



NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

THURSDAY, MAY 9, 2024
6:00 P.M.

GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, COUNCIL CHAMBERS
GUADALUPE, ARIZONA

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

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

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, May 9, 2024, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona. Meetings are streamed live on the Town of Guadalupe Facebook page at <https://www.facebook.com/guadalupeaz.org>.

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES
 1. Approval of the January 18, 2024, Town Council Special Meeting Minutes.
 2. Approval of the January 25, 2024, 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. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATION: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
 1. **ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT COOPERATIVE AGREEMENT:** Council will consider and may take action to authorize the Mayor, or designee, to sign the Arizona Department of Forestry and Fire Management Cooperative Agreement (C2024-08) between the Town of Guadalupe, as a Cooperator, and the State Forester. This Cooperative Agreement supersedes all previous Memorandums of Understanding and Cooperative Intergovernmental Agreements and is effective for a 10-year term, upon final signature. There is no cost to the Town associated with this Cooperative Agreement. The General Provisions of the Cooperative Agreement outline the requirements, staffing, and billing guidelines for response to Wildland requests by the Arizona Department of Forestry and Fire Management. Approval of this agreement authorizes the Mayor, or designee, to sign all necessary documents in furtherance of this cooperative agreement. Council may provide direction to the Town Manager / Clerk.



2. **CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2024.11):** Council will consider and may take action to adopt a Resolution R2024.11 designating Jeff Kulaga, Town Manager/Clerk as the Chief Fiscal Officer, as required annually by the Arizona Auditor General through the Arizona Revised Statutes §§42-17101 and 42-17102. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Auditor General. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
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May 3, 2024

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **May 9, 2024, Town Council Regular Meeting Information Report**

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

Agenda Items:

D1. JANUARY 18, 2024, TOWN COUNCIL SPECIAL MEETING MINUTES (PAGES 4 – 5).

D2. JANUARY 25, 2024, TOWN COUNCIL REGULAR MEETING MINUTES (PAGES 6 – 12).

G1. COOPERATIVE FIRE RATE AGREEMENT – GENERAL PROVISIONS (PAGES 13 – 20): The General Provisions of the Cooperative Fire Rate Agreement (CFRA) outlines the requirements, staffing, and billing guidelines for response to Wildland requests by the Arizona Department of Forestry and Fire Management. The revised agreement replaces the current agreement (C2019-07) the Town of Guadalupe has with the Arizona Department of Forestry and Fire Management; and, it revises language in the agreement to eliminate confusion and ambiguity. There are no changes to rates in this revision.

Council will consider and may take action to authorize the Mayor, or designee, to sign the Arizona Department of Forestry and Fire Management Cooperative Agreement (C2024-08) between the Town of Guadalupe, as a Cooperator, and the State Forester.

This is a revised Cooperative Agreement and replaces the previous agreement approved by Town Council on March 28, 2019. This agreement is effective for a 10-year term from date of signature, or at about May 10, 2034. The General Provisions of the Cooperative Agreement outlines the requirements, staffing, and billing guidelines for response to Wildland requests by the Arizona Department of Forestry and Fire Management. There is no cost to the Town. Additionally, should Town Fire services be requested, the Town is reimbursed for expenses and does receive compensation.

Council approval would direct the Mayor, or designee, to sign all necessary documents in furtherance of this cooperative agreement.

G2. CALL CHIEF FISCAL OFFICER DESIGNATION (RESOLUTION NO. R2024.11) (PAGE 21): Council will consider and may take action to adopt a resolution designating Jeff Kulaga, Town Manager/Clerk as the Chief Fiscal Officer, as required annually by the Arizona Auditor General through the Arizona Revised Statutes §§42-17101 and 42-17102. The Chief Fiscal Officer is responsible for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Auditor General. Council may provide direction to the Town Manager / Clerk.



