** The Town is an independent contractor, including the Town's employees, agents, and subcontractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.
- 17.0 SUBCONTRACTING:** The Town shall not subcontract or assign any responsibility or portion of this Agreement to a subcontractor without the prior, express, written consent of the County. The County reserves the right to reject a subcontractor if the County determines the subcontractor fails to comply with any term of this Agreement or if the County determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.
- 18.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any assignment in contravention of this provision shall be null and void.
- 19.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- 20.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect

the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.

21.0 INDEMNIFICATION: To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as “Indemnitee”), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys’ fees, claim processing) (collectively, “Claims”) arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. It is agreed that the Town will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the County or the Town in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

22.0 DISPUTE RESOLUTION: In the event a dispute under this Agreement arises between the Parties, the Parties will follow this process:

- 22.1 The Parties will meet and confer in person about the issue. The Parties will make their best efforts to reach a resolution at this meeting.
- 22.2 If the Parties are unable to resolve the conflict after the in-person meeting, within ten (10) business days after the meeting, the Party raising the issue shall prepare a written conflict report and deliver to the other/receiving Party for a response. The conflict report shall include, at minimum, a section summarizing relevant background, an issue statement, and a proposed solution. The receiving Party shall prepare and deliver a written response within ten (10) business days from the date of receipt of the conflict report.
- 22.3 If the Parties cannot resolve the issue after assessing the conflict report and response, the Parties shall once again meet and confer in person to discuss the conflict report and response and try to resolve the issue. The Parties shall make their best efforts to reach a resolution at this meeting.
- 22.4 If the Parties are still unable to reach a resolution, the Parties may seek resolution through mediation/arbitration. The Parties may provide the conflict report and response to the arbitrator to aid in resolution. The Parties shall select a mutually acceptable third-party as arbitrator. Each party shall bear its own arbitration fees, attorneys’ fees, and costs.

- 23.0 PARTIAL PERFORMANCE:** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.
- 24.0 FORCE MAJEURE:** Neither Party shall be responsible for delays or failures in performance resulting exclusively from unanticipated, unpreventable, uncontrollable, exceptional, and overwhelming events or acts. This includes acts or events of nature, such as fires, pandemics, floods, hurricanes, monsoons, tornadoes, or communication line or power failures; and, acts or events of people, such as riots, wars, and governmental regulations imposed after the fact.
- 25.0 INSURANCE:** The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.
- 26.0 APPLICABLE LAW:** Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.
- 27.0 VENUE; CHOICE OF LAW**
- 27.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.
- 27.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law. This Agreement shall be construed in accordance with the laws of the State of Arizona.
- 28.0 HEADINGS:** Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 29.0 ENTIRE AGREEMENT:** 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 of the Parties hereto.

IN WITNESS WHEREOF, the undersigned represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the Effective Date, as defined in Section 3.0 of this Agreement (Term):

MARICOPA County

TOWN OF GUADALUPE

By:

By:

Jack Sellers, Chairman
Maricopa County Board of Supervisors

Valerie Molina, Mayor
Town of Guadalupe

Date

Date: April 7, 2022

Attest:

Attest:

Juanita Garza, Clerk of the Board

Jeff Kulaga, Town Manager/Clerk
Town of Guadalupe

Date

Date: April 7, 2022

Approved as to Form:

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and Town of Guadalupe Code of Ordinances, Chapter 90: Animals Generally, and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and Town.

Karen Hartman-Tellez,
Maricopa County Deputy Attorney

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH PLC
Attorneys for Town of Guadalupe

Date

Date: April 7, 2022

APPENDIX A

COMPENSATION SCHEDULE FOR ANIMAL CONTROL SERVICES

1. County Service Level: Animal Control Services
2. Service Cost for Initial Term: \$31,343

For the initial year of this Agreement, the Town agrees to pay the County \$31,343. Thereafter, the Town shall pay the County those fees approved by the Maricopa County Board of Supervisors in accordance with a formula developed by MCACC, which require full recovery of the County's direct and indirect costs.

| AVG FY20/FY21 Jurisdiction Population and Bite Data | | | |
|--|--|------------------------|------------------|
| Reported Population | AWMA US Pet Ownership Formula for Dog Population | Bite Quarantine at ACC | Field Bite Cases |
| 5,329 | 1,258 | 6 | 103 |

| AVG FY20/FY21 Calculation for Initial Year (FY2023 or 7/1/22 – 6/30/23): | | | | |
|--|---|-------------------------------------|--|---|
| Mileage (ACC to Town x CFS) | Mileage @ Federal Reimbursement Rate .585 | Calls for Service (CFS) @ \$68/call | Trucks, Technology Replacement based on % on Field Calls across all Town | Hours Spent in the Field on Calls @\$81.06/hour |
| 3670.3 | \$2,147.13 | \$19,652 | \$2,572.61 | \$6,971.16 |

