



Valerie Molina
Mayor

Anita Cota
Vice Mayor

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sanchez
Councilmember

Faustino Valenzuela
Councilmember

Ricardo Vital
Councilmember

Online agendas and
results available at
www.guadalupeaz.org

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

NOTICE OF REGULAR MEETING OF THE TOWN OF GUADALUPE COUNCIL

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 Town of Guadalupe Council will hold a meeting, open to the public, on Thursday, July 12, 2018, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

AGENDA

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 June 14, 2018.

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 PRESENTATION: None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. **BOYS & GIRLS CLUB OF THE EAST VALLEY:** Boys & Girls Club representatives from the Guadalupe Branch will present the Club's Annual Report.
2. **AVENIDA DEL YAQUI PROJECT PREVIEW:** Staff and consultant will provide a preview of the Avenida del Yaqui project which will include funding options, project elements and timeline, community impact, and the community input process.
3. **APPROVAL of an EXTENSION OF CABLE LICENSE AGREEMENT:** Council will consider and may approve authorizing the Mayor to sign the Extension of Cable License Agreement with Cox Communications Arizona, LLC, a Delaware limited liability company, authorizing transacting business in the State of Arizona and the Town of Guadalupe, Arizona.
4. **APPROVAL of FIRST AMENDMENT:** Council will consider and may approve authorizing the Mayor to sign a First Amendment to the Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain, and Finance the Regional Wireless Cooperative Network (RWC), effective January 1, 2019. The Regional Wireless Cooperative Network is a public safety radio network serving police, fire, first responders, and various governmental personnel.
5. **MERCADO PATIO PUBLIC EVENT APPLICATION AND RENTAL AGREEMENT:** Council will review the proposed Mercado Patio Public Event Application and Rental Agreement for public special events, provide input, and may



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approve the proposed agreement and direct staff to move forward with implementation on Monday, August 13, 2018. *(continued from the June 28, 2018 Town Council Regular Meeting)*

6. **MERCADO PATIO PRIVATE EVENT APPLICATION AND RENTAL AGREEMENT:** Council will review the proposed Mercado Patio Private Event Application and Rental Agreement for private events, provide input, and may approve the proposed agreement and direct staff to move forward with implementation on Monday, August 13, 2018. *(continued from the June 28, 2018 Town Council Regular Meeting)*
7. **SPIRITUOUS LIQUOR ORDINANCE NO. O2018.01:** Council will review and may adopt the proposed spirituous liquor ordinance and direct staff to move forward with implementing the new ordinance. *(continued from the June 28, 2018 Town Council Regular Meeting)*
8. **EXECUTIVE SESSION:**
The Guadalupe Town Council may vote to go into an executive session closed to the public as allowed by ARS 38-431.03 (A) 3, 4, and 7 to obtain legal advice from the Town Attorney on the following topics:
 - (a) Possible real property acquisition and the possible procedures therefore.
 - (b) Conditional use permit procedures and requirements to grant and or deny conditional use permits.
 - (c) Potential litigation / contract dispute.

H. TOWN MANAGER'S REPORT

I. COUNCILS' COMMENTS

J. ADJOURNMENT



July 6, 2018

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: July 12, 2018 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 Item:

- G1. Boys & Girls Club of the East Valley:** Boys & Girls Club representatives from the Guadalupe Branch will present the Club's Annual Report. **(Pages 6-20)**
- G2. Avenida del Yaqui Project Preview:** Through the Maricopa Association of Governments (MAG) Regional Transportation programming, the Town of Guadalupe has been awarded \$3.8 million of Federal Congestion Management and Air Quality funds to improve and renovate Avenida del Yaqui from the northern to southern borders.

The purpose of this project is to improve the safety of motorists, pedestrians, and cyclists. The project will consist of replacing the existing pavement, curbs and gutters, pavement markings, traffic control signage, and improving school crosswalks, adding bicycle lanes, and widening the sidewalks. The project will be constructed in two phases: northbound, then southbound. Construction is planned to begin in January 2021. However, planning, design, and engineering activities are under way.

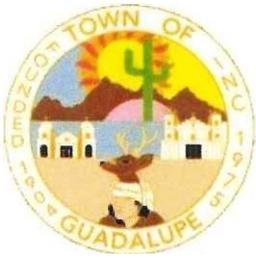
It is anticipated that the majority of project will be built within existing Town rights-of-way, and may require utility relocations. The local funding match required from the Town for this project is estimated at \$286,000 as a minimum, and \$1.3 million as a maximum. The local funding match is dependent on the Town successfully receiving closeout funds through the MAG program.

Staff and a project consultant will present a preview of the project scope, project timeline, and funding options. **(Pages 21-32)**

- G3: Extension of Cable License Agreement with Cox Communications Arizona:** Cox Communications Arizona seeks to extend the current license agreement with the Town through the extension under consideration. This extension would continue the term of the current license until March 15, 2020. The current license agreement was entered into on September 5, 2003 and is scheduled to expire on September 4, 2018. All current terms and conditions would remain in effect. Annually, approximately \$27,000 in revenues are received as a result of this agreement. The current agreement and the extension are included in the packet. **(Pages 33-48)**

Importantly, new legislation, SB 1140, will be in effect on August 3, 2018. This legislation requires municipalities to issue "uniform video service licenses" to "video service providers" as of July 1, 2019 and to allow incumbent cable operators to elect to apply for a uniform video service license that, when issued, would terminate their existing cable license. Incumbent cable operators have from January 1, 2020 until June 30, 2020 to give notice to apply for the uniform video service license. This extension complies with the timing of the new law. The League of Arizona Cities and Towns will be providing further guidance on this matter.

- G4: First Amendment to the Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain, and Finance the Regional Wireless Cooperative Network (RWC):** For Council consideration, staff is recommending approval of the First Amendment to the Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain, and Finance the Regional Wireless Cooperative Network (RWC), effective January 1, 2019. Formed in 2008, the Regional Wireless Cooperative provides a multi-agency public safety radio system for the Phoenix metropolitan region. Financial responsibilities are shared by all RWC members based on relative city/town size. This First Amendment addresses the governance of the RWC by replacing the current Governance Document with a revised Governance Document. These revisions generally address RWC internal affairs, sharing of costs and expenses not specifically provided for in the agreement, and cost of insurance. The First Amendment is included in the packet. **RWC Governance Adoption Fact Sheet (Pages 49-51) and The First Amendment (Pages 52-83)**
- G5. Mercado Patio Public Event Application and Rental Agreement:** Staff will present the proposed Mercado Patio Public Event Application and Rental Agreement for public special events. The revised application seeks comprehensive event information from the applicant; defines alcohol requirements; offers a varied fee schedule; requires a signed agreement that includes terms and conditions for the use of the Mercado Patio; and, requires a signed hold harmless agreement. This information provides a greater understanding of the event and allows the Town to properly plan and provide sufficient resources. Staff is seeking approval of this application along with the private event application and the spirituous liquor ordinance. Should Council chose to approve, the applications will become effective on August 13, 2018. **(Pages 84-89)**
- G6. Mercado Patio Private Event Application and Rental Agreement:** Staff will present the proposed Mercado Patio Private Event Application and Rental Agreement for private events. Like the public application, the revised application seeks comprehensive event information from the applicant; defines alcohol requirements; offers a varied fee schedule; requires a signed agreement that includes terms and conditions for the use of the Mercado Patio; and, requires a signed hold harmless agreement. This information provides a greater understanding of the event and allows the Town to properly plan and provide sufficient resources. Staff is seeking approval of this application along with the public event application and the spirituous liquor ordinance. Should Council chose to approve, the applications will become effective on August 13, 2018. **(Pages 90-95)**
- G7. Spirituous Liquor Ordinance No. O2018.01:** Staff is proposing that the Town Council adopt a spirituous liquor ordinance that would allow private parties to serve beer during private events at the Mercado Patio in accordance with State law without requiring a special event liquor license that is issued by the Arizona Department of Liquor Licenses and Control. This ordinance is specific to the Mercado Patio and is modeled after the City of Phoenix spirituous liquor ordinance. Implementation of this ordinance is recommended to coincide with the implementation of the revised Mercado rental agreements. Should Council adopt the ordinance, the ordinance will be effective 30 days after adoption. If adopted, this ordinance would be incorporated into the Town Code codification. **(Pages 96-98)**
- G8. Executive Session:** At the Council's discretion, Council may vote to adjourn into Executive Session to obtain legal advice regarding real property acquisitions, conditional use permit procedures and contract dispute.



Minutes Town Council Regular Meeting June 14, 2018

Valerie Molina
Mayor

Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, June 14, 2018, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Guadalupe, Arizona, in the Council Chambers.

Anita Cota
Vice Mayor

A. CALL TO ORDER

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

B. ROLL CALL

Councilmembers Present: Mayor Valerie Molina, Vice Mayor Anita Cota, Councilmember Gloria Cota, Councilmember Elvira Osuna, Councilmember Faustino Valenzuela, and Councilmember Ricardo Vital

Gloria Cota
Councilmember

Councilmember Absent: Councilmember Joe Sanchez

Elvira Osuna
Councilmember

Staff Present: Jeff Kulaga – Town Manager / Clerk, Bob Thaxton – Finance Director, Jennifer Drury – Assistant to the Town Manager, Veronica Matuz – Senior Center Director, Dave Ledyard – Town Attorney, and Kay Savard – Deputy Town Clerk

Joe Sanchez
Councilmember

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Cota led the invocation. Mayor Molina then led the Pledge of Allegiance.

Faustino Valenzuela
Councilmember

D. APPROVAL OF MINUTES:

1. **Motion by Councilmember Vital to approve the May 10, 2018, Town Council Regular Meeting minutes; second by Councilmember Cota. Motion passed unanimously 6-0.**

Approved the minutes of the Town Council Regular Meeting held on May 10, 2018.

Ricardo Vital
Councilmember

E. CALL TO THE PUBLIC – no one spoke.

F. MAYOR and COUNCIL PRESENTATIONS – None.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

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1. **THE MINT DISPENSARY FINDINGS:** Councilmembers approved the Findings and Decision granted for the extension and modification of the variance requests from G.T.L., LLC dba The Mint, a marijuana dispensary, 5210 S. Avenida Del Yaqui, Guadalupe, AZ are related to the originally approved variance by the Town Council on June 29, 2017. This approved variance request extended the hours of operation for The Mint, a marijuana dispensary, to remain open until 9:00 p.m. On April 26, 2018, the Town Council granted variance requests to continue the current hours of operation variance allowing the dispensary to remain open from 8:00 p.m. to 9:00 p.m., and to allow the facility to remain open from 9:00 p.m. to 10:00 p.m. Approval of the Findings and Decision memorializes the April 26, 2018 variance requests approved by the Town Council.

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In response to a question, David Ledyard, Town Attorney, clarified that the purpose of agenda item G1 is to have the Findings and Decision become part of the official record. The Findings



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and Decision is related to a previous Council action (April 26, 2018), for The Mint Dispensary.

Motion by Councilmember Vital to approve agenda item G1; second by Councilmember Cota. Motion passed 5-1 with Vice Mayor Cota voting no.

2. **RESOLUTION NO. R2018.11:** Councilmembers adopted **RESOLUTION NO. R2018.11** authorizing the Mayor to sign a Memorandum of Understanding with the Guadalupe Community Development Corporation for the use of the Towns' income from payments on loans for housing rehabilitation made with Maricopa County HOME Investment Partnerships.

Jeff Kulaga, Town Manager / Clerk, noted that the Town does not currently have a housing program that would allow staff to utilize approximately \$106,000 for housing purposes. The Memorandum of Understanding will allow staff to transfer the funds to the Guadalupe Community Development Corporation (GCDC) who will then be able to administer the funds to provide housing options to community members.

In response to questions, Cristina Campoy, Maricopa County HOME Investment Partnerships (County) representative, stated that the County is utilizing grant funding for the program, and has pending projects for the next 3-4 years. Town staff provides the County contact information to community members.

Motion by Vice Mayor Cota to approve agenda item G2; second by Councilmember Vital. Motion passed unanimously 6-0.

3. **REVIEW DRAFT OF RESOLUTION NO. R2018.12:** Councilmembers agreed to designate the Conrado F. Biducia American Legion Post 124 and the Pascua Yaqui Tribe as Community Partners; and, directed staff to place the Resolution No. R2018.12 on the June 28, 2018, Regular Council Meeting agenda.

4. **RESOLUTION NO. R2018.13:** *Councilmembers continued Resolution No. R2018.13 to the June 28, 2018 Regular Council Meeting.* Resolution No. R2018.13 authorizes the Mayor to execute an intergovernmental agreement for public safety services between the Town of Guadalupe and Maricopa County on behalf of the Maricopa County Sheriff's Office. The agreement effective date is from July 1, 2018 through June 30, 2021 (the "Initial Term"); and, and includes automatic renewal terms, unless terminated. The contract amount is \$1,775,048.40 for Fiscal Year 2019, July 1, 2018 through June 30, 2019, and shall be updated at rates not yet determined throughout the Initial Term (July 1, 2018 through June 30, 2021) and each year thereafter, as outlined in Exhibit A of the Agreement.

Jeff Kulaga, Town Manager / Clerk, stated that the proposed agreement is similar to past agreements that the Town of Guadalupe has had with the Maricopa County Sheriff's Office (MCSO). Mr. Kulaga outlined key provisions in the proposed agreement that differ from the existing agreement, as follows: the contract amount has increased by approximately \$150,000; the notice of termination for the agreement has changed from 12 month's notice to six month's notice, for either of the parties; law enforcement services are better defined; community policing procedures and citizen complaint procedures have been added; and deputy performance evaluations have been added. The agreement will allow MCSO to provide law enforcement services to the Town of Guadalupe. Mr. Kulaga stated that the changes in the agreement may be attributed to a change of leadership at MCSO and noted that the new Sheriff is Paul Penzone.

In response to questions, Mr. Kulaga stated that a majority of cities and towns spend over 50% of their budgets on public safety services, which includes police and fire activities.

Councilmembers discussed community feedback concerning the desire for MCSO personnel



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to have a more visual presence in the Town; calls for service not being responded to in a timely manner; the reputation of MCSO is of concern; the number of vehicles responding to calls can be as many as eight; concern about the length of time it takes to place a call for service; cultural competency training has not yet occurred; and, ensuring that MCSO deputies treat community members respectfully. Councilmembers emphasized that change is needed. It is important that the community feels that they are getting their money's worth.

In response to a question, Mr. Kulaga stated that the agreement would need to be signed by July 1.

Councilmembers discussed the possibility of tabling this agenda item to allow for additional time to address Councilmembers' concerns; and, how it would be helpful to have a representative from MCSO at an upcoming meeting to discuss the concerns raised. Councilmembers confirmed that the Town of Guadalupe has one beat.

Ron Gomez, MCSO Community Liaison, Office of Special Programs, stated that he would relay the Councils' request to the Sheriff's office regarding having a MCSO representative attend an upcoming meeting.

Mr. Kulaga advised Councilmembers to continue agenda item G4 to the June 28, 2018, Regular Council Meeting.

David Ledyard, Town Attorney, stated that the agreement is with Maricopa County; and, the same agreement is what is offered to various other jurisdictions. Mr. Ledyard suggested that MCSO offer a citizens academy to community members.

Mr. Gomez stated that MCSO offers a Community Academy and could provide this training to community members.

Mr. Kulaga reviewed the items scheduled for the June 28, Town Council Regular Meeting; and, confirmed that staff could place agenda item G4 on the June 28, 2018, Town Council Regular Meeting agenda.

Councilmembers suggested that a representative from MCSO could provide a presentation at the June 28, 2018, Town Council Regular Meeting.

Motion by Vice Mayor Cota to continue agenda item G4 to the June 28, 2018, Town Council Regular Meeting; second by Councilmember Vital. Motion passed unanimously 6-0.

5. **CONTRACT – AREA AGENCY ON AGING:** Councilmembers approved and authorized the Town Manager to sign a contract renewal, authorizing the Area Agency on Aging to provide funding for congregate meals, home delivered meals, multipurpose center operations, and transportation services for Town of Guadalupe Senior Center services. The contract amount is \$140,032. **(Contract #2018-19)**

Motion by Councilmember Vital to approve agenda item G5; second by Vice Mayor Cota. Motion passed unanimously 6-0.

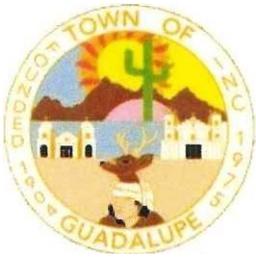
6. **CLAIMS:** Councilmembers approved the check register for May, 2018, totaling \$401,819.24.

Motion by Vice Mayor Cota to approve agenda item G6; second by Councilmember Osuna. Motion passed unanimously 6-0.

H. TOWN MANAGER'S REPORT

Jeff Kulaga, Town Manager / Clerk provided the following updates:

- Calle Naranjo Flood Control Project update: the project is on schedule and on budget with no use of contingency funds; project completion is anticipated in mid-July.



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- Calle Sahuaro Guadalupe Flood Control Project update: the project will begin in mid-July; and, will require closure of Guadalupe Road for approximately 3 – 4 days.
- Senior Center update: congratulated Veronica Matuz –Senior Center Director, on having received a 97% rating from the Area Agency on Aging audit of the Guadalupe Senior Center.
- Community Action Program: on schedule to exhaust all Maricopa County reimbursement funds for rental and utility assistance.
- New pole has been installed in the Mercado to support the current lights strung across the Mercado.
- July 1, 2018 – Independence Day family picnic event.
- The air conditioner in the Town Hall lobby will be replaced in July, at a cost of approximately \$8,000. The Department of Economic Security office in the lobby will be relocated to the Museum Room, until the air conditioner unit has been replaced.
- A new Town flag has been installed in the Council Chambers.
- Encouraged Councilmembers to RSVP if they wish to attend the League of Arizona Cities and Towns Conference scheduled for August 23 – August 27, in Scottsdale, AZ.

Mr. Kulaga invited Alexander Tovar and Reyna Cruz to the podium to provide an update regarding the Summer Youth Program.

Mr. Tovar and Ms. Cruz stated that they are serving as the lead youth advisers for the Summer Youth Program. This two week program is a part of the United Way organization. The program will offer an interactive work experience for young people. There is an application and interview process for program participants.

I. COUNCILMEMBERS' COMMENTS

- Councilmember Valenzuela
Thanked staff members for attending the meeting.
- Councilmember Vital
Thanked Alexander Tovar and Reyna Cruz for their assistance with the Summer Youth Program.
Saturday, June 16, 2018 at 9:00 am – Pico Rededication event.
Wednesday, June 20, 2018 at 6:00 pm – Hope and Healing event.
- Councilmember Osuna
Thanked staff members for attending the meeting.
Congratulations to Veronica Mutz, Senior Center Director, for the high audit score received for the Senior Center.
Congratulated Youth Program leaders, Alexander Tovar and Reyna Cruz, for their work.
Pascua Yaqui Tribe movie nights begin on June 28, 2018.
- Councilmember Cota
Thanked staff members for attending the meeting.



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- Vice Mayor Cota
Thanked staff members for attending the meeting.
Thanked Jennifer Drury, Assistant to the Town Manager, for coordinating the July 4, 2018, special event activities.
Thanked Summer Youth Program leaders for their work.
Thanked the Guadalupe Community Development Corporation for its support.
Excited about Senior Center activities.
Thanked the Veterans for the Memorial Day Walk.