Minutes Town Council Special Meeting January 18, 2024

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F.V. Fuerte
Councilmember

Elvira Osuna
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Minutes of the Guadalupe Town Council Special Meeting held on Thursday, January 18, 2024, 3:30 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Finance Room #126, Guadalupe, Arizona. *Councilmembers may participate via teleconference or other remote electronic means.*

A. CALL TO ORDER

Mayor Molina called the meeting to order at 3:47 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Mary Bravo, Councilmember Esteban F.V. Fuerte, and Councilmember Anita Cota Soto

Councilmembers Absent: Councilmember Joe Sánchez and Councilmember Elvira Osuna

Staff Present: Joe Estes, Town Attorney, Rocio Ruiz, Deputy Town Clerk, and Chris Anaradian, Consultant

Staff Present via Zoom: Jeff Kulaga, Town Manager / Clerk, David Ledyard Town Attorney

C. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. EXECUTIVE SESSION

Motion by Vice Mayor Vital to convene into Executive Session; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 5-0.

Councilmembers voted to convene into an executive session, closed to the public, as allowed by ARS 38-431.03 (A) (2) (3) (4) (6) and (7) concerning the use, rental, and possible disposition of certain real estate owned or controlled by the Town of Guadalupe and any confidential records related thereto; and legal advice concerning the following topics:

a. Rental/Leasing of Town owned property

- i. 9080 S. Avenida del Yaqui – Northwest corner of Avenida del Yaqui & Guadalupe Road
- ii. 9084 S. Avenida del Yaqui – Northwest corner of Avenida del Yaqui & Guadalupe Road
- iii. 9050 S. Avenida del Yaqui – Northeast corner of Avenida del Yaqui & Guadalupe Road
- iv. 9201 S. Avenida del Yaqui – Mercado Southwest corner of Avenida del Yaqui & Guadalupe Road

b. Town Code of Ordinances Chapter 91: Fireworks, Sections § 91.01 - § 91.99



D. ADJOURNMENT

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

The meeting was adjourned at 5:39 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F.V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the January 18, 2024, Town of Guadalupe, Town Council Special Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

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Minutes Town Council Regular Meeting January 25, 2024

Minutes of the Guadalupe Town Council Regular Meeting held on January 25, 2024, at 6:00 p.m., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Council Chambers, Guadalupe, Arizona.

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
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A. Mayor Valerie Molina called the meeting to order at 6:11 p.m.

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Ricardo Vital, Councilmember Esteban F. V. Fuerte, Councilmember Anita Cota Soto, Councilmember Elvira Osuna, and Councilmember Mary Bravo

Staff Present: Jeff Kulaga – Town Manager / Clerk, Joe Estes – Town Attorney and Rocio Ruiz – Deputy Town Clerk

Staff Present via Zoom: Dave Ledyard – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

D. APPROVAL OF MINUTES

Mayor Molina stated there are no Minutes.

E. CALL TO THE PUBLIC

Mayor Molina stated this is 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.

Mayor Molina called upon Abelina Banda to address Council. Ms. Banda introduced herself as a long-time member of the community. Ms. Banda expressed love for the community and her active involvement at the Senior Center. Ms. Banda mentioned intention to run for Council member in the upcoming election. Ms. Banda did not have a specific topic to discuss but expressed curiosity about the meeting's proceedings and invited anyone to reach out to her at the Senior Center.

Mayor Molina called upon Santino Bernasconi to address Council. Mr. Bernasconi, a long-time member of the community, discussed the issue of fireworks, highlighting the lack of respect they show, especially to vulnerable groups like the elderly, children, and veterans with PTSD. Mr. Bernasconi expressed concern over the noise disrupting peace and tranquility. Mr. Bernasconi emphasized the irony of Tempe's regulations on fireworks compared to the Town of Guadalupe and suggested residents go to legal areas to use fireworks without disturbing others. Mr. Bernasconi respectfully requested the Town of Guadalupe to reconsider permitting fireworks in Guadalupe out of respect for all citizens.



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Ricardo Vital
Vice Mayor

Mary Bravo
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F. MAYOR and COUNCIL PRESENTATION

Mayor Molina read a proclamation declaring February 2024 as Teen Dating Violence Prevention Awareness Month. Mayor Molina highlighted the importance of raising awareness about domestic violence in the community, noting the absence of a victim services unit. Mayor Molina expressed concern over the loss of community members to domestic violence and mentioned the Town's recognition of Domestic Violence Awareness Month in October. Mayor Molina emphasized the need to include a component of teen awareness in addressing this issue.

