



*****DUE TO COVID-19, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES*****

*****MEETINGS STREAMED LIVE ON [TOWN OF GUADALUPE FACEBOOK PAGE](#)*****

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

THURSDAY, OCTOBER 28, 2021

6:00 P.M.

**GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, MUSEUM ROOM
GUADALUPE, ARIZONA**

Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

Agendas/Minutes:
www.guadalupeaz.org

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

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Guadalupe Town Council and to the public that the Guadalupe Town Council will hold a meeting, open to the public, on Thursday, October 28, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION/PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. Approval of the October 14, 2021, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.

F. MAYOR and COUNCIL PRESENTATIONS:

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. TOWN OF GUADALUPE CEMETERY – HISTORICAL LANDMARK DESIGNATION REQUEST: Council will receive a presentation and request from the Guadalupe Historical Society to designate the Guadalupe Cemetery, located 4649 South Beck Avenue, Tempe, AZ., as a registered historical landmark. Council may provide direction to the Town Manager / Clerk. *Material for this agenda item may be provided at the meeting.*

2. COVID-19 ACTION UPDATE: Council will receive an update from Town staff regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service, and steps taken to safeguard public health and safety in response to the Coronavirus. Council may provide direction to the Town Manager / Clerk. *Material for this agenda item will be provided at the meeting.*



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3. PROPOSED GUADALUPE COMMUNITY DEVELOPMENT CORPORATION COVID-19 HOME IMPROVEMENT PROGRAM MEMORANDUM OF UNDERSTANDING: Council will consider and may take action to authorize the Mayor, or designee, to enter into a Memorandum of Understanding (C2021-63) between the Guadalupe Community Development Corporation (GCDC) and the Town of Guadalupe that would authorize the GCDC to oversee a COVID-19 Housing Rehabilitation Program (Program). Residents that meet the Program criteria may be eligible to participate in the Program, which will offer homeowners funding options for the rehabilitation or modification of their home. Council may provide direction to the Town Manager / Clerk.

4. HOMELESSNESS SERVICES REQUEST FOR PROPOSAL: Council will receive a status report of the homelessness services request for proposals (RFP). This RFP is seeking strategies and approaches to address the homelessness challenges facing the Town of Guadalupe. Council may provide direction to the Town Manager / Clerk.

5. 12% REVENUE SHARING / GAMING GRANT SUPPORT LETTER PROCESS: Council will receive a presentation regarding a proposed process when requests are received by various organizations that are seeking a letter of support from the Town to include with the organization's 12% revenue sharing grant application(s) to tribal entities. Council may provide direction to the Town Manager / Clerk.

6. CITY OF CHANDLER INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2021.24): Council will consider and may take action to adopt a resolution authorizing the Mayor, or designee, to enter into an intergovernmental agreement (IGA) with the City of Chandler. The purpose of this IGA (C2021-64) is to authorize the Chandler Fire Department to provide fire service training to Town of Guadalupe Fire Department personnel. Training services are \$400 per sworn firefighter, annually. The IGA shall automatically renew for ten (10) additional (1) year terms unless terminated by formal act of the parties. Adoption of the resolution authorizes the Mayor, or designee, to execute any documents in furtherance of the IGA. Council may provide direction to the Town Manager / Clerk.

7. ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT: Council will consider and may take action to authorize the Mayor, or designee, to enter into the One Arizona Distribution of Opioid Settlement Funds Agreement (Agreement) (C2020-52A). This Agreement amends the One Arizona Opioid Agreement (C2020-52) as approved by the Town Council on December 10, 2020. The proposed Agreement authorizes the Town's participation and inclusion in a state-wide settlement with the opioid industry. All 15 Arizona counties have approved the MOU. Arizona cities and towns have also been offered the opportunity to be part of the settlement. The signed Agreement submittal deadline to the State of Arizona Attorney General is November 10, 2021. Approval of the Agreement authorizes the Mayor, or designee, to execute any documents in furtherance of the Agreement. Council may provide direction to the Town Manager / Clerk.

8. CENSUS 2020 REPORT: Council will receive a report on the Town of Guadalupe 2020 Census results, how the results compare to other municipalities within Arizona and the impact on state shared revenues allocations. Council may provide direction to the Town Manager / Clerk.

9. AWARD OF CONTRACT – SIDEWALK REPAIR AND REPLACEMENT: Council will consider and may take action to authorize the payment in the amount of \$26,420 to the City of Tempe (C2021-65) for the repair and replacement of sidewalks in 23 locations within the Town of Guadalupe totaling 84 square yards of sidewalk replacement. Funding for this payment is available in the Fiscal year 2022 Highway Users Revenue Fund fund. Council may provide direction to the Town Manager / Clerk.



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10. AVENIDA DEL YAQUI STREET IMPROVEMENT PROJECT UPDATE: Council will receive an initial report on the construction schedule for the \$6.1 million Avenida del Yaqui Street Improvement Project (Project). This Project includes complete roadway repaving and complete reconstruction of the concrete curb, gutter, driveways, and sidewalk along both sides of the corridor. New pavement markings, traffic calming, enhanced pedestrian crossings, bike lanes and Safe Routes to School improvements are also included. This Project is managed by the Arizona Department of Transportation and will begin the week of October 25, 2021 with anticipated completion in October 2022. Council may provide direction to the Town Manager / Clerk.

11. TOWN MANAGER / CLERK EMPLOYMENT CONTRACT: Town Council will consider and may take action to approve the employment contract (C2021-66) between the Town of Guadalupe and the appointed Town Manager / Clerk, Jeff Kulaga. The two-year contract, if approved, would be effective October 28, 2021 with an expiration date of October 30, 2023. The contract includes an annual salary of \$130,000 and a nine-month severance provision. The current contract term expires on November 12, 2021. Council may provide direction to the Town Manager / Clerk.

H. TOWN MANAGERS' COMMENTS

I. COUNCILMEMBERS' COMMENTS

J. ADJOURNMENT



October 22, 2021

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: **October 28, 2021, Town Council Regular Meeting Information Report**

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

Agenda Items:

D1. OCTOBER 14, 2021, REGULAR COUNCIL MEETING MINUTES. (PAGES 10 – 15)

G1. TOWN OF GUADALUPE CEMETERY – HISTORICAL LANDMARK DESIGNATION REQUEST: A representative from the Guadalupe Historical Society will present a proposal to designate the Guadalupe Cemetery, located 4649 South Beck Avenue, Tempe, AZ., as a registered historical landmark. *Material for this agenda item may be provided at the meeting.*

G2. COVID-19 UPDATE: Staff will provide an update regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town services and steps taken to safeguard public health and safety in response to the Coronavirus. *Material for this agenda item will be provided at the meeting.*

G3. PROPOSED GUADALUPE COMMUNITY DEVELOPMENT CORPORATION COVID-19 HOUSING REHABILITATION PROGRAM MEMORANDUM OF UNDERSTANDING (PAGES 16 – 35): The Memorandum of Understanding (MOU) (C2021-63) between the Guadalupe Community Development Corporation (GCDC) and the Town of Guadalupe would authorize the GCDC to oversee a COVID-19 Housing Rehabilitation Program (Program) totaling \$346,961.

The purpose of the Program includes the following:

1. Eliminate health and safety hazards in homes.
2. Benefit very low and low-income residents.
3. Improve neighborhoods and encourage stability.
4. To secure a variety of funding sources to allow the implementation of a comprehensive rehabilitation program to bring all eligible properties into compliance with established local codes.
5. To promote cleanliness and pride of ownership.

The Program would serve qualified residents in owner-occupied homes by offering funding options to assist homeowners with the rehabilitation or modification of their home. Homeowners must qualify for benefits, as follows:

- Property must be located within the incorporated boundaries of the Town of Guadalupe.
- Property must be feasible for rehabilitation under the time and monetary constraints of the program.
- The property must be owner-occupied as a primary residence.
- Property must be free of liens that unduly restrict the marketable ownership interest, such as liens and non-occupants named on a deed.
- Applicants must have a verifiable income that falls below 80% of the area median income. Income verification is valid for a period of six (6) months. Upon expiration of income verification information, applicants must complete and submit a new income verification package.

- The applicant cannot have assets that total more than \$25,000 (e.g. cash, stocks, bonds, money market accounts, IRA, etc.) This is exclusive of the home they live in, two vehicles, and personal property necessary for daily living.
- Applicant must provide proof of current homeowner's insurance.
- Applicant must be current with their mortgage payments (if applicable) and taxes. Properties may be encumbered by a mortgage in first position so long as a financial institution or other such mortgage company holds that mortgage; however, there must be sufficient equity remaining to justify placing a lien for the rehabilitation deferred payment loan in second position. Properties encumbered by mortgages held by individuals or partnerships are not eligible for this program.
- Homes built within the last 15 years, as well as properties that have already received rehabilitation assistance from the Town and/or the Pascua Yaqui Tribe until after the expiration of prior forgivable loan periods have concluded, are ineligible for rehabilitation.
- Homes of historical value may only be eligible upon favorable review by the State Historic Preservation Office.
- Properties with a building code issue are generally not eligible for rehabilitation. However, if the issue is relating to a correctable building condition that funds can correct under the requirements of the program, then the property may be deemed eligible.

Preference will be given to households applying for funding that meet one of the following criteria:

- 1. Elderly (62 years of age or older);
- 2. Disabled (a legally recognized physical/mental/emotional condition that limits the performance of daily living skills); or
- 3. Have minor child(ren) age 17 and under related to head of household residing in the residence.

Eligible improvements shall to specifically safeguard against COVID-19 exposure and improve livability conditions including:

- Replacement of inefficient mechanical systems such as HVAC systems and water heaters with Energy Star rated systems
- Mitigation of leaks in air delivery system
- Duct sealing
- Installation of low flow water saving devices and plumbing repairs

The total budget for the program is \$346,961, with a \$50,000 administrative fee to GCDC for oversight of the program; \$246,100 allocated to housing rehab expenses where the average home cost is estimated at \$15,000 and \$50,000 to GCDC to fund a housing specialist and construction superintendent positions.

This \$346,961 Rehabilitation Program is funded by Town Council approved COVID-19 funds provided by the Pascua Yaqui Tribe.

G4. HOMELESSNESS SERVICES REQUEST FOR PROPOSAL (PAGES 36 – 45): Staff will provide a status report on the homelessness services request for proposals (RFP). This RFP is seeking strategies and approaches to address the homelessness challenges facing the Town. The deadline for RFP submittals is October 28, 2021.

The Town Council approved a \$325,000 allocation of COVID-19 funds from the Pascua Yaqui Tribe to fund a Homelessness Outreach Resource Program. The RFP seeks strategies including but not limited to:

- outreach and engagement
- access to shelter housing and housing
- supportive services addressing healthcare and behavioral health
- access to supportive services to address substance use

- access to the Homeless Management Information System (HMIS)
- responsible to report into HMIS for Guadalupe specific project(s)
- resources for COVID-19 testing, vaccinations or treatment
- collaboration with other departments in the Town of Guadalupe including Guadalupe Fire Department and Maricopa County Sheriff's Office
- collaboration with other services offered by the Town of Guadalupe including food, water and produce

Staff anticipates that a contract may be awarded to the most qualified respondent at the December 9, 2021, Regular Council meeting.

G5. 12% SHARED REVENUE / GAMING GRANT SUPPORT LETTER PROCESS (PAGE 46): In response to Council direction, staff proposes a process allowing external organizations to request a letter of support from the Town to include with their application for various tribal revenue sharing grant funding. This proposed process establishes a structured system for external organizations seeking supporting letters.

The proposed process includes an application that establishes deadline dates. The application asks how the requested program will benefit the Town, and what is the target audience that will be served if the grant is awarded. All requested letters of support will be brought to Council for approval or denial at a Council meeting. If approved, staff will provide a letter of support to the requesting organization at least seven days prior to the grant application deadline.

Requests must be received no less than 30 days prior to the grant application submittal deadline. Requests received after the deadline provided on the form may not be processed. The proposed application is attached for review and acceptance.

G6. CITY OF CHANDLER INTERGOVERNMENTAL AGREEMENT (RESOLUTION NO. R2021.24) (PAGES 47 – 52): Resolution No. R2021.24 authorizes the Town of Guadalupe to enter into an intergovernmental agreement (IGA) (C2021-64) with the City of Chandler (Fire Department). This agreement authorizes the Chandler Fire Department to provide fire service training Town of Guadalupe Fire Department (GFD) personnel. Fire service training includes, but is not limited to: blood borne pathogens, electrical safety, confined space entry, flashover training, hazardous materials response, technical rescue, hose placement, ladder use, and pharmacology. Training courses will be conducted at the Chandler Training Facility, 3550 South Dobson Road, Chandler, AZ. The GFD total contribution shall be equal to Four Hundred Dollars (\$400) per sworn firefighter employed by GFD as of the Effective Date and each anniversary of that date for the term of this IGA but not to exceed ninety (90) firefighters annually. This IGA shall automatically renew for ten (10) additional one (1) year terms unless one of the parties notifies the other party of a desire to terminate the IGA.

Presently, with six sworn firefighters serving the Town of Guadalupe, the annual cost would be \$2,400. Funds for training are available in the Fire Department budget of the General Fund, should Guadalupe Firefighters participate in any of the offered training programs.

G7. ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT (PAGES 53 – 90): At the December 10, 2020, Regular Council Meeting, the Town Council approved the One Arizona Opioid Settlement Memorandum of Understanding (MOU) (C2020-52A).

The proposed Agreement amends the One Arizona Plan MOU as follows:

1. Allowing the national settlement administrator for each settlement to send the funds to the State and subdivisions directly, which would avoid the expense of hiring a separate trustee.
2. If the federal government claims some of the settlement funds under federal law, the claimed funds will come from the total settlement funds before any allocation to the State and the subdivisions.
3. A parity provision wherein any State uncovered outside counsel fees in the Purdue bankruptcy matter will be covered from the gross proceeds of any funds flowing to the state.
4. Clarifying that any Arizona governmental entity will not receive money from a settlement unless they sign on to

that settlement.

5. Pursuant to a request from outside counsel for the subdivisions, changes clarifying the mechanisms for any subdivision outside counsel to receive their fees.

The proposed Agreement will serve as a binding distribution agreement. The deadline to provide a signed Agreement to the Arizona Attorney General's Office is Wednesday, November 10, 2021.

NOTE: Two additional settlement agreements with the Distributors and Johnson & Johnson will be included in this process and presented to Council prior to December 30, 2021. These agreements will be provided to Arizona jurisdictions from the National Settlement Administrator and are required to be signed in order for jurisdictions to participate in the distribution settlement. The deadline to submit signed Agreements for the Distributors Settlement and Johnson & Johnson is January 2, 2022.

G8. CENSUS 2020 UPDATE (PAGES 91 – 102): Staff will provide a report on the Town of Guadalupe 2020 Census and the Town's count in relation to other municipalities. The 2020 Census finds the Town of Guadalupe population decreasing by 3.6% from the 2010 Census count. The Town's population decreased from 5,523 to 5,322. As the table illustrates, Guadalupe was one of two municipalities experiencing a decrease in population within Maricopa County. Additionally, the Towns of Buckeye and Queen Creek are considered two of the fastest growing municipalities in the country.

Jurisdiction	2010	2020	Decade Change	% change
Queen Creek	26,361	59,519	33,158	125.8%
Buckeye	50,876	91,502	40,626	79.9%
Goodyear	65,275	95,294	30,019	46.0%
Maricopa	43,482	58,125	14,643	33.7%
Gilbert	208453	267916	59,463	28.5%
Litchfield Park	5,476	6,847	1,371	25.0%
Peoria	154,065	190,985	36,920	24.0%
Surprise	117,517	143,148	25,631	21.8%
Wickenburg	6,363	7,474	1,111	17.5%
Avondale	76,238	89,334	13,096	17.2%
Chandler	236123	275987	39,864	16.9%
Maricopa County	3,817,117	4,420,568	603,451	15.8%
Mesa	439,041	504,258	65,217	14.9%
Youngtown	6,156	7,056	900	14.6%
El Mirage	31,797	35,805	4,008	12.6%
State of Arizona	6,392,017	7,151,502	759,485	11.9%
Tempe	161,719	180,587	18,868	11.7%
Phoenix	1,445,632	1,608,139	162,507	11.2%
Scottsdale	217,385	241,361	23,976	11.0%
Tolleson	6,545	7,216	671	10.3%
Glendale	226721	248325	21,604	9.5%
Apache Junction	35,840	38,499	2,659	7.4%
Sun City	37,499	39,931	2,432	6.5%
Fountain Hills	22489	23820	1,331	5.9%
Sun City West	24,535	25,806	1,271	5.2%
Paradise Valley	12,820	12,658	-162	-1.3%
Guadalupe	5523	5322	-201	-3.6%

Population changes directly impact state shared revenues allocated to municipal and county jurisdictions. The attached report from the League of Arizona Cities and Towns offers a comprehensive analysis of statewide census data and its relation to state shared revenue allocations. As reported and as a result of the 2020 Census, the Town of Guadalupe will realize a significant decrease in allocated state shared revenues.

