



NOTICE OF REGULAR MEETING OF THE TOWN OF GUADALUPE COUNCIL

FEBRUARY 28, 2019

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a Regular Meeting, open to the public, on Thursday, February 28, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

AGENDA

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Online agendas and results
available at
www.guadalupez.org

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

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION/PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES:

1. Approval of the minutes of the Town Council Regular Meeting held on February 14, 2019.

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. **MARICOPA COUNTY HEADSTART LEASE AGREEMENT AMENDMENT NO. 6:** Council will consider and may approve amendment no. 6 to a lease agreement between the Town of Guadalupe and Maricopa County for use of premises located at 9401 South Avenida del Yaqui, Guadalupe Arizona consisting of 2,364 square feet for Head Start Program use; and, direct the Mayor to sign all necessary documents in furtherance of this contract. This sixth amendment would extend the term of the lease for a five year period ending, May 31, 2024. All other terms of the original lease agreement and previous amendments will remain in full force with the exception of the weekly custodial services increasing from \$30 per week to \$40 per week.

2. **ARIZONA MUTUAL AID COMPACT:** Council will consider and may approve the Town of Guadalupe's participation in the Arizona Mutual Aid Compact as a signatory political jurisdiction within the State of Arizona; and, direct the Mayor to sign all necessary documents in furtherance of this compact. The Arizona Mutual Aid Compact enables participating political jurisdictions and tribal nations to share resources and personnel during emergencies and then be reimbursed for the resources provided. The previous compact expired on November 13, 2018. The term of this compact is ten years and would expire on February 28, 2029. There is no cost to the Town of Guadalupe for participation in this compact.



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3. **SALT RIVER PROJECT STATIC WIRE AND POLE REPLACEMENT PROJECT:** Town staff will provide a report on Salt River Project's (SRP) static wire and utility pole replacement project currently underway in the Town of Guadalupe. SRP is replacing 16 power poles, including their associated static wire (lightning protection). Replacements are completed along the north side of Calle Cerritos. Replacements along Avenida del Yaqui are scheduled from March 4 to March 15, 2019. Council may provide direction to the Town Manager.
 4. **TOWN CULTURE – VALUE OF PEACE, LOVE AND FAMILIES:** Town representatives of families, coming in peace and love, will address the Town Council regarding the love of families and the pain of disconnected families. Council may provide direction to the Town Manager.
 5. **FIVE YEAR FORECAST COMMUNITY MEETINGS:** Per Town Council direction, staff is moving forward with planning a series of community meetings to share the forecast with residents and businesses and seek input and ideas. To do so, the Town Manager is seeking scheduling direction from Town Council.
- H. TOWN MANAGERS' COMMENTS
- I. COUNCILMEMBERS' COMMENTS
- J. ADJOURNMENT



February 22, 2019

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: February 28, 2019 Town Council Regular Meeting Information Report

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

Agenda Items:

G1. Maricopa County Head Start Program Lease Agreement Amendment No. 6: Council will consider and may approve amendment no. 6 to a lease agreement between the Town of Guadalupe and Maricopa County for use of the premises at 9401 South Avenida del Yaqui, Guadalupe, Arizona consisting of 2,364 square feet classroom, kitchen, and restroom space for Head Start Program use. This sixth amendment would extend the term of the lease for a five-year period ending May 31, 2024. All other terms of the original lease agreement and previous amendments will remain in full force with the exception of the weekly custodial services increasing from \$30 per week to \$40 per week. The rent would remain at a monthly \$8.00 per square foot rate, totaling \$18,912 annually. The original contract and amendment 1 were approved on June 20, 2001, amendments 2 through 5 are as follows:

- Amendment 2, 7-1-2004, addressed tenant improvements
- Amendment 3, 6-1-2013, reduced the agreement term from 2016 to 2013, same rental rate
- Amendment 4, 6-1-2013 to 5-30-2015, same rental rate
- Amendment 5, 6-1-2015 to 5-31-2019, same rental rate, Janitorial added for \$30/week
- ***Amendment 6, 2-28-2019 to 5-31-2024, same rental rate, custodial services increasing from \$30/week to \$40/week (Pages 12-14)***

G2. Arizona Mutual Aid Compact: The Arizona Mutual Aid Compact enables participating political jurisdictions and tribal nations to share resources and personnel during emergencies, and then be reimbursed for the resources provided. The previous compact expired on November 13, 2018. The term of this compact is ten years and would expire on February 28, 2029. There is no cost to the Town of Guadalupe for participation in this compact.

This mutual aid agreement provides a mechanism to agencies, organizations, and jurisdictions to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and after an incident. A signed agreement does not obligate the provision or receipt of aid, but rather provides a tool for use should the incident dictate a need.

Overall, eligible participants include any political subdivision, including counties; incorporated cities and towns; public education districts; irrigation, power, electrical, agricultural improvement, drainage and flood control districts; fire districts; and other tax levying public improvement districts. Additionally, all federally-recognized tribal nations and communities may participate. **(Pages 15-32)**

G3. Salt River Project Static Wire and Pole Replacement Project: Salt River Project (SRP) is replacing 16 power poles and accompanying static wire (lightning protection), in Guadalupe. Replacements are completed along the north side of Calle Cerritos. Replacements along Avenida del Yaqui are scheduled from Monday, March 4 to Friday, March 15, 2019. Project notifications from SRP to Guadalupe addresses were mailed last week. The notifications are in English and Spanish, and are attached. The attached map illustrates the SRP replacement work in Guadalupe which is part of a larger project beginning in Tempe at 48th Street and Southern Avenue.