Mayor Molina
Congratulated Veronica Matuz on audit score for the Senior Center.
Congratulated Alexander Tovar and Reyna Cruz for their leadership on the Summer Youth Program.
Monday, June 18, 2018 – Summer Youth Program Orientation, Mercado multi-purpose room.

ADJOURNMENT

Motion by Vice Mayor Cota to adjourn; second by Councilmember Vital. Motion passed unanimously 6-0.

The meeting was adjourned at 6:43 p.m.

Valerie Molina, Mayor

ATTEST:

Jeff Kulaga, Town Manager / Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Town Council Meeting of the Town Council of Guadalupe, Arizona held on the 14th day of June, 2018. I further certify the meeting was duly called and held and that a quorum was present.

Jeff Kulaga, Town Manager / Town Clerk

GREAT FUTURES START HERE.



BOYS & GIRLS CLUBS
OF THE EAST VALLEY
Thunderbirds Branch - Guadalupe



Our Mission

We are a community based, character building youth development organization. We deliver the highest quality programs and provide opportunities to assist youth and teens in developing their self esteem, values and skills in a fun and safe environment. Our professionals guide members through personal, educational and social development to realize their full potential and become positive, value-oriented and productive citizens.

Our Vision

Be the premiere provider of youth services reaching all youth and teens in the communities we serve.



What We Do



GREAT FUTURES START HERE
FORMULA FOR
IMPACT

YOUNG PEOPLE WHO NEED US MOST

+

OUTCOME-DRIVEN CLUB EXPERIENCE

=

PRIORITY OUTCOMES



FIVE KEY ELEMENTS FOR POSITIVE YOUTH DEVELOPMENT

•
HIGH-YIELD ACTIVITIES

•
TARGETED PROGRAMS

•
REGULAR ATTENDANCE



ACADEMIC SUCCESS

Graduate from high school ready for college, trade school, military or employment



GOOD CHARACTER & CITIZENSHIP

Be an engaged citizen involved in the community, register to vote and model strong character



HEALTHY LIFESTYLES

Adopt a healthy diet, practice healthy lifestyle choices and make a lifelong commitment to fitness



Five Key Elements for Positive Youth Development

In order for The Boys & Girls Club of the East Valley to accomplish its mission; we have learned that the level of impact the Club has on our people depends on how often and how long members participate, as well as how well the club implements the following Five Key Elements for Positive Youth Development



- **Safe, Positive Environment:** Club staff, programs and age-appropriate settings create stability, consistency and a sense of physical and emotional safety for members. The Club provides structure and clearly defines acceptable behaviors.
- **Fun:** The BGCEV generates fun for it's members. Members develop a strong sense of belonging through connections they establish with staff and peers. Staff members make the Club feel like home, fostering a family atmosphere and creating a sense of ownership for members.
- **Supportive Relationships:** Club youth develop meaningful relationships with adults and their peers. Staff members actively encourage such relationships. Staff members display warmth, caring, appreciation, acceptance and guidance in their interactions with members.
- **Opportunities and Expectations:** Club youth acquire physical, social, technological, artistic and life skills. Clubs encourage members to develop a moral character while reinforce high expectations and help members with school and post-secondary education.
- **Recognition:** Clubs recognize and support young people's self-worth and accomplishments. Staff members encourage youth and provide positive reinforcement as they make improvements and experience successes. The Club showcases young people's achievements.

High-Yield Activities

- Fun with a purpose
- The Club offers a variety of fun activities throughout the Club at all times including on-the-spot fun, special games, Club events, holiday celebrations and more
- High-yield activities in each of the three priority impact areas are integrated into Club programming



Targeted Programs

- Programs that are deliberately designed and selected to help members achieve our priority outcomes.

	Elementary	Middle	High
Academic Success 	Club Tech Power Hour Project Learn The Arts	BE GREAT: Graduate CareerLaunch® Club Tech Money Matters Project Learn The Arts	BE GREAT: Graduate CareerLaunch® Club Tech Money Matters Project Learn The Arts
Good Character & Citizenship 	Year of Service Youth for Unity Youth of the Month	Torch Club Triple Play Leadership Clubs Year of Service Youth for Unity Youth of the Month	Keystone Club Triple Play Leadership Clubs Year of Service Youth for Unity Youth of the Month
Healthy Lifestyles 	MLB WANNA PLAY? SMART Girls SMART Moves Triple Play Daily Challenges Triple Play Healthy Habits	MLB Wanna PLAY?™ Passport to Manhood SMART Girls SMART Moves Triple Play Daily Challenges Triple Play Healthy Habits	Passport to Manhood SMART Girls SMART Moves Triple Play Daily Challenges Triple Play Healthy Habits



Regular Attendance

- Annual Visits
- Average Daily Attendance
- Retention/Renewal



The Thunderbirds-Guadalupe Club Experience

Boys & Girls Clubs fill the gap between school and home. We provide welcoming, positive environments in which kids and teens have fun, participate in life-changing programs, and build supportive relationships with peers and caring adults.



The Need in Our State

Every day 318,223 kids in Arizona leave school with nowhere to go.¹ They risk being unsupervised, unguided and unsafe.

Our Reach



12

Adult Staff



62

Volunteers



1 Club

11 Boys & Girls Club Sites in East Valley

4234

Youth Served

= 1001

Registered Members

+

3233

Youth Served Through Community Outreach

Member Demographics

80%

Ages 5 to 12

20%

Teens

89%

Minority Races or Ethnicities

61%

Qualify for Free or Reduced-Price School Lunch

43%

Live in Single-Parent Households



Demonstrating Our Positive Impact



ACADEMIC SUCCESS

The Need

23% of young people in Arizona fail to graduate from high school on time.¹

What We Do

Develop competitive graduates, through programs designed to ensure all Club members graduate from high school on time, ready for a post-secondary education and a 21st-century career.

Our Impact

Among our teen-aged Club members, **93%** expect to graduate from high school, and **62%** expect to complete some kind of post-secondary education.

¹ Arizona Department of Education



GOOD CHARACTER AND CITIZENSHIP

The Need

65% of high-school youth in East Valley were involved in a physical fight in the past year.²

What We Do

We help youth become responsible, caring citizens and acquire skills to participate in the democratic process. Program participants also develop leadership skills and gain opportunities for planning, decision-making, and contributing to the Club and community.

Our Impact

75% of Club teen members volunteer in their community at least once per year, while **54%** volunteer in their community at least once per month.

² Local BQCA Annual Report Data



HEALTHY LIFESTYLES

The Need

11% of young people ages 14-19 in Arizona are overweight or obese.³

What We Do

Encourage and teach young people's capacity to engage in positive behaviors to nurture their well-being, set personal goals, and grow into self-sufficient healthy adults.

Our Impact

58% of Club members ages 9 and older report getting at least an hour of physical activity on five or more days per week.

³ Source: stateofobesity.org/high-school-obesity



Special Events & Programs

- Day For Kids
- Back to School Shopping
- Thanksgiving Dinner
- Partnership with VSUW
- Holiday Party
- Future For Kids
- Jamborees
- Girl Scouts



Special Events & Programs

- Torch & Keystone Clubs & Conferences
- Summer Food Program
- Youth of the Year
- Sports Leagues
- Dia Del Niño
- Holiday Parade



On A Typical Day

- During ASP we have an ADA of 240
- During SDC we have an ADA of 120
- We pick up from 4 schools and 6 schools bus into us.
- Homework Help, Sports, Games, Arts & Crafts, Computers, STEM.
- Free dinner served to all members.
- Teen Centers open late – 8pm
 - No Fees for teens! (Membership Only)



GUAD SQUAD

- 43% of our members are Guadalupe Town Residents
 - Guadalupe Town Residents / Pascua Yaqui Tribal Members receive special pricing!
 - Town/Tribal Membership \$15/Year
 - Town/Tribal SDC Fees \$10/Day, \$40/Week
 - Town ASP Fees- \$0 FREE
 - Non Town/Tribal Members \$30/Year
 - Non Town/Tribal Members SDC \$20/Day, \$80/Week
 - Non Town/Tribal Members ASP \$40/ Month
- **We offer scholarships for any family that has a hardship, we will not turn away kids due to affordability**



COMING SOON

- After School Program
- Flag Football, Cheer, Basketball, FREE Soccer
- KidzLit After School Literacy
-

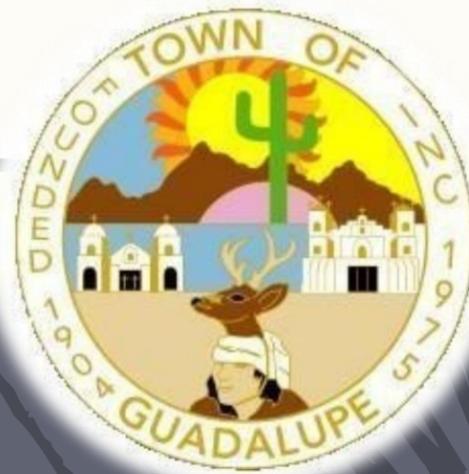




Avenida Del Yaqui Bicycle and Pedestrian Improvement Project

Town of Guadalupe, Arizona

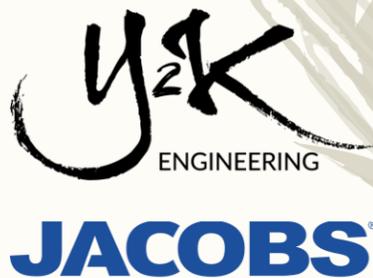
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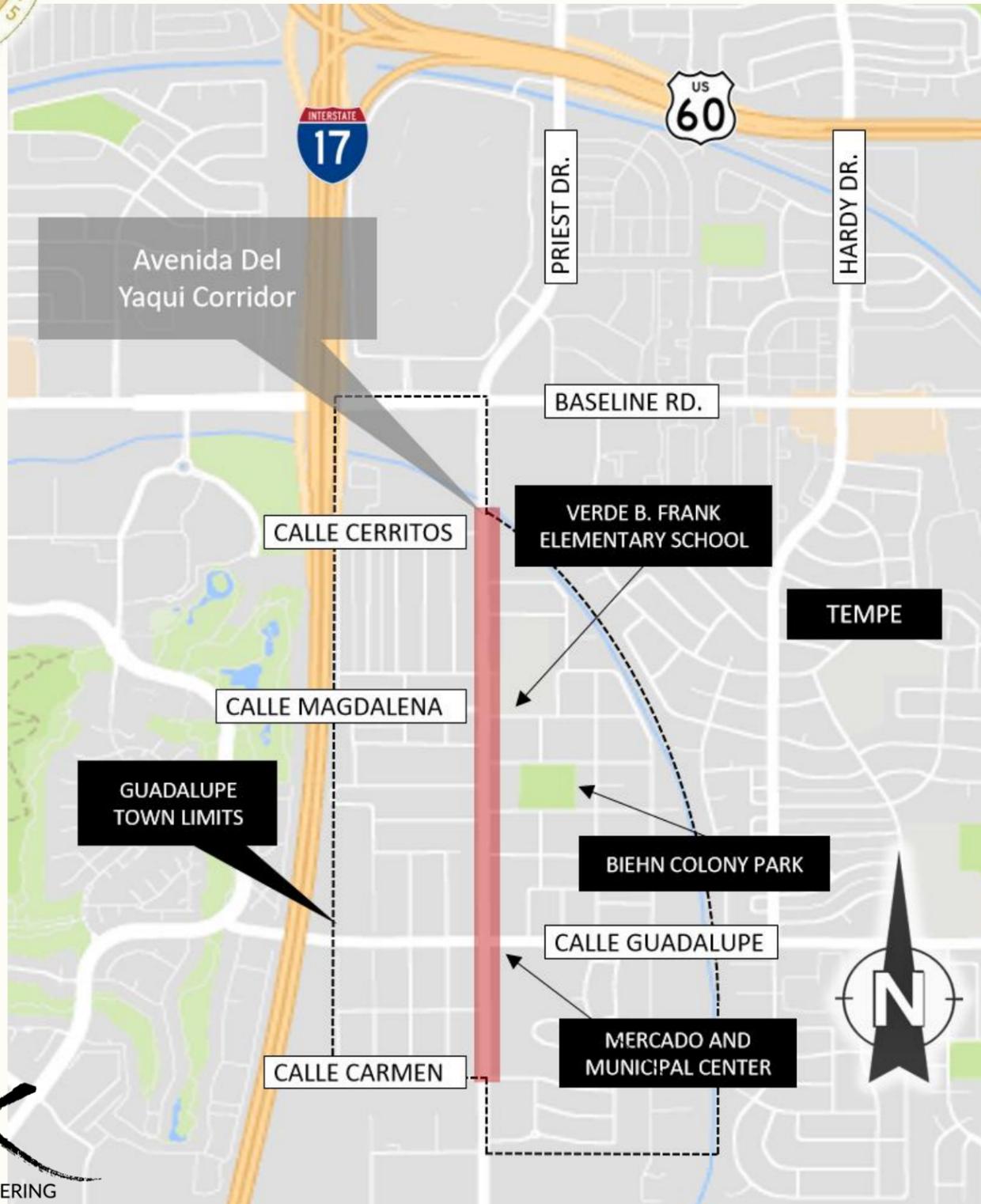




Project Details

- Convert Avenida del Yaqui into a safer venue for motorists, bicyclists, and pedestrians; including residents and school children.
- Mill and overlay of the existing asphalt pavement; new pavement markings; and removal and reconstruction of the existing concrete curb, gutter, and sidewalk.
- Bicycle facilities will be added, all traffic control signs will be removed and replaced, enhanced pedestrian crossings and amenities will be installed.
- Utility relocation, lighting, and safety-related improvements are anticipated.
- Existing transit shelters will remain.





Project Limits

- The intersection of the Highline Canal at the north to the intersection of Calle Carmen at the south

Traffic Impact

- Construction will be phased to allow the road to remain open to local traffic.
- Once one side of the road is complete, traffic will be shifted onto the new lanes and the other side of the road will be constructed.





Schedule



Scoping 2018

- Data Collection
- Design Standards
- Alternatives Analysis
- Environmental
- Cost & Schedule
- Stage I Design (15% Plans)



Design 2019-2020

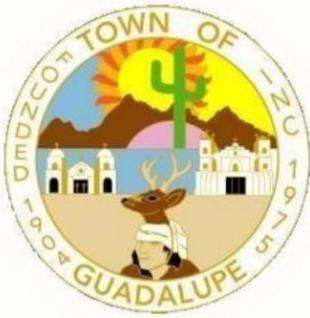
- Utility Relocation
- Stage II Design (30% Plans)
- Environmental Clearance
- Stage III Design (60% Plans)
- Stage IV Design (95% Plans)
- Stage V Design (100% Plans, Specifications, and Estimates)



Construction 2021

- Advertisement
- Award
- Construction Management
- As-built Plans
- Final Acceptance

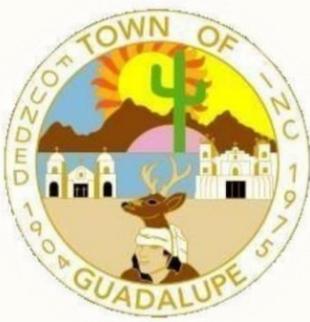




Funding

- Current Construction Budget is Approx. \$4 Million
 - 94.3% Federal dollars.
 - 5.7% Local Match by the Town of Guadalupe
 - *Est. Min \$250,000 || Est. Max \$1,300,000 due by FY 2021*
- Additional project costs: design, utility relocation and right of way acquisition, cost estimates TBD
 - To receive support for these costs, Guadalupe must compete Oct/Nov '18, '19, and '20 for close-out funding.
 - Up to 94.3% Federal dollars possible
 - Minimum 5.7% Local Match by the Town of Guadalupe

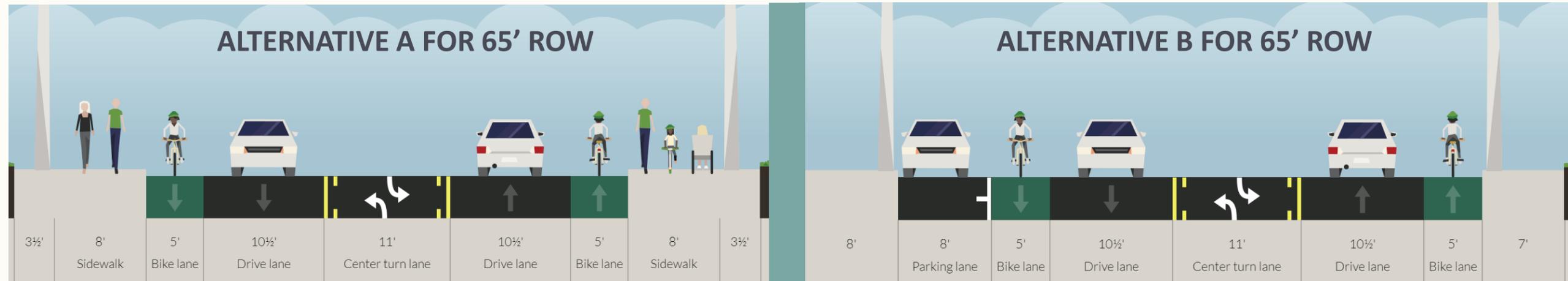
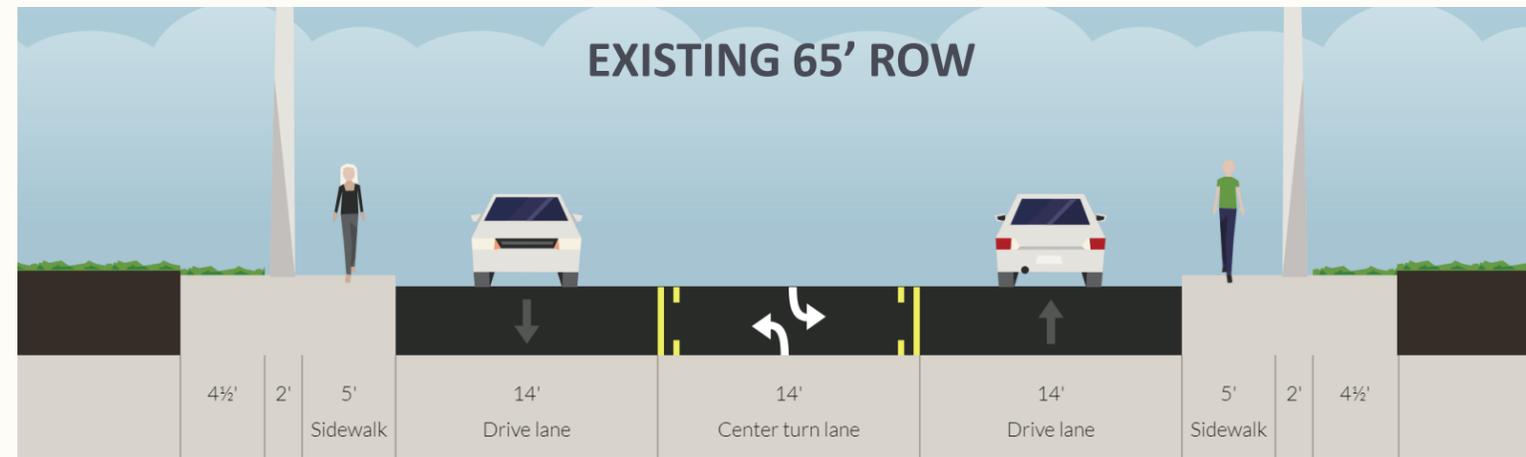




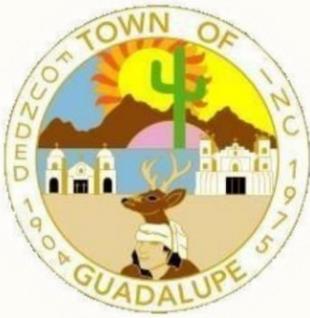
Planning

- Two planning studies funded and conducted by MAG will be incorporated into this project.
 - Road Safety Assessment (RSA) identified countermeasures to enhance safety of all road users
 - Safe Routes to School (SRTS) study for Frank Elementary identified circulation and mobility improvements





Preliminary Alternative Cross Sections



Pros

- Designated bike lane
- Improved safety of school crossings
- Complete repave and rehab of Avenida del Yaqui
- New sidewalk and curb and gutter
- Improvements to signage and striping
- Additional shade trees
- Shaded bus stops

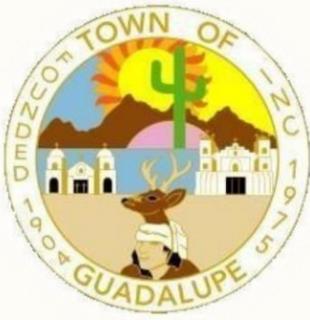
Cons

- Construction impact
- Impact to current parking practices
- Right-of-Way acquisition

Trade-Offs

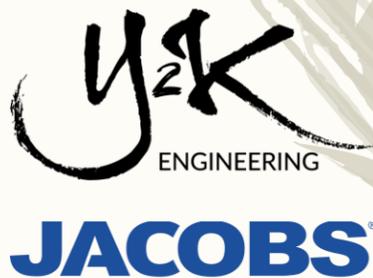
- Traffic calming
 - Reduce speeds and improves pedestrian safety
 - Emergency response equipment costs and deteriorations
- Associated cost
 - An opportunity to receive up to 94.3% funding for a key roadway improvement project
 - Requires an initial investment by the Town of Guadalupe





Next Steps

- Public open house August 15th
 - Present the community with the project and get input
- Receive feedback on community preference
 - What is the most important design component to you?
 - Of each design component, what is your favorite?