The Town of Guadalupe's state shared revenue allocation is expected to decrease by an estimated \$450,574 in Fiscal Year (FY) 2022 as follows:

Town of Guadalupe	2020 Decennial Census Population	VLT	HURF	TPT (SALES TAX)	URS (INCOME TAX)	TOTAL STATE SHARED REVENUES	
2020 Decennial Census Population & State Shared Revenues	5,322	\$249,997	\$358,223	\$631,707	\$701,883	\$1,941,810	
2019 Decennial Census Population & State Shared Revenues	6,631	\$307,505	\$441,112	\$778,581	\$865,186	2,392,384	
\$ amount: 2020 vs. 2019	(1,309)	(\$57,507)	(\$82,889)	(\$146,874)	(\$163,303)	(\$450,574)	(18.83%)

These estimated state shared revenue reductions equate to a \$367,684 decrease to Town General Fund annual revenues (VLT, TPT and URS) or a 6% reduction of the adopted FY 22 \$5,934,244 projected General Fund Revenues.

State shared revenues equal approximately 30% of the Town's annual General Fund Revenues. These reductions will have a direct impact on levels of Town service delivery.

Regarding the Highway User Revenue Funds (HURF), the \$82,889 reduction equates to a 10% HURF fund reduction from the adopted FY 22 \$800,501 projected revenues.

Town staff will remain mindful of expenditures as a result of these recurring revenue reductions.

G9. AWARD OF CONTRACT – SIDEWALK REPAIR AND REPLACEMENT (PAGE 103): The City of Tempe is repairing and replacing sidewalks in 23 locations within the Town of Guadalupe totaling 84 square yards of sidewalk at a cost of \$26,420. Funding for this project is available in the Fiscal year 2022 Highway Users Revenue Fund fund. The repair work is expected to take approximately seven days. The Town of Guadalupe attempted to solicit three bids as required by code, unfortunately no other contractors offered a quote. The primary reason was that the job is too small. Nonetheless, the sidewalks remain a hazard and are in need of repair.

G10. AVENIDA DEL YAQUI STREET IMPROVEMENT PROJECT: Staff will provide a report on the construction schedule for the \$6.1 million Avenida del Yaqui Street Improvement Project. This Project includes complete roadway repaving and complete reconstruction of the concrete curb, gutter, driveways, and sidewalk along both sides of the corridor. New pavement markings, traffic calming, enhanced pedestrian crossings, bike lanes and Safe Routes to School improvements are also included.

Project Approach and Expectations:

This project is managed by the Arizona Department of Transportation (ADOT) and will begin the week of October 25, 2021 and its completion is expected in October 2022.

- Removal and replacement of curb, gutter, sidewalk and driveways (concrete work) will occur first, starting at the southwest corner of Calle Carmen and Avenida del Yaqui.
- Concrete will begin at the southwest corner of Calle Carmen and Avenida del Yaqui and move north on the west side of Avenida del Yaqui to the Highline Canal at Stottlemire Park.
- Concrete work will then continue on the east side of Avenida del Yaqui starting at the Highline Canal moving south to Calle Carmen.
- Segments of 500 to 600 feet of concrete work will be removed, then approximately 10 days later, new concrete will be installed.

- Once concrete work is complete, repaving of the street will occur. Street lighting, signage and pedestrian enhancements are expected to occur during the repaving phase.
- Alternative parking will be available in the Town Hall lot. Security will be provided from 10 PM to 6 AM.

Segment one: West side of the Avenida del Yaqui between Calle Carmen and Calle Barbarita:

- Oct. 27 to Oct. 30:** Sawcut concrete and asphalt. No impact to driveways or access to properties.
- Nov. 1 to Nov. 14:** Remove sidewalk, curb/gutter and driveways between Calle Carmen and Calle Barbarita. During this time, driveways will be dirt-surfaced and will remain accessible for use.
- Nov. 15 to Nov. 20:** Install new concrete sidewalk, curb/gutter, and driveways. During this time, driveways will be closed to allow the concrete to properly cure. Alternate parking will be available at Guadalupe Town Hall, with overnight security present from 10 PM to 6 AM.

With any project, the schedule is subject to change based on conditions.

G11. TOWN MANAGER / CLERK EMPLOYMENT CONTRACT (PAGES 104 – 105): Council will review and may approve the employment contract between the Town of Guadalupe and the appointed Town Manager / Clerk, Jeff Kulaga, as proposed. The two-year contract, if approved, would be effective October 28, 2021 with an expiration date of October 30, 2023. The contract includes an annual salary of \$130,000, and a nine-month severance provision. The current contract term expires on November 12, 2021.



Minutes Town Council Regular Meeting October 14, 2021

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Minutes of the Guadalupe Town Council Regular Meeting held on Thursday, October 14, 2021, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Museum Room, Guadalupe, Arizona.

A. Councilmember Cota Soto called the meeting to order at 6:02 p.m.

B. ROLL CALL

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

Councilmember Absent: Mayor Valerie Molina

Staff Present: Jeff Kulaga – Town Manager / Clerk, Jennifer Drury – Assistant to the Town Manager, and participating via video conference Vince Gibbons, Town Engineer, Dibble Engineering and David Ledyard – Town Attorney

C. INVOCATION/PLEDGE OF ALLEGIANCE

Councilmember Cota Soto called for a moment of silence in remembrance of the recent passing of Juan Ruiz, Deputy, Maricopa County Sheriff’s Office. Councilmember Cota Soto then led the Pledge of Allegiance.

D. APPROVAL OF MINUTES

1. Approval of the September 23, 2021, Town Council Regular Meeting Minutes.

Motion by Councilmember Bravo to approve agenda item D1; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 6-0.

1. Councilmembers approved the September 23, 2021, Town Council Regular Meeting Minutes.

E. CALL TO THE PUBLIC: No one spoke.

F. MAYOR and COUNCIL PRESENTATIONS:

Councilmember Cota Soto read a Proclamation declaring October 17 – 23, 2021, Arizona Cities and Towns Week in the Town of Guadalupe.

G. DISCUSSION AND POSSIBLE ACTION ITEMS:

1. PUBLIC HEARING – VARIANCE REQUEST FOR 8027 CALLE AZTECA

Councilmember Cota Soto announced that this is a public hearing to receive public input regarding a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to reduce the north and south side yard setbacks at 8027 South Calle Azteca, APN 301-09-096, by 2’ each, reducing the sideyard setbacks from the required 7’ per Town Code of Ordinances, to 5’ each. The property is zoned R-1-6. The Applicant is Renaldo D. Cota Jr.. (*related to item G2*)



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Jeff Kulaga, Town Manager / Clerk, stated that agenda items G1 and G2 are related. Agenda item G1 is a public hearing regarding a variance request; and, G2 is the variance request to be voted upon. The variance request is for a sideyard variance, reducing the north and south sideyard setbacks from 7' to 5', for the residence located at 8027 Calle Azteca. The property owner is proposing to demolish the existing home and build a new home on this property.

Mr. Kulaga stated that, per State statutes, properties within 150' of the home were notified of the variance request and the public hearing was also published in the newspaper. One inquiry about the variance request and process was received. Mr. Kulaga reviewed the variance criteria outlined in the Town Code of Ordinances. As the Zoning Administrator, Mr. Kulaga stated that staff is recommending approval of the variance request.

Motion by Councilmember Osuna to open the public hearing; second by Councilmember Bravo. Motion passed unanimously on a voice vote 6-0.

No one spoke.

Motion by Councilmember Bravo to close the public hearing; second by Councilmember Osuna. Motion passed unanimously on a voice vote 6-0.

Held a public hearing to receive public input regarding a variance request of the Town of Guadalupe Zoning Code of Ordinances Chapter 54, Zoning, Section 154.065(E), Single Family Residential Districts R-1-9 and R-1-6, Area Height and Setback Regulations. The variance request is to reduce the north and south side yard setbacks at 8027 South Calle Azteca, APN 301-09-096, by 2' each, reducing the sideyard setbacks from the required 7' per Town Code of Ordinances, to 5' each. The property is zoned R-1-6. The Applicant is Renaldo D. Cota Jr.. *(related to item G2)*

2. VARIANCE REQUEST FOR 8027 CALLE AZTECA:

Councilmember Cota Soto stated that this agenda item is for Council consideration to approve or deny a variance request to reduce the north and south side yard setbacks at 8027 South Calle Azteca, APN 301-09-096, by 2' each, reducing the sideyard setbacks from the required 7' per Town Code of Ordinances, to 5' each. The property is zoned R-1-6. The Applicant is Renaldo D. Cota Jr.. *(related to item G1)*

David Ledyard, Town Attorney, advised Council on what language to include in a motion.

Motion by Vice Mayor Vital to approve the variance application. All findings meet the Town requirements for 8017 South Calle Azteca. Second by Councilmember Osuna. Motion passed 5-0-1 with Councilmember Cota abstaining from the vote due to a conflict of interest.

Councilmembers approved a variance request to reduce the north and south side yard setbacks at 8027 South Calle Azteca, APN 301-09-096, by 2' each, reducing the side yard setbacks from the required 7' per Town Code of Ordinances, to 5' each. The property is zoned R-1-6. The Applicant is Renaldo D. Cota Jr.. *(related to item G1)*

3. COVID-19 ACTION UPDATE

Councilmember Cota Soto stated that this agenda item is for staff to provide an update regarding current Town of Guadalupe COVID-19 positive case rates, scheduled testing, vaccination information, Town service and steps taken to safeguard public health and safety in response to the Coronavirus.

Jeff Kulaga, Town Manager / Clerk, stated that the October 2, 2021, vaccination clinic yielded 75 vaccinations and 71 flu shots. There is an upcoming vaccination clinic on Saturday, October 23. Additional vaccinations clinics are scheduled for November and December. The rate of vaccinated Guadalupe residents is now 47.8%. The goal is to increase the vaccination rate in Town. Mr. Kulaga concluded by thanking the Towns' partners for their assistance.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Anita Cota Soto
Councilmember

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4. FISCAL YEAR 2020/2021 TOWN BUDGET YEAR END REVIEW

Jeff Kulaga, Town Manager / Clerk, provided a review of the Fiscal Year (FY) 2020/21 budget performance, including an overview of revenues and expenditures of the Town General Fund year end fund balances. Expenditures for all 13 funds total \$10,129,166 for FY 2020/2021.

Mr. Kulaga discussed various fund balances and noted that the numbers are unaudited. Approximately 20% of expenditures were to fund COVID-19 related needs. 43% of the General Fund comes from local sales taxes, which increased by \$600,000 from the previous year. There was a reduction in hotel bed taxes collected due to the closure of two hotels. COVID-19 relief funds had a positive impact on the budget. There was also an 8% reduction in spending. The Police and Fire Department comprise a majority of the General Fund expenditures.

Mr. Kulaga reviewed budgetary trends, key conclusions, and areas of caution for FY 2019/20 vs FY 2020/21. The Town of Guadalupe will experience a decline in state shared revenues due to the 2020 Census data, which is based upon population. There are cities and towns that are growing in population, which will increase their state shared revenue allotment. The League of Arizona Cities and Towns is working on how each Arizona city and town will be financially impacted.

5. FISCAL YEAR 2020/21 INTERDEPARTMENTAL FUND BALANCE TRANSFERS (RESOLUTION NO. R2021.22)

Councilmember Cota Soto stated that this agenda item is for Council to consider adopting Resolution No. R2021.22 authorizing the interdepartmental transfer of General Fund monies from the Fiscal Year 2020/21 General Fund Police Department cost center to the following General Fund cost centers: Transfers to Other Funds, Court, Attorney, Information Technology, and Building Maintenance, all totaling \$234,122.

Jeff Kulaga, Town Manager / Clerk, stated that agenda items G5 and G6 are of a routine nature to reconcile the annual budget. Item G5 transfers funds among various General Fund cost centers.

Motion by Councilmember Bravo to approve agenda item G5; second by Councilmember Osuna. Motion passed unanimously on a voice vote 6-0.

Councilmembers adopted **RESOLUTION NO. R2021.22** authorizing the interdepartmental transfer of General Fund monies from the Fiscal Year 2020/21 General Fund Police Department cost center to the following General Fund cost centers: Transfers to Other Funds, Court, Attorney, Information Technology, and Building Maintenance, all totaling \$234,122.

6. FISCAL YEAR 2020/21 GENERAL FUND BUDGET ADJUSTMENTS (RESOLUTION NO. R2021.23)

Councilmember Cota Soto stated that this agenda item is for Council to consider adopting Resolution No. R2021.23 authorizing the transfer from the General Fund to the following funds: Highway Users Revenue Fund, Senior Center Fund, Community Action Program Fund, Municipal Property Corporation Fund, Local Transportation Assistance Fund, and the Pascua Yaqui Tribe COVID-19 Response Fund, all totaling \$651,907.

Jeff Kulaga, Town Manager / Clerk, stated that agenda item G6 is to transfer funds from the General Fund to separate, special funds.

In response to a question regarding the budget transfer to the Pascua Yaqui Tribe, Mr. Kulaga noted that a majority of that budget transfer was due to cost over runs for the renovation and expansion of the Community Action Program office. All COVID-19 funds are accounted for in a dedicated fund.

Motion by Councilmember Bravo to approve agenda item G6; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 6-0.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
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Joe Sánchez
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Anita Cota Soto
Councilmember

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7. AWARD OF CONTRACT – STREET LIGHTING INVENTORY AND ASSESSMENT

Councilmember Cota Soto stated that this agenda item is for Council to consider awarding a contract (C2021-60) in the amount of \$48,830 to Dibble Engineering, Town Engineer. The purpose of this contract is for Dibble Engineering to complete a street lighting inventory and assessment to evaluate the street lighting conditions throughout the Town. The inventory and assessment includes existing pole mounted roadway, alley, and public way lighting in order to identify any needed lighting improvements that will result in safer street and sidewalk conditions for pedestrians and motorists. Funding for this contract is through the approved fiscal year 2020/2021 Town Highway User Revenue Fund and General Fund budgets.

Jeff Kulaga, Town Manager / Clerk, stated that similar to the Sewer Line Assessment, staff is proposing that Council consider a Street Lighting Inventory and Assessment. If approved, Dibble Engineering would provide recommendations on making safety improvements to streets and pedestrian ways.

In response to a question regarding if the inventory and assessment will require a change in lighting, Mr. Kulaga stated that information will be available after the assessment has been completed.

Motion by Councilmember Bravo to approve agenda item G7; second by Vice Mayor Vital. Motion passed unanimously on a voice vote 6-0.

Councilmembers awarded a contract (C2021-60) in the amount of \$48,830 to Dibble Engineering, Town Engineer. The purpose of this contract is for Dibble Engineering to complete a street lighting inventory and assessment to evaluate the street lighting conditions throughout the Town. The inventory and assessment includes existing pole mounted roadway, alley, and public way lighting in order to identify any needed lighting improvements that will result in safer street and sidewalk conditions for pedestrians and motorists. Funding for this contract is through the approved fiscal year 2020/2021 Town Highway User Revenue Fund and General Fund budgets.

8. AWARD OF CONTRACT – COUNCIL CHAMBER REMODEL

Councilmember Cota Soto stated that this agenda item is for Council to consider awarding a contract (C2021-61) in the amount of \$55,555 to Dibble Engineering, Town Engineer. The purpose of the contract is for Dibble Engineering to provide the design, bid process, construction administration, and inspection services to remodel the Town Hall Council Chamber. The remodel will improve the Council Chamber conditions to better mitigate COVID-19 and install audio visual equipment to live stream Council meetings. Funding for this contract is through the Council approved COVID-19 funding from the Pascua Yaqui Tribe.