Importantly, as the attached traffic barricade plan illustrates, the replacement work requires closure of the southbound and center lane of Avenida del Yaqui at each pole replacement location. Once a pole is removed and replaced, the barricading will be moved to the next pole. This barricading will require flaggers, provided by SRP, to direct north and southbound traffic. This will impact travel along Avenida del Yaqui. **(Pages 33-37)**

G4. Town Culture – Value of Peace, Love and Families: Per request of the Town Council at the February 14, 2019 Regular Council Meeting, town representatives of families, coming in peace and love, will address the Town Council regarding the love of families and the pain of disconnected families. Council may provide direction to the Town Manager to follow up. Attachment provided by a Town representative. **(Page 38)**

G5. Five Year Forecast Community Meetings: Per Town Council direction, staff is moving forward with planning a series of community meetings to share the forecast with residents and businesses and seek input and ideas. To do so, the Town Manager is seeking direction from Town Council on when to schedule the community meetings. Two time frames are suggested:

- A) Wednesday, March 20; Saturday, March 30; Thursday, April 4
- B) Tuesday, May 7; Wednesday, May 15; Saturday, May 25.

Meetings will be held in the MPR with weekend meetings starting at 6:00 p.m. and Saturday meetings starting at 9:00 a.m..

There is no material for this agenda item.



Minutes Town Council Regular Meeting February 14, 2019

Valerie Molina
Mayor

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, February 14, 2019, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Ricardo Vital
Vice Mayor

A. CALL TO ORDER

Mayor Molina announced that Vice Mayor Vital would be officiating the meeting.

Mary Bravo
Councilmember

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

Anita Cota
Councilmember

B. ROLL CALL

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

Gloria Cota
Councilmember

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

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

C. INVOCATION/PLEDGE OF ALLEGIANCE

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

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www.guadalupez.org

D. APPROVAL OF MINUTES

1. Approved the minutes of the Town Council Regular Meeting held on January 10, 2019.
2. Approved the minutes of the Town Council Work Study Session held on January 10, 2019.
3. Approved the minutes of the Town Council Regular Meeting held on January 24, 2019.

Motion by Mayor Molina to approve agenda items D1, D2, and D3; second by Councilmember Anita Cota. Motion passed unanimously 7-0.

E. CALL TO THE PUBLIC

Socorro Bernasconi discussed how the elderly are vulnerable to homelessness; her name was added to a promotional flyer; property taxes are going to double; and, harassment of community members by door to door repairmen. Ms. Bernasconi requested that harassment of community members be added to a future meeting agenda.

Vice Mayor Vital requested that the Town Manger / Clerk add harassment of community members to an upcoming meeting agenda.

Eliseo Pascua and Michael Varnegas, R & M Towing, discussed concerns about three burglaries at R & M Towing within the past two weeks; and, concerns regarding the Maricopa County Sheriff's Office response times and lack of manpower to increase patrol activity at their business location. In response to the criminal activity,

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approximately \$6,000 has been invested in the business to install new surveillance cameras. Burglaries have occurred in the businesses to the north and south of this business location; and, car windows have been damaged. Mr. Varnegas requested that community members be aware of their surroundings.

Mr. Varnegas noted that the Town Council approved a three-year conditional use permit for R & M Towing, which is expiring soon. He requested that the conditional use permit be added to the February 28, 2019, Town Council Regular Meeting agenda.

Valerie Molina
Mayor

Vice Mayor Vital requested that the Town Manager / Clerk work with Mr. Varnegas on the conditional use permit process.

Ricardo Vital
Vice Mayor

F. MAYOR and COUNCIL PRESENTATIONS – None.

Mary Bravo
Councilmember

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

Anita Cota
Councilmember

1. **FISCAL YEAR 2018/19 MID-YEAR BUDGET UPDATE:** Jeff Kulaga, Town Manager / Clerk, provided a fiscal year (FY) 2018/19 (July 2018 – December 2018) financial status report that includes Town fund and cash balances, expenditures, and a comparison of FY 2018/19 to FY 2017/18 mid-year financials. Additional budget updates will be provided to the Town Council in the spring, with a final budget recap scheduled for the summer.

Gloria Cota
Councilmember

Mr. Kulaga noted that the Town continues to use fund balances (savings) to balance the Town operating budget. Town staff has been frugal with expenditures. In keeping with other cities and towns, the Town spends 55-65% of its budget on fire and police public safety. The Town general services budget is \$1.4 million; the current contract with the Maricopa County Sheriff's Office (MCSO) is \$1.7 million; and, the Fire Department budget is \$1.2 million.

Elvira Osuna
Councilmember

Mr. Kulaga discussed various programs and projects that are being funded from the General Fund; and, reviewed the following special revenue fund balances for the Highway User Revenue Fund, Local Transportation Assistance Funding, Senior Center Program, Community Action Program; the Mercado; sewer, and refuse funds; and, fund transfers. Mr. Kulaga noted that bookings for the Mercado facility have increased from last year's bookings.