Town of Guadalupe

Avenida Del Yaqui Bicycle and Pedestrian Improvement Project

EXISTING CONDITIONS



EXISTING SIDEWALK EXPANSION JOINTS

PROPOSED SOLUTIONS



8' SIDEWALK WITH 4' x 4'



COLORED CONCRETE



DECORATIVE CONCRETE JOINTS



EXISTING CROSSWALK



CONTINENTAL PAINTED CROSSWALK



TEXTURED AND COLORED CROSSWALK



RAISED CROSSWALK



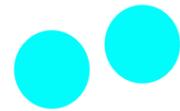
Town of Guadalupe

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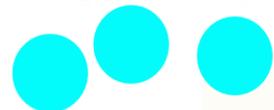
DECORATIVE CONCRETE JOINTS



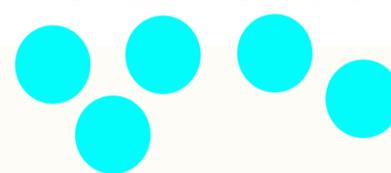
EXISTING CROSSWALK



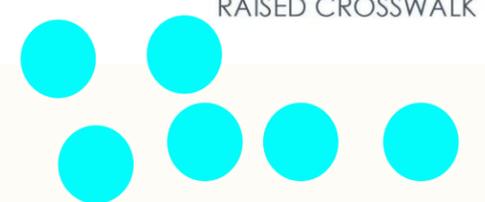
CONTINENTAL PAINTED CROSSWALK



TEXTURED AND COLORED CROSSWALK



RAISED CROSSWALK



Town of Guadalupe

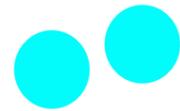
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EXISTING CONDITIONS



EXISTING SIDEWALK EXPANSION JOINTS



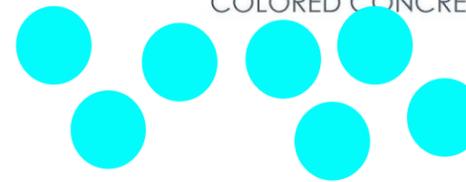
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8' SIDEWALK WITH 4' x 4'



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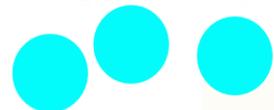
DECORATIVE CONCRETE JOINTS



EXISTING CROSSWALK



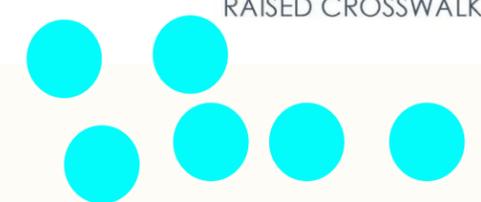
CONTINENTAL PAINTED CROSSWALK



TEXTURED AND COLORED CROSSWALK



RAISED CROSSWALK



EXTENSION OF CABLE TELEVISION LICENSE AGREEMENT

THIS EXTENSION OF CABLE TELEVISION LICENSE AGREEMENT (this "Extension") is entered into as of June 1, 2018, by Cox Communications Arizona, LLC, a Delaware limited liability company, authorized to transact business in the State of Arizona ("Cox"), and the Town of Guadalupe, an Arizona municipal corporation ("Town").

RECITALS:

- A. The Town and Cox (through its predecessor CoxCom, Inc.) entered into a License Agreement ("Current License"), dated September 5, 2003, relating to the provisions of cable television services within the corporate limits of the Town.
- B. The Current License is scheduled to expire pursuant to its own terms on or about September 4, 2018.
- C. The Town and Cox have planned to begin negotiating a renewal license agreement for Cox to provide cable services within the corporate limits of the Town. In light of enactment of Arizona Laws 2018, Chapter 331, they have changed their plans.
- D. The Town and Cox now wish to extend the term of the Current License until issuance of a new uniform video service license under Arizona Laws 2018, Chapter 331, thereby allowing the parties to continue to operate on the same terms and conditions as provided in the Current License until not later than March 15, 2020.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Cox hereby agree as follows:

- 1. License Extension. For the purpose of providing continuity of authority, service and revenue pending implementation of Arizona Laws 2018, Chapter 331, the term of the Current License is hereby extended through March 15, 2020, or, if earlier, the effective date of issuance of a uniform video service license.
- 2. Notices. All Notices for purposes of the Current License and this Extension shall be sent to the following address(es):

Cox: Cox Communications Arizona, LLC
1550 W. Deer Valley Road
Building C
Phoenix, AZ 85027
Attention: SVP & General
Manager Southwest Region

With a copy to:

Cox Communications, Inc.
ATTN: VP Government Affairs
6205-B Peachtree-Dunwoody Road
Atlanta, Georgia 30328

Town: Town of Guadalupe
9241 South Avenida del Yaqui
Guadalupe, AZ 85683
Attention: Town Manager

3. Effect of Amendment. Except as expressly modified herein or under applicable law, the Current License shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

COX COMMUNICATIONS ARIZONA, LLC
a Delaware limited liability company

By: 
John L. Wolfe, Senior Vice President and Region
Manager Southwest

TOWN OF GUADALUPE
an Arizona municipal corporation

By: _____
Valerie Molina, Mayor

ATTEST:

By: _____
Jeff Kulaga, Town Clerk

TOWN OF GUADALUPE, ARIZONA
CABLE TELEVISION LICENSE AGREEMENT

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LICENSE

This License Agreement (the "License") is made and entered into effective on the ___ day of September, 2003, by and between the Town of Guadalupe ("Town" or "Licensor") and CoxCom, Inc., a Delaware corporation, ("Licensee").

WHEREAS, the Town is authorized to grant, renew, deny, and terminate Licenses for the installation, operation, and maintenance of Cable Systems and otherwise regulate cable communications services within the Town boundaries by virtue of federal and state statutes, by the Town's police powers, by its authority over its public rights-of-way, and by other Town powers and authority;

WHEREAS, Licensee has maintained and operated a Cable System in the Town pursuant to Resolution No. 89-23 granting a license, as extended, to American Cable Television, Inc. (transfer and control of which has since been made to Licensee);

WHEREAS, the Licensee has negotiated a renewal of its nonexclusive License, offering to provide certain benefits to the Town and its residents and subscribers;

WHEREAS, the Town has reviewed cable communications service in the Town, including but not limited to a review of the Licensee, Licensee's and its affiliates' record of service in the Town and in the Phoenix metropolitan area, Licensee's facilities, the cable-related community needs of the Town for both the present and future, Licensee's ability to carry out its commitments, and Licensee's overall financial, legal, and technical qualifications to hold a Town License; and

WHEREAS, the Town hereby finds that it would serve the public interest to renew the License under the terms and conditions hereinafter set forth and the Licensee agrees to obtain a License under these conditions.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Definitions. Except as provided below, the capitalized terms, phrases, words, and their derivatives used in this License shall have the meanings given them in the "Cable Communications Code," Chapter 16 of the Code of the Town of Guadalupe, as adopted by Ordinance No. _____, in effect at the time the License is granted and as may be subsequently amended pursuant to the Town's police powers and taxing authority.

2. Grant of Authority to Operate; Term.

2.1. The Town hereby grants to Licensee the right and authority to engage in the business of operating and providing a Cable System in the Town and for that purpose to erect, install, solicit, construct, repair, replace, rebuild, reconstruct, maintain, and retain in, on, over, upon, across, and along any Public Streets or public ways such poles, wires, cable fiber optics, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary or appurtenant to the Cable System; and, in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons,

firms, or corporations, including but not limited to any public utility or other licensee licensed or permitted to do business in the Town.

2.2. The service area for the Cable System shall be the current incorporated boundaries of the Town and any future annexations by the Town.

2.3. This grant of authority to operate a Cable System in the Town and the right to use and occupy the Public Streets for the purpose herein set forth shall not be exclusive. The Town reserves the right, at its discretion, to grant licenses under the terms of the Cable Communications Code to other cable operators.

2.4. Any privilege claimed under this License by the Licensee in any Public Street or other public property shall be subordinate to any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity, shall be subordinate to any prior lawful occupancy or use thereof by any other person, and shall be subordinate to any prior easements therein; provided, however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this License.

2.5. This grant of authority shall run for a term of fifteen (15) years, beginning September ____, 2003 and ending September ____, 2018.

2.6. No Proposal is incorporated into this License under Article 16-3-1(b) of the Cable Communications Code.

3. Controlling Authorities.

3.1. This License is subject to and shall be governed by all terms, conditions, and provisions of the Cable Communications Code in effect at the time the License is granted and as subsequently amended by the Town pursuant to its police powers and taxing authority in addition to the terms, conditions, and provisions set forth in this License.

3.2. This License is subject to and shall be governed by all requirements of the Cable Act; Arizona Revised Statutes Sections 9-505 through 9-510; and other federal and state laws and regulations and local laws, ordinances, and regulations governing cable communications. In a conflict between the terms and conditions of this License and the terms and conditions on which the Town can grant a License, federal and state law shall control.

4. Reservation of Rights.

4.1. The Town reserves the right to amend the Cable Communications Code as it applies to this License, at any time after the effective date of this License, pursuant to its police powers and taxing authority and as set forth below.

4.2. Any amendment to Cable Communications Code that applies to this License pursuant to this Section 4 shall be incorporated into this License and complied with by the Licensee within thirty days of the date of such amendment.

4.3. This License incorporates by reference Article 16-2-6 of the Cable Communications Code.

5. Renewal. This License incorporates by reference Article 16-2-11 of the Cable Communications Code.

6. Transfers and Assignments. This License incorporates by reference Article 16-2-12 of the Cable Communications Code.

7. Subscriber Rates. This License incorporates by reference Article 16-3-5 of the Cable Communications Code.

8. Technical Capacity.

8.1. It is agreed that Licensee shall provide the capacities and channels actually being provided as of the effective date of this License.

8.2. The Cable System, as installed, uses a hybrid fiber optic/coaxial cable network, as specified in the general system design outlined in Exhibit A attached hereto. The Cable System is built so that fiber is provided to all neighborhood nodes as specified in the general system design outlined in Exhibit A. Extending from each optic site is radio frequency coaxial cable.

8.3. The channel capacity of the Cable System shall be expandable as future needs arise. Additional system capacity up to 550 MHz shall be available for additional analog or digital transmission on the Cable System.

8.4. Conduit of sufficient capacity to accommodate future growth will be used for all new undergrounding except Subscriber drops. There shall be standby power at each node. The technical performance of the Cable System shall meet or exceed FCC requirements for delivery quality of signals passed to Subscribers. Licensee shall meet the FCC technical standards found at 47 C.F.R. part 76, SubPart K by the dates specified for compliance by the FCC.

9. Additional Services to the Town.

9.1. Licensee shall make available at no charge to the Town one channel on the Cable System designated as a Government Access Channel to be used by Town government officials and agencies. This Government Access Channel shall receive downstream programming from the City of Phoenix Government Access Channel until such time as the Town of Guadalupe begins to air government programming on the Guadalupe Government Access Channel. Licensee and the Town shall cooperate to receive the necessary consent from the City of Phoenix to receive the government access programming from Phoenix. If the necessary consent is not received the Town's receipt of the programming set forth herein may be delayed.

9.2. The Town shall notify Licensee one hundred twenty days in advance of the date on which the Town of Guadalupe desires to air Guadalupe government programming on the Government Access Channel. Licensee shall make the necessary modifications to the

Government Access Channel to air such programming. The Guadalupe programming for the Government Access Channel shall originate from a studio at a location designated by the Town within the main Town Hall offices. Licensee shall establish the connection to the Cable System necessary for such channel to originate from this location at no cost to the Town. The Town shall provide at its expense all equipment and facilities necessary for operation of this channel.

9.3. Within one hundred twenty days of written request by the Town, Licensee shall make available at no cost to the Town one public safety channel for downstream use by the Guadalupe Fire and Police Departments. At no cost to the Town, Licensee shall secure the audio and video portions of the signal delivered over the channel so that the signal may only be received by specially equipped converters installed at a maximum of three locations as designated by the Town. The Town shall provide, at its expense, all other equipment and facilities necessary for operation of this channel. The Licensee and the Town shall annually review the use of this channel and, upon mutual agreement between the Licensee and the Town, the Town may relinquish this channel to the Licensee for use as the Licensee sees fit. Within one hundred twenty days of written notice by the Town, Licensee shall make the public safety channel available for upstream programming by the Town.

9.4. Upon written request from the Town Manager, the Licensee shall provide at no charge to the Town full Basic Service, including Standard Drops, to the main Town Hall offices and to existing and future Town police and fire stations and community centers; provided that if Town buildings require Cable Service drops that are longer than a Standard Drop, Licensee shall provide those drops at the cost of labor and materials above the costs for a Standard Drop.

9.5. The Licensee shall provide at no charge to the Town prompt and regular periodic maintenance and replacement of any cables, amplifiers, and other distribution equipment owned by the Licensee and used for the Government Access Channel or the public safety channel. If the Town elects to relocate the point of origination for the Government Access Channel or the public safety channel, the Town shall bear the entire cost of such relocation.

9.6. Licensee shall make the Cable System available to the Licensor's designated emergency operations center located at the Town Police Department at no cost to the Licensor so that emergency audio and visual communication to the public, over the Education Access Channel (unless prohibited by FCC regulations), will be possible over the Cable System from such center and such other channels as are required by law.

10. Capital Grant.

10.1. Within sixty days after the effective date, Licensee will make a payment of Five Thousand Dollars (\$5,000.00) to the Licensor as a capital grant under this License.

10.2. Within sixty days after the effective date, Licensee shall make a prepayment of license fees to the Town in the amount of fifteen thousand dollars (\$15,000.00). Licensee shall be entitled to recoup such prepayment from License Fees due to the Town beginning the first calendar quarter immediately after the prepayment and continuing until the entire prepayment is recouped by Licensee. During the period in with the prepaid License Fees

are being recouped Licensee shall provide to the Town an itemized report detailing (i) the amount of License Fees that would otherwise be due to the Town if they had not been prepaid and (ii) the amount of License Fees, if any, being paid to the Town after accounting for the prepayment.

10.3. The capital grant described in this Section 10 is agreed to be for capital costs that are required by this License to be incurred by Licensee for public, educational, or governmental access facilities under Section 622(g)(2)(C) of the Cable Act.

11. Services to Educational Institutions.

11.1. Licensee shall make available at no charge to the Town one Education Access Channel on the Cable System. This Education Access Channel shall receive downstream programming from the City of Tempe Education Access Channel. Licensee and the Town shall cooperate to receive the necessary consents from the City of Tempe to receive the education access programming from Tempe. If the necessary consent is not received the Town's receipt of the programming set forth herein may be delayed.

11.2. Upon written request from a public school district for a School in the Town, Licensee shall provide at no charge a Standard Drop from the nearest technically feasible point of connection on the Cable System to the School. If a School requires a longer drop, Licensee shall provide such drop at the cost of labor and materials above the costs for a Standard Drop.

12. Government and Education Access Programming and Public Safety Channel.

12.1. Licensee may utilize unused Government Access Channel, Education Access Channel, or public safety channel capacity for any purpose under rules and procedures established by the Town. Except as so permitted, neither party may permit commercial programming to be carried on the Government Access Channel, the Education Access Channel, or the public safety channel.

12.2. At no cost to the Town, Licensee shall provide studio/production training or consulting support to Town's employees upon request of the Town in connection with beginning operation of the Government Access Channel or the public safety channel.

13. New Developments. The License incorporates by reference Article 16-3-7 of the Cable Communications Code.

14. Services to Subscribers.

14.1. The Licensee shall provide Basic Service as defined in Section 611 of the Cable Act.

14.2. The Licensee shall make available for commercial use/leased access such channels as are required by federal law or regulation.

15. Permits, Installation, and Service. This License incorporates by reference Article 16-4-1 of the Cable Communications Code.
16. Line Extension. This License incorporates by reference Article 16-4-2 of the Cable Communications Code.
17. Placement of Transmission Facilities. Cable facilities shall be placed in accordance with Article 16-4-3 of Cable Communications Code.
18. Construction and Technical Standards. This License incorporates by reference Article 16-4-4 of the Cable Communications Code.
19. License Fee.
 - 19.1. This License incorporates by reference Article 16-3-2 of the Cable Communications Code.
 - 19.2. As provided in Article 16-3-2(d) of the Cable Communications Code, there shall be allowed as an offset against the License Fee due under this Section any amounts Licensee paid to the Town during the prior quarter in privilege license taxes; provided, however, that there shall be no offset to the extent that Licensee made payments of privilege license taxes on any gross income (within the meaning of the privilege license tax ordinance) that is not included in Gross Revenue under the Cable Communications Code.
 - 19.3. As provided in Article 16-3-2(f) of the Cable Communications Code, the cost to Licensee of any Town right-of-way construction permit, encroachment permit, inspection, zoning review, pavement restoration, and any other fee that Town imposes, under Town code requirements or otherwise, on Licensee's construction activities shall be included in the License Fee paid to the Town.
 - 19.4. As provided in Article 16-3-2(g) of the Cable Communications Code, Licensee shall be entitled to offset against License Fees due to the Town all costs that the Licensee incurs for repair, renovation, restoration, or reconstruction to comply with any requirements of the Town that exceed the repair and restoration requirements set forth in Section 28 of this License, including but not limited to repair, renovation, restoration, or reconstruction required by any pavement restoration ordinance or similar ordinance adopted by the Town and applicable to Licensee. At the time License Fees are due pursuant to this License, Licensee shall provide to the Town an itemized report detailing (i) the amount of License Fees that would otherwise be due to the Town without offset; (ii) a detailed report of all costs incurred by Licensee and the portion of such costs that exceed the repair and restoration requirements of Section 28 of this License and that are being offset; and (iii) the amount of License Fees, if any, being paid to the Town after accounting for the offset.
20. Utility Locating System. This License incorporates by reference Article 16-4-5 of the Cable Communications Code.
21. Resident Notification of Construction Activity Required. This License incorporates by reference Article 16-4-6 of the Cable Communications Code.