APPENDIX B

SERVICES

1. The County, as the appointed Enforcement Agent, shall be responsible for and enforce the Animal Control Ordinance for the Town. *See Appendix D.*

2. **Minimum Staffing:** Staffing will be sufficient to respond to ninety percent (90%) of service requests within the period prescribed below

3. **Response Times:** The County will respond during Normal Hours of Operation. On average, County staff will arrive at the scene of a reported service request within the time prescribed below based on the service classification and driver safety conditions:

| | |
|------------|----------|
| Priority 1 | 1 hour |
| Priority 2 | 2 hours |
| Priority 3 | 48 hours |
| Priority 4 | 72 hours |

**See Appendix C for call for service types by priority.

4. **Response Time during Limited Operations Hours:** The County will only act on Priority 1 and 2 calls for service during Limited Operation Hours and only when the requesting police agency agrees to remain on scene for the duration of the time needed to handle the call for service. The County will not respond to priority 3 or 4 calls for service after 3pm until the commencement of the next Normal Hours of Operation. The response time for Limited Operations Hours will be two (2) hours maximum. The response time could be longer should a higher priority call for service be received. The choice to respond to higher priority calls is at the discretion of the County.

5. The County shall not respond to scenes involving owned animals being seized or impounded as a part of a police function related to neglect, abuse, abandonment, arrests, crime scene investigations, fire scenes, or any situation where the law enforcement officer has seized an owned animal. The County will not respond to citizen response requests for abuse, neglect, or cruelty of animals.

6. Law enforcement agencies needing assistance in accordance with this IGA can call the County Field Dispatch non-public phone line (602-506-1309) to request general assistance during Normal Hours of Operation and after 5pm for Priority 1 or 2 calls. The decision to respond is based on the information provided to staff at the time of the request. The County reserves the right to respond to non-emergency requests at the beginning of the next Normal Hours of Operation.

7. While the County is closed for business on all County Observed Holidays, the County reserves the right to provide limited response times from 7am to 10 pm on County observed holidays. The police only line will be staffed for Priority 1 calls for service from 7am to 10pm on County Holidays.

8. The County shall provide lost and found service from 8am to 5pm seven (7) days per week to allow for citizens to report found and lost dogs at (602) 372-4598. This service will not be provided during the holiday coverage prescribed in Paragraph 7.

9. The County shall provide call center services during Normal Hours of Operation and 24-hour online services for citizens to report animal control issues, conduct licensing transactions, and ask general animal control questions. Call center services will not be provided during the holidays prescribed in Paragraph 7.

10. The County at its discretion may pick up dogs from Third Parties.

APPENDIX C

PRIORITY CLASSIFICATIONS

| Priority 1 1 hour or less | Priority 2 2 hours | Priority 3 48 hours | Priority 4 72 hours | Priority 0 - Other by appointment | | |
|--|--|---|--------------------------|--------------------------------------|--|--|
| Officer needs assistance: police/fire/animal control officer. Officer on scene | Aggressive or menacing animal at large imminent safety hazard | On duty municipal employees, not LEO | Area check no aggression | Vicious animal petition | Maricopa County Constables or Public Fiduciary | |
| Animal bite running at large / imminent safety hazard within last hour | Animal in trap Trap check/Trap Pick up | Bite investigation or follow up investigation | Leash Law | Court appearance or delivery | Kennel permit inspections | |
| Animal at large on school grounds. (school in session) does not include colleges | Sick or injured stray | Confined stray dog at business or home | Third Party Pick-ups | | Canvassing | |
| Attack which has taken place in the last hour, dog still at large and possess immediate threat | Officer needs assistance: police/fire/animal control officer. Officer not on scene | Attack older than 3 hours. Animal bite investigations follow up second sequence | | Barking dog | Public Information Booth | |
| | Attack within the last 3 hours dog still at large | Dog confined on school grounds | | Kennel Permit | | |
| | | Will show | | Admin duties | | |

APPENDIX D

TOWN OF GUADALUPE ORDINANCE

| | |
|--|--|
| Dog not permitted at large | 90.28A |
| Dog not permitted at large public | 90.28C |
| Dog not permitted at large school/park | 90.28D |
| Vicious | 90.28E |
| Unlawful Interference | 90.31 |
| Failure to Wear | 90.28B |
| Removal from impound | 90.32 |
| Failure to Quarantine | 90.30A1A unvaccinated/unlicensed 90.30A1B vaccinated and licensed |
| Kennel permit | 90.25D |
| Unlawful Keeping | 90.33 |



Maricopa County

Animal Care & Control

2500 South 27th Avenue
Phoenix, AZ 85009
Phone: (602) 506-7387
Fax: (602) 506-2739

pets.maricopa.gov

February 14, 2022

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

To the Town of Guadalupe,

Included in this packet, is the FY2023 through FY2028 Animal Enforcement Services intergovernmental agreement (IGA) as well as a Sheltering Service IGA. Please review, edit to include city/town-specific information requested, sign and return the attached agreements to us by April 18, 2022.

