



**\*\*\*DUE TO TOWN HALL CONSTRUCTION, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES\*\*\***

**\*\*\*MEETING STREAMED LIVE ON TOWN OF GUADALUPE FACEBOOK PAGE\*\*\***

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

**THURSDAY, NOVEMBER 10, 2022**

**6:00 P.M.**

**GUADALUPE TOWN HALL**

**9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM  
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](http://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, November 10, 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 – None.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS – None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
  - 1. **TOWN COUNCIL SWEARING IN CEREMONY:** The newly elected Mayor Valerie A. Molina and Councilmembers Esteban Fernando Valenzuela Fuertes, Mary Bravo, and Joe Sánchez will be sworn into office by the Town Manager / Clerk. *There is no material for this agenda item.*
  - 2. **VICE MAYOR SELECTION:** Council may choose to nominate and vote for a Councilmember to serve as Vice Mayor for a two-year term, ending November, 2024. Council may provide direction to the Town Manager / Clerk. *There is no material for this agenda item.*



Valerie Molina  
Mayor

Ricardo Vital  
Vice Mayor

Mary Bravo  
Councilmember

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**3. HIGHLINE CANAL RECREATIONAL PATH LIGHTING REPLACEMENT PROJECT INTERGOVERNMENTAL AGREEMENT – RESOLUTION NO. R2022.28:** Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to enter into an intergovernmental agreement (C2022-48) 22-0008725 with the State of Arizona, acting through its Department of Transportation (ADOT) for the removal of the existing solar powered lighting system for 1.5 miles along the Highline Canal Multi-Use Pathway within the Town of Guadalupe, and replacing with an electric powered lighting system. The Project cost is estimated at \$579,299.00, which includes \$501,842 of Highway Infrastructure Programs (HIP) Congressional Directed Spending Projects (Earmarks) federal aid and \$77,457 Town of Guadalupe funds. The Town will administer project design and the State will advertise, bid and award, and administer the project construction. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGER/CLERK'S COMMENTS

I. COUNCILMEMBERS' COMMENT

J. ADJOURNMENT



November 3, 2022

To: The Honorable Mayor and Town Council  
 From: Jeff Kulaga, Town Manager / Clerk  
 RE: **November 10, 2022, Town Council Regular Meeting Information Report**

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

**Agenda Items:**

**G1. MAYOR AND COUNCIL SWEARING IN CEREMONY – THERE IS NO MATERIAL FOR THIS AGENDA ITEM:**

The newly elected Mayor, Valerie A. Molina, and Councilmembers Mary Bravo, Esteban F. V. Fuerte, and Joe Sanchez will be sworn into office. The Mayor's term of office expires in November 2024 and the Councilmembers' terms of office expire in November 2026. The Town Manager / Clerk will perform a swearing in ceremony.

**G2. SELECTION OF VICE MAYOR – THERE IS NO MATERIAL FOR THIS AGENDA ITEM:** Vice Mayor terms of office are typically two years. Vice Mayor Ricardo Vital has served as the Vice Mayor since 2018. Council may vote to elect a new Vice Mayor, or to retain Vice Mayor Vital to continue serving as the Vice Mayor.

**G3. HIGHLINE RECREATIONAL PATH LIGHTING REPLACEMENT PROJECT – RESOLUTION NO. R2022.28:**

Adoption of Resolution No. R2022.28 would authorize the Mayor, or designee, to enter into an intergovernmental agreement (C2022-48) 22-0008725-1 with the State of Arizona, acting through its Department of Transportation (ADOT) for the removal of the existing solar powered lighting system for 1.5 miles along the Highline Canal Multi-Use Pathway within the Town of Guadalupe, and replacing with an electric powered lighting system.

The Project cost is estimated at \$579,299.00, which includes \$501,842.00 of Highway Infrastructure Programs (HIP) Congressional Directed Spending Projects (Earmarks) federal aid and \$77,457.00 Town of Guadalupe funds. The Town will administer project design and the State will advertise, bid and award, and administer the project construction.

Project background: The purpose of this lighting project is to resolve the ongoing theft, vandalism, and maintenance problems to provide a safe, efficient, improved, and cost-effective pedestrian path lighting system. The Town of Guadalupe submitted an application seeking Federal Community Project Funding for this project in April, 2021 and was awarded to the Town of Guadalupe, in February 2022, through the leadership of Congressman Gallego. As required, federal funded projects are advertised and administered by ADOT.