G. DISCUSSION AND POSSIBLE ACTION ITEMS

1. CALL OF PRIMARY ELECTION – AUGUST 6, 2024 (RESOLUTION NO. R2024.01)

Mayor Molina stated Council will consider and may adopt a resolution for a Call of Election announcing that the Town of Guadalupe Primary Election will be held on Tuesday, August 6, 2024. There will be one open seat for Mayor, three open seats for Councilmember on the ballot.

Jeff Kulaga, Town Manager / Clerk stated that with the August elections approaching, Town Manager and Deputy Town Clerk are following the directives of Maricopa County Elections Department, ensuring compliance with all statutory timelines and deadlines. Mr. Kulaga presented a resolution to the council for approval to call for the election, which will be published on February 2nd 2024. Mr. Kulaga stated that this year's election will also include the Alternate Expenditure Limitation, which will be addressed in future meetings

Motion by Councilmember Soto to adopt agenda item G1; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 6-0.

Councilmembers adopted a resolution R2024.01 for a Call of Election announcing that the Town of Guadalupe Primary Election will be held on Tuesday, August 6, 2024. There will be one open seat for Mayor and three open seats for Councilmember on the ballot.

2. THE RICHMAN GROUP REVISED PROPOSED DEVELOPMENT

Mayor Molina stated Council will receive a presentation from the Town's Planning Consultant regarding The Richman Group's revised proposal to the Request for Proposals of lease and/or purchase and development of certain Town-owned property. The Town-owned properties are located at the northwest, northeast and southeast corners of Avenida del Yaqui and Guadalupe Road. The revised proposal includes 192 affordable homes located on the northwest and northeast corners of Avenida del Yaqui and Guadalupe Road. The southeast corner property (Mercado) is excluded from the revised proposal.

Chris Anaradian, Town Consultant, provided an update on the progress made over the past year regarding the Town's properties. Initially, there were multiple proposals, but now the focus is on developing housing units on the north side of Avenida del Yaqui and Guadalupe Road. The Mercado and the Town Hall parking lot are no longer part of the proposed development. The proposal includes constructing sixty units for seniors on the northwest corner and 132 units for all ages on the northeast corner. The Town is now considering leasing the property instead of selling it, which impacts the project's economics. The proposed rent will be paid as each building is constructed, with the potential for the Town to collect about \$225,000 annually in rent. There are caps on the Town's infrastructure expenses, and the development agreement will be considered on February 8, 2024. The timeline for construction depends on successful financing, with the earliest phase expected to begin in March 2025. The project's completion is estimated between 2025 and 2028, contingent on winning state funding each year. The Town will not sign leases until funding is secured, ensuring no unfinished construction sites.



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Mayor Molina read a letter received from Amalia Villegas. The letter expressed concerns and uncertainties regarding the impact of The Richman Group proposal on Guadalupe. Ms. Villegas urged town leadership to prioritize preserving the Town's culture and long-term well-being. Ms. Villegas called for a thorough exploration of future options, including community involvement and transparent communication. Ms. Villegas requested a clear plan for financial recovery and offered community participation in guiding the Town's future. Assistance from various institutions was also suggested, along with collaborative approaches to leveraging resources.

Mayor Molina read a letter received from David Myers. Mr. Myers is a landowner adjacent to the proposed development parcel. The letter expressed concerns about the proposed zoning change from R-1-9 to C-4 (PAD) by the Town on behalf of The Richman Group. Mr. Myers argued that the population density is excessive, suggesting it could lead to physical and mental health issues among the community. Mr. Myers advocated for limiting building height to two stories and incorporating solar energy usage. Mr. Myers also questioned if construction jobs would prioritize Guadalupe residents and raised concerns about ownership and the history of the land's acquisition. Mr. Myers emphasized the importance of diversity and preserving the culture of the Town of Guadalupe.