In the summer of 2021, leaders from Maricopa County Animal Care and Control (MCACC) met with you and/or members of your city/town to discuss both a new fee model for animal enforcement services as well as the need to incorporate a new sheltering services agreement. The fee models were developed to achieve greater cost recovery for the services being provided.

To restate the methodology of the new enforcement fee structure, it is based on the total number of calls for service from your residents and authorized agencies, the total service time of the Field Enforcement Officers, and the number of miles driven.

The new sheltering fee structure is based on the number of total impounds from your jurisdiction, except for euthanasia requests and disposal requests, since those are fully paid by the owner. The overall cost to house, feed, and care for an animal is \$36 per day. The minimum mandatory hold period is 72-hours or three days. At \$36 per day, the sheltering cost for the mandatory hold period is \$108 per animal. At this time, only the 72-hour hold period is being used to determine the fee; therefore, the cases in which a longer hold time is required by statute have not been included, i.e., the 120-hour or 5-day hold for animals with a microchip or the 10-day quarantine hold for bite cases.

Understanding the budgetary impact to our partners, the sheltering services fee structure provides a 33% licensing revenue credit to each city/town. This is based on the average length of stay per animal of 9 days instead of the mandatory 3-day hold period. This offset is to promote dog licensing. As more dogs are licensed in your area, the sheltering fee will be offset accordingly.

Maricopa County
Animal Care & Control
2323 South 35th Ave.
Phoenix, Arizona 85009
Phone: (602) 506-7387
Fax: (602) 506-2739

pets.maricopa.gov

Also included in this packet, is a summary of the benefits of licensing as well as the current licensing fee schedule. We welcome shared website links on dog licensing and are open to partnering with you to promote dog licensing. MCACC is committed to data transparency with our partners. As of July 1, 2022, each city/town will have online access to view quarterly reports for their calls for service, miles driven, time spent in the field, and the number of impounds from their jurisdiction. Access and reporting information will be shared with you in June.

Each IGA will be for a period of five (5) years with an annual renewal option. For FY2024 and beyond, the fees for service will be calculated using the prior year's actual reported data.

Please review, sign and return the attached agreements to us by April 18, 2022. If you have any questions regarding the IGAs or data used, please reach out to John Reynolds or me. Our contact information is listed below.

Maricopa County Animal Care and Control looks forward to our continued partnership in helping your residents and pets. Thank you for your ongoing support and cooperation.

Sincerely,

Valerie Beckett
Assistant County Manager/Interim Director
Maricopa County Animal Care and Control
602-506-2623
Valerie.Beckett@maricopa.gov

John Reynolds
Business Systems Analyst
602-506-2744
John.Reynolds@maricopa.gov

Benefits of Licensing Your Dog

Why should I license my dog?

It's the law. In Maricopa County, all dogs over three months of age are required by law to be licensed and vaccinated against rabies. The tag you receive the first time your dog is licensed should always be attached to their collar – it is proof that your dog has been licensed and will help you avoid a citation and fees for failure to license.

It can save you money. If your licensed dog is lost and picked up by MCACC but we are unable to reach you, the first 24 hours at the shelter will be at no charge. Also, if a licensed dog bites someone, it may be eligible for home quarantine, rather than being quarantined at the dog owner's expense in our facility or at a veterinary hospital.

Helps prevent rabies. Dogs must have a current rabies vaccination to apply for, or renew, a dog license in Maricopa County. Rabies is a potentially fatal disease for humans and animals.

Free ride home! If your dog is picked up at large by an Animal Control Officer, having a current license and contact information on file means your dog will be returned directly to you that same day (when possible), without your dog having to come into the shelter.

It's life-saving. The fees collected from licensing directly support the daily care of the thousands of animals that enter the shelter each year; licensing your dog helps all the other dogs and cats at MCACC that are waiting to find their forever homes too.

Your dog will be safer. When you license your dog, you are registered as the dog's owner and your information is entered into our database – if your dog is ever lost, this helps us to more quickly reunite you with your dog. Also, MCACC follows a minimum of 120 hours for Hold-Notify of a licensed dog that comes into the shelter, compared to a minimum stray hold of 72 hours, giving you more time to find your lost pet.

Please note, a current rabies vaccination certificate from your vet is needed to license your pet. You can submit your paperwork three ways...