22. Location of Property of Licensee. This License incorporates by reference Article 16-5-1 of the Cable Communications Code.

23. Emergency Work. This License incorporates by reference Article 16-5-2 of the Cable Communications Code.

24. Removal and Abandonment of Property of Licensee. This License incorporates by reference Article 16-5-3 of the Cable Communications Code.

25. Temporary Removal of Wire for Building Improvements. This License incorporates by reference Article 16-5-4 of the Cable Communications Code.

26. Changes Required by Public Improvements. This License incorporates by reference Article 16-5-5 of the Cable Communications Code.

27. Methods and Materials of Street Repair. This License incorporates by reference Article 16-5-6 of the Cable Communications Code.

28. Failure to Perform Street Repair. This License incorporates by reference Article 16-5-7 of the Cable Communications Code.

29. Protection of Town Against Liability.

29.1. This License incorporates by reference Articles 16-7-3 and 16-7-4 of the Cable Communications Code.

30. Subscriber Service Provisions. This License incorporates by reference Article 16-6 of the Cable Communications Code.

31. Reports. This License incorporates by reference Article 16-7-1 of the Cable Communications Code. At the annual briefing Licensee shall submit its ultimate parent company's annual financial report.

32. Inspection of Property and Records. This License incorporates by reference Article 16-7-2 of the Cable Communications Code.

33. Indemnification and Release.

33.1. This License incorporates by reference Article 16-7-3(a) of the Cable Communications Code.

33.2. Licensee and Town mutually agree to release the other party from any claim known or unknown, which they ever had, now have, claim to have, or may for any reason in the future have, against the other party arising out of the license agreement granted by Resolution No. 89-23.

34. Liquidated Damages.

34.1. The Licensee understands and agrees that failure to comply with any time and performance requirements in this License or the Cable Communications Code, will result in damage to the Town, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance; therefore, the parties hereby agree to the liquidated damages specified below. The following amounts per day or part thereof may be chargeable to the Letter of Credit for the following concerns:

- (a) Each failure to provide Cable Service within the time(s) specified in Section 16 -- \$50.00 per day;
- (b) In addition to the obligations of Licensee under Article 16-5-7 of the Cable Communications Code, each failure to properly restore the public right-of-way or to correct related violations of specifications, code, ordinance, or standards within seven working days of having been notified by the Town to correct such defects -- \$200.00 per day;
- (c) Each failure to comply with Subscriber service provisions of Section 30 -- \$100.00 per day;
- (d) Each failure to test, analyze, and report on the performance of the Cable System following written request pursuant Section 18 -- \$100.00 per day;
- (e) Failure to comply within three months following adoption of a resolution by the Town Council in accordance with Section 35 determining that Licensee has failed to comply with operational, maintenance, or technical standards -- \$500.00 per day;
- (f) Each failure to comply with the requirements of Section 12 -- \$100.00 per day;
- (g) Any other material action or non-action by the Licensee regarding a requirement of this License to which none of the above reasonably apply and for which damages cannot be estimated on a daily basis -- \$50.00 per day.

34.2. If the Town Manager concludes that a Licensee is in fact liable for liquidated damages pursuant to this Section 34, the Town Manager shall issue to Licensee by certified mail a Notice of Intention to Assess Liquidated Damages. This notice shall set forth the nature of the violation and the amount of the proposed assessment. The Licensee shall, within thirty days of receipt of such notice:

- (a) Respond to the Town in writing, contesting the Town's assertion of violation and providing such information or documentation as may be necessary to support Licensee's position or cure any such violation (and provide written evidence of the same) or, if, by the nature of the violation, such violation cannot be cured within such thirty day period, take reasonable steps to cure said violation and diligently continue such efforts until said violation is cured. Licensee shall report to the Town, in writing, at thirty day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said violation and reporting Licensee's progress until such violation is cured.

(b) If Licensee contests the Town's assertion of violation or fails to respond to the Town's Notice of Intention to Assess Liquidated Damages, within fifteen days the Town shall schedule a hearing in accordance with the procedures set forth in Section 35.

34.3. If the Town notifies Licensee in writing of an alleged violation of the Subscriber service standards in Article 16-6 of the Cable Communications Code, the Licensee shall have ninety days to correct or cure the alleged violation. If the alleged violation is not corrected or cured within ninety days, the Town and the Licensee shall meet to discuss the alleged violation and negotiate a mutually acceptable resolution. If no resolution is reached within ninety days of such meeting, Licensee may be subject to liquidated damages pursuant to this Section 34.

35. Administrative Hearing. This License incorporates by reference Article 16-7-6 of the Cable Communications Code.

36. Hearing by Town Council. This License incorporates by reference Article 16-7-7 of the Cable Communications Code.

37. Revocation. This License incorporates by reference Article 16-7-8 of the Cable Communications Code.

38. Continuity of Service Mandatory. This License incorporates by reference Article 16-7-9 of the Cable Communications Code.

39. Failure of Town to Enforce License; No Waiver of Terms. Licensee shall not be excused from complying with any of the terms and conditions of this License by any failure of the Town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

40. Waivers. This License incorporates by reference Article 16-7-11 of the Cable Communications Code.

41. Representations and Warranties.

41.1. The Licensee expressly acknowledges that upon accepting this License, it did so relying upon its own investigation and understanding of the power and authority of the Town to grant this License.

41.2. By acceptance of this License Licensee acknowledges that it has not been induced to enter into this License by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Town or by any other third person concerning any term or condition of this License not expressed herein or in the Cable Communications Code.

41.3. The Licensee further acknowledges by acceptance of this License that it has carefully read the terms and conditions hereof in effect at the time this License is granted and is willing to and does accept all of the risks of the meaning of such terms and conditions. The Licensee hereby certifies that none of the obligations imposed upon it by this License is, in the Licensee's informed opinion, commercially impracticable.

41.4. The Licensee represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it.

41.5. The Licensee represents and warrants that it accepts this License willingly and without coercion, undue influence, or duress. The Licensee has not misrepresented or omitted material facts, has not accepted this License with intent to act contrary to the provisions herein, and represents and warrants that, so long as it operates the Cable System, it will be bound by the terms and conditions of this License or a Renewal License.

41.6. The Licensee further acknowledges that it was represented throughout the negotiations of this License by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this License.

42. Miscellaneous Provisions. This License incorporates by reference Article 16-7-14 of the Cable Communications Code.

43. Notice. Unless specifically directed otherwise by another Section of this License, all notices that Town may give to Licensee or that Licensee may give to Town shall be given in writing and may be given by first class mail, postage prepaid, to Licensee, to its Vice President and General Manager at 20401 North 29th Avenue, Phoenix, Arizona 85027, or addressed to such person at the following fax number: (623) 322-7424 (with a copy to Cox Communications, Inc., Attention: General Counsel, 1400 Lake Hearn Drive N.E., Atlanta, Georgia 30319, fax number (404) 843-5845); and if to the Town, to the Town Manager at 9241 South Avenida del Yaqui, Guadalupe, AZ 85283, or addressed to such officer at the following fax number: (480) 505-5368; (with a copy to the Town Attorney, David Ledyard, at Faith, Ledyard & Nickel, PLC, 919 North Dysart, Suite F, Avondale, AZ 85232-1711, fax number (623) 932-1610.) Such notices shall be deemed effective upon receipt.

44. Force Majeure. With respect to any provision of this License the violation of which or noncompliance with which could result in the imposition of a financial penalty, liquidated damages, forfeiture, or other sanction upon Licensee, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or similar events, the occurrence of which was not reasonably foreseeable by Licensee and are beyond its reasonable control.

45. Severability. If any Section or provision of this License or any ordinance, regulation, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such holding shall be (i) confined in its operation to the Section or provision directly involved in the controversy in which such holding shall have been rendered; (ii) shall not in any way affect the validity of any other Section or provision hereof; and (iii) the parties shall in good faith renegotiate that Section or provision.

PASSED AND ADOPTED by the Council of the Town of Guadalupe, Arizona, this 25th day of September, 2003.


MAYOR

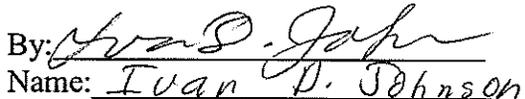
ATTEST:


TOWN CLERK

APPROVED AS TO FORM:


TOWN ATTORNEY

ACCEPTED: COXCOM, INC.

By: 
Name: Ivan D. Johnson
Its: Vice President
Date: 9/25/03

Regional Wireless Cooperative
(RWC)
Adoption of New Governance Document
June 2018

Background

The RWC is a large public safety radio network serving the frontline needs of police, fire, first responders, and other governmental support personnel. The network operates in the 700 MHz frequency band and consists of over 80 strategically placed communication sites, providing seamless, wide area radio coverage across 11,000 square miles of the Phoenix metropolitan region.

Some of the benefits of this multi-agency radio system include wide area coverage beyond what individual agencies could achieve; seamless *interoperability* (the ability for diverse public safety agencies to communicate directly, in real-time, as the need requires); shared resources, such as staffing, equipment and tower sites. All funding and financial responsibilities are shared by all RWC Members based on the Member's relative size.

Formed in 2008, the RWC is a cooperative body formed under an Intergovernmental Agreement (IGA) with membership open to all local, county, state, and federal governmental and tribal entities. The RWC includes most of the cities, towns, and fire districts located within the Phoenix metropolitan region. The RWC Board of Directors consists of one executive representative from each Member. The nineteen Member Board directs the operation, maintenance, planning, design, implementation, and financing of the RWC. The City of Phoenix serves as the "Administrative Managing Member" responsible for the administration and financial management of the RWC.

Governance

The RWC's *Governance Document (Governance)* is identified as "Exhibit A" to the RWC IGA which was adopted and signed by all nineteen Member's governing bodies. The *Governance* provides written direction and guidance -- setting forth term definitions, management processes; and financial, accounting and network management of the RWC. The *Governance* is the administrative and managerial "rule book" used by the Board of Directors, Executive Director, and operational and technical support personnel for managing the RWC.

Updated Governance Document

In 2012, the RWC Board of Directors established a "Governance Working Group" (GWG) tasked with undertaking a full, detailed review of the *Governance* to ensure it was effectively meeting the needs for managing the RWC.

The GWG conducted over 80 meetings which included discussions and input with the RWC Board of Directors, fire and police chiefs, public safety committees, accounting staff, City of Phoenix Finance and Budget Departments, labor organizations, public safety and radio communications, technical and information technology subject matter experts. Also, as draft *Governance* documents were developed, legal staffs from every RWC Member were consulted and solicited for review and input.

Action and Next Steps

On Thursday, May 24, 2018, the RWC Board of Directors voted to approve the attached "Regional Wireless Cooperative Governance Document". The Board of Directors also directed each RWC Member to amend the RWC IGA via each Member's appropriate governing body. The amendment to the RWC IGA is required to replace the current Governance Document with the newly revised Governance Document.

Overview of Changes

As mentioned above, the GWG engaged in a very detailed and deliberate process of analysis, discussions, rewrites, and legal review. The result of the process is a much improved Governance Document. This process resulted in a significant structural reorganization of the Governance Document with modified language that clarified many sections. Since the review focused primarily on structure and clarity, few substantive changes were necessary.

A "redline" version, depicting every change to the Governance Document, would not be practical for review purposes. However, the following highlights are provided to focus on the most significant modifications:

New Recitals

- Emphasis and clarity of RWC purpose and vision

Definitions:

- Encryption Services Manager
- Encryption Services Operator
- General Government Services Entities
- Network Administrator
- Network Manager
- RWC Net Position
- Super Majority
- User Working Group
- Working Day

Member Categories:

- Associates
- Interoperability Participants
- Conditional Participants
- Network Partners

Board of Directors:

- Chair & Vice-chair clarification
- Representative vs Delegate clarification
- Voting Methodology
- Super-Majority Voting

Administrative Management:

- Administrative Manager

- Network Manager
- Encryption Services Manager
- Encryption Services Operator
- Executive Director

Advisory Committees:

- Executive Committee
- User Working Group
- Technical Working Group

Financial Management:

- Budget and Financial Planning and Reporting
- Simplify Fund Definitions
 - Operating
 - Capital
 - Reserves
- RWC Capital Equity
- Annual Audit Process

RWC Assets and Ownership:

- Clarification of Real vs Personal Property
- Clarification of Administrative Managing Member Responsibilities

Insurance:

- Clarification of Roles - Member versus Administrative Managing Member

Questions should be directed to:

David Felix, Executive Director
Regional Wireless Cooperative
(602) 495-2426

124822-002

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT TO PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE
THE REGIONAL WIRELESS COOPERATIVE NETWORK**

This First Amendment to the Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain and Finance the Regional Wireless Cooperative Network (the “First Amendment”) is made and entered into effective **January 1, 2019**, by and between the signatories hereto. Unless indicated otherwise herein, all capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

RECITALS

A. WHEREAS, the Parties wish to amend the rules and policies governing the regulation and management of the RWC’s internal affairs, which rules are presently set forth in Exhibit A to the Agreement, by replacing said Exhibit A with the document attached as Exhibit A hereto; and

B. WHEREAS the Parties deem it appropriate to make several additional revisions to the body of the Agreement in order to accommodate the revision of Exhibit A;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **REPLACEMENT OF GOVERNANCE DOCUMENT:** Exhibit A to the Agreement is hereby deleted and replaced with the Regional Wireless Cooperative Governance Document attached as Exhibit A hereto.
2. **ADDITIONAL REVISIONS TO THE AGREEMENT:**
 - a. The first sentence within the second paragraph of Section 4.4 of the Agreement is hereby deleted and replaced with the following: “The Parties agree that all damages, costs and expenses not specifically provided for in this Agreement shall be shared by the Parties in proportion to each Party’s share of the total number of Subscriber Units at the time the claim or lawsuit is first served on any Party or the unforeseen costs or expenses were incurred (whichever occurs first).”
 - b. The fourth sentence within Section 4.8 of the Agreement is hereby deleted and replaced with the following: “The cost of any insurance and/or self-insurance provided under this section shall be shared by the Parties pursuant to Section 3.3.2 of Exhibit A.”
3. **SURVIVAL OF AGREEMENT:** The Agreement shall remain in force and effect pursuant to its terms, except as modified by this First Amendment.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment effective as of the date set forth above.

For: _____

Date: _____

By: _____

Name of Signor: _____

ATTEST:

Clerk

APPROVED AS TO FORM and within the powers and authority granted under the laws of the State of Arizona:

City/Town Attorney

EXHIBIT A

(see following page)

REGIONAL WIRELESS COOPERATIVE GOVERNANCE DOCUMENT

Table of Contents

- 1. Definitions**
- 2. RWC Structure**
- 3. Financial Management**
- 4. RWC Assets, Maintenance, and Ownership**
- 5. Insurance**
- 6. Operational Control and Duties (Programming and Capabilities)**
- 7. Services**
- 8. Maintenance**
- 9. General Provisions**

RECITALS

A. This Agreement establishes (1) an organizational and management structure for ongoing Network administration, planning, operation, and maintenance; and (2) a budgeting and accounting process to allocate costs among Members, Conditional Participants, Interoperability Participants, and Associates for the Network's operation and maintenance.

B. The Members further desire to provide a process for admitting other Public Safety Agencies and General Government Service Entities to join and participate in the RWC pursuant to terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

The following terms when used herein shall have the meaning ascribed to them below. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require.

<u>Term</u>	<u>Definition</u>
Administrative Manager	The Member selected by the Board pursuant to Subsection 2.2 of this Agreement that is responsible for the RWC administration, day-to-day operations and financial management whose powers and duties are more specifically set forth in Subsection 2.3.1 of this Agreement.
Agreement	This governance document.
Alternate Representative	One or more persons who have been designated by a Member to serve as their substitute representative and as having the authority to act on the Member's behalf for RWC matters as more specifically set forth in Subsection 2.2.1 of this Agreement.
Applicable Law	Applicable federal, state, and local law and regulation (including but not limited to, for a Member, that Member's Charter and City Code).
Associate	A non-Member entity that is authorized by the Board to use the Network to support an existing Member pursuant to Subsection 2.1.1 of this Agreement.

Board of Directors ("Board")	The governing body of the RWC whose duties are more specifically set forth in Subsection 2.2.
Capital Project Fund(s)	One or more funds established for infrastructure replacements and enhancements pursuant to and as more specifically set forth in Subsection 3.3.2.3.
Claims	Claims and lawsuits, including claims, demands, losses, liability, damages, payments, judgments, costs, expenses (including but not limited to reasonable attorney's fees incurred through all appeals).
Conditional Participants	A non-Member entity authorized by the Board or the Executive Director to use the Network for special events, tactical situations, emergency circumstances, or for other purposes subject to the terms and conditions more specifically set forth in Subsection 2.1.3.
Encryption Services Manager	As authorized by the Board, an entity responsible for the management of encryption keys and process whose powers and duties are more specifically set forth in Subsection 2.3.4 of this Agreement.
Encryption Services Operator	As authorized by the Board, an entity responsible for executing the activities of the encryption management services over a specific area as more specifically set forth in Subsection 2.3.5.
Executive Committee	The RWC committee responsible for producing and/or evaluating RWC proposals and recommendations as necessary, prior to submission to the Board and the other responsibilities as more specifically set forth in Subsection 2.2.13.
Executive Director	The chief executive officer responsible for oversight of RWC and Network activities at the direction of the Board as more specifically set forth in Subsection 2.3.6.1.
Final Budget	The Final Budget adopted by the Board for each fiscal year as more specifically set forth in Subsection 3.2.
Fiscal Year	The twelve (12) month accounting period for budgeting and expenditure reporting that commences on the first day of July and ends on the thirtieth day of June, unless otherwise agreed to by the Board.