Jeff Kulaga, Town Manager / Clerk, stated that upgrading the Council Chamber is one of 15 projects to be funded with COVID-19 relief funds. This project will include adding video and audio technology that will allow for live streaming of Council meetings. Noise reduction and improving the HVAC system are also part of the improvements.

Motion by Vice Mayor Vital to approve agenda item G8; second by Councilmember Sánchez. Motion passed unanimously on a voice vote 6-0.



Valerie Molina
Mayor

Ricardo Vital
Vice Mayor

Mary Bravo
Councilmember

Gloria Cota
Councilmember

Elvira Osuna
Councilmember

Joe Sánchez
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Anita Cota Soto
Councilmember

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9. CLAIMS

Councilmember Cota Soto stated that this agenda item is for Council to consider approving the check register for September 2021, totaling \$452,941.84.

Motion by Councilmember Bravo to approve agenda item G9; second by Councilmember Osuna. Motion passed unanimously on a voice vote 6-0.

Councilmembers approved the check register for September 2021, totaling \$452,941.84.

H. TOWN MANAGERS' COMMENTS

Jeff Kulaga, Town Manager / Clerk

- Commended the Senior Center staff and the Town Engineer on their work on the walk-in freezer installation.
- Commended Public Works staff on their preparation of Stottlemyre Park for Little League, cleaning alleys, and removal of abandoned vehicles.
- Thanked the Diamond Backs organization for providing infill dirt for Stottlemyre Park improvements, saving the Town nearly \$4,000.
- The Maricopa County Sheriff's Office has been conducting extra patrols in Town and assisting with abandoned vehicle removals.
- Lewis Jones is a new employee of the Guadalupe Fire Department and Monica Lamparter is working part-time assisting the Community Action Program.
- Thanked former employee Theresa Alvarez for her service to the Town of Guadalupe.

I. COUNCILMEMBERS' COMMENTS

Vice Mayor Vital

- Saturday, October 23, 2021 – Encouraged everyone to get vaccinated; booster shots and flu shots will be available.
- Friday, October 22, 2021 – Spooktacular will be a drive through event.

Councilmember Bravo

- Thanked staff and her colleagues for their work.
- Expressed condolences to families who experienced a recent tragedy.

Councilmember Osuna

- Thanked everyone for their work.
- Encouraged everyone to get vaccinated

In response to a question, Vice Mayor Vital stated that it is the Pfizer vaccine that is being offered at the upcoming vaccination events in Town. Individuals 12 and older are eligible for the vaccine.

Councilmember Sánchez

- Expressed condolences to families who experienced a recent tragedy.
- Expressed an interest in revisiting the Town's curfew ordinance.
- Encouraged everyone to stay safe and healthy.

Councilmember Cota Soto

- Thanked the technical support staff for the ability to provide Council meetings via Zoom, and live streaming.
- Encouraged everyone to stay safe, be kind, and look after the youth and elders.



J. ADJOURNMENT

Motion by Vice Mayor Vital to adjourn the Regular Council Meeting; second by Councilmember Osuna. Motion passed unanimously on a voice vote 6-0.

Valerie Molina
Mayor

The meeting was adjourned at 7:01 p.m.

Valerie Molina, Mayor

Ricardo Vital
Vice Mayor

ATTEST:

Mary Bravo
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Gloria Cota
Councilmember

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the October 14, 2021, Town of Guadalupe, Town Council Regular Meeting. I further certify the meeting was duly called and held, and that a quorum was present.

Elvira Osuna
Councilmember

Joe Sánchez
Councilmember

Jeff Kulaga, Town Manager / Town Clerk

Anita Cota Soto
Councilmember

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C2021-63
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this **28th day of October, 2021**, by and between the **Town of Guadalupe**, (hereinafter referred to as the "**Town**") a local government agency, and **Guadalupe Community Development Corporation**, (hereinafter referred to as the "**GCDC**") a local 501 (C)(3) nonprofit entity; all parties established under the laws of the State of Arizona.

WHEREAS it is necessary that the **Town** and **GCDC** enter into a Memorandum of Understanding (**MOU**) for the implementation of certain housing rehabilitation activities.

MOU TERM: This **MOU** shall take effect as of the date of execution by the **Town** and shall be in effect until cancelled by either party according to the provisions specified below.

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

- A. On March 11, 2021, the American Rescue Plan Act ("ARP Act") was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Fiscal Recovery Fund (the "FRF"), which included nineteen (19) billion dollars for tribal governments to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 in tribal communities, on tribal residents, and on tribal businesses.
- B. The **Town** has received a portion of these funds from the Pascua Yaqui Tribe, in order to respond to the public health emergency and its negative impacts and make necessary investments in order to support the health of the residents of the Town.
- C. The **GCDC**, a certified Community Housing Development Organization (CHDO) with the Maricopa County Home Consortium, operates an established HOME eligible housing development program which assists low- and very-low-income families residing in the Town of Guadalupe, as defined by the Maricopa County Human Services HOME Consortium.
- D. The Town intends to provide **GCDC** with a portion of those funds in order to operate a housing rehabilitation program within the incorporated town limits of Guadalupe according to the program guidelines attached to this **MOU**.

MOU ADMINISTRATION: In accordance with federal regulations, including the American Rescue Plan Act of 2021 and 2 CFR Part 200, the TOG and GCDC are responsible for ensuring the administration of the Program in accordance with all program requirements.

- A. Internal Controls - Town and GCDC shall utilize adequate internal controls and maintain necessary source documentation for all activity costs incurred. GCDC will be responsible for reporting all expenses and costs related to the program to the Town.
- B. Records Retention - Town and GCDC shall retain all records pertinent to this MOU for a period of five (5) years after the close of an activity.

- C. Activity Reports - **GCDC** shall submit reports required by any of the funding agencies including, but not limited to, activity setups, completion reports, reports of beneficiaries' demographics, and other reporting data.
- D. Audits and Inspections - Records with respect to any matters covered by this MOU shall be made available to the either party, or their designees, at any time during normal business hours as often as the parties deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

GENERAL PROVISIONS:

- A. This **MOU** may be amended at any time by either party providing both parties' consent. Amendments shall be filed with the original MOU.
- B. This **MOU** shall be governed by and construed in accordance with the laws off the State of Arizona and all applicable federal laws and regulations.
- C. The invalidity in whole or in part of any provision of this **MOU** shall not void or affect the validity of any other provision of this **MOU**.
- D. The **GCDC** shall not discriminate against any applicant, employee, or applicant for employment because of race, color, religion, sex, national origin, familial status, age or disability and shall take affirmative action to ensure that applicants for employment and employees are treated, during employment, without regard to their race, color, religion, sex, national origin, familial status, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship.
- E. The **Town** and **GCDC** administers all services in accordance with the Fair Housing Act.
- F. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
- G. The **Town** or **GCDC** may terminate this MOU for convenience. Both parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

MOU DOCUMENTS:

This MOU includes the following exhibits incorporated herein by reference:

- Exhibit "A": Scope of Work
- Exhibit "B": Budget
- Exhibit "C": Guadalupe Community Development Corporation Owner-Occupied Housing Rehabilitation Guidelines

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and day first above written.

Town of Guadalupe

Guadalupe Community Development Corporation

Valerie Molina, Mayor

Sally Gonzales, Board President

October 28, 2021

Date

Date

ATTEST:

ATTEST:

Jeff Kulaga, Town Manager / Clerk

Veronica Flores, Board Secretary

October 28, 2021

Date

Date

APPROVED AS TO FORM:

Barry Aylstock
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

Exhibit A Scope of Work

Agency: Guadalupe Community Development Corporation
Project Name: Owner-Occupied Housing Rehab

Description of Project:

Guadalupe Community Development Corporation (GCDC) will use funds provided by the Town of Guadalupe to operate an Owner-Occupied Housing Rehab within the incorporated town limits of the Town of Guadalupe. The funding for the program is available through the Pascua Yaqui Tribe and their federal allocation of American Rescue Plan Act ("ARP Act") Fiscal Recovery Funds provided to tribal governments to respond to the impact of COVID-19 and assist in efforts to contain COVID-19 in tribal communities, on tribal residents, and on tribal businesses.

Responsibilities of Guadalupe Community Development Corporation:

- General operations of the program
- Design of program guidelines
- Accept applications, review eligibility, and make recommendations for funding to Town Manager
- Create the scope of work and manage bid process with contractors or trades
- Commit funds through agreement with homeowner
- Oversee rehab work, inspections, and payments
- Resolving program complaints or disagreements between homeowners and contractors

Responsibilities of the Town of Guadalupe:

Mayor and Council:

- Approval of program policies

Town Manager or designee(s):

- Marketing of program in the community
- Approval of applications
- Payment of quarterly admin fees, project expenses, and wages

**Exhibit B
Budget**

Agency: Guadalupe Community Development Corporation (GCDC)

Project Name: Owner-Occupied Housing Rehab

Total Budget: \$346,961.00 (three hundred forty-six thousand, nine hundred sixty-one dollars)

Administrative Fee: \$50,000.00

Administrative fee to be paid to GCDC at the beginning of each quarter, \$12,500.00 (twelve thousand five hundred dollars) for one year, to cover administrative expenses including but not limited to: time of executive director to manage the program and staff, overhead costs, marketing costs, and other program costs.

Rehab Expenses: \$246,910.00

Actual rehab expenses allocated directly to a project will be reimbursed to GCDC at completion of each rehab project.

Staffing costs: \$50,000.00

Allowance for staffing of housing specialist and construction superintendent as defined in the program guidelines. Wages allocated to the program (if staff are utilized and paid for on other projects/programs) will be reimbursed monthly gross wages and employer-paid benefits and taxes.

Exhibit C
Owner-Occupied Housing Rehabilitation Guidelines

Guadalupe Community Development Corporation

Owner-Occupied Housing Rehabilitation Guidelines

Total Grant is approximately \$296,000 to be used for Rehab of owner-occupied homes in the Town of Guadalupe. Repairs can be up to \$15,000 for HVAC systems, plumbing and investigation of Lead-Based Paint in homes built before 1978. An Administrative Fee will be paid to Guadalupe Community Development Corporation for administration of the Rehab Program.



Section 1 – Program Design

A. INTRODUCTION

The Guadalupe Community Development Corporation (GCDC) adopts the following Housing Rehabilitation Guidelines to assist the Town of Guadalupe in administering the Housing Rehabilitation Program. This program is intended to provide safe and decent housing to Town of Guadalupe residents by offering funding options to assist homeowners with the rehabilitation or modification of their home.

B. PURPOSE (GOALS)

1. Eliminate health and safety hazards in homes.
2. Benefit very low and low-income residents.
3. Improve neighborhoods and encourage stability.
4. To secure a variety of funding sources to allow the implementation of a comprehensive rehabilitation program to bring all eligible properties into compliance with established local codes.
5. To promote cleanliness and pride of ownership.

C. TARGET AREA

The program is open to all homeowner residents who live within the incorporated boundaries of the Town of Guadalupe.

D. ELIGIBILITY REQUIREMENTS

To be eligible, the applicant and/or the property to be rehabilitated must meet the following criteria:

- Property must be located within the incorporated boundaries of the Town of Guadalupe.
- Property must be feasible for rehabilitation under the time and monetary constraints of the program.
- The property must be owner-occupied as a primary residence.
- Property must be free of liens that unduly restrict the marketable ownership interest, such as liens and non-occupants named on a deed.
- Applicants must have a verifiable income that falls below 80% of the area median income. Income verification is valid for a period of six (6) months. Upon expiration of income verification information, applicants must complete and submit a new income verification package.

- The applicant cannot have assets that total more than \$25,000 (e.g. cash, stocks, bonds, money market accounts, IRA, etc.) This is exclusive of the home they live in, two vehicles, and personal property necessary for daily living.
- Applicant must provide proof of current homeowner's insurance.
- Applicant must be current with their mortgage payments (if applicable) and taxes. Properties may be encumbered by a mortgage in first position so long as a financial institution or other such mortgage company holds that mortgage; however, there must be sufficient equity remaining to justify placing a lien for the rehabilitation deferred payment loan in second position. Properties encumbered by mortgages held by individuals or partnerships are not eligible for this program.
- Homes built within the last 15 years, as well as properties that have already received rehabilitation assistance from the Town and/or the Pascua Yaqui Tribe until after the expiration of prior forgivable loan periods have concluded, are ineligible for rehabilitation.
- Homes of historical value may only be eligible upon favorable review by the State Historic Preservation Office.
- Properties with a building code issue are generally not eligible for rehabilitation. However, if the issue is relating to a correctable building condition that funds can correct under the requirements of the program, then the property may be deemed eligible.

E. PREFERENCES

Preference will be given to households applying for funding that meet one of the following criteria:

1. Elderly (62 years of age or older);
2. Disabled (a legally recognized physical/mental/emotional condition that limits the performance of daily living skills); or
3. Have minor child(ren) age 17 and under related to head of household residing in the residence.

F. GRANT

Eligible applicants participate in the program by agreeing to and signing a Grant Agreement. The Grant Agreement has a recapture period of 5 years if the amount of the award does not exceed \$15,000 (inclusive of rehab services costs) and the home continues to be occupied by the owner or income-qualified immediate family member who has inherited the property. Any program income will be reinvested

into the housing rehabilitation program to be used for eligible activities in accordance with Town’s requirements.

G. FUNDING SOURCES

Funding sources come from a variety of Federal Funds, made available to Guadalupe Community Development Corporation. Program eligibility, including household income limits and repairs identified, etc. is based upon source of funding and program availability. Unless specifically stated to the contrary, comments contained in these guidelines are applicable to the funding source provided through the Town’s Guidelines.

H. MAXIMUM AMOUNT

The maximum investment for each project is stipulated under each grant program from which the funding is expended. This maximum may change with each funding year.

The program provides forgivable loans up to \$15,000 to rehabilitate homes to meet the local code. The program may provide forgivable loans up to \$15,000 (depending on available funding and the funding source).

J. TYPE OF ASSISTANCE

When a recipient elects to receive assistance in the form of a grant, the following recapture periods apply. The recapture period is based on the amount of funds invested in the assisted unit. Recipients may elect to have a recapture period that is longer than the required period below.

Under \$15,000	Recapture Period 5 years
\$15,000 or more	10 years

K. NON-DISCRIMINATION

Guadalupe Community Development Corporation, or any of its sub recipients, does not discriminate in any activity on the basis of race, color, religion, sex, disability, familial status, or national origin.

L. REHABILITATION STANDARDS

Properties that are deemed eligible for participation in this program shall be upgraded to conform to the most recent Town of Guadalupe Building Codes.

M. WEATHERIZATION AND ENERGY CONSERVATION

The Guadalupe Community Development Corporation will incorporate activities to

include green technologies and increase energy efficiencies thru Energy Star® requirements in order to promote energy efficiency, green building technologies and reduced emissions. Energy efficiency improvements may incorporate the following technologies and efficiencies based on type and need of unit:

- Replacement of inefficient mechanical systems such as HVAC systems and water heaters with Energy Star rated systems
- Mitigation of leaks in air delivery system
- Duct sealing
- Use of CFL light bulbs
- Installation of low flow water saving devices and plumbing repairs

N. LEAD-BASED PAINT

All homes constructed prior to 1978 will be presumed to contain lead-based paint. All rehabilitation work completed must comply with HUD's Lead Based Paint Regulation Requirements, 24 CFR Part 35. All contractors are required to have certification of the Lead Safe Work Practices Lead Based Paint training. Eligible participants will receive an informational pamphlet detailing the hazards of lead-based paint titled "Protect Your Family from Lead in Your Home" as well as the Lead Based Paint Notification for the homeowner's review and signature. The executed notification is retained in the homeowner/client's file and a copy is provided to the client. When lead based paint hazards are identified, they are treated by a certified lead-based paint risk assessment company. All brochures regarding lead-based paint hazards are available in alternate format for non-English, Spanish-speaking persons upon request.

O. ALLOWABLE IMPROVEMENTS

Any improvement required to bring the housing unit up to the Minimum Rehabilitation Standards is allowable if said improvements are economically feasible for the property. All improvements must be physically attached to the property and permanent in nature. No building additions is allowable improvements.

S. HOMEOWNERS INSURANCE AND FLOOD INSURANCE

Applicants must agree to maintain fire and extended coverage insurance in an amount sufficient to cover any and all mortgage obligations and indebtedness against the property.