Online at
pets.maricopa.gov



Mail to
MCACC
Licensing Section
P.O. Box 52014
Phoenix, AZ 85072



In person
MCACC
West Valley Animal Care Center
2500 S. 27th Avenue
Phoenix, Arizona 85009

Licensing fees:

Spayed/neutered dogs: \$22 (discount of \$3 for each license completed online)

Unaltered/intact dogs: \$55 (discount of \$5 for each license completed online)

Senior discounted rate for owners 65 years of age or older: \$10 for each spayed/neutered dog



Maricopa County Animal Care and Control

West Valley Animal Care Center • 2500 S. 27th Avenue • Phoenix, Arizona 85009 • 602.506.7387 • pets.maricopa.gov

Beneficios de obtener una licencia para su perro

¿Por qué debería licenciar a mi perro?

Es la ley. En el condado de Maricopa, la ley exige que todos los perros mayores de tres meses tengan licencia y estén vacunados contra la rabia. La placa de identidad que reciba la primera vez que su perro tenga la licencia debe estar adherida a su collar siempre; es una prueba de que su perro tiene licencia y le ayudará a evitar una citación y tarifas por no obtener la licencia.

Puede ahorrarle dinero. Si su perro con licencia se pierde y es recogido por MCACC, pero no podemos comunicarnos con usted, las primeras 24 horas en el refugio serán sin cargo. Además, si un perro con licencia muerde a alguien, puede ser elegible para la cuarentena domiciliaria, en lugar de ser puesto en cuarentena a costo del dueño del perro en nuestras instalaciones o en un hospital veterinario.

Ayuda a prevenir la rabia. Los perros deben tener una vacuna actual contra la rabia para solicitar o renovar una licencia de perro en el condado de Maricopa. La rabia es una enfermedad potencialmente mortal para los seres humanos y los animales.

¡Viaje gratis a casa! Si su perro es recogido por un oficial de control de animales, tener una licencia actual e información de contacto en el archivo significa que su perro será devuelto directamente a usted ese mismo día (cuando sea posible), sin que su perro tenga que entrar al refugio.

Es salvavidas. Las tarifas recaudadas por la concesión de licencias apoyan directamente el cuidado diario de miles de animales que ingresan al refugio cada año; La concesión de licencias a su perro ayuda a todos los demás perros y gatos de MCACC que también esperan encontrar sus hogares para siempre.

Tu perro estará más seguro. Cuando otorga la licencia a su perro, usted se registra como el dueño del perro y su información se ingresa en nuestra base de datos; si su perro se pierde, esto nos ayuda a reunirlo más rápidamente con su perro. Además, MCACC sigue un mínimo de 120 horas para "Sostener- Notificar" de un perro con licencia que ingresa al refugio, en comparación con un mínimo de espera extraviada de 72 horas, lo que le da más tiempo para encontrar a su mascota perdida.

Tenga en cuenta que se necesita una vacuna actual contra la rabia de su veterinario para obtener la licencia de su mascota. Puede enviar su documentación de tres maneras ...



Nuestro sitio web
pets.maricopa.gov



Correo normal
MCACC
Licensing Section
P.O. Box 52014
Phoenix, AZ 85072



En persona
MCACC
West Valley Animal Care Center
2500 S. 27th Avenue
Phoenix, Arizona 85009

Tarifas de licencia:

Perros esterilizados/castrados: \$22 (descuento de \$3 por cada licencia completada en línea)

Perros intactos/inalterados: \$55 (descuento de \$5 por cada licencia completada en línea)

Descuento para adultos mayores para propietarios de 65 años o más: \$10 por cada perro esterilizado/castrado



Maricopa County Animal Care and Control

West Valley Animal Care Center • 2500 S. 27th Avenue • Phoenix, Arizona 85009 • 602.506.7387 • pets.maricopa.gov

RESOLUTION NO. R2022.17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE TOWN OF GUADALUPE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (AGREEMENT) WITH THE WITH MARICOPA COUNTY ANIMAL CARE AND CONTROL FOR THE TOWN USE OF ANIMAL CONTROL FACILITIES FOR SHELTERING SERVICES; AND, AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN ALL NECESSARY DOCUMENTS IN FURTHERANCE OF THIS AGREEMENT.

WHEREAS, The COUNTY maintains facilities, equipment, and trained personnel for the Town use of Maricopa County Animal Care and Control facilities for animal sheltering services; and

WHEREAS, The County is authorized to enter into this Agreement by A.R.S. § § 11-201, 11-952, 11-1005; and

WHEREAS, The Town of Guadalupe is authorized to enter into this Agreement pursuant to A.R.S. § 11-952; and

WHEREAS, The TOWN is in need of the animal control services and desires to enter into this Agreement with the County for the Town use of County facilities for animal sheltering services; and

WHEREAS, TOWN and COUNTY desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the Services.