Joe Sánchez
Councilmember

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In response to concerns about the loss of revenue for the sewer and refuse funds and the potential to partner with the City of Tempe for these services, Mr. Kulaga stated that he will be meeting with Waste Management representatives to discuss refuse pick-up rates. With Council direction, staff could approach the City of Tempe (Tempe) to discuss consideration of a partnership with Tempe to provide refuse service to the Town. Partnering with Tempe on refuse collection could result in system efficiencies.

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At the request of Council, Mr. Kulaga reviewed the expenses and rental income derived from the Mercado. Councilmembers discussed the possibility of the Mercado tenants being responsible for their electricity and facility repair costs. Mr. Kulaga stated that he will follow up on this and discussed a scenario similar to a homeowners association whereby tenants could pay into a fund that would pay for their electricity usage and facility repairs. Bob Thaxton, Finance Director, stated that Salt River Project has assessed the possibility of tenant's paying for their electricity usage and discovered that the electric meter is shared by multiple tenants, making it challenging to break down electricity usage by tenant. Mr. Kulaga added that the electrical box is over 30 years old. To retrofit the equipment, it would need to be replaced, which could exceed \$1.5 million. Councilmembers discussed the possibility of determining an average total electric bill, and assessing the same amount to all tenants. Mr. Kulaga noted that another option could be to increase the rent. Mr. Kulaga stated that staff will prepare a financial forecast for the Mercado and will factor in various scenarios whereby revenue could be generated. Councilmembers noted that the Mercado has the cheapest rental square footage in the area.



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No action was take on this agenda item.

2. FIVE-YEAR TOWN FINANCIAL FORECAST: Jeff Kulaga, Town Manager / Clerk, and Pat Walker, Consultant, presented a five-year financial forecast that takes into consideration revenue/expenditure trends, anticipated needs/activities, legislative impacts, anticipated cost of services, and cost of material increases, to project future Town revenues and expenditures. The five-year forecast provides a financial outlook that will assist the Town Council in decision making regarding providing services and programs for the community.

Pat Walker reviewed the purpose of a five year forecast, assumptions used and assumptions not used, financial status overview, and next steps. Ms. Walker discussed the importance of ensuring there are no structural deficits, which occur when expenditures exceed revenues. The financial plan provides for flexibility to make changes, as community needs change.

Ms. Walker reviewed assumptions used in the financial forecast. Jeff Kulaga, Town Manager / Clerk, noted that the financial forecast assumes no wage increases for staff over the next five years; however, the forecast also assumes a 15% increase in health and dental insurance, which would result in less take home pay for staff.

In response to questions, Mr. Kulaga stated that the most recent staff raises were approved in fiscal year 2015/16; and, that staff experienced work furloughs in 2008/2009, as a cost savings measure.

Ms. Walker then discussed assumptions not used in the financial forecast and their potential impacts to the budget; reviewed various budget scenarios and their impact to Town operations; and, the funding gap associated with each scenario. The budget update in March will include financial forecast assumptions and scenarios for special revenue funds. Ms. Walker emphasized the importance of the Council understanding the areas and community impacts where the Council may choose to reduce the budget.

Mr. Kulaga discussed the challenging option of reducing wages 3-5%; evaluating services to determine if there are services that could be eliminated; evaluating and leveraging Town assets; compiling an inventory of Town assets; determining the retail square footage yield on investment; and, determining if vertical development is an option because the Town is landlocked.

Councilmembers discussed the properties in Town that the Pascua Yaqui Tribe (Tribe) owns and exploring partnership opportunities with the Tribe; and, requested that Mr. Kulaga schedule a joint meeting with the Tribe to discuss the Town's financial status and partnership opportunities. Councilmembers emphasized the importance of communicating the Town's financial status and challenges to community members and voiced concern about cutting services. Per the financial forecast, the Town could potentially become bankrupt by 2023. Mr. Kulaga discussed that this could lead to the potential of the Town unincorporating.

In response to concerns raised regarding the Town's 40-year old sewer system, Mr. Kulaga stated that the Town owns the sewer pipes; and discussed concerns about this portion of Town infrastructure posing a public health and safety concern. It is unknown what the life expectancy of the sewer pipes is, including the cost involved to replace the system. An assessment of the condition of the sewer system could cost approximately \$100,000.

In response to a question, Mr. Kulaga provided examples and cost estimates of needed repairs to Town facilities.

Councilmembers discussed the possibility of coordinating a cost sharing agreement with the City of Tempe or the Kyrene Justice Court to provide court services for the Town. Councilmembers expressed concern about how Court clients have historically being mistreated by other jurisdictions. Councilmembers agreed that exploring cost sharing options with surrounding jurisdictions would be helpful; assessing how much the Town receives in



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property taxes; how property taxes impact the elderly and community members on fixed incomes; assessing how many community members are not paying property taxes; and, ensuring that rental property (landlords) are paying their fair share of taxes.