When a property is located in a 100-year flood plain, the applicant will be required to carry the necessary flood insurance.

Section 2 – Marketing - To be completed by the Town of Guadalupe

A. OUTREACH TO APPLICANTS

Participation in the housing rehabilitation program is completely voluntary. Every possible effort is made to inform and promote program awareness to every segment of the community. Although word of mouth has been the strongest means of program promotion, flyers have also been developed and distributed in both English and Spanish.

All promotional materials and other marketing tasks are done by Town of Guadalupe staff whenever possible and on an ongoing basis. All marketing costs are within the approved funds budgeted amount. Other than the isolated contractual tasks, marketing on an ongoing basis is part of Town of Guadalupe services costs.

The Town of Guadalupe is responsible for the translation of the contents of any marketing materials. Outreach materials will include the appropriate fair housing and non-discrimination logos and/or clauses.

B. MARKETING METHODS

Town of Guadalupe uses several methods to promote the Housing Rehabilitation Program by using any or a combination of the following marketing tools:

- Brochures
- Town's Website
- Town's Newsletter
- Town's Marquee
- Direct marketing to neighborhoods (i.e.: walk-a-rounds, mailings, etc.)
- Distribution of marketing materials through a local network of human/social services agencies and at general posting locations throughout the Town

Town of Guadalupe makes every effort to promote program awareness to the general public by providing program information to local groups, community agencies and any other organizations that may be interested. The program is also available for review and comments to the general public at scheduled public hearings.

C. ACCESSIBILITY

Should an individual need assistance in preparation of an application or other housing related forms, assistance will be provided at no charge, through the GCDC's Housing Department.

The GCDC can be reached at 9241 S. Avenida Del Yaqui, Guadalupe, Arizona 85283. Assistance can also be requested at (480) 505-5378 or (480) 505-5379.

Section 3 – Staff Structure and Responsibilities

A. TITLES AND RESPONSIBILITIES

Services related to the Housing Rehabilitation Program will be completed by Guadalupe Community Development Corporation staff and/or professional service providers. Guadalupe Community Development Corporation Housing Rehabilitation Team is composed of the following:

- GCDC Executive Director: Provides oversight of the program and is responsible for the implementation of the program, expenditure of funds and compliance with program rules and regulations.
- Housing Specialist: Provides administrative services and directly oversees the Housing Rehabilitation Program including maintenance of original grant files; record keeping and financial records, and marketing. The Housing Coordinator is also responsible for development and maintenance of these Housing Rehabilitation Guidelines and various forms and files necessary to implement the project. Responsible for maintenance of the filing systems, completion of the overall project repairs. Maintains a ledger of expenses independent of the Town accounting system; periodically reconciles these sub-ledgers to Town ledgers, and processes grant reimbursements. Accepts and reviews initial intake applications, verifies income, case manages the files, and maintains a waiting list of applicants.
- Construction Superintendent: Assists in construction paperwork, deliveries, bid process with subcontractors, approval of housing plans and rehab constructions, as well as provides oversight of all on-the-job housing construction sites.

The Town of Guadalupe will not have day-to-day responsibilities for the program.

- Town of Guadalupe Mayor and Council: Provides approval of the Rehab Program and initial funding.
- Guadalupe Town Manager: Responsible for oversight of the program, approval of applications and uses of grant monies. Provides direction to GCDC concerning the goals of the program and receives periodic updates by GCDC staff regarding the program. Town Manager may appoint a designee to undertake any or all duties during the time of the MOU.

B. REPORTING STRUCTURE

The Housing Rehabilitation Program is administered by Guadalupe Community Development Corporation.

B. FUNDING

The Town of Guadalupe will provide funding to GCDC as specified in the budget in the MOU and according to the terms in the budget.

Section 4 – Application Process

A. APPLICATION PROCESS

Guadalupe Community Development Corporation's application process includes the following steps:

1. Applicant establishes contact with the GCDC for a pre-application. Pre-applications can be mailed or picked up at the Housing Department.
2. Upon receipt of the completed pre-application, GCDC will date stamp the application "received."
3. If eligible, the applicant will be notified in writing by GCDC of the pre-qualification.
4. Pre-qualified applicants will be added to GCDC's waiting list. Income eligible applicants will be prioritized on a first-come, first-served basis, unless the nature of the project constitutes an eminent threat to health or safety, as determined by the GCDC staff. Dependent upon funding and the size of the waiting list, applicants can experience long waiting periods for assistance.
5. Income-eligible, pre-qualified applicants will be contacted by GCDC to schedule an appointment for an initial property inspection.
6. If the initial property inspection deems the house feasible for rehabilitation, GCDC will notify the household of the additional information and verification needed to complete the application process.
7. Once the applicant gathers all required verification and submits to GCDC, an eligibility determination is made.
8. Eligibility determinations are made based on:
 - a. Family Eligibility - income and home ownership
 - b. Property - feasible for rehabilitation
9. All applications will be approved or denied by GCDC. GCDC staff are responsible for eligibility determination of each application.

Additional conditions prior to closing require that all property taxes are paid and that a homeowner's insurance policy is in effect. All housing beneficiaries will receive Homeownership Education by qualified Housing staff.

B. GENERAL REQUIREMENTS

Guadalupe Community Development Corporation will certify that Applicant(s) is the Owner of Record for the property listed on the application and it is their principal and only residence. All persons listed as Owners of Record will be considered

members of the household without regard to their actual place of residence. Any person residing in the home, regardless of relationship to the homeowner or lack thereof, shall be counted as a household member.

Required documentation includes but is not limited to the following (which must be current within the last six (6) months):

1. Proof of all household income
2. Social Security cards for all household members
3. Proof of disability
4. Proof of lawful presence
5. Signed release for income verification
6. Proof of property ownership
7. Proof that homeowner's insurance, property taxes and any/all special assessments are current
8. Evidence that household income is sufficient to maintain ownership

C. INCOME VERIFICATION

The definition of income is taken from 24 CFR Part 5. Gross Income will be used to calculate income for all members of the household. Required documents to verify income will include, but are not limited to:

1. Bank Statements, including checking and savings accounts.
2. Paycheck stubs including tips, commission and bonuses, and overtime.
3. Earned Interest and Assets: This amount is calculated into the income if over \$5,000. Eligible assets include but are not limited to Value of Stock, Life Insurance, 401K, interest, CD's, Real Estate, Personal property not including home.
4. Social Security.
5. Welfare Assistance.
6. Alimony and Child Support.
7. Minors' Income, specifically disability payments.
8. If self-employed, must include the past three (3) years income tax returns for net income.
9. Excluded items include earned income from minors (under age 18), educational income, food stamps, etc.

D. MEDIAN INCOME GUIDELINES

HUD income limits, which are calculated for metropolitan areas and counties in Arizona as well as the state as a whole, establish eligibility for a variety of housing programs. The HUD limits are based on median income figures, adjusted for family size and geographical variations in the cost of housing.

HUD updates the Median Income Guidelines on an annual basis. HUD considers families at 80 percent of the area median income level to be "low income" and families at 50 percent of the area median income level to be "very low income."

Section 5 – Inspection Process/Property Standards

A. INITIAL INSPECTION

The work to be undertaken through this program shall be determined through inspection by the Guadalupe Community Development Corporation Construction Superintendent. An activity schedule itemizing the necessary work will be prepared and will be the basis for bidding of the work. All of the completed work will meet applicable Town of Guadalupe Building Codes.

Repair of deficiencies that are discovered during the energy audit shall be included in the specifications for that project, and repairs shall meet the standards set forth in these Housing Rehabilitation Guidelines.

After the application has been received and applicant has been determined to fall within the income eligibility guidelines, Guadalupe Community Development Corporation staff will contact the applicant to schedule the initial property inspection. The applicant must be present during the inspection of the housing unit.

From the initial property inspection, a work write-up and cost estimate will be completed.

B. SCOPE OF WORK AND COST ESTIMATES

The scope of work and cost estimate is generated by Guadalupe Community Development Corporation after the initial inspection of the property/housing unit. The scope of work describes specific repairs and corrections to be made to the dwelling. Guadalupe Community Development Corporation staff and the homeowner must agree upon the deficiencies to be covered and the scope of work shall be agreed to by the homeowner.

Guadalupe Community Development Corporation staff will prepare a cost estimate for each individual dwelling based on scope of work and technical specifications as determined in the scope of work. The cost estimate will include all cost for materials and labor as well as cost for permits, clean-up, and overhead and profit.

The scope of work and cost estimates shall be included in the bid package and contract documents.

C. RELOCATION

Relocation may be provided if the repairs require that the plumbing and/or electricity is off for more than 8 hours. The applicant must make the registration for lodging in their own name for payment to be reimbursed with the Repair funding source.

Section 6 – Forms

A complete packet of forms utilized by Guadalupe Community Development Corporation are available upon request. Below is a partial list of forms used for the Housing Rehabilitation Program:

- Application and Certification
- Certification of Social Security Income
- Financial Statement (Low/Moderate Income)
- Permission to Release Information
- Verification of Employment
- Verification of Income
- Notification of Acceptance
- Disqualification Letter/Notice
- Work Write Up
- Acceptance of Work
- Order to Proceed
- Warranties
- Permit for construction from Town of Guadalupe with the fee waived by the town

Section 7 – Contractor Selection

A. REQUEST FOR BIDS/SOLICITATION

The Housing Program follows the Arizona and Town's Procurement Codes for procurement and contracting procedures. It is standard procedure to advertise for rehabilitation bids in the local newspaper, which is distributed to surrounding areas.

Guadalupe Community Development Corporation also keeps a list of qualified licensed and bonded contractors. These contractors are notified by mail, telephone or in person of any jobs that may be out to bid.

The program may advertise/solicit bids for more than one home project at a time, depending on caseload.

Every effort is made to obtain a minimum of three bids for each house. Minority, small business, and women owned firms (using MBE, WBE, etc.) are encouraged to bid on every job.

B. PRE-BID CONFERENCE

A mandatory pre-bid meeting will be scheduled prior to the acceptance of the bids to invite all potential contractors to the project site to review the project scope in order to offer an accurate quote. The pre-bid meeting will also be utilized to answer questions and offer information to the contractors and property owner.

C. BIDS/BID OPENINGS

Contractor's sealed bids must be received at the stated location and by the date and time indicated on the solicitation. **Any bid received after the date and time specified will not be considered.** Bids are opened at the time and date specified on the bid page. The sealed bid process will remain the same regardless of the

number of home projects out for bid.

If a contractor has not submitted verification of all licensing and insurance requirements and is the low bidder, they must be qualified before a contract will be awarded to them. Homeowners will be instructed to select the lowest responsive bid price. The homeowner may opt to pay the price difference between the low bid and the selected contractors bid price. The contract will be between the homeowner and the contractor. The Guadalupe Community Development Corporation and the Town will serve only as an administrator/financier to the contract.

D. CONTRACTOR VERIFICATION

Only qualified contractors are eligible to perform rehabilitation work under this program. All rehabilitation contractors must meet licensing requirements of the State, as well as minimum insurance requirements. The contractor must be a licensed contractor in the State of Arizona, hold a Town business license, be in good standing with the Registrar of Contractors, and not appear on the excluded parties listing. To obtain a business license with the Town of Guadalupe, a qualified rehabilitation contractor may contact and apply through the Town Clerk.

E. PRE-CONSTRUCTION CONFERENCE

Once bids are received a contractor will be selected. Before contracts are signed, a pre-construction conference will be required with the owner and contractor to review each and every item contained within the scope of work, inspection procedures, as well as start and completion dates.

F. CHANGE ORDERS

All change orders to the bid specification require the earliest prompt signature of the owner and Guadalupe Community Development Corporation staff, in order to become valid.

G. INSPECTIONS AND MONITORING

Guadalupe Community Development Corporation Staff will monitor all rehabilitation work during construction. If progress payments are called for in the contract, the homeowner and Guadalupe Community Development Corporation staff will make an inspection of the work outlined in the work write-up scheduled for completion before a progress payment will be made.

H. ACCEPTANCE OF WORK, GRIEVANCES AND QUALITY ASSURANCE

In the event of any dispute between the owner and the contractor concerning the completion of rehabilitation, Guadalupe Community Development Corporation staff will work with both parties to negotiate a satisfactory solution. If a solution cannot be arrived at, the Guadalupe Community Executive Director or his/her designee will be the final authority regarding when the job has been satisfactorily completed.

I. PAYMENTS AND WARRANTIES

Compensation for the work performed shall be paid in up to three (3) progress payments not to exceed ninety percent (90%) of the value of the work satisfactorily completed at the time of each payment request. Progress payments will be made after the work is inspected by the owner, the Rehab Specialist/Consultant and, if required, by the municipality inspector. Ten percent (10%) of the final contract amount will be held until after final acceptance of the work or until all call-back or punch list items have been corrected.

No payments shall be made to the contractors without written approval from Guadalupe Community Development Corporation staff, and the homeowner, with the exception of disputed discrepancies, which may be resolved and paid with the signature of the Housing Coordinator. The contractor shall warrant all work for a period of one (1) year or more, exclusive of the manufacturer's warranty, from the date on the approval of the final inspection, which will be signed by the homeowner and Guadalupe community Development Corporation staff. The contractor must submit all lien waivers, warranties/guarantees at completion.

When included in a project, warranties for all items such a new HVAC/hot water heater shall be given to the Housing Coordinator by the contractor(s). All warranties will be provided to the homeowner.

J. HOUSING MAINTENANCE AND HOMEOWNERSHIP EDUCATION

Each qualified applicant is counseled as to the rehabilitation program's operation and required forms. Throughout the eligibility process, homeowners are educated (as needed) about taxes, importance of timely mortgage payments, insurance, warranties, and the overall responsibilities of being a good homeowner.

Work write-up forms are acknowledged and signed by the homeowner. During the rehabilitation process, recipients are counseled on general housing maintenance and standard operation of all items being replaced/repared. At final inspection all warranties are given to the homeowner and any additional instructions or procedures discussed.

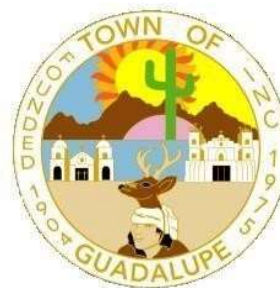
Section 8 – COMPLAINTS AND ADMINISTRATIVE PROCESSES

A. COMPLAINT PROCEDURES

Applicants, participants, or contractors may initiate a complaint by submitting concerns in writing to the Guadalupe Community Development Corporation at 9241 S. Avenida Del Yaqui, Guadalupe, Arizona 85283.

In the event of a disagreement between a homeowner and contractor with respect to rehabilitation work, Guadalupe Community Development Corporation will mediate all disputes.

If this arbitration is unsatisfactory, appeal may be made by either party to the Guadalupe Community Development Corporation Executive Director for determination. This appeal process does not preclude property owner and/or contractor from appealing to other parties they deem necessary (i.e. Guadalupe Community Development Corporation Executive Director).



Town of Guadalupe Request for Proposals

HOMELESSNESS SERVICES

PROPOSAL INSTRUCTIONS AVAILABLE: Friday, October 8, 2021, 10am

PROPOSALS DUE: Thursday, October 28, 2021, 4pm

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283

**TOWN OF GUADALUPE
REQUEST FOR PROPOSALS
HOMELESSNESS SERVICES**

Purpose

The Town of Guadalupe invites all interested firms to submit proposals to address unsheltered homelessness and the COVID-19 pandemic within the Town of Guadalupe. With the support of Mayor and Council, the Town of Guadalupe is looking for a progressive response to addressing unsheltered homelessness within the Town's boundaries. The population of unsheltered individuals within the Town has increased during the COVID-19 pandemic. Increases in resources dedicated to addressing the pandemic effects on the Town have allowed for an opportunity to expand the available resources and the network of providers into the community. Homeless individuals seeking assistance within the Town have limited local shelter and service options and many remain unsheltered. There are no emergency shelter or dedicated services within the Town limits. Therefore, the need for street outreach and navigation to nearby services has become more prevalent to provide the support needed to obtain permanent housing.

Only those Contractors that are identified through this RFP process as sufficiently qualified and experienced will be considered to provide the requested services for the Town.