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

The Town of Guadalupe Mayor, or designee, is authorized to sign an Intergovernmental Agreement with Maricopa County Animal Control for the Town use of County facilities for animal sheltering services. (Contract #C2022-18)

DATED, this 7th day of April, 2022.

Valerie Molina, Mayor

ATTEST:

APPROVED AS TO FORM:

Jeff Kulaga, Town Clerk / Manager

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH PLC
Town Attorney's

**C2022-18
INTERGOVERNMENTAL AGREEMENT**

**MARICOPA COUNTY ANIMAL CONTROL FACILITIES
USE AGREEMENT FOR SHELTERING SERVICES**

BETWEEN

**MARICOPA COUNTY
[Administered by its Animal Care & Control Department]**

and

THE TOWN OF GUADALUPE

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) for use of Maricopa County Animal Pounds as prescribed in A.R.S. § 11-1013 (hereinafter “Animal Control Facilities”) is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (collectively referred to as “County”), and the **TOWN OF GUADALUPE** (“Town”), a municipal corporation of the State of Arizona. The County and City are collectively referred to as “Parties” and individually as “Party.”

1.0 PURPOSE: The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities related to the County’s provision, and the Town’s use, of County Animal Control Facilities.

2.0 AUTHORITY

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-201(A)(3) authorizes the Board of Supervisors to contract on behalf of the County.
- 2.2 A.R.S. §§ 11-952 and 11-1013 authorize the County and Town, as public agencies, to enter into IGAs for joint cooperative action and agreement for the operation and use of Animal Control Facilities.
- 2.3 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances.
- 2.4 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorize the Board of Supervisors to contract with the Town to enforce the provisions of any Town ordinance enacted for the control of dogs if the provisions are not specific to breed.

2.5 A.R.S. §11-1005(C), and County Ordinance No. P-13 authorize the County to establish fees for impounding and maintaining Domestic Animals at Animal Control Facilities.

3.0 TERM: This Agreement is effective on July 1, 2022 (“Effective Date”) and terminates on June 30, 2027 (collectively, “Term”).

4.0 AMENDMENTS: Any modification or amendment to the terms and conditions of this Agreement must be made by mutual written agreement signed by authorized signers for the Parties, including a new effective date.

5.0 RENEWAL: The Parties may renew this Agreement as many times as is desirable, but each extension may not exceed the duration of the Term (“Renewal”).

6.0 DEFINITIONS

6.1 The Definitions at A.R.S. § 11-1001 and Town Code, § Chapter 90 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and Town definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.

6.2 **Capacity:** Means the following:

6.2.1 West Valley:

6.2.1.1 350 large kennels for adoptable and/or stray dogs

6.2.1.2 24 kennels for small adoptable and/or stray dogs

6.2.1.3 15 “Life Rooms” for adoptable dogs

6.2.1.4 30 quarantine kennels for bite dogs

6.2.1.5 10 clinic kennels for injured dogs

6.2.1.6 10 kennels for stray cats

6.2.1.7 10 kennels for underage kittens

6.2.1.8 40 spaces for adoptable cats

6.2.2 East Valley:

6.2.2.1 354 medium/large kennels for adoptable and/or stray dogs

6.2.2.2 48 kennels for puppies and/or cats

6.3 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.

6.4 **Eligible Animals:** The County will accept the following Animals from the Town’s Animal Enforcement Agent and its residents for Impound and/or quarantine in County Animal Control Facilities that have the Capacity to receive Eligible Animals (“Eligible Animals”):

6.4.1 Bite Cats: unvaccinated cats that have bitten a person;

- 6.4.2 Bite Dogs: unvaccinated dogs that have bitten a person;
 - 6.4.3 Stray Dogs;
 - 6.4.4 Exposure animals at the request of Maricopa County Department of Public Health or Arizona Department of Health Services (“DHS”) provided the Town supplies the necessary paperwork;
 - 6.4.5 Owner surrender bite dogs for euthanasia only at cost; and
 - 6.4.6 Any Animals not listed above, with prior written approval by the County.
- 6.5 **Ineligible Animals:** The County will not accept the following Animals from the Town for Impound and/or quarantine in County Animal Shelters (“Ineligible Animals”):
- 6.5.1 Any Animal required to be impounded pursuant to a police investigation, arrest, or warrant;
 - 6.5.2 Any Animal required to be impounded pursuant to any animal cruelty, neglect, abandonment, or welfare check case;
 - 6.5.3 Sick or injured Animals;
 - 6.5.4 Animals impounded after a traffic accident;
 - 6.5.5 Animals other than dogs or cats for bite quarantine;
 - 6.5.6 Any species other than a dog or cat except as noted in 6.4.6, above;
 - 6.5.7 Animals, alive or dead, that are to be submitted to DHS for rabies testing;
 - 6.5.8 Animals to be held pursuant to a vicious case OR relinquished to the Town due to a vicious case;
 - 6.5.9 Animals associated with police actions not in violation of this ordinance or that are seized from an owner;
 - 6.5.10 Dogs ordered into custody pursuant to a court order; and
 - 6.5.11 Owner surrenders except pursuant to 6.5.6.
- 6.6 **Intake Hours:** The County will accept Eligible Animals for Impound and/or quarantine Monday through Sunday during the hours of 11:00 a.m. to 1:00 p.m. at an Animal Control Facility with Capacity to receive Eligible Animals (“Intake Hours”).