Mr. Kulaga recapped the Council conversation and direction to staff as follows:

- Schedule a Town Council joint meeting with Pascua Yaqui Tribal Council; include Fire Department data requested at the January 10, 2019, Council Work Study Session
- Begin a community engagement process regarding the budget status
- Explore cost sharing services such as Courts, refuse collection
- Assess property tax models; compile property tax information for Guadalupe residences
- Assess rental properties and confirm rental property tax requirements
- Present a financial forecast for special funds to Council
- Explore the cost of an analysis of the status of the Town’s sewer system

Councilmembers discussed a Maricopa County program whereby widows and the elderly may be eligible for property tax reductions. A Councilmember requested a list of municipalities that do not charge property taxes; and, the need for staff to present this budget information to community members. Recurring revenue is needed.

In response to a question regarding the ability for the Town to renegotiate lease agreements for municipal properties, David Ledyard, Town Attorney, stated that the Town could renegotiate, however the tenant does not have to agree to the renegotiated rate. Another opportunity to renegotiate lease agreements is when the leases are ready to be renewed.

Mr. Ledyard noted that there are times when cost sharing of services may not be cheaper.

Councilmembers discussed the importance of the Town being appealing to developers. The Town currently has code enforcement and crime rate challenges.

Mr. Kulaga stated that it is unknown whether or not the Town has the capacity to raise enough sales tax revenue to address budget needs. Community improvement investments such as the Avenida del Yaqui Improvement Project and the undergrounding of Salt River Project power poles may be attractive to developers.

A Councilmember discussed the possibility of televising Council meetings.

In response to a question concerning the annual \$100,000 revenue that the Town collects from the Arizona Mills Mall contract, Mr. Kulaga stated that he will follow up to determine the status of the mall and the contract terms.

Councilmembers discussed the importance of communicating the status of the budget to the public; seeking out key community members to assist in the process; adding the budget presentation to the Town website; and, ensuring that community members are notified of when the public meetings will be held.

There was no action take on this agenda item.

3. CONTINGENCY BUDGET REQUEST: Jeff Kulaga, Town Manager / Clerk, announced stated that staff is recommending an \$18,000 expenditure allocation from the approved budget contingency to fund three part-time Public Works maintenance employees to assist with maintaining alleys, parks and basins, and graffiti removal for the remainder of this fiscal year. This will replace the discontinued Maricopa County Sheriff’s Office Chain Gangs Program.

Councilmembers discussed the possibility of utilizing the services of individuals that have been ordered by the court to perform community services. Mr. Kulaga stated that he will follow up with Judge Garcia to determine if this is an option. David Ledyard, Town Attorney,



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outlined scenarios whereby community service could be provided in lieu of paying court fines, however, there could be liability placed upon the Town for this activity.

A Councilmember noted that weed height prevented City of Tempe employees from being able to read a utility meter; and, that weeds and graffiti are an issue throughout the community.

Motion by Mayor Molina to approve agenda item G3; second by Councilmember Sánchez. Motion passed unanimously 7-0.

4. **CLAIMS:** Councilmembers approved the check register for January, 2019, totaling \$427,697.12.

Motion by Mayor Molina to approve agenda item G4; second by Councilmember Osuna. Motion passed unanimously 7-0.

5. **ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) INTERSTATE 10 (I-10) BROADWAY CURVE STUDY:** The Arizona Department of Transportation is initiating the I-10 Broadway Curve Study and Freeway Expansion Project. An informational public meeting is scheduled for Tuesday, February 26, 2019, from 5:30 to 7:30 PM, Rio Salado Conference Center, 2323 W. 14th Street, Tempe, AZ.

Mr. Kulaga Jeff Kulaga, Town Manager / Clerk, stated that with the passage of recent tax code changes, the Town will benefit from increased sales tax revenue for portions of the project. ADOT has indicated that no portions of the project will encroach into the Town.

A Councilmember requested that this public meeting notice be added to Facebook.

No action was taken on agenda item G5.

6. **FINANCIAL SUMMARY OF JANUARY 30, 2019:** Jeff Kulaga, Town Manager / Clerk, announced that the Town of Guadalupe was awarded \$532,795 in Federal Congestion Mitigation and Air Quality Funds through the Maricopa Association of Governments; and, an additional \$94,602 in Maricopa County Community Development Block Grant funds totaling \$627,367. In addition, the Town celebrated the dedication of a new Fire Truck recognizing the Ak-Chin Indian Community and the Tohono O’odham Nation support of \$112,500 and \$62,500 respectively, in 12% revenue sharing grants. In total, \$802,367 in grants to improve the quality of life for community members was awarded or acknowledged on January 30, 2019.

Mr. Kulaga played a video clip of the press coverage of the fire truck dedication ceremony; and, noted that he will e-mail the clip to the Ak-Chin Indian Community and the Tohono O’odham Nation.

In response to a question regarding the Avenida del Yaqui Road Construction Project, the Town would need to receive the Maricopa Association of Governments funding in order for the project to be affordable to the Town.

No action was taken on agenda item G6.

H. TOWN MANAGERS’ COMMENTS

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

- o Dia de Guadalupe event – commended staff on their work. Low attendance; cold weather.
- o Fire House Subs provided a \$19,000 grant to the Guadalupe Fire Department for the purchase of thermal imaging cameras.



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I. COUNCILMEMBERS' COMMENTS

Councilmember Bravo

- Thanked audience members for attending the meeting.
- She is enjoying her role as a Councilmember.

Councilmember Anita Cota

- Thanked staff members for attending the meeting; and for the graffiti removal.
- She has received complaints regarding traffic on Calle de Yusuco; speed bumps may be an option.