All Request for Proposals responses must be submitted in a sealed package or emailed to:

Town of Guadalupe
9241 S. Avenida del Yaqui
Guadalupe, AZ 85283
Attn: Sara Farrar

or

sfarrar@guadalupeaz.org

NO LATER THAN OCTOBER 28, 2021, 4:00 P.M. MST

All requests for clarification, additional information, or appointments related to this RFP must be submitted in writing, fax, or email on or *before 4 pm on October 15, 2021, to:*

Sara Farrar
COVID-19 Response Project Manager
Telephone: (480) 505-5399
Fax: (480) 505-5368

sfarrar@guadalupeaz.org

Reservation of Rights

This RFP is issued to invite Proposers to submit information and/or Proposals. Issuance of this RFP in no way constitutes a commitment by the Town of Guadalupe to select a contractor and/or award a contract. The Town of Guadalupe reserves the right, without prejudice, to reject any or all Proposals not in compliance with the RFP specifications and may exercise the right to accept or reject any or all Proposals submitted. Acceptance of any quote with contractual terms is dependent on the Town's funding.

Background

Guadalupe is a Native American and Hispanic community of about 6,500 residents located between the cities of Phoenix and Tempe, at the base of South Mountain. The Town proudly maintains a strong cultural and ethnic identity. It is named after the Virgin of Guadalupe, the patron saint of Mexico.

Guadalupe was founded by the Yaqui Indians around the turn of the century. The Town of Guadalupe was incorporated in 1975 and is slightly less than one square mile in area. Guadalupe will remain this size since it is surrounded by man-made boundaries; Interstate 10 and the City of Phoenix on the west; the City of Tempe to the North and South; and by the Salt River Project's Highline Canal on the East.

This effort to address unsheltered homelessness within the Town of Guadalupe is funded with American Rescue Plan Act Federal funds intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The funds were provided to the Pascua Yaqui Tribe to address unforeseen needs and risks created by the COVID-19 public health emergency. The Tribe, in turn, has provided funds to the Town of Guadalupe to respond to the impact of COVID-19 and assist in efforts to contain and the pandemic and address effects on the community.

Homelessness is a crisis nationally and regionally. Available data show consistent annual increases in the number of unsheltered individuals living in streets, cars and parks. Regionally, there has been an 83% increase in unsheltered homelessness from 2017 to 2020, according to the annual Point-in-Time (PIT) count. During the January 2020 count, there were 3,767 unsheltered individuals counted in Maricopa County.

Within the boundaries of the Town, the PIT count in January 2020 was 22, increasing from 21 in 2019 and zero in 2017. That count does not reflect what is believed to be a larger increase, observed by Town employees, since the COVID-19 pandemic began shortly after the January 2020 PIT count.

Not only is the unsheltered homeless population in Guadalupe dealing with the lack of food and shelter, but without access to hygiene and sanitation facilities or connection to services and healthcare, they are at greater risk for infection.

Meanwhile, available emergency shelter, transitional and rapid rehousing, and permanent supportive housing options during 2020 were almost at maximum capacity, according to the 2020 Housing Inventory Count (HIC) for Maricopa County:

- 2,293 emergency shelter spaces available; 94% utilization
- 2,955 transitional and rapid rehousing units available; 89% utilization
- 5,657 permanent supportive housing; 96% utilization

The Town of Guadalupe is looking for proposals that offer services for residents within the Town boundaries currently experiencing unsheltered homelessness, including, but not limited to, those who are positive for COVID-19 and need access to medical care and a safe place to stay. Only one contractor will be awarded funding. Proposers may identify subcontractors or partners on the proposal, but only one contract will be executed by the Town.

I. Additional Proposal Authorities

Subcontracting Information

The selected Contractor shall be the prime contractor responsible to the Town of Guadalupe. Contractors may enter into subcontractor arrangements; however, Contractor should acknowledge in their proposal total responsibility for the entire contract, including payment of any and all charges resulting from the contract. If the Contractor intends to subcontract portions of the work, the Contractors should designate, in their response, the specific tasks to be performed by the subcontractors.

Costs Incurred in Preparation of Proposals

All costs directly or indirectly related to preparation of a proposals responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the Town in connection with this Request for Proposals, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the Town.

Ownership of Proposals

All materials submitted in response to this RFP become the property of the Town. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the Town and not returned to Proposers.

Proposals Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal. However, the Town reserves the right to reject a proposal if the Proposer's time period is unacceptable and the Proposer is unwilling to extend the validity of its proposals.

Proposers Inquiry Periods

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing by an authorized representative of the Proposer and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Inquiries shall not be entertained thereafter. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Proposers.

Changes, Addenda, Withdrawals

The Town reserves the right to change the schedule of events at any time. The Town also reserves the right to cancel or reissue the RFP. If the Proposer needs to submit changes, addenda or withdrawals, a written request signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section shall be submitted prior to the proposal opening, in a sealed envelope. Changes or addenda shall meet all requirements for the proposal.

Cancellation of RFP or Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the Town to award a contract. The Town reserves the right to accept and reject any or all proposals, or to cancel this RFP if in the best interest of the Town to do so.

Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposals.

DUNS Number and Registration on SAM.GOV

This project is funded with American Rescue Plan Act Federal funds intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic provided to the Pascua Yaqui Tribe to address unforeseen needs and risks created by the COVID-19 public health emergency. The Tribe, in turn, has provided funds to the Town of Guadalupe to respond to the impact of COVID-19 and assist in efforts to contain and pandemic and address effects on the community. In order to be eligible to be paid with Federal funds, the selected Contractor must be registered with the Federal government's SAM database, the primary database of vendors doing business with the federal government. This registration is sometimes referred to as "self-certifying" your small business. Federal Acquisitions Regulations (FAR) require all prospective vendors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Please indicate if your firm is already registered with sam.gov or not. If your firm is, please include your DUNs number.

Site Visit

There will not be a pre-proposal meeting but Proposers wishing to make a site visit to assist in preparing their proposal may do so. To arrange a site visit please contact Sara Farrar at 480-505-5399 or sfarrar@guadalupeaz.org. Please see the Schedule of events for the availability. Advance notice of 24 hours would be appreciated when scheduling a site visit but Town staff will do their best to accommodate any Proposer wishing to become familiar with the Town boundaries and the geography before submitting a proposal.

Schedule of Events

Event	Date & Time
RFP released	October 8, 2021, 10am
Site visits by appointment	October 11, 14, 18, by appointment only
Deadline for receiving proposers' written inquiries	October 15, 2021, 5pm
Deadline to issue answers proposers' written inquiries	October 19, 2021, 5pm
Deadline for submitting proposals	October 28, 2021, 4pm
Evaluation of Proposals	November 1-5
Notice of Intent to Award	November 10, 2021
Consideration of Award by Town Council	November 18, 2021

II. Proposer Requirements

The Town of Guadalupe expects all Proposers to sufficiently address the following terms within the submitted proposal:

1. Proposer must be registered on sam.gov and not be shown to be suspended, debarred or excluded from participating in a Federal contract and the time of the award of the proposal. Please include the firm's DUNS number on your proposal.
2. All work performed under this proposal must comply with all OSHA, local, state and federal codes relative to the type of work being performed.
3. Proposer must assume all responsibility for hiring, training, and discharging personnel; however, the Town reserves the right to request dismissal of any staff member from service.
4. Proposer may choose to partner with other agencies to perform some of the work, but partner(s) must be identified in the proposal.
5. It shall be the sole responsibility of the awarded contractor(s) performing services for this contract to safeguard their own materials, tools, and equipment. The Town shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
6. Agree to repair, at own expense, any damage caused to Town property.

III. Insurance

1. The Contractor shall not commence Work under this Contract until it has obtained all the insurance required hereunder from an insurer authorized to do business in the jurisdiction of the Work and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Prior to commencement of the Work, Contractor shall deliver to Owner a certificate of insurance evidencing all of the following coverages and naming Owner and its officers, board members, employees and agents as additional insureds. All insurance shall be occurrence based; claims-made policies are not permitted.
2. The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by the State of Arizona, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit a Certificate of Coverage verifying Workers' Compensation coverage prior to award of the Contract. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
3. During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.

4. During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.
5. Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the subcontractor (s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.

IV. Scope of Work and Requirements

The Town of Guadalupe is looking for a contractor able to address the needs of the unsheltered homeless within the Town's boundaries. The Town has not identified a scope of work, but rather looking to contractors experienced in this work, within the greater Phoenix area, other metropolitan areas, to propose strategies to address the unsheltered homeless population within Guadalupe. The proposals should include some or all the following strategies:

- outreach and engagement
- access to shelter housing and housing
- supportive services addressing healthcare and behavioral health
- access to supportive services to address substance use
- access to the Homeless Management Information System (HMIS)
- responsible to report into HMIS for Guadalupe specific project(s)
- resources for COVID-19 testing, vaccinations or treatment
- collaboration with other departments in the Town of Guadalupe including Guadalupe Fire Department and Maricopa County Sheriff's Office
- collaboration with other services offered by the Town of Guadalupe including food, water and produce

Proposal shall include:

The Town of Guadalupe is looking for proposals that will undertake a general assessment of need and recommend services to address those needs. The assessment should address the current situation and may offer prevention strategies and a forecast of future needs.

The proposal should also identify strategies and services to be undertaken to address the needs of the unsheltered homeless within the Town's boundaries and the services to be offered. Those services recommended should address residents within the Town boundaries currently experiencing unsheltered homelessness, including but not limited to those who are positive for COVID-19 and need

access to medical care, and need a safe place to stay. The Proposer should also address how the services will address the culture of the Town. The services offered may be based on resources available to the proposer through its staff, through partnership with other agencies, neighboring cities and in collaboration with Town departments, such as Town of Guadalupe Fire Department and the Maricopa County Sheriff's Office.

Term of the agreement:

Currently about \$325,000 in funding is available immediately and must be spent by June 30, 2023. Additional funds may be made available July 1, 2022, or after to continue the programming.

Cost:

The Proposal should include a budget to identify the proposed breakdown of how funds will be spent between the initial assessment, direct services, direct client expenses (if required in the Proposal) and administration costs.

Include in the proposal how the funding will be allocated and charged: level of service and rate. For example:

- *"20 hours per week of outreach services to be provided in the field at a rate of \$X per hour"*

V. To Be Included in the Proposal:

- A brief agency profile to include, but not limited to, headquarters' location, years of service in the greater Phoenix area, and other operating locations.
- A brief statement regarding the Proposer's understanding of the scope of work to be performed.
- The Proposal should address how the initial assessment will be carried out, what the services are proposed and how they may change based on the assessment, and how outcomes will be measured and reported.
- Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a Contractor is selected.
- Proposal should provide a budget identifying how funds will be allocated and spent, including a breakdown of cost for the initial assessment, direct services, direct client expenses (if required in the Proposal) and administration costs.
- If the Proposer intends to use a subcontractor(s) for some of the services, please include a brief agency profile of the subcontractor(s) to include, but not limited to, headquarters' location, years of service in the greater Phoenix area, and other operating locations, and their role in the scope of work proposed.
- The name, title, phone number and email address of the person to whom the Town may direct questions concerning the proposal.
- The proposal must be signed by an individual who is authorized to make proposals of this nature in the name of the agency.
- Proposal should include references from three (3) towns or cities or other agency for whom the proposer has similar done work within the last twelve (12) months. References should include the names, emails, and phone numbers of representatives that can be contacted regarding past work.

VI. Evaluation and Criteria Process

Staff will make a recommendation to the Town Council for their review and award of the contract. Staff will evaluate and rate each submittal based upon the following criteria:

- *How well does the response meet or exceed the requirements as specified in this RFP?*
- *Is it a complete solution?*
- *Does the solution appear to address the issues in a timely manner?*
- *Are the outcomes clear and measurable?*
- *Will the funds required provide the greatest value?*
- *Do the services offered fit into the agency's core competencies?*
- *Risk to Town of Guadalupe.*

VII. Inquiries

Inquiries regarding this RFP should be directed to:

Town of Guadalupe
 Attention: Sara Farrar
 9241 S Avenida del Yaqui
 Guadalupe, AZ 85283
 Phone: 480-505-5387
 Email: sfarrar@guadalupeaz.org

VIII. Submission Instructions

The Town reserves the right to request additional written or oral information to supplement all written statements of qualifications or proposals. Proposals must be received no later than October 28, 2021, at 4:00 p.m. via US Mail or email to:

Town of Guadalupe
 Attention: Sara Farrar
 9241 S Avenida del Yaqui
 Guadalupe, AZ 85283
 Email: sfarrar@guadalupeaz.org

IX. Public Records

All Proposals submitted in response to this RFP become the property of the Town of Guadalupe, and under the Arizona Public Records Act (PRA), the records of local agencies are generally available to the public upon request. The Proposal you submit will become a public document after it is officially awarded, and any related contract will be a public document.

The PRA allows the Town to withhold documents, or parts of documents that reveal trade secrets or information that is confidential or proprietary, or information that would invade personal privacy.

If you believe that portions of your proposal includes such information, you must specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which you believe to be protected from disclosure, and include specific detailed reasons, including any relevant legal authority, stating why it is not to be made public. The Town of Guadalupe reserves the right to make the final determination of whether to withhold or produce a document or portion of a document in response to a PRA request.

X. Contract Award and Execution

The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the agency can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the Town.

The Town reserves the right to request clarification of information submitted and to request additional information from any proposer.

The general conditions and specifications of the RFP and as proposed by the Town and the successful agency's response, as amended by agreements between the Town and the agency, will become part of the contract documents. Additionally, the Town will verify agency representations that appear in the proposal. Failure of the agency's products to meet the mandatory specifications may result in elimination of the agency from competition or in contract cancellation or termination.

The selected agency will be expected to enter into a contract with the Town. The Town reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Town Attorney.

XI. Equal Opportunity Compliance

The Town is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

XII. Debarment and Suspension

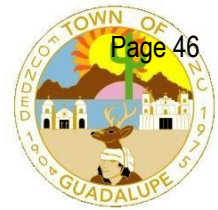
Applicable to all contracts. The Proposer hereby certifies, to the best of his or her knowledge and belief, that no parties to this contract have been listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XIII. Other Compliance Requirements

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

XIV. Confidentiality of Information

All information and data furnished to the Proposer by the Town, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the Town. Any oral or written disclosure to unauthorized individuals is prohibited.



Town of Guadalupe

TRIBAL GAMING REVENUE SHARING – SUPPORT LETTER REQUEST FORM

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

CRITERIA:

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

DEADLINE:

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

ENTITY	GRANT APPLICATION DEADLINE*	DEADLINE TO SUBMIT REQUEST FOR LETTER OF SUPPORT*	SELECT ENTITY √
Ak-Chin Indian Community	July 9	June 9	
Fort McDowell Yavapai Nation	May 1	March 30	
Gila River Indian Community	April 2	March 3	
Pascua Yaqui Tribe	May 31 / Nov. 30	May 1 / Oct. 30	
Tohono O’odham Nation	June 11	May 12	

**Exact dates may vary by year.*

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

Please complete the information below and submit no less than 30 days prior to the grant application deadline. Submit via email to: clerk@guadalupeaz.org.

Organization: _____ Date: _____

Contact: _____ Phone: _____ Email: _____

Name of program for which the grant funds will be used: _____

Briefly describe what the grant funds will be used for: _____

How will the program benefit the Guadalupe community? _____

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

RESOLUTION NO. R2021.24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GUADALUPE, ARIZONA, AUTHORIZING THE MAYOR, OR DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHANDLER, ARIZONA, FOR THE CHANDLER FIRE DEPARTMENT TO PROVIDE FIRE SERVICE TRAINING AND INTERGOVERNMENTAL COOPERATION IN PUBLIC SAFETY AREAS.

BE IT RESOLVED by the Town Council of the Town of Guadalupe, Arizona, as follows:

WHEREAS, the City of Chandler and the Town of Guadalupe both operate fire departments for their respective jurisdictions; and

WHEREAS, both the Chandler Fire Department (CFD) and the Guadalupe Fire Department (GFD) have the obligation to train their personnel; and

WHEREAS, the Chandler Fire Department and Guadalupe Fire Departments' personnel provide mutual assistance to one another with respect to emergencies; and

WHEREAS, such mutual assistance will be more effective and efficient if the respective Fire Departments' personnel are jointly trained; and

WHEREAS, Chandler's Public Safety Training Center is large enough to accommodate the training of fire department personnel from both CFD and GFD; and

WHEREAS, the cost of personnel training will be reduced for both the CFD and the GFD if joint training is provided at the Chandler Public Safety Training Center; and

WHEREAS, Arizona Revised Statutes, Section 11-951, et. seq., provides that public agencies may enter into intergovernmental agreements for the provision of services, or for joint or cooperative action; and

WHEREAS, the GFD wishes to enter into this IGA to improve its capabilities thereby directly advancing the Town of Guadalupe's interest in protecting the health, safety and welfare of its citizens.