Mayor Molina called upon Angelina Lopez to address Council. Ms. Lopez expressed concern regarding the proposed affordable housing development by The Richman Group. Ms. Lopez highlighted the potential risk of losing land and urged the Town Council to slow down the process, seek community input, and explore other options. Ms. Lopez emphasized the importance of prioritizing people over money and preserving the cultural heritage of the community. Ms. Lopez mentioned the support of the Pascua Yaqui Tribe in protecting the land and fostering community well-being.

Mayor Molina called upon Silvia Tirado to address Council. Ms. Tirado stated her concerns had already been addressed.

Mayor Molina called upon Daniel Torres to address Council. Mr. Torres expressed concern, mentioning that his grandfather would be upset if he knew about the ongoing situation. Living on the main street, Mr. Torres emphasized efforts made to maintain the attractiveness of the home for passersby, highlighting the potential loss of heritage if the proposed development proceeds.

Mayor Molina called upon Rosa Valenzuela to address Council. Ms. Valenzuela expressed her disagreement with the proposed project, particularly with the idea of having unfamiliar people living behind her home, despite acknowledging that such situations occur elsewhere.

Mayor Molina called upon Jesse Arias to address Council. Mr. Arias expressed concerns about the proposed project. Mr. Arias highlighted issues such as traffic safety, infrastructure costs, and the potential loss of revenue from commercial zones. Drawing from experience as a former Councilmember, Mr. Arias emphasized the importance of thoroughly evaluating the project's impact and considering all the pros and cons before making a decision.

Mayor Molina called upon Steve Langstaff with Guadalupe Community Development Corporation (GCDC) to address Council. Mr. Langstaff expressed support for affordable housing initiatives. Mr. Langstaff highlighted the success of past low-income housing tax credit complexes developed in partnership with the GCDC, emphasizing their positive impact on the community. Langstaff noted the high demand for affordable housing and the importance of addressing this need to benefit those without adequate housing in the community.

Mayor Molina called upon Christina Campoy to address Council. Ms. Campoy expressed agreement with the need for housing but raised questions regarding the approval process for the proposed project. Ms. Campoy inquired about the status of the application and whether it had been approved by the appropriate authorities. Additionally, Ms. Campoy questioned whether the current proceedings were merely formalities or if genuine consideration was being given to community input. Ms. Campoy also



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raised concerns about the long-term affordability of the housing and whether the Town would have control over rental rates after the initial 30-year period. Ms. Campoy emphasized the importance of ensuring that the Town has all the necessary information to make informed decisions.

Mayor Molina called upon Fidelis Garcia to address Council. Mr. Garcia emphasized the historical significance of Guadalupe, founded by the Pascua Yaqui Tribe in 1903, and highlighted the community's longstanding battles to preserve its identity and survival. Mr. Garcia stressed the importance of considering the long-term impacts of decisions on the Town's culture and the inheritance left for future generations. Mr. Garcia urged a deeper examination beyond numbers and building heights, focusing instead on the community's love and cultural heritage. Mr. Garcia concluded by stating the inability to support the proposed project, suggesting that while it may be suitable for larger cities, it does not align with Guadalupe's history and values.

Mayor Molina called upon Antonia Campoy to address Council. Ms. Campoy reminisced about her upbringing in Guadalupe. Ms. Campoy reflected on past improvements made by the Council, highlighting the construction of the Boys and Girls Club, Library, and Town Hall in 2000. Ms. Campoy expressed concern about the long-term maintenance and community benefit of these facilities, especially noting the future condition of the Boys and Girls Club building. Ms. Campoy also questioned the terms of the soccer field lease, suggesting that while the initial agreement seemed favorable, its practical impact on the community remains uncertain. Ms. Campoy emphasized the need for transparency regarding potential increases in the cost of living and urged the Council to consider the implications of their decisions for future generations.

Mayor Molina called upon Patricia Jimenez to address Council. Ms. Jimenez raised several questions and concerns regarding the proposed project. Ms. Jimenez recalled a previous project involving tax credits and inquired about the potential financial arrangements for the current project, specifically regarding land purchase and property taxes. Ms. Jimenez questioned the timing of the zoning change and the perceived pressure it might create for the Council to approve the project. Ms. Jimenez emphasized the need for transparency and fairness in the decision-making process.