7.0 COUNTY RESPONSIBILITIES

The County agrees to perform the following services (“County Services”):

- 7.1 Establish written intake/booking procedures (“Intake Procedure”) for the Town of Guadalupe prescribing recordkeeping requirements and tracking of, at minimum, source or caller identification, breed, animal gender, approximate age, circumstances of impound, species, location of impound by street and zip code, Town tracking number.
- 7.2 Create an intake form to collect information necessary to track Animal intake (“Intake Form”) and provide Intake Procedure and Intake Form to Town.

- 7.3 Maintain facilities, equipment, and trained personnel for provision of County Pounds.
- 7.4 Accept Eligible Animals for Impound and/or quarantine from the Town during Intake Hours. If the Town's Animal Enforcement Agent delivers an Eligible Animal to a County Animal Control Facility outside of Intake Hours during After Hours, the County may refuse delivery or accept delivery and charge the Town an After Hours delivery fee.
- 7.5 Provide proper care and maintenance in accordance with A.R.S. §§ 11-1013(B) and 11-1021 to all Eligible Animals impounded and/or quarantined at Animal Control Facilities.
- 7.6 Impound Eligible Animals in accordance with the impound periods as outlined in A.R.S. §§ 11-1013 and 11-1014.
- 7.7 Invoice the Town on a quarterly basis for services rendered according to the fees and costs schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered.
- 7.8 The County reserves the right to deny intake of an Animal for any behavior issue deemed by the County to be a threat to public health or safety.
- 7.9 The County reserves the right to return Animals to the Town at the expiration of the legal holding period.
- 7.10 The County may temporarily suspend this Agreement without notice and in its sole discretion if the County determines:
 - 7.10.1 The Town is non-compliant with a provision of this Agreement; or,
 - 7.10.2 The health and safety of an Animal or person is in jeopardy.
 - 7.10.3 A temporary suspension imposed by the County shall remain in effect unless and until the Town comes into compliance or until the County enters a permanent order after notice and opportunity for hearing.
 - 7.10.4 The Town shall be notified in writing for the reason for the temporary suspension upon issuance of the suspension and the Town shall have five (5) business days to respond in writing from the date of the notice. The notice shall comply with the Notice provisions in Section 13, below.

8.0 TOWN RESPONSIBILITIES

The Town agrees to perform the following services ("Town Services"):

- 8.1 Only deliver Eligible Animals to the County for impounding and/or quarantining.
- 8.2 In the case of a bite animal, provide a copy of the agency bite report which shall include owner name, address, and phone number (if known); victim name, address, phone number, and age; circumstances of bite, date, and time bite occurred, location where bite occurred, including zip code; victim relationship to animal owner, severity of bite, wound location on body, and what medical treatment, if any, was provided or sought.

- 8.3 Before attempting delivery of an Eligible Animal to a County Pound, conduct lost and found efforts to return the Animal to its Owner, including but not limited to, scanning Eligible Animal for microchips and contacting potential Owner.
- 8.4 Deliver only Eligible Animals to a County Animal Control Facility for impound and/or quarantine during Intake Hours.
- 8.5 Deliver Animals that are or, are suspected to be, victims of abandonment, cruelty or neglect to the provider contracted by the Town for such services.
- 8.6 Deliver sick or injured Animals directly to a vet of the Town's choosing.
- 8.7 Comply with County Intake Procedure.
- 8.8 Upon delivery of the Eligible Animal by the Town to the County, provide the following information for all Eligible Animals delivered to the County by the Town:
 - 8.8.1 Documentation showing attempts to return Eligible Animal to its Owner;
 - 8.8.2 Prior complaints made to the Town about the animal;
 - 8.8.3 Bite history; and all information as outlined in 8.2;
 - 8.8.4 Information necessary to aide in the control of rabies, such as knowledge of bites, knowledge of rabies, etc.; and,
 - 8.8.5 Any additional information requested by the County that is necessary to properly impound, care for and pathway the Eligible Animal.
- 8.10 Daily boarding fee for the mandatory 3 day hold for all Animals of the same species as established in Appendix A to this Agreement.
- 8.11 Reserve sufficient funds in fiscal budget to pay for fees and costs charged pursuant to Appendix A to this Agreement.
- 8.12 Promote and enforce licensing as prescribed in A.R.S. §§ 11-1008, 11-1012, and Town Code § Chapter 90.