Councilmember Sánchez

- Glad that pot holes are being fixed.
- Street light on Encinas lit 24-hours a day.
- Volunteers are needed to help with weeds at the cemetery.

Councilmember Osuna

- Taco truck on Avenida del Yaqui is dumping oil into the street drain.
- Thanked Vice Mayor Vital, staff, and the Maricopa County Sheriff's Office for their work on the Dia de Guadalupe event.

Councilmember Gloria Cota

- Thanked audience members for attending the meeting.

Mayor Molina

- Thanked Vice Mayor Vital and staff for their work on the Dia de Guadalupe event.
- Requested that staff include an informational flyer in the water bill regarding the Frank School grand opening ceremony.
- Thanked staff for their work on alleys.
- Graffiti located at San Angelo and Tomi.
- Abandoned vehicle on Calle Saguario.
- Would like to see large trucks prohibited from traveling through the Town.

Vice Mayor Vital

- Sunday, February 24, 2019 – Community of Guadalupe Church Family Day event; prescription drugs can be returned at event.
- Thanked staff for their work on the Dia de Guadalupe event; not well attended. Discussed the possibility of holding this event every five years, to lower costs.
- Requested a flyer regarding the Frank School grand opening ceremony incorporated into an upcoming community newspaper edition.



J. ADJOURNMENT

Motion by Mayor Molina to adjourn; second by Councilmember Bravo. Motion passed unanimously 7-0.

The meeting was adjourned at 8:00 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

Valerie Molina
Mayor

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Vice Mayor

Mary Bravo
Councilmember

Anita Cota
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Town Council Regular Meeting of the Town Council of Guadalupe, Arizona held on the 14th day of February 2019. 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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C2019-04

AMENDMENT No. 6 to LEASE AGREEMENT

Between

TOWN OF GUADALUPE, LESSOR

And

MARICOPA COUNTY, LESSEE

RECITALS

- A. Lessor and Lessee are Parties to that certain Lease Agreement No. L-7309 dated June 20, 2001 and subsequently amended July 1, 2004, May 11, 2011, August 31, 2011, April 24, 2013 and June 24, 2015 (the "Lease Agreement"). The Lease Agreement is for premises at 9401 South Avenida del Yaqui, Guadalupe, AZ, consisting of 2,364 square feet of classroom, kitchen, and restroom space for Head Start Program use.
- B. The term of the Lease Agreement expires on May 31, 2019.
- C. Lessor and Lessee now mutually desire to enter into this amendment to the Lease Agreement ("Amendment No. 6") to extend the term of the Lease Agreement to May 31, 2024, increase the janitorial cost, update Lessee notice address and add indemnification language.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency and adequacy of which the Parties acknowledge, Lessee and Lessor agree to amend the Lease Agreement as follows:

- 1. The Recitals, by this reference, are hereby incorporated into this Lease Agreement.
- 2. The term of the Lease Agreement, through this Amendment 6, is hereby extended to May 31, 2024. This Lease Agreement is subject to termination pursuant to the provisions of A.R.S. §38-511.
- 3. All notices herein required to be given to Lessee shall be sent to Lessee at:

Maricopa County Head Start Program
Attn: **Program Manager**
2150 South Country Club Dr., Suite 7
Mesa, AZ 85210-6878

With a copy to:

Maricopa County Real Estate Department
Attn: **Director**
2801 W. Durango Street
Phoenix, AZ 85009

4. Section 4 of Amendment No. 5 is deleted in its entirety and replaced with the following:

Lessor shall provide janitorial services to the two (2) Premises restrooms twice weekly at a cost of Forty Dollars (\$40.00) per week. Lessor shall include the janitorial costs on the monthly invoice provided to Lessee and Lessee shall reimburse Lessor for said costs.

5. Each Party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party (as “Indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys’ fees) (hereinafter collectively referred to as “claims”) arising out of the negligent performance of this Lease Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
6. The effective date of this Amendment No. 6 is the date of execution by Maricopa County.
7. This Amendment No. 6 may be executed in one or more counterparts and the signature pages combined shall constitute one document.
8. The foregoing paragraphs contain all the changes made by this Amendment No. 6. All other terms and conditions of the Lease Agreement and as modified by subsequent amendments shall remain the same and in full force and effect.

.....

C2019-05

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency or Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. 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 which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST: _____
(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney)

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- | | | | |
|--------------------------------------|----------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Meals | <input type="checkbox"/> Operator(s) | <input type="checkbox"/> Water |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Lodging | <input type="checkbox"/> Power | <input type="checkbox"/> Transporter |

Mission**Special Instructions****Request Forwarded to**

Contact Name
 Organization/Agency
 Vendor
 Date/Time of Submission

Request Approved by**Date**

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs Equipment Costs Commodities
--

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost

Providing Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Requesting Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Appendix B**ARIZONA MUTUAL AID COMPACT (AZMAC)
POINTS OF CONTACT**

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC) USE OF A CONTRACTOR

In addition, each signatory 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, 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 signatory'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 arising solely 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."

Insurance Requirements for Governmental Parties:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity 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.

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.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- 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
- 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.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- 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* in any Intergovernmental Agreement 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 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. 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.