Mayor Molina addressed several points raised by the community regarding the proposed project. Jeff Kulaga, Town Manager / Clerk, clarified that the lease for the Boys and Girls Club is not for 99 years but closer to 25 to 35 years, though Mr. Kulaga promised to provide precise information at the next meeting. Mayor Molina emphasized that the Town Council does not intend to sell the land and highlighted the challenges faced by the community, including housing insecurity and exorbitant rental rates. Mayor Molina underscored the importance of finding solutions to address these issues and expressed gratitude for the community's engagement in the discussion.

Councilmember Soto reflected on the deep-rooted loyalty and identity of the community, emphasizing the significance of preserving their heritage and history. Councilmember Soto recounted personal connections to the Town and highlighted the challenges faced by current and future generations, including housing affordability issues. Councilmember Soto acknowledged the complexity of the decision-making process and the importance of considering the long-term implications for the community. Councilmember Soto expressed gratitude for the community's resilience and urged fellow council members to carefully weigh the consequences of their decisions.

Councilmember Bravo spoke about the importance of courage and forward-thinking in preserving the community's identity and ensuring its survival. Councilmember Bravo emphasized the resilience of past generations and the need for current leaders to make difficult decisions to secure the Town's future. Councilmember Bravo highlighted the significance of unity and inclusivity within the community, rejecting divisive attitudes towards newcomers and outsiders. Councilmember Bravo underscored the responsibility of Councilmembers to prioritize the well-being of the Town of Guadalupe and its residents, acknowledging the challenges and sacrifices involved in the decision-making process. Councilmember Bravo urged fellow Councilmembers to demonstrate the courage necessary to navigate the

complexities of governance and to prioritize the long-term sustainability of the Town.

Councilmember Osuna emphasized the necessity of embracing change within the community and staying informed about the Town's budget and future projections. Councilmember Osuna highlighted the importance of community involvement in decision-making processes and expressed gratitude for the input and concerns shared by attendees. Councilmember Osuna thanked everyone for their participation and stated Council is committed to consider all viewpoints decision-making.

Councilmember Fuerte discussed a personal journey as a first-generation college graduate and emphasized deep connection to the Town and its culture. Councilmember Fuerte expressed determination to preserve his roots and ensure that the Town's identity remains intact despite external influences. Councilmember Fuerte also expressed a desire to serve as an example for younger generations and encouraged youth involvement in community affairs. Councilmember Fuerte concluded by thanking the community for participation and expressed hope for increased engagement in the future.

Vice Mayor Vital reflected on the eight years served on Council, emphasizing the initial platform of seeking change for the betterment of the community and future generations. Vice Mayor Vital highlighted the importance of incorporating the community into decision-making processes and striving for transparency, acknowledging that previous councils may not have been as transparent. Vice Mayor Vital expressed gratitude for community engagement, encouraging ongoing involvement and participation in future decisions. Vice Mayor Vital also welcomed those interested in leadership roles within the Town, reaffirming their commitment to ensuring the community thrives and progresses.

Councilmember Soto addressed a question regarding residency requirements for running for Council, confirming that all Councilmembers reside in the Town of Guadalupe.

In regards to a question from Ms. Villegas, regarding to whom the rent would be affordable for, Mr. Kulaga stated there are rent thresholds at various levels of income. Mr. Anaradian clarified the information from The Richman Group regarding projections for the rent prices of various unit types. For example, an efficiency unit would cost around \$1300 per month for someone earning 60% of the area median income (AMI), reduced to \$982 for those earning 30% of AMI and further down to \$491. Similar adjustments in rent apply to two-bedroom units, with market rates around \$1740 reduced to \$1263 and \$631 for those earning 50% and 30% of AMI, respectively.

Mr. Kulaga addressed questions raised by Ms. Villegas concerning the impact of culture and way of life, as well as infrastructure and traffic safety. Mr. Kulaga mention consulting with various entities and conducting studies, such as a traffic impact study and examination of water and wastewater lines. The City of Tempe oversees water lines, while Dibble, Town Engineers, assess sewer lines. Updates on these matters are expected by the February 8th, 2024, meeting.