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

Approve the intergovernmental agreement, by reference, (Exhibit A – Contract #2021-63), with the City of Chandler for the provision of fire service training by the Chandler Fire Department.

PASSED and adopted by the Town Council of the Town of Guadalupe, Arizona, this 28th day of October, 2021.

Valerie Molina
Mayor

APPROVED AS TO FORM:

ATTEST:

Jeff Kulaga
Town Manager / Clerk

Barry Aylstock
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

C2021-64

(Exhibit A)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is made and entered into this day of 28TH October, 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("Chandler") and the Town of Guadalupe, an Arizona Municipal Corporation ("Guadalupe"), collectively referred to in this IGA as the "parties".

RECITALS:

WHEREAS, the City of Chandler and the Town of Guadalupe both operate fire departments for their respective jurisdictions; and

WHEREAS, both the Chandler Fire Department (CFD) and the Guadalupe Fire Department (GFD) have the obligation to train their personnel; and

WHEREAS, the Chandler Fire Department and Guadalupe Fire Departments' personnel provide mutual assistance to one another with respect to emergencies; and

WHEREAS, such mutual assistance will be more effective and efficient if the respective Fire Departments' personnel are jointly trained; and

WHEREAS, Chandler's Public Safety Training Center is large enough to accommodate the training of fire department personnel from both CFD and GFD; and

WHEREAS, the cost of personnel training will be reduced for both the CFD and the GFD if joint training is provided at the Chandler Public Safety Training Center; and

WHEREAS, Arizona Revised Statutes, Section 11-951, et. seq., provides that public agencies may enter into intergovernmental agreements for the provision of services, or for joint or cooperative action; and

WHEREAS, the GFD wishes to enter into this IGA to improve its capabilities thereby directly advancing the Town of Guadalupe's interest in protecting the health, safety and welfare of its citizens.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this IGA and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1.0 Joint Training.

1.1 Agreement to Jointly Train. CFD and GFD agree to jointly train their respective fire department personnel in accordance with the terms and conditions of this IGA.

1.2 Schedule. CFD will use its best efforts to notify GFD of the time and date set for its trainings, and the topic of each such training, no less than fourteen (14) calendar days before the scheduled training event.

1.3 Training Topics. Training topics could include blood borne pathogens, electrical safety, confined space entry, flashover training, hazardous materials response, technical rescue, hose placement, ladder use and pharmacology. Other subjects will be included as necessary and GFD will be given the opportunity to suggest additional topics.

1.4 Training Location. Unless otherwise agreed to by the parties, all training pursuant to the IGA will be conducted at the Chandler Public Safety Training Center located at 3550 South Dobson Road, Chandler, Arizona.

1.5 GFD Personnel. GFD will send only GFD personnel to trainings scheduled pursuant to this IGA. Upon the request of GFD, CFD shall identify the number of spaces available to GFD personnel based on its estimate of the number of CFD personnel to be in attendance, the availability of funds for consumable items and capacity limits associated with the subject matter or topic of the training.

1.6 GFD Instructors. Nothing in this IGA shall be deemed to preclude CFD and GFD from agreeing to have GFD instructors cover some training topics. This provision, however, will not impact any aspect of Paragraph 2.1.

1.7 Use of Facility. GFD agrees to abide by all rules and regulations for use of the Chandler Public Safety Training Center, either written or oral, as provided by the appropriate representatives of the CFD.

2.0 Financial Aspects of Joint Training.

2.1 The Guadalupe Fire Department's Contribution. The GFD total contribution shall be equal to Four Hundred Dollars (\$400) per sworn firefighter employed by GFD as of the Effective Date and each anniversary of that date for the term of this IGA but not to exceed ninety (90) firefighters annually. Within thirty (30) calendar days of the Effective Date, and thirty (30) calendar days prior to the Effective Date anniversary of each year in the Term of this IGA, GFD shall submit written verification of the number of sworn firefighters to be employed by GFD on October 1st of the particular calendar year. Once this written verification is received by the CFD Training Division, GFD will be invoiced for the total contribution amount for the current fiscal year. Payment for this IGA will be due thirty (30) calendar days after submission of invoice to GFD.

3.0 General Provisions.

3.1 Term. Once both parties have executed this IGA, the term of the IGA shall commence on January 1, 2022, and, unless renewed, amended, or terminated early, expire on December 31, 2022. If the parties renew this IGA, in accordance with Subparagraph 3.1.1., the use of the word "Term" in this IGA shall include any renewal term periods as well as the original one-year Term established in this Paragraph 3.1.

3.1.1 Automatic Renewal. This IGA shall automatically renew for ten (10) additional one (1) year terms unless one of the parties notifies the other, at least 90 calendar days prior to end of the Term, of its intent to let the IGA expire.

3.1.2 Early Termination. Either party may terminate this IGA by providing notice to the other at least ninety (90) calendar days prior to the date the terminating party intends for the IGA is to be terminated. If Chandler terminates prior to the end of the Term, it will refund the GFD's payment made in accordance with Paragraph 2 on a pro-rata basis based on the number of calendar months remaining in the anniversary year of the Term in which the termination is made. If the GFD terminates prior to the end of the Term, no refund of the payment amount made in accordance with Paragraph 2 will be made. No refunds shall be made if GFD reduces its number of personnel during any anniversary year of the Term after payment has been made.

3.2 Meetings. Representatives from CFD and the GFD will meet no less than once per year to discuss the mechanics of this IGA. The parties shall operate in good faith and will be responsive to any reasonable request of the other to meet to discuss matters covered by this IGA in addition to the minimum once per year meeting required.

3.3 IGA Not Exclusive. Nothing in this IGA shall prevent either CFD or the GFD from entering other agreements regarding the training, or joint training, of their respective fire department personnel.

3.4 Notice and Opportunity to Cure. Unless a breach of, or default under, this IGA will result in an imminent threat to public health, safety and welfare; the non-defaulting party shall provide the defaulting party written notice of the alleged breach or default and a reasonable opportunity to cure such breach or default prior to such breach or default becoming actionable.

3.5 Dispute Resolution. Prior to conducting any litigation relating to this IGA, CFD and the GFD shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this IGA or the breach, termination, interpretation or validity hereof (a "Dispute").

3.6 IGA Indemnification. The GFD shall indemnify and hold harmless Chandler, its officers, agents and employees from and against claims or expenses, including penalties and assessments and attorney's fees to which they or any of them may be subjected by reason of injury or death of any person, including the employees, agents and invitees of the GFD, or loss or damage to any property contributed to or caused by the active or passive negligence of the GFD, its agents, servants, employees, contractors or subcontractors in the activities described in this IGA or in connection therewith. In case any suit or other proceeding shall be brought on account thereof, the GFD, at the request of Chandler, will assume the defense at the GFD's own expense and will pay all judgments rendered therein. The provisions of this Subparagraph 3.6 shall survive termination of this IGA.

The CFD shall indemnify and hold harmless the Town of Guadalupe, its officers, agents and employees from and against claims or expenses, including penalties and assessments and attorney's fees to which they or any of them may be subjected by reason of injury or death of any person, including the employees, agents and invitees of the CFD, or loss or damage to any property contributed to or caused by the active or passive negligence of the CFD, its agents, servants, employees, contractors or subcontractors in the activities described in this IGA or in connection therewith. In case any suit or other proceeding shall be brought on account thereof, the CFD, at the request of Guadalupe, will assume the defense at the CFD's own expense and will pay all judgments rendered therein. The provisions of this Subparagraph 3.6 shall survive termination of this IGA.

3.7 Notices. Unless otherwise provided in this IGA, all notices, demands, requests, consents, approvals and other communications (collectively, "Notices") required hereunder shall be given by certified U.S. mail, postage prepaid or personally delivered, against receipted copy, at the address set forth below or at such other address as either party shall, from time to time, designate in writing to the other by notice given in the same manner specified in this paragraph. Notices shall be deemed received upon receipt, which shall be evidenced by a receipted copy (in the case of notices that are personally delivered), or as evidenced by the postal service receipt.

If to Chandler:

Chandler Fire Department
Attn: Fire Chief, Tom Dwiggin
151 East Boston Street
Chandler, Arizona 85225

If to the Guadalupe Fire Department:

Guadalupe Fire Department
Attn: Fire Chief, Wayne Clement
8413 South Avenida Del Yaqui
Guadalupe, AZ 85283

4.0 Miscellaneous.

4.1 Entire Agreement. This IGA constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

4.2 Amendments. Any amendment to or variation from the terms of this IGA shall be in writing and shall become effective only after approval of both parties.

4.3 Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original but which, when taken together, shall constitute one and the same instrument.

4.4 Cancellation. Each party acknowledges that this Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

4.5 Good Standing Authority. Each of the parties represents and warrants to the other that it is duly formed and validly existing under the law of Arizona and that the individual(s) executing this IGA on behalf of their respective party is authorized and empowered to bind the party on whose behalf each such individual signing.

4.6 Default and Remedies. In the event that a party is in default hereunder, the other party shall have all remedies available to them at law or in equity (including expedited equitable relief) whether under this IGA or otherwise. The duties and obligations imposed by this IGA and the rights and remedies available hereunder shall be in addition to and not a waiver or limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or equity.

4.7 Waiver. No waiver by any party of a breach of any of the terms or conditions of this IGA shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other terms or condition contained herein.

4.8 Non-Agents. This IGA does not create a principal/agent relationship or employer/employee relationship between the parties and neither party is hereby authorized to incur costs, expenses or other obligations on behalf of the other party. The parties agree that their respective employees are not under the jurisdiction or control of the other party for purposes of § 23-1022.

4.9 Successors and Assigns. This IGA shall be binding upon, inure to the benefit of and be enforceable by and against the Parties to this IGA and their respective heirs, executors, administrators, personal representatives, successors and assigns.

4.10 Interpretations and Definitions. The Parties agree that each Party and its counsel have reviewed and revised this IGA and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this IGA.

IN WITNESS WHEREOF, the parties have executed this IGA by signing their names on the day and date first written above.

Chandler,
City of Chandler, an Arizona
Municipal Corporation

Guadalupe,
Town of Guadalupe, an Arizona
Municipal Corporation

By _____

By _____

Its _____

Its Valerie Molina, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Barry Aylstock
FAITH, LEDYARD & FAITH, PLC
Town Attorneys

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Jeff Kulaga, Town Manager / Clerk

National Opioids Settlements
P.O. Box 43196
Providence, RI 02940-3196



NPD

36



122810002176

Postal Service: Please do not mark barcode

NPD AA-196-824

Ledyard Attorney for Guadalupe

919 N Dysart Rd Ste F

Avondale, AZ 85323

TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Arizona has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Arizona has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

A vast majority of states have joined the Settlements and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs’ Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation (“MDL”) pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of “incentive payments,” *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to “opt in” to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General’s Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing and submitting electronically using DocuSign.

We urge you to view the national settlement website and Arizona’s state-specific website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

RECEIVED SEP 22 2021



MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona
CIVIL LITIGATION DIVISION

September 20, 2021

D. Ledyard - Attorney for Guadalupe
Town of Guadalupe
919 N Dysart Rd Ste F
Avondale, AZ 85323
dledyard@faithlaw.com

Via U.S. Mail and Email

Re: National Opioid Settlements

Dear County, City & Town Leaders:

Late last year, I wrote requesting your participation in the *One Arizona Opioid Settlement Memorandum of Understanding* (the “*One Arizona Plan*” or “MOU”), an innovative plan and national model that created a common-sense structure for distributing opioid settlement funds fairly and effectively throughout Arizona’s communities. Recognizing the importance of ensuring that monies from opioids settlements be maximized and distributed expeditiously to ameliorate the opioid epidemic, every county and 90 of 91 cities and towns signed on to the *One Arizona Plan*.

After much hard work and years of negotiations, significant opioids actions have reached proposed final settlements. The first is a global settlement with three opioid distributors—McKesson, AmerisourceBergen, and Cardinal (“the Distributors Settlement”). The second is with opioid manufacturer Johnson & Johnson (“the J&J Settlement”). If these settlements are finalized, Arizona will receive up to \$549 million from the settlements, with the monies to be used for opioid treatment, prevention, and education. Arizona counties, cities and towns can participate in these settlements, regardless of whether they filed a lawsuit.

I, on behalf of the State, have formally indicated the State’s conditional approval for the proposed Distributors & J&J Settlements. The next phase for both settlements consists of subdivision sign-on, which must be concluded before January 2, 2022. You should be receiving notice directly from the national settlement administrators for both settlements in the near future. **The total amount of money that Arizonans receive is dependent upon the number of local governments that participate. Accordingly, it is imperative that your political subdivision respond to that notice and join our efforts.** If enough subdivisions participate in Arizona and across the nation (called “critical mass”), then both settlements will be finalized.

National Opioid Settlements
 September 20, 2021
 Page 2 of 3

With these proposed settlements pending, it is now time to update and finalize the *One Arizona Plan* into a binding distribution agreement. This will ensure Arizona's ability to participate in the national settlements and facilitate funding to the State and local governments as quickly as possible. The enclosed One Arizona Distribution of Opioid Settlement Funds Agreement ("the *One Arizona Opioid Agreement*") accomplishes this goal. All of the material principles of the MOU remain the same:

- A 44/56 split between the State and Local Governments, respectively;
- Requirements that (1) the money be used to combat the opioid epidemic, in accord with the approved purposes in Exhibit A to the One Arizona Opioid Agreement and that (2) basic reciprocal reports be made;
- Allocations developed in the national opioids litigation that are based on data regarding opioid use disorder rates, opioid deaths and the amount and potency of opioids shipped to your community, as well as historical spending by each city and town on opioid abatement. (The allocations made in the One Arizona Plan remain the same in the One Arizona Distribution Agreement.)
- Local governments empowered to use settlement resources for their constituents without state authorization of local government spending.

Updates to the *One Arizona Plan*:

- Allowing the national settlement administrator for each settlement to send the funds to the State and subdivisions directly, which would avoid the expense of hiring a separate trustee.
- If the federal government claims some of the settlement funds under federal law, the claimed funds will come from the total settlement funds before any allocation to the State and the subdivisions.
- A parity provision wherein any State uncovered outside counsel fees in the Purdue bankruptcy matter will be covered from the gross proceeds of any funds flowing to the state.
- Clarifying that any Arizona governmental entity will not receive money from a settlement unless they sign on to that settlement.
- Pursuant to a request from outside counsel for the subdivisions, changes clarifying the mechanisms for any subdivision outside counsel to receive their fees.

Together, we can maximize critically needed resources to assist Arizonans impacted by the opioid crisis. That is why, as we have discussed before, 100% participation among counties, cities and towns is essential. Review the *One Arizona Opioid Agreement* with your legal counsel, and execute the Agreement in the space provided.

Once completed, please return your *One Arizona Opioid Agreement* signature page to my office, to the attention of SherryAnn.Patrick@azag.gov or mail it to her at the address listed below, by November 10, 2021. If you have any substantive questions, please contact Section Chief Leslie Kyman Cooper at Leslie.Cooper@azag.gov, or Unit Chief Matthew du Mée at Matthew.duMee@azag.gov.

National Opioid Settlements
September 20, 2021
Page 3 of 3

Please note that signing the *One Arizona Opioid Agreement* does **not** mean your political subdivision has signed the two pending settlement agreements with the Distributors and J&J. You will need to sign both agreements separately as instructed by the notice you will receive from the national settlement administrator.

The deadline to submit your *One Arizona Opioid Agreement* signature page to my office is November 10, 2021. The deadline to submit your signature pages for the Distributors Settlement and J&J Settlement is January 2, 2022.