Gloria Beltran, Public Involvement Representative



PAB4TB | P.O. Box 52025

Phoenix, AZ 85072-2025

P: (602) 236-0622

Gloria.Beltran@srpnet.com | srpnet.com

Important information regarding SRP construction in your neighborhood

February 13, 2019

Dear SRP Customer:

As part of our ongoing efforts to deliver low-cost, reliable power, SRP will soon be upgrading transmission power poles in your area.

SRP line crews will be replacing the Static Wire (lightning protection) and replacing 28 existing 69kV wood and steel poles located between the Lassen and Wilkins substations (please see map on back). The existing poles will be replaced with both steel and wooden poles and are 60 feet tall. Crews will be utilizing bucket trucks and cranes to remove the old poles and set the new poles. ***Please be advised that construction activities will take place in residential streets and alleys, and streets may be restricted due to the use of large equipment.***

You may see crews doing preliminary work in preparation for this upcoming construction project. Construction is scheduled to begin next week and should take approximately 10-12 weeks to complete. Start and completion dates are dependent on weather and a number of other construction related issues.

Every effort will be made to prevent accidental outages; however, you *may* experience temporary power outages as crews disconnect and reconnect existing lines. It is SRP's policy to notify residents in advance of any scheduled outage that is expected to exceed 30 minutes; however businesses will be notified regardless of the duration.

We appreciate your cooperation concerning this project and would like to apologize in advance for any inconvenience you may experience. It is SRP's mission to provide a low-cost, reliable supply of power and water to the communities we serve. We appreciate your support in working toward this mission. Should you have any questions or concerns regarding this project, please feel free to call me at **(602) 236-0622**.

Sincerely,

Gloria Beltran

Gloria Beltran

Public Involvement Representative

Job # T3038323 (STARR: Lassen-Wilkins 69kV)





Gloria Beltran, Public Involvement Representative
PAB4TB | P.O. Box 52025
Phoenix, AZ 85072-2025
P: (602) 236-0622
Gloria.Beltran@srpnet.com | misrp.com

Información importante sobre trabajo de construcción de SRP en su vecindario

13 de febrero del 2019

Estimado (a) cliente de SRP:

Como parte de nuestros esfuerzos continuos por ofrecerle un servicio eléctrico confiable y a bajo costo, SRP actualizará próximamente los postes de luz en su área.

Personal de SRP reemplazará el cable estático (protector contra rayos) y 28 postes de madera y acero de 69kV localizados entre las subestaciones Lassen y Wilkins (vea el mapa al reverso). Los postes existentes serán reemplazados con postes de acero y madera y miden 60 pies de alto. El personal utilizará camiones con canastillas y grúas para remover los postes viejos y colocar los nuevos. **Por favor tome en cuenta que los trabajos de construcción se llevarán a cabo en calles y callejones residenciales y la circulación en las calles podría estar restringida debido al uso de maquinaria pesada.**

Es posible que vea a personal realizando trabajos preliminares en preparación para este próximo proyecto de construcción. La construcción está programada para comenzar la próxima semana y debe tomar aproximadamente entre 10 a 12 semanas para completarse. Las fechas de inicio y terminación del trabajo dependen del clima y de otros asuntos relacionados con la construcción.