General Government Service Entities	All public sector entities or departments whose primary responsibility is providing residents with services other than Public Safety services.
General Government Personnel	All employees, contractors or other individuals that provide work for General Government Service Entities.
Good Standing	The status of a Member who is in full compliance with the terms and conditions of this Agreement.
IGA	That certain Amended and Restated Intergovernmental Agreement to Plan, Design, Construct, Operate, Maintain, and Finance the Regional Wireless Cooperative Network (City of Phoenix Contract No. 124822-001), including all amendments thereto
Impact Assessment	Evaluation of impacts to the Network and RWC Members resulting from additional or expanded use of the Network.
Interoperability	The ability of emergency responders to communicate among jurisdictions, disciplines, and levels of government, as needed and as authorized.
Interoperability Participant	A non-Member entity authorized by the Board to use the Network for the purpose of participating in intermittent interoperable situations or circumstances as more specifically set forth in Subsection 2.1.2.
Member	Any entity that executes and becomes a Party to this Agreement to plan, design, construct, operate, maintain, and finance the RWC Network as more specifically set forth in Subsection 2.1.
Member's Equity	The Member's proportionate share of RWC Capital Equity as more specifically set forth in Subsection 3.4.
Member Personal Property	A Member Personal Property including, without limitation, all frequency licenses, equipment, hardware, and software that the Member owns.
Member Real Property	A Member's real property, and fixtures thereto, including without limitation real estate, buildings, structures, towers, generators, HVAC, fire detection, and suppression systems that the Member owns.
Member Retained Property	The Member's Real Property and Member Personal Property that will continue to be owned by individual Members and not be included as part of the Member's Equity.

Network	The Public Safety and general government communications system that is planned, designed, constructed, operated, maintained, and financed by the RWC and its Members, including all real estate, real property, and personal property that is purchased, leased or licensed by the RWC or owned or licensed by a Member and which such Member allows the RWC to use.
Network Administrator	As authorized by the Board, the entity that is responsible for the technical operations of the Network and whose powers and duties are more specifically set forth in Subsection 2.3.2 of this Agreement.
Network Manager	As authorized by the Board, an entity responsible for providing operations and maintenance for a defined portion of the Network whose powers and duties are more specifically set forth in Subsection 2.3.3 of this Agreement.
Network Partner	Other governmental or other regional communication systems that have entered into a written agreement with the RWC but are not parties to this Agreement.
Network Resource Plan	A plan document that describes available network resources users can access to carry out their communications. This plan will be used to allocate and manage resources on the network, and in the development of radio programming templates.
Network Resource Priorities	The priorities assigned to Network resources pursuant to Section 7.4.4.1, (see Network Resource Plan) such as talkgroups or physical radio frequency channels to ensure the most urgent communications receive the highest priority in the network.
Network Services	Services provided by the RWC related to Talkgroups, feature sets, encryption usage, priorities, roaming, and any other services.
Network System	The collection of devices, software, hardware, technologies, facilities, towers or other devices or structures that provide RWC voice and data communications capability for the Network.
New Member Special Assessment	The special assessment a new RWC Member may be required to pay upon joining the RWC pursuant to Subsection 3.3.5.1.

Operating Fund Contingency Balance	A reserve of money set aside to cover unforeseen future expenses as set forth in Subsection 3.3.2.2.
Parties	Collective reference to all entities that are signatories to this Agreement.
Party	Any individual entity that is a signatory to this Agreement.
Public Safety	Public Safety refers to the welfare and protection of the general public typically performed by Public Safety Agencies.
Public Safety Agencies	All local, county, state, tribal community, and federal law enforcement agencies, fire and medical services, emergency management and disaster preparedness agencies whose purpose and function at least in part is to enhance or maintain Public Safety.
Regional Wireless Cooperative (“RWC”)	The cooperative that was formed by the Parties to jointly plan, design, construct, operate, maintain, and finance the Network; the operations of which cooperative are governed by the IGA and this Agreement.
Representative	The person designated by a Member to act on behalf of the Member on all matters concerning the RWC as more specifically set forth in Subsection 2.2.1 of this Agreement.
RWC Assets	The real and personal property that the RWC owns, leases or licenses; except for Member Retained Property.
RWC Capital Equity	(1) The amount paid for RWC capital additions, upgrades or replacements including real estate, real property, and other property purchased by the RWC; and (2) Capital contributed by Members to the RWC. It does not include Member Retained Property or fees paid by Members that are a Member’s share of operation and maintenance costs.
RWC Net Position	The total RWC Assets, minus RWC liabilities as reported in the RWC financial statements.
RWC Policies and Procedures	The policies and procedures that have been adopted by the Board.
Special Assessment	Fee assessed by the Board to pay the cost of projects, or unforeseen expenses as more specifically set forth in Subsection 3.3.3. Each Special Assessment may use a unique cost distribution method.
Subscriber Unit	Any device authorized for use on the Network.

Super-Majority	A vote of no less than eighty percent (80%) of the Board Members present as more specifically set forth in Subsection 2.2.11
Talkgroup	A defined organizational grouping of radio users who need to communicate with one another.
Technical Working Group	A working group consisting of Member technical and operational practitioners who meet to address Network Services, operation and maintenance issues, performance issues, Impact Assessments, and other Network technical matters as established by the Board pursuant to Subsection 2.2.12.
User Working Group	As established by the Board pursuant to Subsection 2.2.12, a group (such as fire fighters, police officers or General Government Personnel) that meets to: (1) discuss or provide operational or field input regarding RWC Network use and performance; (2) share knowledge and experience; (3) receive input from RWC department delegates, industry providers or RWC management (or RWC management designee); and (4) conduct other related activities.
Working Day	A calendar day other than Saturday, Sunday or a United States federal holiday.

2. RWC STRUCTURE

2.1. Members

The RWC shall be comprised of its Members. Each Member shall have one voting Representative on the Board.

2.1.1. Associates

An entity may become an Associate if the entity: (1) is under contract to or supports an existing Member that uses the Network to provide Public Safety or general government services and is authorized by the Board to use the Network; and (2) is compliant with the conditions as set forth by the Board, this Agreement, and any other applicable agreements. Associates have no RWC voting rights or representation on the Board or the Executive Committee, but may have a delegate on other RWC committees as authorized by the Board. The Administrative Manager may assess fees and costs, including “in kind” non-monetary compensation, to an Associate in an amount determined by the Board.

2.1.2. Interoperability Participants

An Interoperability Participant may use the Network for intermittent interoperable situations, if authorized by the Board, and subject to: (1) the conditions imposed by the Board; (2) this Agreement; and (3) any other applicable agreements. Interoperability Participants shall have no RWC voting rights or representation on the Board or any RWC committees. The Administrative Manager, subject to the Board’s approval, may assess fees and costs (including “in kind” compensation) against an Interoperability Participant in an amount determined by the Board.

2.1.3. Conditional Participants

As a Conditional Participant, a non-Member entity may use the Network for (1) special events; (2) tactical situations; (3) emergency circumstances; or (4) any other circumstances as authorized by the Board. Conditional Participants have no RWC voting rights or Representative to the Board, or any RWC committees. The Conditional Participant's use of the Network is subject to any conditions imposed by the Executive Director or the RWC Board, and such conditions may include, without limitation, assessment of fees and costs (including "in kind" non-monetary compensation) in an amount determined by the Board. Notwithstanding anything to the contrary in this Subsection 2.1.3, the Executive Director may authorize the addition of a Conditional Participant without first obtaining Board approval, but continuation of the Conditional Participant's Network use and any conditions imposed by the Executive Director must be approved or disapproved by the Board at their next meeting. The Conditional Participant's right to use the Network may be terminated by the Board at any time.

2.1.4. Network Partner

Subject to Board approval, the RWC may enter into individualized agreements with Network Partners to share infrastructure, expand coverage, manage costs, or for other purposes which advance the interests of Public Safety.

2.1.5. Member Admission and Approval

Any entity in the Network service and expansion area, as defined by the Board, may apply for RWC membership. The Board, at its sole and absolute discretion, may admit an applicant as a Member upon completion of all the following and by majority vote of the Members:

- The Applicant's written request for RWC Membership.
- The Applicant's executing an agreement with the RWC that specifies the fees and costs the applicant must pay the RWC pursuant to Subsection 2.1.5.1 of this Agreement.
- The Applicant meeting all conditions imposed by the Board and this Agreement.
- The Applicant executing and becoming a Party to this Agreement.

2.1.5.1. Evaluation Factors

The Board has the sole and absolute discretion to either summarily deny or consider applicants for Membership status. If the Board elects to consider an application, an Impact Assessment must be completed. The applicant will be responsible for any costs associated with the Impact Assessment unless the Board directs otherwise, whether or not the applicant becomes a Member.

After completion of the Impact Assessment, the Executive Director will forward the assessment to the Board for approval with a written recommendation that includes financial and Network operational impact statements.

The RWC will evaluate requests for new Membership using the Impact Assessment factors as referenced in the Board approved policies and procedures.

2.2. Board of Directors

The Board governs the RWC subject to this Agreement and the IGA. The Board establishes RWC policy, develops and maintains a long-range capital budget, develops and adopts an annual budget, establishes funding, assesses fees,

approves Membership, and exercises any other authorized powers and duties. The Board may exercise such other powers and duties as authorized under this Agreement. The Board must act only in accordance with this Agreement and all applicable laws.

The Administrative Manager will be as defined in a RWC Board resolution in conjunction with this Agreement. The Board must select an Administrative Manager, which will have powers and duties as listed under 2.3.1. Except as otherwise determined by the Board, the Administrative Manager will serve a four-year term unless the Administrative Manager resigns or is removed by the Board pursuant to a Super-Majority Board vote prior to expiration of such term. Upon resignation, removal or no later than six months prior to expiration of the Administrative Manager's term, an ad hoc group of three to five Board members appointed by the Board Chair will review and recommend one or more Administrative Manager candidates for consideration by the Board. Unless otherwise determined by the Board, the Administrative Manager must give at least twelve months' prior written notice to the RWC Board before resigning as Administrative Manager. The Administrative Manager may serve any number of successive terms and must be elected by a Super-Majority vote. Except as limited by this Agreement, the Board may delegate additional powers and duties to the Administrative Manager as necessary to assure cost effective and efficient delivery of services.

The initial Network Administrator will be as defined in a Board resolution in conjunction with this Agreement. The Board must select a Network Administrator, which shall have powers and duties as listed under 2.3.2. The same entity may serve as Administrative Manager and Network Administrator. Except as otherwise determined by the Board, the Network Administrator will serve a four-year term unless the Network Administrator resigns or is removed by the Board pursuant to a Super-Majority vote prior to expiration of such term. Upon resignation, termination or no later than six months prior to expiration of the Network Administrator's Term, an ad-hoc group of three to five Board members appointed by the Board Chair must review and recommend one or more Network Administrator candidates for consideration by the Board. Unless otherwise determined by the Board, the Network Administrator will give at least twelve months' prior written notice to the RWC Board before resigning as Network Administrator. The Network Administrator may serve any number of successive terms and must be elected by a Super-Majority vote.

2.2.1. Representatives

The Board will consist of Representatives of the Members (or their respective Alternate Representative(s), as set forth below). There will be one (1) Representative for each Member. The Board Representatives must be police chiefs, fire chiefs, chief information officers (CIO), chief financial officers (CFO), city managers, county managers, town managers, State of Arizona department directors, regional agency directors, or other positions with executive level decision-making authority. A Member must be in Good Standing before that Member's Representative may exercise a vote on any matter at a Board Meeting.

The following procedures and rules govern the appointment and service of a Member's Representative:

- A Member is entitled to appoint one person that meets the above criteria to serve as that Member's Representative.
- A Member may also appoint one or more persons that meet the above criteria to serve as an Alternate Representative.
- At least two business days before the first Board meeting following joining the RWC, each Member must have notified the Executive Director in writing of the person or persons who are authorized to serve as the Member's Representative or Alternate Representatives. Notwithstanding Section 9.9.1 of this Agreement, such notification may be made via email.

- The appointment of a Member's Representative or Alternate Representative becomes effective when the Executive Director receives the written notice and will continue thereafter until the Executive Director receives any contrary written instruction regarding the Member's Representative or Alternate Representatives.
- The Member must rank the Alternate Representatives in the order that they shall serve when the Representative is absent.
- If the Member's Representative is not present at a meeting, then the Member's Alternate Representative will act in place of and exercise all powers of the Representative.
- Each Member shall be bound by the acts of its Representative, and the RWC is authorized to rely on the act of a Representative the same as if such act were done by the governing body of the Member.
- The Representative or Alternate Representative must be vested with the authority to lawfully act on the Member's behalf with respect to the RWC.
- The Executive Director must maintain a list of the names and addresses of all Board Member Representatives and Alternate Representatives.

2.2.1.1. Removal or Replacement

A Member may replace or remove its Representative or Alternate Representative at any time by giving written notice to the Executive Director. The removal or replacement of a Representative or Alternate Representative is effective when the Executive Director receives the written notice of such removal or replacement.

2.2.2. Chair and Vice Chair

The Board must elect one of its Members as Chair. The Chair will be the presiding officer of the Board, must serve a two-year term, and remains a full voting Representative. The Chair cannot serve more than two consecutive terms.

The Board must elect one of its Representatives as Vice-Chair. The Vice-Chair must execute the duties of the Chair during the absence or disability of the Chair.

During the absence or disability of the Chair and Vice-Chair, the Board must elect a temporary presiding officer from the attending Board Members.

2.2.3. Meetings

The Board will meet quarterly except to the extent that the Board determines to meet more or less frequently.

2.2.4. Special Meetings

A Representative with approval of the Chair may call a special meeting of the Board upon a minimum of five (5) Working Days' notice to the Board. In the event of an emergency, a meeting may be scheduled and noticed with less than five (5) Working days' notice provided notice is given to the public and Representatives in compliance with Arizona Open Meetings Law.

2.2.5. Notice and Agenda

The Executive Director will prepare the notice, agenda and minutes of Board meetings. Notwithstanding anything to the contrary in this Agreement, a Member's representative may add an item to be considered by the Board to the agenda by providing written notice to the Chair and the Executive Director one-hundred twenty (120) hours before the meeting. In emergency situations items may be added no later than twenty-four (24) hours before the applicable

meeting, so as to ensure compliance with the Arizona Open Meetings law. The Executive Director must provide a Board meeting notice and agenda to each Member with at least as much notice as is required to the public under Arizona law. For any agenda item requiring Super-Majority approval, the Executive Director must specifically reference that such agenda item requires Super-Majority approval.

2.2.6. Quorum

A quorum is required to conduct Board business. To constitute a quorum, a majority of the total number of the Members' Representatives must be present.

2.2.7. Attendance

Unless the Board Chair otherwise directs upon prior notice, a Member Representative or Alternate Representative may attend and participate in a meeting in person, by teleconference or video-conference, if the possibility of such method of attendance is noted in the meeting notice.

2.2.8. Rules

The Board must establish rules for its proceedings. An item not specifically covered by the rules established by the Board or by law shall be decided by the meeting's presiding officer using the latest standard edition of Robert's Rules of Order.

2.2.9. Voting Methodology

Except as otherwise provided in this Subsection, each Member attending a meeting of the Board must vote on all matters to be decided by the Board at that meeting, unless the Representative has a good-faith reason to abstain from voting and has explained their reasoning to the Board. A Representative's voting rights will be suspended anytime the Member is not in Good Standing.

2.2.10. Voting

All matters will be decided by a vote of one vote per Member, per action item. The Board Chair and Vice Chair are voting members on all items. A vote must pass by the affirmative vote of a majority of the Representatives in attendance, except those matters requiring Super-Majority approval. In case of a tie in votes on any motion, the motion then fails.

2.2.11. Super-Majority Voting

The following items will require Super-Majority voting:

- Termination or withdrawal of a Member;
- Adjustments to the amount a Member pays as its proportionate share of Network operations and maintenance cost pursuant to Section 3.3.2 of this Agreement;
- Annual Budget Adoption;
- Approving capital projects;
- Awarding a contract in excess of 10% of the RWC's overall budget;

- Selecting or removing the Administrative Manager;
- Selecting or removing the Network Administrator;
- Selecting or removing the Executive Director; and
- Dissolving the RWC.

The Board may revise the foregoing list by a Super-Majority vote.

2.2.12. Advisory Committees

The Board will establish, and the Executive Director will facilitate, the following: the Executive Committee, the User Working Group(s), and the Technical Working Group. The Board or the Executive Director may establish additional advisory or ad hoc committees as needed. Unless otherwise determined by the Board, each advisory committee will choose a chairperson and vice-chairperson and will establish key performance indicators and rules for conducting meetings and representation. The Executive Director or designee must be a participant on each committee. The committees will coordinate all activities through the Executive Committee and, unless otherwise directed by the Board or the Executive Director, must meet at least quarterly and provide status reports based on key performance indicators and other committee activities to the Board at least annually.

2.2.13. Executive Committee

The Executive Committee's purpose is to: (1) provide the RWC high level expertise in communications and operations; (2) advise the Board; (3) help direct the Executive Director's efforts; and (4) provide the RWC intermediate strategic direction. Prior to submittal to the Board, the Executive Committee must review and approve proposals and recommendations, budget and financial reports, audits, Network performance reports, and Board meeting agendas. The Executive Committee will have the authority to return proposals and recommendations back to the originator for review and revision.

2.2.13.1. Representation

The Executive Committee will consist of no less than five (5) delegates nominated by any Member and appointed by the Executive Director. The Executive Director is an Executive Committee non-voting member. Delegates, selected from the RWC Membership, will be comprised of at least: one (1) Police Department executive; one (1) Fire Department executive; one (1) General Government Service Entity executive; one (1) Chief Information Officer (or equivalent); and one (1) executive from a Network Administrator. The Executive Committee must not have a majority of delegates from one Member unless otherwise determined by vote of the Board.

2.2.13.2. Chair and Vice Chair

The Executive Committee will elect one of the Representatives as Chair. The Chair will be the presiding officer of the Executive Committee and shall serve a two-year term. The Chair will not serve more than two consecutive terms.

The Executive Committee must elect one of the Representatives as Vice-Chair. The Vice-Chair will execute the duties of the Chair during the absence or disability of the Chair.

During the absence or disability of the Chair and Vice-Chair, the Executive Committee will elect a temporary presiding officer from the attending Executive Committee Representatives.

2.2.13.3. Meetings

The Executive Committee will meet quarterly except to the extent that the Executive Committee determines to meet more or less frequently.

2.2.13.4. Special Meetings

A Committee Member with approval of the Chair may call a special meeting of the Executive Committee upon a minimum of five (5) Working days' notice to the other Committee Members. In the event of an emergency, a meeting may be scheduled and noticed with less than five (5) Working Days' notice provided notice is given to the Committee Members and the public in compliance with Arizona Open Meetings Law and a quorum is present.

2.2.13.5. Quorum

A quorum is required to conduct business. To constitute a quorum, a majority of the total number of the Executive Committee's Representatives must be present.

2.2.13.6. Attendance

Unless the Board Chair otherwise directs upon prior notice, an Executive Committee Representative may attend and participate in a meeting in person, by teleconference, or by video-conference, if the possibility of such method of attendance is set forth in the meeting notice.

2.3. Administrative Management

2.3.1. Administrative Manager

The Administrative Manager is responsible for day-to-day RWC administrative responsibilities that include, but are not limited to: (1) procuring resources, materials, and services; (2) establishing functions such as accounting, budgeting, contracting, purchasing, and inventory; (3) providing reports; and (4) performing other duties as assigned, and identified in the Board-approved RWC Policies and Procedures. The Administrative Manager will be reimbursed by the Members for all costs incurred as a result of performing its responsibilities.