Mr. Kulaga addressed questions raised by Christina Campoy regarding the status of an application submitted to the state for tax credits, noting an upcoming deadline in early April. Mr. Kulaga clarified that the Town is sponsoring the zoning application, while the state will oversee their own application for the proposal. Mr. Kulaga addressed questions about whether the project is finalized and the process for selling Town property, emphasizing that it is a lease and not a sale, therefore certain statutes regarding property sale would not apply.

Mr. Kulaga addressed questions raised by Antonia Campoy regarding the status of leases for the Boys and Girls Club, the soccer field, and the Community College. Mr. Kulaga mentioned that he would have the details available by Monday or Tuesday. Mr. Kulaga deferred questions about property taxes to Joe Estes, Town Attorney. Mr. Estes commented on the property tax issue, the lease being prepared as part of the development agreement stipulates that the developer will be responsible for paying those property taxes. It is a triple net lease, meaning the Town will not cover any taxes, encumbrances, or



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other expenses related to the property; all such costs will be borne by the developer.

Mr. Kulaga addressed questions raised by Patricia Jimenez regarding the timing of the zoning decision versus the development agreement. Mr. Kulaga stated that per state statute, municipalities must provide public notice via newspaper and to residents within 150 feet of the property. This notice occurred on January 24th. The decision on zoning for the three individual parcels is scheduled for February 8th. Subsequently, Mayor and Council will decide on the development agreement, which outlines the terms and conditions of the lease. Both decisions occur simultaneously.

Councilmember Soto addressed a question from Christina Campoy regarding what happens after the ninety-year lease. Mr. Anaradian explained that the Town will have the first right to purchase the buildings if the Town chooses to, otherwise, they will revert to the market. The Town will not own the improvements after 99 years, with considerations for the condition of those improvements. Mr. Anaradian emphasized the importance of not inheriting maintenance issues in the later years of the lease. Instead, the Town has the option to decide to own them at their appraised value at that time, with scenarios including the free market rehabilitating the buildings and continuing to collect rent. Mr. Anaradian clarified that it is customary practice for developers, like The Richman Group, to create purposeful entities for each project, often in the form of limited liability companies. This structure allows them to isolate underperforming projects from their other operations, safeguarding their resources. Despite the use of different entity names, the rights and obligations under agreements remain consistent. Mayor Molina provided an illustration of a property converting from a hotel to apartments without council notification and inquired if The Richman Group could do the same. Mr. Anaradian affirmed that any change in land use would require approval from the council, highlighting the specificity of planned area development zoning, which dictates land use, height, and density.

Mayor Molina stated that rejecting the project would create a revenue shortfall, attributing it to the community's opposition to property taxes. Mayor Molina urged proposals to tackle the anticipated \$1,000,000 financial gap over the next five years and encouraged participation in upcoming budget sessions. Councilmember Soto clarified that the Town of Guadalupe does not collect taxes. Mayor Molina stressed the importance of thorough budget evaluation and expressed reluctance to cut essential services. Mayor Molina welcomed community suggestions for addressing these challenges collaboratively.

Councilmember Bravo emphasized the importance of property taxes for funding essential services like streets, water, and sewer systems. While acknowledging the reluctance to pay property taxes, Councilmember Bravo highlighted the necessity of contributing to the community's well-being. Councilmember Bravo expressed a desire for the Town to flourish and recognized property taxes as a vital source of revenue for maintaining infrastructure and services. Councilmember Bravo encouraged collective responsibility in supporting the Town's growth and development.

3. CLAIMS

Mayor Molina stated Council will consider and may take action to approve the checks registered for December 2023, totaling \$873,347.12.

Motion by Councilmember Soto to adopt agenda item G3; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 6-0.

Councilmembers approved the checks registered for December 2023, totaling \$873,347.12.

H. TOWN MANAGER/CLERK'S COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Thanked staff for their work.



Valerie Molina
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Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

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



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Esteban F. V. Fuerte
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- o Thanked the community for their involvement.