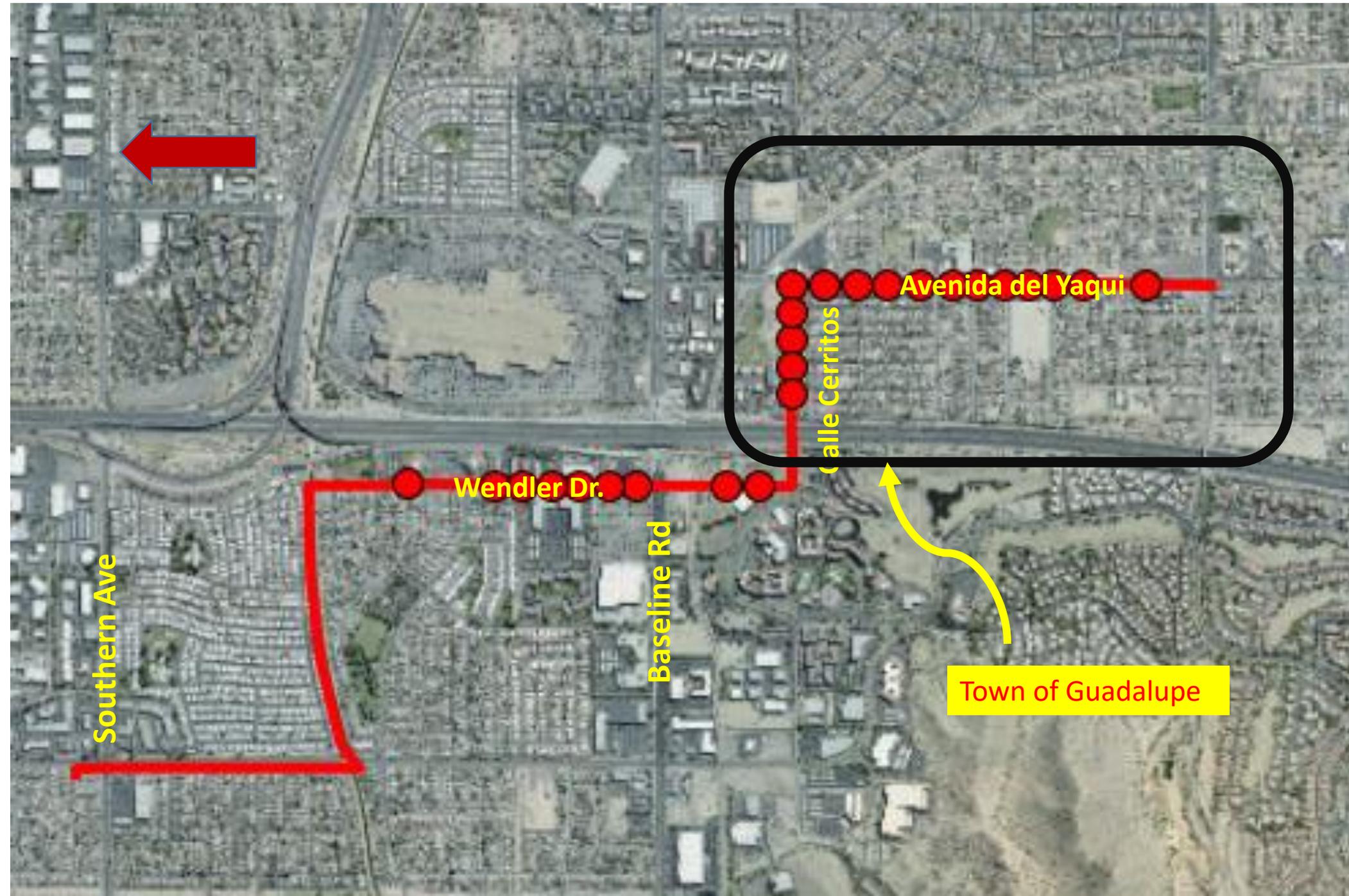
Se hará todo lo posible para prevenir cortes eléctricos accidentales; sin embargo, puede experimentar cortes de luz temporales a medida que el personal desconecte y vuelva a conectar los cables de luz existentes. Es política de SRP notificar con anticipación a los residentes sobre cualquier interrupción del servicio eléctrico que se tenga programado y que se espera durará más de 30 minutos; sin embargo, los negocios serán notificados sin importar la duración.

Apreciamos su cooperación respecto a este proyecto y nos disculpamos de ante mano por cualquier inconveniente que pudiera experimentar. La misión de SRP es proporcionar un suministro eléctrico y de agua confiable y a bajo costo a las comunidades que servimos. Apreciamos su apoyo para alcanzar este objetivo. Si tiene alguna pregunta o inquietud sobre este proyecto, no dude en llamarme al **(602) 236-0622**.

Atentamente,

Gloria Beltran

Gloria Beltran
Public Involvement Representative
Job # T3038323 (STARR: Lassen-Wilkins 69kV)



Southern Ave

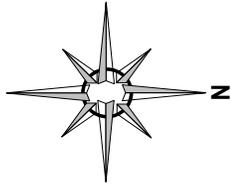
Wendler Dr.

Baseline Rd

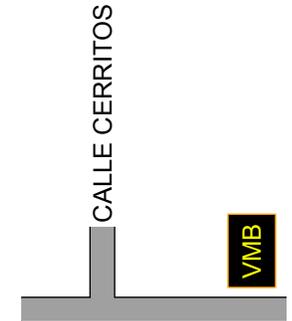
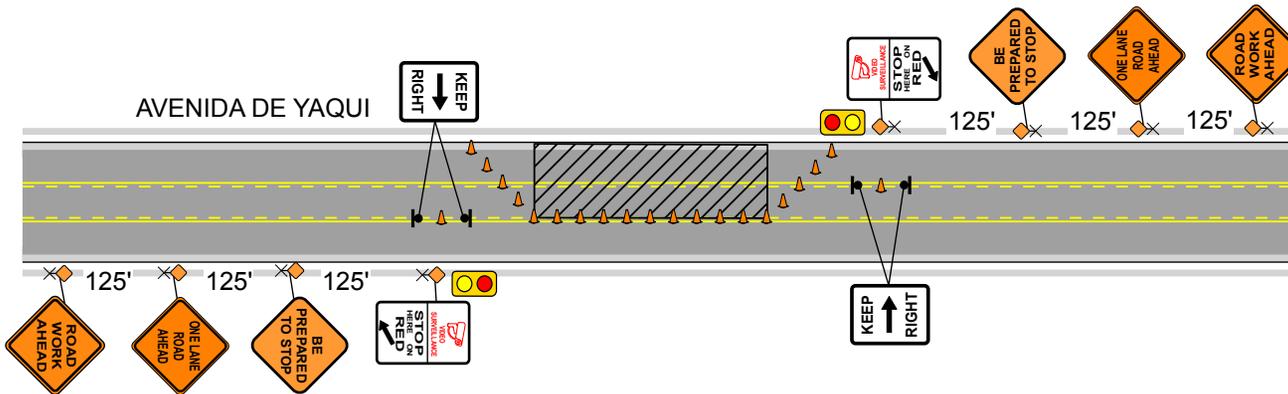
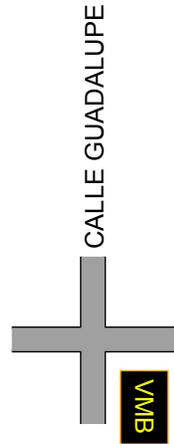
Calle Cerritos