Town funding for this Project is available in the Adopted FY 2023 budget, capital outlay cost center, totaling \$86,847.00. The Town has invested \$59,406.00 for initial project design FY 21 and FY 22. Anticipated future Town costs total \$136,899.00 including \$59,424.00 for preparation of final project construction documents and \$77,475 to ADOT as required in this IGA for project oversight and administration. Because, the initial project cost estimate is approaching two years old, it is expected that the construction bid will be greater than the estimated \$579,299.00. The Town of Guadalupe will be responsible for all cost overruns, as such the Town is investigating using Salt River Project (SRP) Neighborhood Aesthetic Funds, cost savings from other adopted FY 23 capital projects and budgeting accordingly in FY24. Start of project construction is anticipated for fall 2023.

**Immediately following in the Regular Council Meeting will be a reception to celebrate the swearing in of the newly elected Mayor and Councilmembers. The public is welcome to attend.**

**RESOLUTION NO. R2022.28**

A resolution of the Town Council of the Town of Guadalupe, Maricopa County, Arizona, authorizing the Town to enter into an intergovernmental agreement with the State of Arizona, acting through its Department of Transportation (ADOT) for the removal of the existing solar powered lighting system for 1.5 miles along the Highline Canal Multi-Use Pathway within the Town of Guadalupe, and replacing with an electric powered lighting system. The Project cost is estimated at \$579,299.00, which includes \$501,842 of Highway Infrastructure Programs (HIP) Congressional Directed Spending Projects (Earmarks) federal aid and \$77,457 Town of Guadalupe funds. The Town will administer project design and the State of Arizona will advertise, bid and award, and administer the project construction.

**WHEREAS**, the State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State; and

**WHEREAS**, the Town is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town; and

**WHEREAS**, the Town has received funding through the Fiscal Year (FY) 2022 Allocation of Highway Infrastructure Programs (HIP) Congressional Directed Spending Projects (Earmarks) for the work proposed under this Agreement consisting of removing the existing solar powered lighting system for 1.5 miles along the Highline Canal Multi-Use Pathway within the Town of Guadalupe, and replacing with an electric powered lighting system, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$579,299.00, which includes federal aid and the Town's match. The Town will administer the design and the State will advertise, bid and award, and administer the construction phase of the Project; and

**WHEREAS**, the interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

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 (IGA) with the State of Arizona, acting through its Department of Transportation (ADOT) for the proposed work as outlined in the IGA for the Highline Canal Recreational Path Lighting Replacement Project. (Contract #C2022-48)

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Guadalupe, Arizona, this 10th day of November, 2022.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**EXHIBIT A****Cost Estimate****T0392 01D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost, non-federal-aid:**

Town's costs @ 100%	<u>\$30,000.00</u>
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**Construction:\***

Federal-aid funds	\$ 501,824.00
Town's match	<u>\$ 47,475.00</u>

<b>Subtotal - Construction</b>	<b>\$ 549,299.00</b>
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<b>Estimated TOTAL Project Cost</b>	<b>\$579,299.00</b>
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<b>Total Estimated Town Funds</b>	<b>\$ 77,475.00</b>
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<b>Total Federal Funds</b>	<b>\$ 501,824.00</b>
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\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Town) and 5% Project contingencies)

ADOT CAR No.: IGA 22-0008725-I  
AG Contract No.: P0012022001735  
Project Location/Name: Highline Canal,  
Mineral Rd – Avenida Del Yaqui  
Type of Work: Replace Lighting System  
Federal-aid No.: GUA-0(206)T  
ADOT Project No.: T0392 01D/01C  
TIP/STIP No.: GDL21-240D,GDL23-240C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: N/A

C2022-48

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF GUADALUPE

**THIS AGREEMENT** (“Agreement”) is entered into this date \_\_\_\_\_, pursuant to the 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.”

**I. RECITALS**

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by A.R.S. § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. The Town has received funding through the Fiscal Year (FY) 2022 Allocation of Highway Infrastructure Programs (HIP) Congressional Directed Spending Projects (Earmarks) for the work proposed under this Agreement consisting of removing the existing solar powered lighting system for 1.5 miles along the Highline Canal Multi-Use Pathway within the Town of Guadalupe, and replacing with an electric powered lighting system, (the “Project”). The Project cost, shown in Exhibit A, is estimated at \$579,299.00, which includes federal aid and the Town's match. The Town will administer the design and the State will advertise, bid and award, and administer the construction phase of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town for the

Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

**THEREFORE**, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

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## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Town is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Town is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the FHWA. The Town acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
  - d. The Project will be completed in accordance with the memorandum dated June 28, 2022 shown in Exhibit B, attached and made part of this Agreement.
  - e. A portion of the work will be performed within Salt River Project (SRP) right of way. The Town will coordinate with SRP as needed for items including but not limited to necessary reviews and permits.
  - f. The Town and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Town's designated agent for the Project.
  - b. After this Agreement is executed, and prior to performing or authorizing any work on the Project, invoice the Town for the initial Project Development Administration (PDA) costs, estimated at \$30,000.00. If PDA costs exceed the estimate during the development of design, notify the Town, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Town for additional

- costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Town for the difference between actual costs and the amount the Town has paid for PDA.
- c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the Town as appropriate.
  - d. After completion of design review and prior to bid advertisement, invoice the Town for the actual PDA costs, as applicable, and the Town's share of the Project construction costs, estimated at \$47,475.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
  - e. After receipt of the actual PDA costs, if applicable, and the Town's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Town will be responsible for any overage.
  - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain Town concurrence and invoice the Town for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
  - g. Notify the Town of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Town, and provide a copy to the Town indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
  - h. Notify the Town of completion and final acceptance of the Project; coordinate with the Town and turn over full responsibility of the Project improvements.
  - i. Not be obligated to maintain the Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Town will:
- a. Designate the State as the Town's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000.00. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.



- c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.
- d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.
- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Town's share of the Project construction costs, estimated at \$47,475.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Town, if applicable.
- h. As applicable, certify that the Town has adequate resources to discharge the Town's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such

- encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter Town rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Town rights of way. This temporary right will expire with completion of the Project.
  - k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
  - l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Town requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Town. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
  - m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
  - n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **III. MISCELLANEOUS PROVISIONS**

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

**Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Town

terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

4. Indemnification. The Town shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Town, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Town's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Town which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Town's obligations under this paragraph shall survive the termination of this Agreement.
5. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Town shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Town.
6. Programmed Federal Funds. The cost of Project work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Town acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Town agrees to pay the difference between actual costs of the Project and the federal funds received.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Title VI. The Town acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Town shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Town, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Anti-Israel Boycott Act and Certification of No Use of Forced Labor of Ethnic Uyghurs in the People's Republic of China. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. § 35-393.01 and A.R.S. § 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Agreement Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Town of Guadalupe  
 Jeff Kulaga  
 9241 S Avenida del Yaqui  
 Guadalupe, AZ 85283  
 480.505.5376  
[jkulaga@guadalupeaz.org](mailto:jkulaga@guadalupeaz.org)

**For Project Administration:**

Arizona Department of Transportation

Town of Guadalupe  
 Jeff Kulaga

Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

9241 S Avenida del Yaqui  
Guadalupe, AZ 85283  
480.505.5376  
[jkulaga@guadalupeaz.org](mailto:jkulaga@guadalupeaz.org)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Town of Guadalupe  
Jeff Kulaga  
9241 S Avenida del Yaqui  
Guadalupe, AZ 85283  
480.505.5376  
[jkulaga@guadalupeaz.org](mailto:jkulaga@guadalupeaz.org)

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
  22. Legal Counsel Approval. 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 Agreement and that the Agreement is in proper form is set forth below.
  23. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
- 

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**TOWN OF GUADALUPE**

By \_\_\_\_\_ Date: November 10, 2022  
**VALERIE MOLINA**  
Mayor

ATTEST:

By \_\_\_\_\_ Date: November 10, 2022  
**JEFF KULAGA**  
Town Manager/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 and 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: November 10, 2022  
David E. Ledyard, Esq.  
Faith, Ledyard & Faith  
Town Attorney's

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_

**STEVE BOSCHEN, PE**

Infrastructure Delivery and Operations Division

Division Director

A.G. Contract No. P0012022001735 (ADOT IGA 22-0008725-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**  
**Cost Estimate**

**T0392 01D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost, non-federal-aid:**

Town's costs @ 100%	\$30,000.00
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**Construction:\***

Federal-aid funds	\$ 501,824.00
Town's match	\$ 47,475.00

<b>Subtotal - Construction</b>	<b>\$ 549,299.00</b>
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<b>Estimated TOTAL Project Cost</b>	<b>\$579,299.00</b>
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<b>Total Estimated Town Funds</b>	<b>\$ 77,475.00</b>
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<b>Total Federal Funds</b>	<b>\$ 501,824.00</b>
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\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Town) and 5% Project contingencies)