9.0 RECORDS

- 9.1 At minimum, the Parties shall keep the following records under this Agreement ("Records"):
 - 9.1.1 Intake counts;
 - 9.1.2 Electronic impound records;
 - 9.1.3 Documentation of Town attempts to return animal to Owner;
 - 9.1.4 All documentation related to dog licenses;
 - 9.1.5 All documentation related to rabies; and
 - 9.1.6 Any other books, accounts, reports, files or other documents related to this Agreement.
- 9.2 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain records in accordance with the County Records Management policy, A2101. The Town shall retain records in accordance

with the records retention schedules set forth by the Arizona State Library, Archives, & Public Records.

- 9.3 The Parties waive their respective public records procedure for obtaining Records.
- 9.4 The Parties shall have full access to, and the right to examine, copy, and make use of all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.5 The Town will have access to County dog licensing data through a web portal, calls to the Animal Control Facility, and by email. The Town will pay an annual Data Access and Maintenance fee to maintain this access. Use of the web portal, phone calls, or emails for licensing data are not subject records requests.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.

10.0 FINANCING: The Town will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendix A to this Agreement.

11.0 NON-APPROPRIATION: Notwithstanding any other provision in this Agreement, every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to the Town or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.

12.0 AUDITS

- 12.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 12.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.
- 12.3 The owner of the Records shall produce the requested Records as designated in this Agreement.
- 12.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 13.0.

13.0 NOTICE: Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited

in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:

MARICOPA COUNTY

Maricopa County Animal Care & Control
c/o Al Aguinaga, Field Enforcement
Division Manager
2500 S. 27th Avenue
Phoenix, AZ 85009
Al.Aguinaga@maricopa.gov
(602) 506-2737

TOWN OF GUADALUPE

Jeff Kulaga, Town Manager / Clerk
9241 South Avenida del Yaqui
Guadalupe, AZ 85283

cc: Maricopa County Animal Care & Control
c/o Kristi McMahan, Finance Manager
2500 S. 27th Avenue
Phoenix, AZ 85009
Kristi.McMahan@maricopa.gov
(602) 372-0602

14.0 TERMINATION

- 14.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice ("Termination").
- 14.2 Partial termination is prohibited.
- 14.3 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.
- 14.4 In the event of non-payment by Town, this Agreement shall terminate as of the date of last payment received and County obligations hereunder shall immediately cease.
- 14.5 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the property of the Town at the end of the hold period established by statute and will be governed by this Agreement.

- 15.0 INDEPENDENT CONTRACTOR:** The Town is an independent contractor, including the Town's employees, agents, and subcontractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.
- 16.0 SUBCONTRACTING:** The Town shall not subcontract any portion of this Agreement to a subcontractor without the prior express, written consent of the County. The County reserves the right to reject a subcontractor if the County determines the subcontractor fails to comply with any term of this Agreement or if the County determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.
- 17.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any purported assignment in contravention of this provision shall be null and void.
- 18.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- 19.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Parties may terminate this Agreement. The Parties retain the legal right to inspect the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.
- 20.0 INDEMNIFICATION:** To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitee"), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys' fees, claim processing) (collectively, "Claims") arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the

negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. It is agreed that the Town will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the County or the Town in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

- 21.0 PARTIAL PERFORMANCE:** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.
- 22.0 INSURANCE:** The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.
- 23.0 HEADINGS:** Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 24.0 ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement.
- 25.0 APPLICABLE LAW:** Each Party shall comply with all applicable federal, state, and local laws, ordinances, Executive Orders, rules, regulations, standards, and codes whether or not specifically referenced herein.
- 26.0 VENUE; CHOICE OF LAW**
- 26.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.
- 26.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law.

IN WITNESS WHEREOF, the undersigned executing this Agreement on behalf of each Party represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the date last set forth below (“Effective Date”).

MARICOPA COUNTY

TOWN OF GUADALUPE

By:

By:

Jack Sellers, Chairman
Maricopa County Board of Supervisors

Valerie Molina, Mayor
Town of Guadalupe

Date

Date: April 7, 2022

Attest:

Attest:

Juanita Garza, Clerk of the Board

Jeff Kulaga, Town Manager / Clerk
Town of Guadalupe

Date

Date: April 7, 2022

Approved as to Form:

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and Town of Guadalupe Code of Ordinances, Chapter 90: Animals Generally, and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and Town.