Avenida del Yaqui

Town of Guadalupe

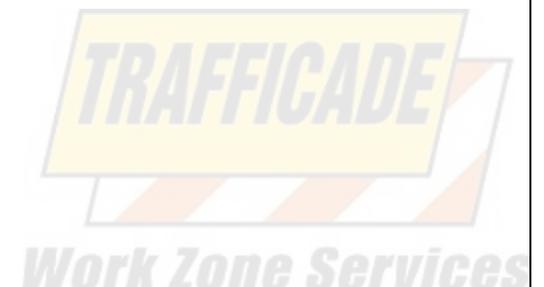


Legend	
	AFAD
	Cone
	Sign on Rigid Stand
	Spring Stand Sign
	Work Area



SRP-ADY-CG-1

 Office: 602-431-0911 Fax: 602-272-2827 24-Hour Dispatch: 602-431-0911	Contractor: SRP Contact: Austin Beckman Contact Number: 480-540-0819 Jurisdiction: Guadalupe Permit: - Job Name: T3038323 Start Date: 3-4-19 End Date: 3-15-19 Time: 0700-1630 P.O. #: - Drawn By: Matthew Grotts Date: 2-15-19 Location & Set-up: Avenida del Yaqui & Calle Guadalupe SB Flagger
	Comments:

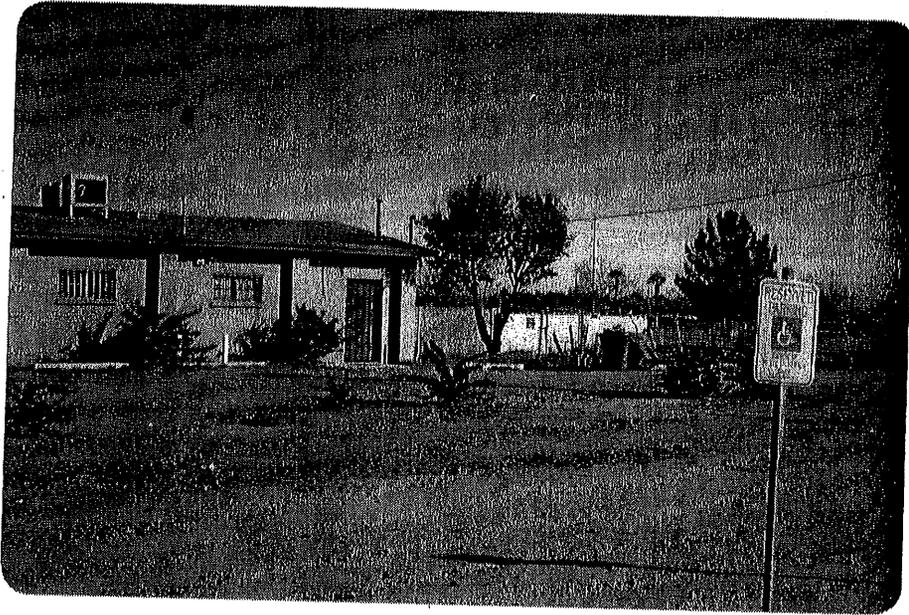


EPILOGUE

La Flor de Capomo is not a true story. It is fictional. It is another figment of my overactive imagination. Guadalupe, Arizona, however, is a real Town and the history related in La Flor de Capomo is true as I lived it and remember it; if not complete. Some of the characters mentioned in passing during the historical allusions to Guadalupe were or are real people. My hope is that they will feel honored in having been mentioned in the mini-history of the creation of our beloved community. They were the real heroes and heroines, real people with real strengths and human weaknesses; that saved our Town from destruction and helped make it into the strong community it is today. Without people like Lauro and Margarita Garcia, Anna Hernandez, Billy Hernandez, Jesus Osuna, Santos Bravo, Esther Cota, Gloria Cota, Brigido Valenzuela, Jose Maria Matuz, Ed Pastor, Fernando Vender, Eugenio Flores and Santos and Socorro Bernasoni and countless others too numerous to mention; our Town would now be history. It was both Mexicans and Yaqui tribe members in Guadalupe that played a fundamental role in preventing the elimination of our Town and in creating the Guadalupe that lives and breathes now.

The unity achieved by my characters has been my dream since I was a teenager. Almost half-a-century later; I am still waiting for it. Ours is a great community, a community rich in culture and diversity, a people blessed with kindness, compassion, and wisdom passed down through the ages. Yet it can still be so much more. That can only be achieved through unity. I look forward to that day, hopefully in my lifetime, when our Town can unite as one towards a project that will uplift us all. I know that day will come, if not in my lifetime, then in my children's or my grandchildren's. Guadalupanos will stand as one; Yaqui's and Chicanos and Paisas together, fighting a mutual battle.

On a glorious day in February of 1975; a group of Yaqui Indians and Mexicans knelt together on the hard ground in that lot across from the Frank school and thanked God for saving our community from annihilation. He saved it for all of us together.



Corner where 37 years ago, after Incorporation Election (1975); residents knelt together to thank God for saving Guadalupe from annihilation.