Sincerely,



Mark Brnovich
Attorney General

Enclosures:

One Arizona Distribution of Opioid Settlement Funds Agreement

cc: Joseph Sciarrotta, AGO Civil Litigation Division Chief Counsel
Leslie Kyman Cooper, AGO Consumer Protection & Advocacy Section Chief Counsel
Matthew du Mée, AGO Consumer Litigation Unit Chief Counsel
Tom Belshe, Executive Director – League of Arizona Cities and Towns

C2020-52A

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement (“Agreement”) to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Contingency Fee Fund” shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.¹
3. “J&J” shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

¹ Text of both settlements available at <https://nationalopioidsettlement.com>.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.
6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).
7. "Parties" shall mean the State and the Participating Local Governments.
8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.
11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.
12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.
4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").²
2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

² This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.
9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.
10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.³
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.
2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.⁴

³ Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

⁴ This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.⁵ In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").
4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.
5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").
6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.
7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

⁵ The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.⁶ The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.⁷ For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.
5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

⁶ Text of settlement available at <https://nationalopioidsettlement.com>.

⁷ Text of settlement available at <https://nationalopioidsettlement.com>.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.
4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

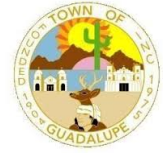
H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this _____ day of _____, 2021.

ARIZONA ATTORNEY GENERAL

Mark Brnovich



Pages 10 – 17 and Pages 19 – 26 are blank signature pages for other Arizona cities and towns; and, intentionally omitted.

MARICOPA COUNTY

GILBERT TOWN

By: _____
Its: _____

GLENDALE CITY

By: _____
Its: _____

GOODYEAR CITY

By: _____
Its: _____

GUADALUPE TOWN

By: Valerie Molina
Its: Mayor

LITCHFIELD PARK CITY

By: _____
Its: _____

MESA CITY

By: _____
Its: _____

PARADISE VALLEY TOWN

By: _____
Its: _____

PEORIA CITY

By: _____
Its: _____

PHOENIX CITY

By: _____
Its: _____

QUEEN CREEK TOWN

By: _____
Its: _____

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C						
Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending	
APACHE COUNTY						
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%	
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%	
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%	
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%	
COCHISE COUNTY						
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%	
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%	
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%	
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%	
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%	
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%	
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%	
WILCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%	
COCONINO COUNTY						
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%	
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%	
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%	
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%	
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%	
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%	
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%	
GILA COUNTY						
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%	
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%	

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

STATE SHARED REVENUE

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October 2021

The estimate of shared revenues for each city and town for Fiscal Year 2021-2022 is set forth in this report. We obtained the total dollar figures subject to distribution from the Arizona Department of Transportation (ADOT) and the Arizona Department of Revenue (ADOR). Please recognize that the distribution figures for TPT, VLT, and HURF are estimates, so the total distribution amounts are subject to change depending on actual collections.

Population Figures for Shared Revenue Estimates

As directed by statute, the population figures used to distribute state shared revenues for FY 2021-2022 are based on the official U.S. Census Bureau 2020 Decennial Census populations as of April 1, 2020. However, due to the extended delay by the Census Bureau in releasing the official 2020 census results, the July 2019 Population Estimates (used to distribute shared revenues last fiscal year) continued to be used to allocate shared revenues during July and August of this fiscal year. The distribution figures in this report have been updated from the March report, replacing the July 2019 Population Estimates with the official 2020 Decennial Census populations. These numbers are the shared revenues each city and town could have expected if the 2020 Census populations were used for the full year.

As of this report, we have confirmed that all shared revenue sources are using the 2020 Decennial Census Population figures for allocation purposes. TPT began using the new populations in late August, while URS, VLT, and HURF began reflecting the new population numbers in their respective September distributions. You will see the 2020 Decennial Census populations for all cities and towns vary from the 2019 Estimate figure, and some of the differences are significantly higher or lower. It is our understanding that ADOR and ADOT do not plan to adjust future distributions to account for potential over or under payments made using the 2019 populations to calculate July and August distributions. Given that most of these distributions are based on estimated collections and actual collections continue to outpace those earlier estimates, we do not anticipate any shortfall in total distributions over the course of the year.

For information purposes only, a chart that shows the net impact by city/town as a result of switching the basis from the 2019 population estimates to the 2020 Decennial Census populations is included at the end of this report. This chart indicates the total change in allocations over a full year due to changing the population figure used. However, given the original estimates were only used for two of the twelve months, coupled with volatility in actual revenue collections to be distributed (aside from URS), it does not necessarily reflect the actual net change in revenues you will receive over the balance of this fiscal year. We recommend monitoring your current shared revenue receipts from each source (beginning with September) to more accurately extrapolate your expected shared revenues for the balance of this year.



U.S. Census Bureau Populations	2019	2020
Designated Population for TPT/HURF/VLT:	5,791,407	5,728,859
Designated Population for URS:	5,797,144	5,735,279

Shared Revenue Estimates by Tax Type

The tables found in this report list the distribution of revenue to each city and town from the Vehicle License Tax (VLT), Highway User Revenue Fund (HURF), State Transaction Privilege Tax (TPT) and State income tax (URS).

Vehicle License Tax (VLT) – Approximately 20% of the revenues collected by ADOT for the licensing of motor vehicles are distributed to cities and towns. A city or town receives its share of the vehicle license tax collections in its county based on its population in relation to the total incorporated population of its county. These monies are distributed on a monthly basis and may be expended for any municipal public purpose. The ADOT estimate of the cities VLT distribution for FY 2021-2022 is \$290,379,000, approximately 1.6% higher than last year's estimate of \$285,800,000.

Highway User Revenue Fund (HURF) – This is sometimes referred to as the gas tax, but there are a number of additional transportation related fees, including a portion of VLT revenues, that are placed in the Highway User Revenue Fund. HURF money can only be used for street and highway expenditures. Cities and towns receive 27.5% of the total collections. One-half of the monies that a city or town receives under this formula is distributed on the basis of the municipality's population in relation to the population of all incorporated cities and towns. The remaining half is allocated on the basis of "county of origin" of gasoline sales and the relation of a municipality's population to the population of all incorporated cities and towns in their county. These monies are distributed on a monthly basis. The FY 2021-2022 HURF estimate provided by ADOT is \$423,959,000, approximately (3.8%) lower than last year's figure of \$440,506,000. This drop in shared revenue was expected in light of the impact the pandemic had on many commuters and the gradual decline in annual gasoline sales in general.

** For the current year only, the legislature allocated an additional one-time payment of HURF to compensate for a reduction in collections related to rental vehicles. The total distribution to cities and towns is \$674,849.99 and is identified by city and town in a separate table at the end of this report. These funds are subject to the same restrictions as regular HURF revenues, and should already have been received in a separate payment in September.

Note: The HURF distribution estimates discussed here and shown on the attached table do not include the additional 3% of all collections reserved for those cities with populations over 300,000.

State Transaction Privilege Tax (TPT) – Cities and towns share in a portion of the state TPT collection total, but do not receive a share of state Use tax collections. Each tax classification has a designated sharing percentage that goes into the distribution base, and cities receive 25% of the base. A municipality receives its share of the state shared TPT based on the relation of its population to the total population of all incorporated cities and towns in the state. Shared TPT is distributed on a semi-monthly basis and may be expended for any municipal public purpose. The FY 2021-2022 ADOR estimate for state shared TPT is \$680,000,000, approximately 29.5% higher than the estimated amount of \$525,000,000 provided in our final report last year. Please note that last year's original estimate of \$642 million was significantly reduced in May to approximate the unknown impact of the pandemic, but the reduced estimate was made long before any reliable data was available. Actual revenues came in much stronger than anticipated, so the sharp percentage increase here is not indicative of a true increase in revenues year over year.

State Income Tax (URS) – Cities and towns receive 15% of the total state income tax collected during a fiscal year. The annual amount of urban revenue sharing money distributed is based on income tax collections during the fiscal year two years prior to the year in which the city or town receives the funds. URS is distributed monthly and can be used for any municipal purpose. This money is distributed to a city or town based on its population in relation to the total population of all incorporated cities and towns in the state. The ADOR estimate for state income tax is \$756,388,000, approximately (8.7%) lower than last year's estimate of \$828,492,858. (Note: This is the lone shared revenue type that will likely remain unchanged because it is based on collections from two years ago, subject to slight changes due to various adjustments such as late refunds, court decisions, etc.)

In summary, the total estimated shared revenues for distribution to cities and towns in Fiscal Year 2021-2022 based on the current state laws are as follows:

Vehicle License Tax	\$290,379,000
Highway User Revenue Fund	\$423,959,000
State Transaction Privilege Tax	\$680,000,000
State Income Tax	\$756,388,000

Please recognize there is always the possibility an unforeseen circumstance could significantly alter these forecasts. If there are any noteworthy changes to any of these numbers, we will deliver revised estimates to you as quickly as possible. If you have any questions, please give us a call.

State Shared Revenue is published annually by the League of Arizona Cities and Towns,
1820 W. Washington Street, Phoenix, AZ 85007
Phone: (602) 258-5786;
Fax: (602) 253-3874;
Email: league@azleague.org;

CITY/TOWN	2020 Decennial Census Population	VLT	HURF	TPT (SALES TAX)	URS (INCOME TAX)
APACHE JUNCTION	38,499	\$2,709,264	\$3,168,490	\$4,569,727	\$5,077,378
AVONDALE	89,334	\$4,196,400	\$6,013,053	\$10,603,703	\$11,781,670
BENSON	5,355	\$312,915	\$475,889	\$635,624	\$706,236
BISBEE	4,923	\$287,672	\$437,498	\$584,347	\$649,262
BUCKEYE	91,502	\$4,298,240	\$6,158,981	\$10,861,039	\$12,067,593
BULLHEAD CITY	41,348	\$2,967,984	\$4,116,965	\$4,907,895	\$5,453,114
CAMP VERDE	12,147	\$912,252	\$1,043,731	\$1,441,816	\$1,601,987
CAREFREE	3,690	\$173,335	\$248,373	\$437,993	\$486,650
CASA GRANDE	53,658	\$3,776,038	\$4,416,085	\$6,369,059	\$7,076,599
CAVE CREEK	4,892	\$229,798	\$329,280	\$580,667	\$645,174
CHANDLER	275,987	\$12,964,290	\$18,576,629	\$32,758,907	\$36,398,099
CHINO VALLEY	13,020	\$977,816	\$1,118,743	\$1,545,439	\$1,717,122
CLARKDALE	4,424	\$332,247	\$380,132	\$525,117	\$583,452
CLIFTON	3,933	\$414,666	\$415,806	\$466,836	\$518,697
COLORADO CITY	2,478	\$177,872	\$246,731	\$294,132	\$326,807
COOLIDGE	13,218	\$930,181	\$1,087,849	\$1,568,941	\$1,743,235
COTTONWOOD	12,029	\$903,391	\$1,033,592	\$1,427,810	\$1,586,425
DEWEY-HUMBOLDT	4,326	\$324,887	\$371,712	\$513,484	\$570,528
DOUGLAS	16,534	\$966,151	\$1,469,347	\$1,962,541	\$2,180,560
DUNCAN	694	\$73,170	\$73,371	\$82,376	\$197,825
EAGAR	4,395	\$387,057	\$1,097,305	\$521,675	\$579,627
EL MIRAGE	35,805	\$1,681,914	\$2,410,027	\$4,249,956	\$4,722,085
ELOY	15,635	\$1,100,271	\$1,286,770	\$1,855,832	\$2,061,997
FLAGSTAFF	76,831	\$4,002,888	\$9,033,338	\$9,119,631	\$10,132,732
FLORENCE	26,785	\$1,884,923	\$2,204,421	\$3,179,307	\$3,532,496
FOUNTAIN HILLS	23,820	\$1,118,927	\$1,603,319	\$2,827,369	\$3,141,462
FREDONIA	1,323	\$68,928	\$155,551	\$157,037	\$197,825
GILA BEND	1,892	\$88,875	\$127,350	\$224,575	\$249,523
GILBERT	267,918	\$12,585,255	\$18,033,506	\$31,801,139	\$35,333,932
GLENDALE	248,325	\$11,664,888	\$16,714,706	\$29,475,503	\$32,749,941
GLOBE	7,249	\$555,241	\$830,288	\$860,437	\$956,023
GOODYEAR	95,294	\$4,476,367	\$6,414,220	\$11,311,139	\$12,567,695
GUADALUPE	5,322	\$249,997	\$358,223	\$631,707	\$701,883
HAYDEN	512	\$39,217	\$58,644	\$60,773	\$197,825
HOLBROOK	4,858	\$376,067	\$749,301	\$576,631	\$640,689
HUACHUCA CITY	1,626	\$95,014	\$144,500	\$193,002	\$214,442
JEROME	464	\$34,847	\$39,869	\$55,076	\$197,825
KEARNY	1,741	\$122,518	\$143,285	\$206,652	\$229,609
KINGMAN	32,689	\$2,346,436	\$3,254,800	\$3,880,095	\$4,311,136
LAKE HAVASU CITY	57,144	\$4,101,830	\$5,689,752	\$6,782,838	\$7,536,344
LITCHFIELD PARK	6,847	\$321,633	\$460,870	\$812,720	\$903,006
MAMMOTH	1,076	\$75,721	\$88,555	\$127,718	\$197,825
MARANA	51,908	\$2,610,702	\$4,095,822	\$6,161,339	\$6,845,803
MARICOPA	58,125	\$4,090,391	\$4,783,722	\$6,899,280	\$7,665,722
MESA	504,258	\$23,687,156	\$33,941,504	\$59,854,055	\$66,503,251
MIAMI	1,541	\$118,034	\$176,503	\$182,913	\$203,232

CITY/TOWN	2020 Decennial Census Population	VLT	HURF	TPT (SALES TAX)	URS (INCOME TAX)
NOGALES	19,770	\$2,011,817	\$2,464,981	\$2,346,645	\$2,607,334
ORO VALLEY	47,070	\$2,367,376	\$3,714,078	\$5,587,081	\$6,207,751
PAGE	7,440	\$387,623	\$874,751	\$883,108	\$981,212
PARADISE VALLEY	12,658	\$594,600	\$852,007	\$1,502,470	\$1,669,380
PARKER	3,417	\$503,771	\$1,913,044	\$405,589	\$450,646
PATAGONIA	804	\$81,816	\$100,245	\$95,433	\$197,825
PAYSON	16,351	\$1,252,415	\$1,872,815	\$1,940,819	\$2,156,425
PEORIA	190,985	\$8,971,383	\$12,855,162	\$22,669,401	\$25,187,748
PHOENIX	1,608,139	\$75,541,170	\$108,243,511	\$190,881,731	\$212,086,813
PIMA	2,847	\$191,160	\$239,921	\$337,931	\$375,472
PINETOP-LAKESIDE	4,030	\$311,970	\$621,590	\$478,350	\$531,490
PRESCOTT	45,827	\$3,441,656	\$3,937,685	\$5,439,540	\$6,043,820
PRESCOTT VALLEY	46,785	\$3,513,603	\$4,020,001	\$5,553,252	\$6,170,164
QUARTZSITE	2,413	\$355,751	\$1,350,944	\$286,417	\$318,235
QUEEN CREEK	59,519	\$2,795,862	\$4,006,212	\$7,064,744	\$7,849,567
SAFFORD	10,129	\$680,104	\$853,587	\$1,202,285	\$1,335,847
SAHUARITA	34,134	\$1,716,762	\$2,693,357	\$4,051,613	\$4,501,707
SAINT JOHNS	3,417	\$300,927	\$853,126	\$405,589	\$450,646
SAN LUIS	35,257	\$1,757,524	\$3,082,032	\$4,184,910	\$4,649,812
SCOTTSDALE	241,361	\$11,337,759	\$16,245,960	\$28,648,895	\$31,831,505
SEDONA	9,684	\$727,279	\$832,098	\$1,149,464	\$1,277,159
SHOW LOW	11,732	\$908,197	\$1,809,552	\$1,392,557	\$1,547,256
SIERRA VISTA	45,308	\$2,647,537	\$4,026,440	\$5,377,937	\$5,975,372
SNOWFLAKE	6,104	\$472,523	\$941,485	\$724,528	\$805,016
SOMERTON	14,197	\$707,706	\$1,241,047	\$1,685,145	\$1,872,348
SOUTH TUCSON	4,613	\$232,010	\$363,991	\$547,551	\$608,378
SPRINGERVILLE	1,717	\$151,212	\$428,685	\$203,803	\$226,444
STAR VALLEY	2,484	\$190,263	\$284,513	\$294,844	\$327,598
SUPERIOR	2,407	\$169,386	\$198,098	\$285,704	\$317,443
SURPRISE	143,148	\$6,724,274	\$9,635,263	\$16,991,279	\$18,878,843
TAYLOR	3,995	\$309,261	\$616,192	\$474,196	\$526,874
TEMPE	180,587	\$8,482,944	\$12,155,274	\$21,435,186	\$23,816,425
THATCHER	5,231	\$351,232	\$440,825	\$620,905	\$689,882
TOLLESON	7,216	\$338,966	\$485,708	\$856,520	\$951,670
TOMBSTONE	1,308	\$76,432	\$116,240	\$155,256	\$197,825
TUCSON	542,629	\$27,291,411	\$42,816,365	\$64,408,588	\$71,563,749
TUSAYAN	603	\$31,416	\$70,897	\$71,574	\$197,825
WELLTON	2,375	\$118,391	\$207,613	\$281,906	\$313,223
WICKENBURG	7,474	\$351,086	\$503,073	\$887,143	\$985,696
WILLCOX	3,213	\$187,749	\$285,533	\$381,374	\$423,741
WILLIAMS	3,202	\$166,824	\$376,472	\$380,069	\$422,291
WINKELMAN	296	\$22,672	\$33,903	\$35,134	\$197,825
WINSLOW	9,005	\$697,095	\$1,388,938	\$1,068,869	\$1,187,610
YOUNGTOWN	7,056	\$331,451	\$474,938	\$837,528	\$930,569
YUMA	95,548	\$4,762,967	\$8,352,440	\$11,341,288	\$12,601,194
TOTALS	5,728,859	\$290,379,000	\$423,959,000	\$680,000,000	\$756,388,000