Karen Hartman-Tellez,
Maricopa County Deputy Attorney

David E. Ledyard, Esq.
FAITH, LEDYARD & FAITH PLC
Town Attorney’s for Town of Guadalupe

Date

Date: April 7, 2022

APPENDIX A IMPOUND FEE SCHEDULE

Pursuant to A.R.S. § 11-1005(C), the Board of Supervisors has authority to establish the following fees for impounding and maintenance of animals at County Animal Control Facilities. The Town shall pay these fees on a quarterly basis to Animal Control Fund 572.



Each jurisdiction's licensing revenue / compliance is used to offset the sheltering cost.

Since the average length of stay is 9 days, 33% of the total licensing revenue from that jurisdiction is applied to the 3-day holding cost; thus, reducing the amount charged. The higher the licensing compliance in the city/town, the lower the sheltering fee.

Note: Does not include 5-day hold requirement for those animals that have a microchip or the 10-day hold for quarantined bite animals.

AVG FY20/FY21 Calculations for Initial Year (FY2023 or 7/1/22 - 6/30/23):

| Yearly # of Impounds | At \$108 each | Town's Licensing Revenue | 33% Licensing Offset | Adjusted Sheltering Cost (cost-offset) |
|----------------------|---------------|--------------------------|----------------------|--|
| 63 | \$6,804 | \$2,274 | \$750 | \$6,054 |



Maricopa County

Animal Care & Control

2500 South 27th Avenue
Phoenix, AZ 85009
Phone: (602) 506-7387
Fax: (602) 506-2739

pets.maricopa.gov

February 14, 2022

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

To the Town of Guadalupe,

Included in this packet, is the FY2023 through FY2028 Animal Enforcement Services intergovernmental agreement (IGA) as well as a Sheltering Service IGA. Please review, edit to include city/town-specific information requested, sign and return the attached agreements to us by April 18, 2022.

In the summer of 2021, leaders from Maricopa County Animal Care and Control (MCACC) met with you and/or members of your city/town to discuss both a new fee model for animal enforcement services as well as the need to incorporate a new sheltering services agreement. The fee models were developed to achieve greater cost recovery for the services being provided.

To restate the methodology of the new enforcement fee structure, it is based on the total number of calls for service from your residents and authorized agencies, the total service time of the Field Enforcement Officers, and the number of miles driven.

The new sheltering fee structure is based on the number of total impounds from your jurisdiction, except for euthanasia requests and disposal requests, since those are fully paid by the owner. The overall cost to house, feed, and care for an animal is \$36 per day. The minimum mandatory hold period is 72-hours or three days. At \$36 per day, the sheltering cost for the mandatory hold period is \$108 per animal. At this time, only the 72-hour hold period is being used to determine the fee; therefore, the cases in which a longer hold time is required by statute have not been included, i.e., the 120-hour or 5-day hold for animals with a microchip or the 10-day quarantine hold for bite cases.

Understanding the budgetary impact to our partners, the sheltering services fee structure provides a 33% licensing revenue credit to each city/town. This is based on the average length of stay per animal of 9 days instead of the mandatory 3-day hold period. This offset is to promote dog licensing. As more dogs are licensed in your area, the sheltering fee will be offset accordingly.

Maricopa County
Animal Care & Control
2323 South 35th Ave.
Phoenix, Arizona 85009
Phone: (602) 506-7387
Fax: (602) 506-2739

pets.maricopa.gov

Also included in this packet, is a summary of the benefits of licensing as well as the current licensing fee schedule. We welcome shared website links on dog licensing and are open to partnering with you to promote dog licensing. MCACC is committed to data transparency with our partners. As of July 1, 2022, each city/town will have online access to view quarterly reports for their calls for service, miles driven, time spent in the field, and the number of impounds from their jurisdiction. Access and reporting information will be shared with you in June.

Each IGA will be for a period of five (5) years with an annual renewal option. For FY2024 and beyond, the fees for service will be calculated using the prior year's actual reported data.

Please review, sign and return the attached agreements to us by April 18, 2022. If you have any questions regarding the IGAs or data used, please reach out to John Reynolds or me. Our contact information is listed below.

Maricopa County Animal Care and Control looks forward to our continued partnership in helping your residents and pets. Thank you for your ongoing support and cooperation.

Sincerely,

Valerie Beckett
Assistant County Manager/Interim Director
Maricopa County Animal Care and Control
602-506-2623
Valerie.Beckett@maricopa.gov

John Reynolds
Business Systems Analyst
602-506-2744
John.Reynolds@maricopa.gov