2.3.2. Network Administrator

The Network Administrator is responsible for network operations, planning, monitoring, optimization, management, coordination, technical implementation and other duties as assigned, and identified in the Board-approved RWC Policies and Procedures.

2.3.3. Network Manager(s)

A Network Manager is responsible for: (1) the day-to-day operations and maintenance of an assigned portion of the RWC Network to comply with policies, procedures, and performance standards; and (2) performing other duties as assigned, and identified in the Board-approved RWC Policies and Procedures.

2.3.4. Encryption Services Manager

The Encryption Services Manager is responsible for managing encryption keys and process, and performing other duties as assigned by the Board or as identified in the Board-approved RWC Policies and Procedures.

2.3.5. Encryption Services Operator(s)

The Encryption Services Operator is responsible for performing encryption management services as delegated by the Encryption Services Manager and performing other duties as assigned by the Board, or as identified in the Board-approved RWC Policies and Procedures.

2.3.6. Executive Director

2.3.6.1. Responsibilities

The Executive Director will report to the Board and serve as a non-voting member of the Executive Committee. The Executive Director has day-to-day RWC administrative responsibilities that include, but are not limited to: (1) coordinating efforts of the Board, Executive Committee and advisory group delegates; (2) preparing and maintaining meeting notices, agendas and minutes; (3) managing the overall RWC administrative organizational structure and staffing; (4) maintaining the RWC Policies and Procedures in coordination with the Executive Committee and Board; (5) providing reports; and (6) performing other duties as assigned and identified in the Board-approved RWC Policies and Procedures.

2.3.6.2. Executive Director Selection

The Board Chair will appoint a committee of at least three Members with the assistance of the Administrative Manager, to recommend an Executive Director to perform RWC administrative duties. The Board shall vote to either approve or not approve such Executive Director recommendation. The Executive Director will serve until he or she resigns or is removed by the Board.

3. FINANCIAL MANAGEMENT

3.1. General

The Administrative Manager, acting through the Executive Director, is responsible for all RWC financial management responsibilities including, but not limited to, fund management, budget development, rates and fees, Member billing, vendor invoicing, procurement, financial reporting, grant management, and financial audits.

The Administrative Manager is responsible for the preparation and fair presentation of the RWC financial statements in accordance with generally accepted accounting principles (“GAAP”) in the United States of America as applied to governmental units; this includes the design, implementation, and maintenance of budgets, accounting records, and internal controls.

The Board of Directors must develop a fee structure to ensure adequate resources are available to support operations and maintenance and any needed capital improvements. The Board of Directors will annually review the fee structure as part of its annual budget adoption and at any other times that the Board deems necessary.

Each year, the Board of Directors must approve an annual budget. The budget will consist of the following accounts; (1) operations and maintenance; (2) capital; and (3) any other accounts determined by the Board.

3.2. Budget and Financial Planning and Reporting

No later than November 30th of each year, unless the Board of Directors directs a different date, the Executive Director in cooperation with the Administrative Manager must prepare and present to the Executive Committee, a (1)

preliminary budget for the subsequent Fiscal Year, (2) a five-year financial forecast (“FYFF”), and (3) fund balance reports (“FBR”). Unless the Board of Directors otherwise directs a different approval date by Super-Majority Vote, no later than December 31st of each year, the Board must approve, (1) the Final Budget for the subsequent Fiscal Year; (2) a FYFF; and (3) FBR. The Final Budget must include all funding sources, operational and maintenance costs, as well as planned capital costs for the upcoming year. The FYFF must include operational and maintenance costs, capital costs, and fund balance for the five (5) years following the Final Budget period. The FYFF will be used to prepare annual budgets for future years. After presentation to the Executive Committee, the proposed Final Budget, FYFF, FBR, and presentation of significant issues and financial assumptions shall be forwarded to the Board for approval. The budget approved by the Board must be the basis for developing the Member Fee (defined in Section 3.3.2 below). A copy of the adopted budget must be made available (1) for access by the public and (2) to each Member.

After the end of each Fiscal Year, the Executive Director must submit to the Executive Committee and Board a summary of financial activity, including a comparison of budgeted expenditures to actual expenditures.

3.3. Funding

3.3.1. General.

The Members will fund the RWC through annual fees, Special Assessments, and grants, as determined by the Board. Members will advance funds to the Administrative Manager on a quarterly basis upon receipt of an invoice. Payment of all invoices is due forty-five (45) days from the invoice date. A late payment charge on the current unpaid amount and any past due late fees will be assessed at the rate of one percent (1%) per month. Interest collected will be deposited into the appropriate RWC fund to be used to offset operating, maintenance or project costs.

In the event a Member disputes a billed amount, it must do so in writing to the Executive Director and must specify the reason upon which the protest is based within forty-five (45) days after service of an invoice or receipt of fiscal year-end reconciliation. The Member must pay the disputed amount, but may do so under protest. After the protest has been filed and the disputed amount has been paid, the dispute must be handled in accordance with the dispute resolution terms and conditions outlined in Section 9.3. of this agreement.

If a Member withdraws from the Network, that Member will be responsible for all unpaid fees and entitled to any fee refunds applicable for time of the Member’s Membership.

It shall be the responsibility of each Member to bill and collect from its individual departments and divisions all charges as are required in the payment of the amounts due under this Agreement.

It will be the responsibility of each Party to this Agreement to take the appropriate steps in conformity with state or local laws to ensure that it appropriates sufficient funds to cover the obligations it assumes under this Agreement. Each Party recognizes that the performance by the Parties under this Agreement may be dependent upon the appropriation of funds to or by that Party. Should any Party fail to appropriate the necessary funds, or default on payments to the RWC, the Board may require that party to immediately withdraw from this Agreement on the last day of the fiscal period for which funds are legally available. Notwithstanding Section 9.4 or anything to the contrary in this Agreement, subject to Board approval, the RWC shall retain use of such portion of the Member’s Real Property and Member Personal Property as the Board determines is necessary to the continued functioning of the network; however, the Board must endeavor to procure a satisfactory replacement for such property. Each Party agrees to give notice to the other Parties as soon as reasonably possible after the unavailability of funds comes to the Party’s attention. Except as otherwise provided in this Section 3.3.1, the ownership of personal property and real property that is used in the Network shall be governed by Section 4 of this Agreement.

3.3.2. Member Fees, Payments, Allocations

Each Member agrees to pay fees assessed on a quarterly basis unless otherwise directed by the Board. Invoices are sent by the Administrative Manager in the months of July, October, January, and April of each year (“Member Fee”) to cover the cost of RWC administrative services (“RWC Administrative Services”) including allocated insurance premiums, self-insurance costs, costs of Claims, contingencies, Network operations and maintenance services, and capital projects, and other appropriate fees as set forth in the annual budget adopted by the Board. The Administrative Manager will deposit each Member’s Member Fee into an account as designated by the Board that must only be used for RWC purposes. The Administrative Manager will draw down the actual costs incurred and report to the Members at least quarterly regarding withdrawals from such account. The Administrative Manager may change the method of payment for the Member Fee subject to the Board’s approval. The Member Fee is intended to fund the Board approved operations and maintenance budget for the current Fiscal Year in addition to the amount approved by the Board for the subsequent year’s infrastructure replacement and enhancement projects.

The prorated portion of the Member Fee that is intended to fund capital projects shall increase RWC Capital Equity, as established under Subsection 3.4, only to the extent that funds are deposited in the Capital Project Fund(s) as described in Subsection 3.3.2.3.

Notwithstanding the provisions of this Subsection 3.3.2 and Subsection 3.3.2.3, the Board upon Super-Majority Vote may adjust the amount a Member pays as its Member Fee. The Member Fee for such Member may be adjusted if the Board reasonably finds factors or circumstances are such that the formula used to determine the amount such Member pays for its Member Fee results in an unfair or inequitable assessment to that Member or to the other Members.

3.3.2.1. RWC Operating Fund

The portion of the Member Fee assessed by the Board and collected by the Administrative Manager to cover the cost of RWC Administrative Services, operations and maintenance, and contingency, will be deposited in the RWC Operating Fund.

3.3.2.2. Operating Fund Contingency Balance

The Board will establish and maintain an operating Fund Contingency Balance. The Board will maintain an Operating Fund Contingency Balance equal to twelve and one half percent (12.5%) of yearly budgeted total operation and maintenance costs or as otherwise determined by the Board. The Operating Fund Contingency Balance initially will be established semi-annually in the first year and maintained annually thereafter. The Board will establish the method for determining each Member’s financial obligation to the Operating Fund Contingency Balance. The use of the Operating Fund Contingency Balance must be approved by the Board.

3.3.2.2.1. Operating Fund Settlement

After the end of each Fiscal Year, the Executive Director must prepare the RWC Operating Fund settlement statement by comparing fees assessed to actual expenditures paid. Each year, the Board must approve the distribution method for year-end reconciliation.

3.3.2.3. Capital Project Fund(s)

The Administrative Manager will deposit into the Capital Project Fund(s) the portion of the Member Fee assessed and collected to cover Board approved infrastructure replacements and enhancements and to maintain the minimum

Capital Project Fund(s) balance. Subsidiary records for each Member will be maintained. Interest or interest expense will be applied monthly to each subsidiary account based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Manager's pooled cash account.

3.3.2.3.1. Minimum Balance

The Board may establish a minimum balance for the Capital Project Fund(s) contingency for the following fiscal year by September 30th of each year. Should the Board not establish a new minimum balance for the following fiscal year by September 30th, the then-current minimum balance shall remain in effect for the following fiscal year.

3.3.2.3.2. Approved Uses

The Capital Project Fund(s) must be used only for infrastructure replacements and enhancements approved by the Board except in the event of a major failure, disaster or force majeure event that necessitates immediate action to restore the Network to operating condition. In such cases, the Executive Director is authorized to expend funds without first obtaining Board approval. The Executive Director will report to the Board at the next Board meeting the funds that were expended for ratification of the expenditure and Special Assessment, if necessary. The Administrative Manager will not expend funds that will cause the Capital Project Fund(s) to be in a deficit position at any time.

3.3.3. Special Assessments

The Board may assess other fees on an as needed basis to: (1) pay the costs of unplanned projects such as disaster recovery, certain extraordinary claims or lawsuits; (2) pay the costs for uninsured casualty losses, regulatory fines or insurance deductibles; (3) pay for the use of the Network by an Interoperability Participant, Conditional Participant, Network Partner or Associate; or (4) pay the costs of special projects or system changes, replacements and/or expansions not previously included in the budget. Such changes may not benefit all Members in a proportionate manner. The Board may assess fees proportionately or individually and such fees need not be equal among Members. The Administrative Manager will deposit such fees collected as a Special Assessment into a special revenue fund.

3.3.4. Project Settlements

On an annual basis and also after the project is completed, the Administrative Manager will prepare the project's subsidiary account reconciliation statement by comparing fees assessed and paid to actual expenditures paid. If such reconciliation shows actual expenditures exceeded fees assessed and paid, the Administrative Manager will bill the applicable Member(s) for an amount sufficient to cover the shortage. After project completion, if the reconciliation shows expenditures are less than the fees assessed and paid, the Administrative Manager must either refund the unused fees or apply a credit to the appropriate Member(s) account(s). When more than one Member is funding a project, the Administrative Manager will transmit to each Member billings and refunds in accordance with the Board approved funding plan for the project.

3.3.5. Applicant Impact Assessment Fee

The RWC may require an Applicant to pay an Impact Assessment Fee to cover the cost of developing an Impact Assessment that addresses the Applicant's request for RWC membership and the Applicant's potential effect on the existing RWC infrastructure and the Members.

3.3.5.1. New Member Special Assessment

The Board may require a new Member to pay a one-time Special Assessment in an amount up to the full cost associated with providing services to the new Member. The New Member Special Assessment may include the cost to

provide service to the new Member's Subscriber Units, Network infrastructure investment necessary to increase Network capacity, and other costs deemed necessary to ensure existing Members receive the same services and benefits they received before the new Member joined the Network. The New Member Special Assessment shall be paid in accordance with the terms and conditions established by the Board.

3.3.5.2. Existing Member Capacity and Coverage Upgrade

If any existing Member(s) make a request for a capacity, coverage and/or performance change or upgrade that is expected to impact the Network coverage, capacity and/or performance of other Members, the Board may require such existing Member(s) to pay a Special Assessment to cover the cost of an Impact Assessment. The Technical Working Group will provide an analysis and recommendation regarding the existing Member's request for a capacity, coverage and/or performance upgrade and forward the information to the Executive Committee for review and recommendation to the Board for final approval.

3.3.6. Grants

The Administrative Manager may proceed to obtain grant funding on behalf of the RWC with approval of the Board. Any matching funds required by a grant towards a Network wide project will be assessed to the Members based on an appropriate allocation method determined by the Board.

3.4. RWC Capital Equity

RWC Capital Equity and each Member's Equity will be recalculated when: (1) A Member contributes assets to the RWC; or (2) an enhancement, expansion or replacement is completed by the RWC.

At Fiscal Year-end after each Member's payments into the Capital Project Fund(s) are applied, actual expenditures are allocated against each Member's account, and interest is applied to each Member's cash balance.

If a Member brings assets to the RWC and the Board accepts the assets on behalf of the RWC, the Member's Equity will increase based on the value of the assets at the time of transfer to the RWC, as agreed upon by the contributing Member and the Administrative Managing Member. Assets that are individually owned, as permitted in Section 4 of this Agreement, will not be counted as part of the RWC Net Position, and the Member(s) owning those assets shall not receive credit towards equity in the Network until those assets become part of the RWC as described in Section 4.3 of this Agreement.

3.5. Annual Audit

RWC financial records will be independently audited annually. The Board will determine the scope of work for the independent annual financial audit.

4. RWC ASSETS, MAINTENANCE, AND OWNERSHIP

4.1. Member's Retention of Assets.

4.1.1. Real Property

Each Member shall retain (as Member Retained Property) any and all right, title and interest in the Member Real Property that the Member authorizes or allows the RWC to use as part of the Network unless such Member Real Property is transferred to the RWC as provided in Section 4.3 below, which real property after such transfer shall become RWC Capital Equity and shall be credited to the Member's Equity. Such Member Retained (Real) Property may

be disposed of by the Member only if such disposal does not adversely affect the Network, and provided such disposal is approved by the Board as set forth in Section 4.4 below. The RWC may replace any Member Real Property that was used by, but not transferred to, the RWC, upon Board approval and notice to the contributing Member, and such Member Real Property shall no longer be encumbered by this Agreement.

4.1.2. Personal Property

Each Member will retain any and all right, title and interest in its Member Personal Property that is used by the RWC in connection with the Network, where desired by such Member. Such Member Retained (Personal) Property may be disposed of by the Member only if such disposal does not adversely affect the Network, and provided such disposal is approved by the Board as set forth in Section 4.4 below. The RWC may replace personal property that was solely owned by a Member and used by the RWC, but not transferred to the RWC, upon Board approval and notice to the contributing Member, and such Member Personal Property shall no longer be encumbered by this Agreement.

4.2. RWC's Maintenance of Member Real Property and Member Personal Property

The Member and the RWC must enter into an agreement regarding the conditions concerning the Network's use and maintenance of the Member's Real Property and Member Personal Property. Otherwise, each Member is responsible for the cost of maintaining its Member Real Property (including fixtures thereto) and Member Personal Property that are made part of the Network, to the extent necessary to maintain the operational integrity and capacity necessary to operate the Network. Each Member agrees that it will make all reasonable arrangements necessary to allow the Administrative Manager, Network Administrator, or Network Manager reasonable access to that Member's Real Property and Member Personal Property that are part of the Network for the purposes of inspecting, operating, and maintaining the Network. Unless otherwise provided by agreement, prior to exercising the right of inspection provided by this section, the Administrative Manager, Network Administrator, or Network Manager must give the Member whose property is to be inspected reasonable notice under the circumstances then existing.

4.3. RWC Acquired Real and Personal Property

All real and personal property purchased by and on behalf of the RWC will be included in the RWC Capital Equity. The Board must approve any transfer of real or personal property by a Member to the RWC. Any real or personal property purchased by or on behalf of the RWC shall be considered RWC Assets and shall be held for the benefit of the Members. The future maintenance, upgrade, replacement or incurred expenses of any transferred real or personal property become the sole responsibility of the RWC. Each Member's equitable ownership interest in the RWC Assets will be proportionate to the amount of its Member's Equity. The Members agree that any real or personal property jointly purchased for the RWC's benefit or transferred to the RWC by a Member will be titled and held in the name of the Administrative Manager, even though all financially contributing Members to the purchase of such property shall actually own a percentage share in such real or personal property, as set forth above.

4.4. Sale or Removal of Real and Personal Property Owned by or Used by the RWC in Connection with the Network

Unless delegated by the Board to the Administrative Manager, the Board will determine whether to approve the sale or disposal of any RWC owned Network real or personal property. In the event of a sale, the Members shall share in the proceeds, considerations or benefits, if any, from the sale in proportion to Members' Equity at the time of sale. If the Board elects to dispose of RWC Assets that formerly were Member Real Property or Member Personal Property,

such disposal shall not occur until the contributing Member is given a reasonable opportunity to pay the fair market value, or make other Board-approved arrangement, to re-acquire the property.

4.5. Liens on Real or Personal Property Used in connection with the Network

If any obligations of a Member issued to finance any real or personal property made a part of the Network are secured by any right, title, interest or lien in or upon such property (a "Finance Lien"), the rights of the RWC and the Members in and to such property, including the rights to use such property as part of the Network, will at all times be subordinate and subject to such Finance Lien and the rights of the holder or holders of such Finance Lien. If such financing was obtained after the RWC was given the right to use the Member's Real Property or Member Personal Property, then the terms and conditions of such financing shall provide RWC the reasonable opportunity to cure any default or non-appropriation to allow the RWC and its Members continued Network use of such Member Real Property or Member Personal Property.

4.6. Actions Must Preserve Tax Exempt Status of Obligations.

Neither the RWC nor any Member will take or fail to take any action with respect to the use and operation of the Network that would adversely affect the tax-exempt or tax-advantaged status of any obligations issued by any Member to finance any real or personal property that is part of the Network. Without limiting the foregoing, neither the RWC nor any Member will permit any private business use of the Network where such private business use would cause any Member's obligations to lose tax exempt or tax advantaged status under the Internal Revenue Code, as amended.

5. INSURANCE

5.1. Real Property

Each Member is responsible to insure at appropriate and sufficient coverage levels its Member's Real Property, including fixtures thereto. Each Member that has licensed real property, including fixtures thereto, to be used in connection with the RWC Network is responsible to insure such property according to the terms of the license agreement and at appropriate and sufficient coverage levels.

The Administrative Manager is responsible to insure real property cooperatively purchased or licensed for the benefit of the RWC as directed and at coverage levels approved by the Board. The Administrative Manager also is responsible for insuring, as directed and at coverage levels approved by the Board, all real property used in connection with the Network and that a Member has transferred ownership of to the RWC under this Agreement. Neither the Board nor the Administrative Manager shall be responsible for a loss involving Member Real Property.

5.2. Personal Property

Each Member is responsible to insure at appropriate and sufficient coverage levels its Member Personal Property titled in its own name. Each Member that has leased or licensed personal property to be used in connection with the RWC Network is responsible to insure the leased or licensed personal property according to the terms of the lease or license and at appropriate and sufficient coverage levels.