Councilmember Fuerte – No Comments

Councilmember Soto

- o Invited the community to the Unity Walk in Tempe beginning at 4:30 p.m.
- o Thanked Mr. Saldana with GCP for resources to help the community.
- o Thanked staff for their work.

Councilmember Osuna

- o Thanked staff for their work.
- o Thanked the community for their involvement.

Vice Mayor Vital

- o Thanked the community for their involvement.
- o Thanked staff for their work.

Mayor Molina

- o Invited the community to participate in Zero Waste day.
- o Invited the community to the Book Fair at the community garden on Saturday January 27th.
- o Announced the Little League parade on March 9th.
- o Invited the community to the Unity Walk in Tempe beginning at 4:30 p.m.
- o Announced the Town of Guadalupe will be celebrating its 49th anniversary.

J. ADJOURNMENT

Motion by Councilmember Soto to adjourn the Regular Council Meeting; second by Councilmember Fuerte. Motion passed unanimously on a voice vote 6-0.

The meeting was adjourned at 7:55 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the January 25, 2024, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

Contract: C2024.08

**ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT
COOPERATIVE AGREEMENT**

This Cooperative Agreement (“Agreement”) is made by and between the Town of Guadalupe hereinafter referred to as the Cooperator, and the State Forester (collectively the “Parties”). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Intergovernmental Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. §§ 37-1303, 37-1302(13), 48-805(B)(17) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester’s and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator’s boundary or service area when requested by the Cooperator and deemed available by the State Forester. Per A.R.S. § 37-1305(H), the State Forester may require reimbursement for cost incurred

for these requested resources. The State Forester will determine as soon as practical after each request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where it could no longer maintain an adequate level of fire protection on lands within its boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;
5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days,

- for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
 7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
 8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
 9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
 10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
 11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
 12. To maintain wildland fire training qualifications as set forth by the State Forester;
 13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
 14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
 15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
 16. To provide adequate shelter from the weather elements for the Assigned Equipment;
 17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
 18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
 19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain the following minimum insurance coverage.

Insurance Requirements for Any Contractors Used by a Party to the Agreement:

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Cooperator or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. The term "Contractor" throughout this Section 19 refers only

to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section 19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.1 are applicable to the Cooperator.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “**State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees**” for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then

the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

20. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims to the extent arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the general Cooperative Agreement and attached at a later date and prior to hiring.
3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperator;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.

6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.
7. **Inspection and Audit of Records:** Pursuant to A.R.S. §§ 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. §§ 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
 Arizona Dept. of Forestry & Fire Mgt.
 1110 West Washington, Suite 500
 Phoenix, AZ 85007
 602-771-1400
 602-771-1421 fax

Cooperator:

Town of Guadalupe
 9241 S Avenida del Yaqui
 Guadalupe AZ 85283
 (480)730-3080
 (480)505-5368 FA

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with § 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.
13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

- 14. **Term:** This Agreement will continue (10) ten years from the effective date, unless terminated by either party by (30) thirty days written notice to the other. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

- 15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

(Print Name)

Signature

Title

Date

STATE FORESTER:

Thomas A. Torres _____
Print Name

Signature

State Forester _____
Title

Date

RESOLUTION NO. R2024.11

A RESOLUTION OF THE TOWN OF GUADALUPE, ARIZONA, MAYOR AND COMMON COUNCIL, DESIGNATING JEFF KULAGA, TOWN MANAGER / CLERK, AS THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Town of Guadalupe, Mayor and Council desires to designate the Town Manager / Clerk, Jeff Kulaga, as the Town of Guadalupe Chief Fiscal Officer; and,

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file AELR.

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Guadalupe, Mayor and Council as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Jeff Kulaga, Town Manager / Clerk, is hereby designated as the Town of Guadalupe's Chief Fiscal Officer for purposes of submitting the fiscal year 2024 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Mayor and Council of the Town of Guadalupe, Arizona, this 9th day of May, 2024.

Attested to:

Valerie Molina, Mayor
Town of Guadalupe

Jeff Kulaga, Town Manager /Clerk
Town of Guadalupe

Approved as to form:

David E. Ledyard, Town Attorney
Town of Guadalupe