The Administrative Manager is responsible to insure personal property cooperatively purchased or leased for the benefit of the RWC as directed and at coverage levels approved by the Board. The Administrative Manager is

responsible for insuring, as directed and at coverage levels approved by the Board, all personal property used in connection with the Network and that a Member has transferred ownership to the RWC under this Agreement. Notwithstanding the foregoing, however, any and all personal property that is purchased or owned exclusively by a Member and brought into the Network by that Member must be insured by such Member at appropriate and sufficient coverage levels. Neither the Board nor the Administrative Manager shall be responsible for a loss involving Member Personal Property.

5.3. Liability Insurance; Indemnification

Each Party understands and acknowledges that any Claim may be filed for damages resulting from acts or omissions in connection with planning, designing, constructing, operating, maintaining, and financing the Network or that other unforeseen costs and expenses may be incurred in connection with the planning, designing, constructing, operating, maintaining and financing the Network. The Parties agree that except to the extent this Agreement provides otherwise, a Claim will be shared by the Parties in proportion to each Party's share of the total number of Subscriber Units at the time the Claim is first served on the RWC or any Party. Each Party must promptly notify the Board and the Administrative Manager upon receipt of any Claim relating to the Network. The Administrative Manager will take the lead role on behalf of the RWC in coordinating the investigation and defense of any Claim made in connection with planning, designing, constructing, operating, maintaining or financing the Network; provided, however, that the Members must reimburse the Administrative Manager for all damages, costs and expenses of whatever kind (including but not limited to attorneys' fees and litigation expenses) incurred by the Administrative Manager as a result of such obligation. Nothing in this section will preclude any Party, at its expense, from providing its own legal counsel in connection with any Claim made in connection with planning, designing, constructing, operating, maintaining or financing the Network. Each Member is responsible to insure its liability relating to its RWC membership or liability that is not assumed by the RWC under this Agreement. With regard to any Claim arising out of or relating to the ownership or maintenance of Member Retained Property, such Member (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Members (as "Indemnitees") for, from, and against any Claim, but only to the extent that such Claim results in vicarious/derivative liability to the Indemnitees and are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The RWC, Board, Executive Director, Administrative Manager, Network Administrator, Network Manager, and Encryption Manager will not be liable for any Claim arising out of, based upon or attributable to any other Member's failure or omission in effecting or maintaining adequate insurance on its Member Retained Property.

The Board will authorize appropriate RWC insurance coverage to protect RWC from risks and potential liability under this Agreement and in connection with planning, designing, constructing, operating, maintaining or financing the Network. The Board will direct the Administrative Manager to obtain such insurance on behalf of the RWC. In deciding what insurance coverage and indemnities are appropriate, the Board may elect to self-insure for all or a portion of the risks.

5.4. Insurance Programs

The RWC, Board, individual Members and the Administrative Manager may use any combination of insurance, excess insurance or self-insurance to satisfy the terms of Section 5.

6. OPERATIONAL CONTROL AND DUTIES (PROGRAMMING AND CAPABILITIES)

6.1. Network Systems

The Network Administrator will program, maintain, and manage all Network systems in a manner consistent with maximizing the operational performance and minimizing the loss or corruption of data. The Network Administrator is responsible for RWC Network systems' programming, maintenance, backup and archiving.

6.2. Policies and Procedures

Unless otherwise specified by the Board, the Executive Director will develop and maintain the RWC Policies and Procedures in coordination with the Executive Committee. At a minimum, the Executive Director must review all RWC Policies and Procedures every two years. Revisions to the RWC Policies and Procedures must be approved by the Board. The Executive Director may consider specific revisions at any time upon request by any Representative or Alternate Representative, and may set such requests as a future agenda item for consideration and approval by the Board.

7. SERVICES

7.1. Network Use, Programming and Reprogramming, Encryption

When using the Network each Member, Associate, Interoperability Participant, and Conditional Participant will abide by all policies, procedures and guidelines established by the RWC and the terms and conditions of all applicable agreements including, without limitation, this Agreement.

7.2. Interoperability

The RWC will support interoperability among all Members, Associates, Conditional and Interoperability Participants. The RWC will follow the National Incident Management System (NIMS) protocols for interoperable communications.

7.3. Training

Each Member, Associate, Conditional and Interoperability Participant must ensure that its users are properly trained on the Network capabilities, policies and procedures.

7.4. Requests for Service

7.4.1. Routine Service

The Technical Working Group, subject to Board approval, will establish policies and procedures relating to Network Services.

7.4.2. Expanded Service

Members requiring or desiring expanded Network Services that may impact the Network must submit these requests in writing to the Executive Director. Examples of such expanded services include, without limitation, requests to: (1) add sites to the Network; (2) to increase system performance or coverage; or (3) to implement a Network upgrade in order to receive a new feature. Criteria for expanded services will be evaluated by the process set forth in 2.1.5.1. Such services shall be approved, if at all, by the Board.

7.4.3. Emergency Service

The policies and procedures for Network Services must address emergency situations, tactical response to such emergencies, and the decision making authority for such emergencies. The policies and procedures must include

notification requirements. Notwithstanding anything to the contrary in this Section 7.4.3, the Executive Director at all times has the authority to provide access to the Network in emergency situations.

7.4.4. Network Resources

Unless otherwise directed by the Board, the Network Administrator in coordination with the Technical Working Group establishes and approves all Network Resource Plans. These plans are used to develop the radio programming files.

7.4.4.1. Network Resource Priorities

Unless otherwise directed by the Board, the User Working Groups must establish priority levels for the individual Network Resource Priorities. In general, Network Resource Priorities are assigned highest to lowest as follows: (1) emergency calls; (2) Public Safety calls; and (3) General Government Service Entities' calls.

8. MAINTENANCE

8.1. Subscriber Unit Maintenance and Repair Responsibility

Each Member, Associate, Interoperability Participant, and Conditional Participant is solely responsible for the maintenance and repair of its Subscriber Units.

9. GENERAL PROVISIONS

9.1. Limitations

No RWC Board Member will be liable to the RWC for monetary damages for any action taken or any failure to take action as a Board Member. To the extent permitted by Applicable Law, the RWC will indemnify any director, officer, Executive Director, Administrative Manager, Network Administrator, Network Manager, Encryption Manager, Encryption Service Operator, Member, Representative, or Alternate Representative (each an "Indemnified Party", and collectively the "Indemnified Parties") from any liability or expense sought or imposed because such person is made party to a proceeding because he/she is a director, officer, Executive Director, Administrative Manager, Member, Representative, or Alternate Representative of the RWC. No Indemnified Party will be personally liable to the RWC or its Members for monetary damages for breach of fiduciary duty as a director, officer, Executive Director, Administrative Manager, Representative, or Alternate Representative. The limitation of liability provided herein will continue after the Indemnified Party has ceased to occupy such position as to acts or omissions occurring during such director's term or terms of office, and no amendment or repeal of this Section 9.1 will apply to or have any effect on the liability or alleged liability of any Indemnified Party for or with respect to any acts or omissions of such Indemnified Party occurring prior to such amendment or repeal. Notwithstanding the foregoing, the provisions of this Section 9.1 are expressly subject to, and shall not be interpreted in a manner that would conflict with or cause violation of, Applicable Law.

9.2. Dissolution

If the Board determines that it is not feasible or desirable to continue the RWC activities, then, after complying with applicable federal or state dissolution procedures, assets of the RWC will be returned to the Members in proportion to their RWC Capital Equity.

9.3. Conflict Resolution

9.3.1. Mediation

If a complaint, dispute or controversy (hereinafter complaint) arises between any of the Parties to this Agreement, it is hereby agreed that the complaint will be brought to the Board for non-binding conflict resolution. The Board will have the authority to establish appropriate and reasonably prompt procedures to govern the processing of all complaints and an internal conflict resolution process.

The Parties agree that, at any point in the conflict resolution process, the Board may adopt and impose an interim emergency remedy to ensure the continuation of essential communication services until the matter is resolved.

9.3.2. Injunctive Relief

Nothing in this Agreement will prohibit any Party from seeking injunctive relief for the preservation of property. In the event any of the conflict resolution procedures are ruled unlawful or made unlawful by statute, the other terms of this Agreement are declared separate and severable and will remain in full force and effect.

9.3.3. Arbitration

In the event a dispute is not resolved pursuant to Section 9.3.1 of this Agreement, the Parties agree to use arbitration if arbitration is required by A.R.S. § 12-133 or A.R.S. § 12-1518.

9.3.4. Cooperation

9.3.4.1. Generally

The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement. Each of the Parties will fully cooperate with and assist one another in obtaining all licenses, permits, authorizations, approvals, and consents required in the performance of this Agreement. Nothing in this Agreement will be construed or interpreted to require the RWC to be responsible for dispatching or otherwise causing its Members to respond to an event within another Member's jurisdiction.

9.3.4.2. Specific Performance

RWC may elect and will have the right to seek specific performance by any Party of any or all of the obligations set forth in this Agreement. The Parties agree that RWC may seek specific performance by way of special action filed in superior court seeking an injunction ordering the Party to perform its obligations under this Agreement. The Parties agree not to raise as a defense the position that there is an "adequate remedy at law." If RWC seeks specific performance, the Parties hereby stipulate and consent to the jurisdiction of the superior court in any such special action.

9.4. Termination or Withdrawal

Subject to Section 3.3.1 above, any Member may voluntarily terminate its participation in the RWC (i) by providing twenty-four (24) months written notice to the Board or (ii) by providing prompt notice in the event the Member's governing body fails to appropriate sufficient funds for the Member to continue its RWC membership; in either case provided that the terminating Member: (a) relinquishes all Network equipment purchased or partially purchased by the RWC; (b) transfers or relinquishes any unexpended RWC accounts which have been collected for the replacement

or expansion of equipment or infrastructure; (c) pays all fees and charges owed to the RWC up to and through the effective date of termination; (d) agrees to pay for all costs to effect the withdrawal of the Member, including costs to reconfigure the Network for the remaining Members, and (e) agrees to such additional or alternative terms and conditions as may be unanimously established by all Parties, including the terminating Member.

9.5. Amendments to the Agreement

Any Member may propose an amendment or an addendum to this Agreement to the Executive Director. The Executive Director will make a recommendation to the Board. The Board must vote on any amendments or addendums brought to it by the Executive Director. This Agreement may be recommended for amendment to the Parties' respective governing bodies only by a written document approved and executed after a Super-Majority vote of the Members. Upon a Super-Majority vote of the Members, each Member will take appropriate steps in conformity with state and local law to authorize and approve the proposed amendment or addendum. Each Member must file a copy of the appropriate resolution, ordinance or other recorded action by which its legislative or governing body approved the amendment with the Executive Director of the RWC. No such amendment shall be effective until approved by the governing bodies of the Parties to this Agreement.

9.6. Entire Agreement

This Agreement, together with the IGA, contains the entire agreement and understanding among the Parties concerning the subject hereof and supersedes and replaces all prior negotiations, agreements and proposed agreements, written or oral, relating thereto. Each of the Parties hereto acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained herein concerning the subject matter hereof, to induce it to execute this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not contained herein.

9.7. Existing and Future Agreements.

9.7.1. Incorporation in Future Agreements

The Parties agree that the provisions of this Agreement will be incorporated in any future subcontracts between the RWC, the Parties and any other person, political subdivision or public agency that contracts with RWC or any Party to make use of the Network.

9.7.2. No Subcontracts for Network Use without Board Approval

The Parties agree that they will not enter into subcontracts for the use of the Network without the prior approval of the Board, which will have the authority to review the subcontracts for conformity with the rights and obligations set forth in this Agreement.

9.7.3. Modification of Existing Network Contracts between any of the Parties

The Parties agree that this Agreement is a modification of all existing governance agreements between the Parties in regard to the Network. In the event of any conflict, inconsistency, or incongruity between the provisions of this Agreement and any of the provisions of any previous agreement between the Parties, the provisions of this Agreement shall in all respects govern and control.

9.7.4. Interpretation

Nothing in this Agreement shall be construed or interpreted:

9.7.4.1.1. To supersede any non-network-related contracts such as existing mutual aid agreements or radio support agreements between or among the Parties.

9.7.4.1.2. To prohibit a Party from entering into separate agreements after the Effective Date of this Agreement concerning Member Real Property and Member Personal Property that the Party authorizes and allows the RWC to use as part of the Network, provided the separate agreements are consistent with this Agreement and compatible with the RWC's use of the property for the Network.

9.7.4.1.3. To supersede prior existing agreements concerning a Member Real Property or Member Personal Property that the Party authorizes and allows the RWC to use as part of the Network.

9.7.5. No Third Party Beneficiary

This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established under this Agreement.

9.8. Records; Confidentiality

9.8.1. RWC Records

The RWC will make its financial records regarding the planning, designing, constructing, operating, maintaining and financing the Network available to any Party to this Agreement. Such request for inspection must not be made more frequently than once a month.

9.8.2. Party's Network Records

Each Party to this Agreement agrees to make available to the RWC its financial records related to planning, designing, constructing, operating, maintaining, and financing the Network. Such request for inspection may not be made more frequently than once a month.

9.8.3. Confidentiality of Network Information

To the extent permitted by Applicable Law, the Parties must treat Network information as proprietary and confidential. Network information includes, but is not limited to, technical data, engineering details, construction documents, equipment lists, programming configurations, and operational procedures. Any Party who receives a request for information or a public records request concerning Network information must promptly forward the request to the Executive Director for review and response, who shall have a reasonable amount of time to consider whether to object to or seek to enjoin disclosure of the requested information or any portion of it before the Party who received the request may disclose it. Notwithstanding the foregoing, nothing in this subsection shall prohibit any Member from producing non-confidential or non-proprietary documents or information pursuant to a public records request.

9.9. Notices

9.9.1. Notice Form and Service

Any notice, consent or other communications ("Notice") required or permitted under this Agreement must be in writing and either delivered in person, or, deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed with confirmed receipt to the addresses of each Member that are on file with the Executive Director.

9.9.2. Effective Service Date

If mailed as provided in Section 9.9.1 of this Agreement, notice will be deemed received five (5) days after the Notice is deposited in the U.S. mail as provided above. If delivered as provided in Section 9.9.1 of this Agreement, a notice will be deemed received at the time it is personally served, or on the day received as confirmed by any commercial air courier or express services. Any time period stated in a Notice shall be computed from the time the Notice is deemed received.

9.9.3. Change in Address

A Party may change its mailing address or the person to receive Notice by notifying the Executive Director and the other Parties as provided in Section 9.9.1.

9.10. Performance and Uncontrollable Events

9.10.1. Performance of Party Obligation

Unless provided otherwise in this Agreement, all terms and conditions that are to be performed by the Parties or any of the Parties will be performed at the sole expense of the Party so obligated, and if the RWC (or any other Party) pays any sum of money or does any act that requires the payment of money by reason of the failure, neglect or refusal of the obligated Party to perform such term or condition, the sum of money paid by the RWC (or the other Party) shall upon notice as required by Section 9.9.1 be payable to the RWC (or other Party) by the Party obligated to perform.

9.10.2. Uncontrollable Event

No Party will be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected; including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, action or non-action by (or failure to obtain the necessary authorizations or approvals from) any governmental agency or authority or the electorate, labor or material shortage, sabotage, and restraint by court order or public authority; that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event will exercise due diligence to remove such inability with all reasonable dispatch. Unavailability of funds shall not be deemed an uncontrollable event.

9.10.3. Burden of Proof regarding Uncontrollable Event

If any Party claims that its failure to perform was due to an uncontrollable event, the Party will bear the burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by any Party to this Agreement.

9.11. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore shall be instituted only in the courts of Maricopa County, Arizona.

9.12. Headings

Article and section headings are inserted herein solely for convenience and the same will not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

9.13. Assignment and Binding Effect

This Agreement will be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that nothing herein will relieve any Party of any obligation under this Agreement, except upon the express written consent of the RWC.



**Guadalupe Mercado Patio
Public Special Event
Application & Rental Agreement**

This application and rental agreement is to be used for events that are open to the public.

APPLICANT INFORMATION

Applicant / Responsible Party Name: _____ Application Date: _____

Contact Phone Number: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Business/Organization Name: _____ Tax ID #: _____ Town Sales Tax ID #: _____

Non-Profit: _____ 501(c)(3)#: _____

EVENT INFORMATION

Name of Event: _____ Anticipated # of Participants: _____

Event Date(s): _____ Event Hours: _____

Set-up Date and Hours: _____ Take Down Date and Hours: _____

Event Site Map: submit a site map including location of equipment, features and activities with this application

Type of Event: _____

Description of Event:

Event Social Media addresses: _____

EVENT PROMOTION

Will there be an admission charge? Yes No

If yes, list all price categories: _____

Is any other promoter/producer assisting you with your event? Yes No

Name of Promoter / Production Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Marketing Materials (Please attach): _____

EVENT ENTERTAINMENT AND VENDORS

Will there be entertainment? Yes No

If yes, please attach a complete list of entertainment. _____

Will merchandise and/or food items be sold? Yes No

Total Number of vendors: _____ # of Food/ Beverage Vendors: _____ # of Merchandise Vendors: _____

If yes, please attach a complete list of all participating vendors, one week prior to event.
Include Vendor Business Name, Tax ID #, Sales Tax ID #, and County Food Handlers License #

EVENT EQUIPMENT

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies: Yes No Number of Tents/ Canopies: _____ Sizes: _____

Temporary Fencing: Yes No Provide accurate dimensions of fenced area on site plan.

Port-O-Potties Yes No Number of: _____

Electrical Services/Generators Yes No Generators must be separated from tents by a minimum of 20'.

Stages: Yes No Number of _____ Dimensions: _____

Signs / Banners Yes No Number of Signs/Banners: _____

EVENT FEATURES

Inflatables: Yes No Company Name and Contact: _____

Number of Inflatables: _____ Type: _____

Number of Staff: _____ Shifts: _____ / _____ / _____

Carnival/Amusement Rides: Yes No Company Name and Contact: _____

Number of Rides: _____ Type of Rides: _____

Number of Staff: _____ Shifts: _____ / _____ / _____

Animal Exhibits: Yes No Company Name and Contact: _____

Number of Animals: _____ Type of Animals: _____

Number of Wranglers: _____ Shifts: _____ / _____ / _____

EVENT SECURITY

Two Maricopa County Deputy Sheriffs are required for any public event, as a minimum, for the duration of the event.

Two additional deputies are required per 100 attendees and at the discretion of the Town.

Will the event include security, in addition to MCSO Sheriff? Yes No

Security Service: _____ Security Contact Name: _____ Contact Phone: _____

Attach Security Service Contract: _____ # of security personnel: _____ Shifts: _____/_____/_____

Describe security staff duties and locations: _____

EVENT ALCOHOL

Will alcohol be served? _____ Sold? _____ Given Away? _____ Included with Admission Fee? _____

If you answered Yes to any of the above, a Town Council recommendation and an Arizona Department of Liquor Special Event State Liquor License is REQUIRED.

1. Attach a copy of the State of Arizona Liquor License application. A State Liquor License will require payment to the Arizona Department of Liquor.
2. Special Event Application requesting a Special Event State Liquor License requires application **60 days prior** to the event and the \$50.00 application processing fee

Scheduled Town Council Public Meeting Hearing Date: _____*

*** Application processing fee is required prior to scheduling the application for a Town Council Meeting.**

ACKNOWLEDGEMENT and SIGNATURE

I certify that the information set forth within this application is complete, true, and correct, to the best of my knowledge and belief, and that I will comply with the information set forth within this application. Acceptance of the application should in no way be construed as final approval or confirmation of the request. The Town of Guadalupe reserves the right to deny the application and it is revocable if deemed in the best interest of the Town of Guadalupe.

Responsible Party Name: _____ **Signature:** _____ **Date:** _____

Guadalupe Mercado Patio Rental Fee Schedule

Fees to be submitted with Special Event Application

1. Application Fees:

Application Processing Fee.....	\$50.00
Security Deposit (refundable with conditions)	\$150.00
Late Fee (if submitted within 30 days of event – no alcohol).....	\$100.00
Town Alcohol Use Permit (does not include State of Arizona fee).	\$25.00
Event Liability Insurance	\$150.00

SUBTOTAL: Administrative fee:

2. Hourly Patio Rental Fees (two hour minimum):

	Hourly Rate:			
Day of Week:	Resident	Non-Resident	Non-Profit	Commercial
Weekday: M,T,W,Th	\$65.00	\$90.00	\$65.00	\$115.00
Weekend: F, Sat, Sun	\$75.00	\$100.00	\$75.00	\$125.00

SUBTOTAL: Hourly Rental Rate: \$ _____ x _____ # of hours = \$ _____

3. Public Safety Fees:

MCSO Deputy Sheriff: # of Deputies: _____ per hour x # of total event hours: _____ = # of deputy/hours: _____

SUBTOTAL: MCSO Deputy Sheriff Fee: \$50.00 / hour x _____ #deputy/hours = \$ _____

4. Miscellaneous Town Equipment Rental fees:

Mobile Stage\$200 per day
 Generator\$100 per day
 Trash Trailer.....\$50 per day – required for 100+ attendees.

SUBTOTAL: Equipment fees \$ _____

TOTAL PATIO RENTAL USE FEES:	amount	paid/receipt #:
1. Application fee:	\$ _____	#: _____
2. Hourly Patio Rental fee:	\$ _____	#: _____
3. Public Safety fee:	\$ _____	#: _____
4. Equipment fee:	\$ _____	#: _____
TOTAL: \$	_____	#: _____

Payment and Cancellations:

Applicant must pay all applicable fees in full for the use of the Mercado Patio, as identified in this application, one month prior to the date of the event.

Event cancellation fees: \$150 Security deposit refund: Greater than 6 months – full refund; 6 months to 30 days – 50% refund; less than 30 days – NO refund of \$150 deposit.

Guadalupe Mercado Patio - Public Special Event Rental Agreement

This rental agreement is to be used for events that are open to the public.

TERMS AND CONDITIONS

For the use of the Mercado Patio, the undersigned agrees to the following terms, conditions and fees. Please sign at the bottom of the page to indicate your agreement.

1. Enjoy and responsibly use of the Mercado Patio.
2. Be on site and the responsible party during the entirety of the event.
3. Be responsible for cleaning the patio after the event and provide a **refundable \$150.00 security deposit** to guarantee clean up. The security deposit will be refunded within 14 days after the event if all of the terms and conditions have been met. Clean up includes removing garbage from the patio, parking lot, and adjacent grounds of the Mercado.
4. Be responsible for the replacement cost of any missing and/or damaged fixtures and furnishings. Replacement and repair costs are to be determined.
5. End event no later than 12:00 a.m. and vacate premises no later than 1:00 a.m.
6. Maintain reasonable volumes of music and sound.
7. Ensure access to businesses within the Mercado.
8. Comply with event set up and tear down hours.
9. Ensure all event security, event staff and MCSO Deputies are on duty.
10. Responsibly enjoy alcoholic beverages and ensure all State of Arizona liquor license controls are in place.
11. Glass bottles are permitted behind the bar only. No individual glass bottles are allowed. Individual drinks must be served in plastic ware.
12. Any person under 21 years of age is not permitted to consume alcohol.
13. All alcohol must be consumed within the confines of the Mercado patio.
14. Alcoholic beverages are not permitted in parking lots and/or adjacent public property.
15. Vehicles are not permitted on the Mercado patio.
16. Pay all applicable fees in full (two hour minimum) for the use of the Mercado Patio as identified in this application, one month prior to the date of the event.
17. Accept event cancellation fees:
 - a. Cancellation notice more than 6 months – full refund of \$150
 - b. Cancellation notice from 6 months to 30 days – 50% refund of \$150
 - c. Cancellation notice of less than 30 days – NO REFUND
18. The following items are prohibited:
 - a. Illegal substances
 - b. Glass bottles for individual use
 - c. Fireworks/explosives
 - d. Weapons, firearms, knives, bats, etc.

Responsible Party Signature: _____

Date: _____



**Guadalupe Mercado Patio
9201 S. Avenida del Yaqui
Public Special Event
Rental Agreement Approval**

HOLD HARMLESS, ACKNOWLEDMENT and SIGNATURE

I shall, through signing of this Rental Agreement, indemnify, hold harmless and defend the Town of Guadalupe and its agents and employees from all suits and actions, including reasonable attorney’s fees and all costs of litigations and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason by any action of any kind and nature resulting from personal injury to any person, including employees of the Applicant or of any subcontractor employed by the Applicant or damages to any property arising or alleged to have arisen out of the negligent performance of the Applicant for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents or employees.

I, the undersigned, do hereby agree that all information contained in this application and agreement is complete, true and correct and agree to terms, conditions, and fees hereby set forth and shall comply with: the Town of Guadalupe Code of Ordinances; all other applicable federal, state, and local laws, ordinances, rules, regulations, policies and procedures, including, but not limited to, all rules, regulations, policies and procedures related to the authorization and regulation of Special Events.

Responsible Party Signature: _____ **Date:** _____

PUBLIC EVENT RENTAL AGREEMENT - TOWN AUTHORIZATION/APPROVAL:

Upon Town of Guadalupe authorization and approval of the event, the Town of Guadalupe reserves the right to cancel the event if deemed in the best interest of the Town of Guadalupe.

Town Authorization/Approval: _____ Title: _____ Date: _____

PUBLIC EVENT RENTAL AGREEMENT – VALID FOR:

DATE: _____ **TIME:** _____



Guadalupe Mercado Patio Private Event Application & Rental Agreement

This application and rental agreement is to be used for private events, closed to the public.

APPLICANT INFORMATION

Applicant / Responsible Party Name: _____ Application Date: _____

Contact Phone Number: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

EVENT INFORMATION

Purpose of Event: _____ Event Date: _____

Anticipated # of Attendees: _____ Event Hours: : _____

Set-up:Hours: _____ Take Down Hours: _____

Brief description of Event: _____

EVENT ENTERTAINMENT AND VENDORS

Will there be entertainment? Yes No

If yes, please attach a complete list of entertainment: _____

Will merchandise and/or food items be sold? Yes No

Total Number of vendors: _____ # of Food/ Beverage Vendors: _____ # of Merchandise Vendors: _____

If yes, please attach a complete list of all participating vendors, one week prior to event. Include Vendor Business Name, Tax ID #, Sales Tax ID #, and Maricopa County Food Handlers Card #

EVENT EQUIPMENT

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies: Yes No Number of Tents/Canopies: _____ Sizes: _____

Temporary Fencing: Yes No Provide accurate dimensions of fenced area on site plan.

Porta-Potty Yes No Number of: _____

Electrical Services/Generators Yes No Generators must be separated from tents by a minimum of 20'.

Stages: Yes No Number of _____ Dimensions: _____

Signs/Banners Yes No Number of Signs/Banners: _____

EVENT SECURITY

Two Maricopa County Deputy Sheriffs are required for private events, as a minimum, for the duration of the event.

Two additional deputies may be required per 100 additional attendees and at the discretion of the Town.

Will the event include security in addition to MCSO Sheriff? Yes No

Security Service: _____ Security Contact Name: _____

Contact Phone#: _____ Attach Security Service Contract: _____

If so, how many? _____ Shifts: _____ / _____ / _____

Describe security staff duties and locations: _____

EVENT ALCOHOL

If alcohol will be served, an approved Mercado Private Event Alcohol Use Permit is required.

If you plan to serve alcoholic beverages, you must obtain and agree to terms of the Alcohol Use Permit, in accordance with Town of Guadalupe Ordinance No. 2018.01. You must agree to hire off duty deputies to supervise your event. The applicant on the permit is named as the responsible party and must be present at the event the entire time alcohol is present.

(Ord. No. 2018.01, adopted 7-12-2018, eff. 8-12-2018)

MERCADO PRIVATE EVENT ALCOHOL USE PERMIT

An approved Town of Guadalupe Alcohol Use Permit is required to serve alcohol at an event.

To serve beer at your event, you must obtain and agree to this Alcohol Use Permit and agree to hire off-duty MCSO deputies. The applicant on the permit shall be the responsible party and must be present at the event during the entire time alcohol is present.

1. Permit holder must retain permit and make it available upon request.
2. Permit is non-transferable and non-refundable.
3. Permit is valid for the date listed below, restricted to the Mercado Patio location, and number of attendees as indicated in the application and rental agreement.
4. Permit holder only is allowed to bring beer into Mercado Patio.
5. The consumption and or possession of any spirituous liquor in the Mercado is prohibited.
6. Inappropriate behavior or excessive noise will not be permitted.
7. The sale of alcoholic beverages is strictly prohibited unless a State of Arizona special license and insurance are obtained.
8. Permit holder will be responsible for ensuring ALL MEMBERS of his/her party are of legal age to drink alcoholic beverages, according to Arizona State Law.
9. Glass bottles are permitted behind the bar only. No individual glass bottles are allowed. Individual drinks must be served in plastic ware.
10. Any person under 21 years of age is not permitted to consume alcohol.
11. All alcohol must be consumed on the Mercado patio.
12. Alcoholic beverages are not permitted in parking lots and / or adjacent public property.
13. Vehicles must remain in parking lots and in designated parking areas.

PRIVATE EVENT ALCOHOL USE PERMIT – RESPONSIBLE PARTY ACCPETANCE:

As the responsible party, I certify that the information set forth within this application is complete, true and correct to the best of my knowledge and belief, and that I will comply with alcohol use permit terms and conditions.

Responsible Party Name: _____ **Signature:** _____ **Date:** _____

PRIVATE EVENT ALCOHOL USE PERMIT - TOWN AUTHORIZATION and APPROVAL:

Upon Town of Guadalupe authorization and approval of the alcohol permit, the Town of Guadalupe reserves the right to revoke the permit if deemed in the best interest of the Town of Guadalupe.

Town Authorization /Approval: _____ **Title:** _____ **Date:** _____

ALCOHOL USE PERMIT – VALID FOR: _____

Guadalupe Mercado Patio Rental Fee Schedule

Fees to be submitted with Special Event Application

1. Application Fees:

Application Processing Fee.....	\$50.00
Security Deposit (refundable with conditions)	\$150.00
Late Fee (if submitted within 30 days of event – no alcohol).....	\$100.00
Town Alcohol Use Permit.....	\$25.00
Event Liability Insurance	\$150.00

SUBTOTAL: Administrative fee:

2. Hourly Patio Rental Fees (two hour minimum):

	Hourly Rate:			
Day of Week:	Resident	Non-Resident	Non-Profit	Commercial
Weekday: M, T, W, Th	\$65.00	\$90.00	\$65.00	\$115.00
Weekend: F, Sat, Sun	\$75.00	\$100.00	\$75.00	\$125.00

SUBTOTAL: Hourly Rental Rate: \$ _____ x _____ # of hours = \$ _____

3. Public Safety Fees:

MCSO Deputy Sheriff: # of Deputies: _____ per hour x # of total event hours: _____ = # of deputy/hours: _____

SUBTOTAL: MCSO Deputy Sheriff Fee: \$50.00 / hour x _____ #deputy/hours = \$ _____

4. Miscellaneous Town Equipment Rental fees:

Mobile Stage\$200 per day
 Generator\$100 per day
 Trash Trailer.....\$50 per day – required for 100+ attendees.

SUBTOTAL: Equipment fees \$ _____

TOTAL PATIO RENTAL USE FEES:	amount	paid/receipt #:
1. Application fee:	\$ _____	#: _____
2. Hourly Patio Rental fee:	\$ _____	#: _____
3. Public Safety fee:	\$ _____	#: _____
4. Equipment fee:	\$ _____	#: _____
TOTAL:	\$ _____	#: _____

Payment and Cancellations:

Applicant must pay all applicable fees in full for the use of the Mercado Patio, as identified in this application, one month prior to the date of the event.

Event cancellation fees: \$150 Security deposit refund: Greater than 6 months – full refund; 6 months to 30 days – 50% refund; less than 30 days – NO refund of \$150 deposit.

Guadalupe Mercado Patio – Private Event Rental Agreement

This rental agreement is to be used for private events, closed to the public.

TERMS AND CONDITIONS

For the use of the Mercado Patio, the undersigned agrees to the following terms, conditions and fees. Please sign at the bottom of the page to indicate your agreement.

1. Enjoy the use of the Mercado Patio with care and kindness.
2. Be on site and the responsible party during the entirety of the event.
3. Be responsible for cleaning the patio after the event and provide a **refundable \$150.00 security deposit** to guarantee clean up. The deposit will be refunded within 14 days after the event if all the terms and conditions have been met. Clean up includes removing garbage from the patio, parking lot, and adjacent grounds of the Mercado.
4. Be responsible for the replacement cost of any missing and/or damaged fixtures and furnishings. Replacement and repair costs are to be determined.
5. End event no later than 12:00 a.m. and vacate premises no later than 1:00 a.m.
6. Maintain neighborly and reasonable volumes of music and sound.
7. Assure access to businesses within the Mercado.
8. Comply with identified event set up and tear down hours.
9. Assure all event security, event staff and MCSO Deputies are on duty.
10. Comply with all terms and conditions set forth in the Alcohol Use Permit, if applicable.
11. Vehicles are not permitted on the Mercado patio.
12. Pay all applicable fees in full (two hour minimum) for the use of the Mercado Patio as identified in this application, one month prior to the date of the event.
13. Accept cancellation fees:
 - a. Cancellation notice more than 6 months – full refund of \$150
 - b. Cancellation notice from 6 months to 30 days – 50% refund of \$150
 - c. Cancellation notice of less than 30 days – NO refund
14. Understand that the following items are prohibited:
 - a. Illegal substances
 - b. Glass bottles and/of containers for individual use
 - c. Fireworks/explosives
 - d. Weapons, firearms, knives, bats, etc.

Responsible Party Signature: _____

Date: _____

**Guadalupe Mercado Patio Private Special Event
Rental Agreement Approval**



HOLD HARMLESS, ACKNOWLEDMENT and SIGNATURE

I/We, through signing of this Rental Agreement, indemnify, hold harmless and defend the Town of Guadalupe and its agents and employees from all suits and actions, including reasonable attorney’s fees and all costs of litigations and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason of any action of any kind and nature resulting from personal injury to any person, including employees of the Applicant or of any subcontractor employed by the Applicant or damages to any property arising or alleged to have arisen out of the negligent performance of the Applicant hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents or employees.

I, the undersigned, do hereby agree that all information contained in this application and agreement is complete, true and correct and agree to terms, conditions, fees hereby set forth and shall comply with: the Town of Guadalupe Code of Ordinances; all other applicable federal, state, and local laws, ordinances, rules, regulations, policies and procedures, including, but not limited to, all rules, regulations, policies and procedures related to the authorization and regulation of Special Events.

Responsible Party Signature: _____ **Date:** _____

PRIVATE EVENT RENTAL AGREEMENT - TOWN AUTHORIZATION and APPROVAL:

Upon Town of Guadalupe authorization and approval of the event, the Town of Guadalupe reserves the right to cancel the event if deemed in the best interest of the Town of Guadalupe.

Town Authorization / Approval _____ **Title:** _____ **Date:** _____

PRIVATE EVENT RENTAL AGREEMENT – VALID DATE:

DATE: _____ **TIME:** _____

ORDINANCE NO. O2018.01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, CONCERNING REGULATIONS FOR POSSESSION AND CONSUMPTION OF ALCOHOL AT THE TOWN PROPERTY KNOWN AS THE TIANGUIS/MERCADO; AND, IMPOSING PENALTIES.

WHEREAS, the Mayor and Council deem it necessary to adopt certain regulations to protect, enhance and promote the health, safety and welfare of the Town of Guadalupe and its residents, and

WHEREAS, the Mayor and Council desire to promote the enjoyment of the Tianguis / Mercado for public and private events and gatherings,

WHEREAS, to comply with State Statute 4-244.20 and establish rules for the consumption and possession of alcoholic beverages on Town property,

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

I. Alcohol Use Permit.

A. For the purposes of this section:

1. Beer means any beverage obtained by the alcoholic fermentation, infusion or decoction of barley malt, hops, or other ingredients not drinkable, or any combination of them.

2. Tianguis means the Town of Guadalupe property located at 9201 S. Avenida del Yaqui, Guadalupe, AZ

3. Spirituous liquor means alcohol, brandy, whiskey, rum, tequila, mescal, gin, wine, porter, ale, beer, any malt liquor or malt beverage, absinthe, a compound or mixture of any of them or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, any liquid mixture or preparation, whether patented or otherwise, which produces intoxication, fruits preserved in ardent spirits, and beverages containing more than one-half of one per cent of alcohol by volume.

B. It shall be unlawful for any person to consume or have in his possession any spirituous liquor in the Tianguis except as provided in Subsection C of this section.

C. The Town Manager is empowered to issue permits authorizing the consumption and possession of beer in the Tianguis and to adopt rules, procedures and fees for the issuance of such permits.

D. A person who has obtained a permit pursuant to Subsection C of this Section shall display the permit upon request. The permit holder and all persons covered by the permit shall abide by the stipulations of use set forth in the permit. The permit may be revoked for failure to comply with the requirements of this Subsection.

E. This Section shall not apply to premises for which a license has been issued pursuant to Title 4, Arizona Revised Statutes.

II. Authority to Enforce Violations of this Ordinance; Means of Enforcement.

A. The Town Manager or designee shall enforce this ordinance.

B. Any person authorized pursuant to this section to enforce this ordinance may issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a criminal complaint.

C. The Maricopa County Sheriff’s Department, the Town Attorney, or his assistant may issue criminal complaints to enforce this ordinance.

III. Penalty.

The penalty for violating any prohibition or requirement imposed by this ordinance is a class one misdemeanor. The maximum penalty that may be imposed for violating this ordinance is up to one year in jail, and/or a fine of up to \$2,500.00 plus any applicable surcharges.

IV. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the Town Code, or this Ordinance are hereby repealed.

V. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF GUADALUPE THIS ____ DAY OF ____, 2018.

ATTEST:

TOWN OF GUADALUPE, an
Arizona Municipal Corporation

Jeff Kulaga
Town Manager / Clerk

Valerie Molina
Mayor

APPROVED AS TO FORM:

David Ledyard
Town Attorney

I, JEFF KULAGA, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. O2018.01 ADOPTED BY THE TOWN OF GUADALUPE ON THE __TH DAY OF _____, 2018, WAS POSTED IN THREE PLACES ON THE _____ DAY OF JULY, 2018.

Jeff Kulaga, Town Clerk