SHARED REVENUE ESTIMATE CHANGES
2019 Population Estimates vs. 2020 Decennial Census Populations

CITY/TOWN	Population Change: 2019 Est vs 2020	VLT	HURF	TPT (SALES TAX)	URS (INCOME TAX)	Revenue Change Percentage: 2019 Est vs 2020
APACHE JUNCTION	(4,072)	(\$158,921)	(\$235,957)	(\$428,762)	(\$477,114)	(7.73%)
AVONDALE	1,403	\$118,707	\$163,643	\$279,255	\$308,787	2.74%
BENSON	475	\$18,921	\$36,321	\$62,637	\$69,513	9.64%
BISBEE	(302)	(\$27,107)	(\$33,146)	(\$29,148)	(\$32,475)	(5.86%)
BUCKEYE	11,882	\$605,960	\$862,441	\$1,512,430	\$1,679,096	16.22%
BULLHEAD CITY	464	\$9,824	\$42,070	\$107,487	\$118,734	1.62%
CAMP VERDE	960	\$56,238	\$76,628	\$128,291	\$142,353	8.78%
CAREFREE	(237)	(\$8,775)	(\$12,862)	(\$23,097)	(\$25,729)	(4.97%)
CASA GRANDE	(4,974)	(\$174,243)	(\$272,777)	(\$515,237)	(\$573,469)	(6.63%)
CAVE CREEK	(946)	(\$40,932)	(\$59,080)	(\$104,804)	(\$116,545)	(15.26%)
CHANDLER	14,822	\$853,082	\$1,203,220	\$2,094,131	\$2,322,342	6.87%
CHINO VALLEY	645	\$30,897	\$48,939	\$92,424	\$102,481	5.40%
CLARKDALE	33	(\$3,746)	\$535	\$9,546	\$10,532	0.93%
CLIFTON	225	\$12,331	\$17,845	\$31,460	\$34,892	5.61%
COLORADO CITY	(2,358)	(\$172,036)	(\$235,271)	(\$273,689)	(\$304,175)	(48.51%)
COOLIDGE	88	\$45,559	\$37,829	\$27,277	\$30,085	2.71%
COTTONWOOD	(224)	(\$34,193)	(\$25,666)	(\$10,880)	(\$12,297)	(1.65%)
DEWEY-HUMBOLDT	189	\$8,329	\$14,073	\$27,737	\$30,748	4.76%
DOUGLAS	341	(\$9,390)	\$10,754	\$61,234	\$67,762	2.02%
DUNCAN	(94)	(\$12,331)	(\$11,201)	(\$10,147)	\$2,111	(6.89%)
EAGAR	(546)	(\$10,457)	(\$43,480)	(\$58,475)	(\$65,054)	(6.42%)
EL MIRAGE	52	\$23,912	\$31,640	\$52,006	\$57,177	1.28%
ELOY	(3,990)	(\$221,946)	(\$282,662)	(\$448,444)	(\$498,594)	(18.72%)
FLAGSTAFF	1,793	\$16,587	\$121,983	\$309,019	\$342,076	2.51%
FLORENCE	(637)	\$37,389	\$11,455	(\$40,457)	(\$45,416)	(0.34%)
FOUNTAIN HILLS	(1,380)	(\$49,692)	(\$73,053)	(\$131,497)	(\$146,532)	(4.41%)
FREDONIA	42	\$877	\$3,422	\$6,627	\$2,111	2.30%
GILA BEND	(208)	(\$8,510)	(\$12,348)	(\$21,997)	(\$24,476)	(8.89%)
GILBERT	13,804	\$801,028	\$1,129,149	\$1,964,258	\$2,178,161	6.62%
GLENDALE	(4,056)	(\$38,973)	(\$74,367)	(\$157,897)	(\$179,715)	(0.50%)
GLOBE	(98)	(\$11,553)	(\$12,385)	(\$2,214)	(\$2,584)	(0.89%)

SHARED REVENUE ESTIMATE CHANGES
2019 Population Estimates vs. 2020 Decennial Census Populations

CITY/TOWN	Population Change: 2019 Est vs 2020	VLT	HURF	TPT (SALES TAX)	URS (INCOME TAX)	Revenue Change Percentage: 2019 Est vs 2020
GOODYEAR	8,454	\$449,268	\$637,386	\$1,114,791	\$1,237,162	10.98%
GUADALUPE	(1,309)	(\$57,507)	(\$82,889)	(\$146,874)	(\$163,303)	(18.83%)
HAYDEN	(119)	(\$9,462)	(\$13,730)	(\$13,316)	\$2,111	(8.80%)
HOLBROOK	(226)	(\$8,539)	(\$19,263)	(\$20,308)	(\$22,650)	(2.93%)
HUACHUCA CITY	(110)	(\$9,571)	(\$11,871)	(\$10,831)	(\$12,064)	(6.41%)
JEROME	9	\$31	\$535	\$1,652	\$2,111	1.34%
KEARNY	(427)	(\$23,549)	(\$30,092)	(\$47,904)	(\$53,263)	(18.07%)
KINGMAN	1,676	\$102,492	\$163,745	\$238,694	\$264,685	5.91%
LAKE HAVASU CITY	1,279	\$59,721	\$121,706	\$223,430	\$247,304	2.78%
LITCHFIELD PARK	411	\$23,171	\$32,730	\$57,035	\$63,262	7.59%
MAMMOTH	(611)	(\$37,940)	(\$46,356)	(\$70,361)	(\$22,288)	(26.54%)
MARANA	2,878	\$144,491	\$246,469	\$404,465	\$448,566	6.74%
MARICOPA	5,998	\$578,379	\$615,071	\$778,770	\$864,401	13.77%
MESA	(13,754)	(\$335,019)	(\$518,068)	(\$968,498)	(\$1,084,868)	(1.56%)
MIAMI	(239)	(\$19,287)	(\$27,656)	(\$26,087)	(\$29,015)	(13.04%)
NOGALES	(333)	\$5,415	\$377	(\$13,755)	(\$15,624)	(0.25%)
ORO VALLEY	1,026	\$51,361	\$99,156	\$180,809	\$200,115	3.06%
PAGE	(89)	(\$12,346)	(\$19,377)	(\$912)	(\$1,141)	(1.07%)
PARADISE VALLEY	(1,979)	(\$84,173)	(\$121,686)	(\$216,138)	(\$240,397)	(12.54%)
PARKER	210	\$108,293	\$393,108	\$29,038	\$32,209	20.76%
PATAGONIA	(70)	(\$5,415)	(\$6,906)	(\$7,188)	\$2,111	(3.53%)
PAYSON	538	\$32,499	\$59,124	\$84,131	\$93,209	3.87%
PEORIA	15,024	\$811,406	\$1,149,756	\$2,008,881	\$2,229,065	9.76%
PHOENIX	(72,853)	(\$2,412,784)	(\$3,580,665)	(\$6,492,510)	(\$7,242,253)	(3.25%)
PIMA	289	\$14,893	\$22,201	\$37,583	\$41,714	11.32%
PINETOP-LAKESIDE	(439)	(\$26,111)	(\$54,003)	(\$46,379)	(\$51,607)	(8.40%)
PRESCOTT	1,528	\$51,955	\$108,087	\$238,158	\$263,865	3.64%
PRESCOTT VALLEY	270	(\$45,663)	(\$1,167)	\$91,678	\$101,074	0.76%
QUARTZSITE	(1,350)	(\$108,293)	(\$432,505)	(\$155,417)	(\$172,746)	(27.32%)
QUEEN CREEK	8,629	\$435,900	\$620,870	\$1,089,477	\$1,209,645	18.28%

SHARED REVENUE ESTIMATE CHANGES
2019 Population Estimates vs. 2020 Decennial Census Populations

CITY/TOWN	Population Change: 2019 Est vs 2020	VLТ	HURF	TPT (SALES TAX)	URS (INCOME TAX)	Revenue Change Percentage: 2019 Est vs 2020
SAFFORD	146	(\$7,804)	\$3,898	\$30,127	\$33,305	1.48%
SAHUARITA	2,713	\$136,285	\$226,490	\$362,306	\$402,022	9.52%
SAINT JOHNS	(95)	\$18,379	\$42,271	(\$6,774)	(\$7,586)	2.36%
SAN LUIS	479	\$83,884	\$116,457	\$101,440	\$112,119	3.12%
SCOTTSDALE	(16,708)	(\$629,876)	(\$921,494)	(\$1,652,363)	(\$1,840,298)	(5.42%)
SEDONA	(655)	(\$63,848)	(\$61,697)	(\$64,493)	(\$71,832)	(6.16%)
SHOW LOW	290	\$42,605	\$79,828	\$49,090	\$54,350	4.16%
SIERRA VISTA	2,263	\$54,308	\$149,141	\$323,793	\$359,034	5.17%
SNOWFLAKE	109	\$18,999	\$35,202	\$20,623	\$22,813	3.43%
SOMERTON	(2,357)	(\$88,932)	(\$170,538)	(\$258,548)	(\$287,551)	(12.76%)
SOUTH TUCSON	(1,102)	(\$55,455)	(\$84,695)	(\$123,478)	(\$137,292)	(18.62%)
SPRINGERVILLE	(261)	(\$7,922)	(\$27,998)	(\$28,444)	(\$31,638)	(8.68%)
STAR VALLEY	176	\$12,210	\$19,794	\$23,849	\$26,460	8.11%
SUPERIOR	(771)	(\$44,729)	(\$56,050)	(\$87,442)	(\$97,209)	(22.72%)
SURPRISE	1,484	\$154,779	\$211,387	\$357,753	\$395,094	2.19%
TAYLOR	(326)	(\$17,625)	(\$37,028)	(\$33,156)	(\$36,913)	(6.08%)
TEMPE	(15,218)	(\$597,274)	(\$870,209)	(\$1,555,324)	(\$1,731,423)	(6.73%)
THATCHER	31	(\$7,090)	(\$1,766)	\$10,346	\$11,407	0.62%
TOLLESON	(156)	(\$2,901)	(\$4,698)	(\$9,066)	(\$10,198)	(1.01%)
TOMBSTONE	5	(\$2,067)	(\$1,129)	\$2,264	\$2,111	0.22%
TUCSON	(5,444)	(\$276,682)	(\$212,933)	\$56,413	\$53,391	(0.18%)
TUSAYAN	23	\$604	\$2,018	\$3,474	\$2,111	2.26%
WELLTON	(669)	(\$28,097)	(\$51,953)	(\$75,506)	(\$83,946)	(20.64%)
WICKENBURG	(618)	(\$24,171)	(\$35,228)	(\$62,981)	(\$70,115)	(6.59%)
WILLCOX	(320)	(\$25,095)	(\$32,703)	(\$33,454)	(\$37,230)	(9.13%)
WILLIAMS	(46)	(\$5,722)	(\$9,253)	(\$1,296)	(\$1,495)	(1.30%)
WINKELMAN	(55)	(\$4,406)	(\$6,355)	(\$6,078)	\$2,111	(4.84%)
WINSLOW	(333)	(\$9,329)	(\$22,718)	(\$27,555)	(\$30,775)	(2.04%)
YOUNGTOWN	197	\$13,373	\$18,659	\$32,176	\$35,634	4.03%
YUMA	(2,737)	\$33,145	(\$28,477)	(\$198,878)	(\$222,637)	(1.11%)
TOTALS	(62,548)	(\$0)	(\$0)	\$0	(\$0)	



1801 W. Jefferson, MD519M
Phoenix, AZ 85007

General Fund Special Distribution

SEPTEMBER 2021

\$3.3M General Fund Distribution		County General Fund Breakdown			County HURF Fund Breakdown		
County Name	Total of Wire from State Treasurers	New and Used Vehicles (ARS 28-5801 & -5808 (ARS28-5808.A.2.(a)))	Alternate and Miscellaneous Vehicles -ARS 28-5804, -5805, & -5806 (ARS28-5808.B.2. (a))	County General Fund Total:	New and Used Vehicles - ARS 28-5801 & -5808 (ARS28-5808.A.2.(b))	Alternate and Miscellaneous Vehicles - ARS 28-5804, -5805, & -5806 (ARS28-5808.B.2. (b))	County HURF Fund Total:
APACHE	\$8,347.91	\$0.00	\$1,098.69	\$1,098.69	\$0.00	\$7,249.22	\$7,249.22
COCHISE	\$12,328.90	\$0.00	\$6,134.49	\$6,134.49	\$0.00	\$6,194.41	\$6,194.41
COCONINO	\$22,416.96	\$0.00	\$16,070.25	\$16,070.25	\$0.00	\$6,346.71	\$6,346.71
GILA	\$5,698.36	\$0.00	\$2,665.16	\$2,665.16	\$0.00	\$3,033.20	\$3,033.20
GRAHAM	\$3,349.61	\$0.00	\$932.12	\$932.12	\$0.00	\$2,417.49	\$2,417.49
GREENLEE	\$752.94	\$0.00	\$227.96	\$227.96	\$0.00	\$524.98	\$524.98
LA PAZ	\$2,489.82	\$0.00	\$863.04	\$863.04	\$0.00	\$1,626.78	\$1,626.78
MARICOPA	\$542,810.93	\$0.00	\$509,303.13	\$509,303.13	\$0.00	\$33,507.80	\$33,507.80
MOHAVE	\$21,362.67	\$0.00	\$12,449.40	\$12,449.40	\$0.00	\$8,913.27	\$8,913.27
NAVAJO	\$11,848.88	\$0.00	\$3,781.41	\$3,781.41	\$0.00	\$8,067.47	\$8,067.47
PIMA	\$124,596.18	\$0.00	\$82,742.21	\$82,742.21	\$0.00	\$41,853.97	\$41,853.97
PINAL	\$32,838.75	\$0.00	\$10,621.20	\$10,621.20	\$0.00	\$22,217.55	\$22,217.55
SANTA CRUZ	\$3,525.85	\$0.00	\$484.55	\$484.55	\$0.00	\$3,041.30	\$3,041.30
YAVAPAI	\$25,039.54	\$0.00	\$15,113.58	\$15,113.58	\$0.00	\$9,925.96	\$9,925.96
YUMA	\$19,472.68	\$0.00	\$12,362.80	\$12,362.80	\$0.00	\$7,109.88	\$7,109.88
TOTAL COUNTY DISTRIBUTION	\$836,879.98			\$674,849.99			\$162,029.99

1801 W. Jefferson, MD519M
Phoenix, AZ 85007

General Fund Special Distribution
SEPTEMBER 2021

CITIES AND TOWNS DISTRIBUTION					
<u>APACHE</u>	<u>TOTAL</u>	<u>MARICOPA</u>	<u>TOTAL</u>	<u>PIMA</u>	<u>TOTAL</u>
EAGAR	\$520.43	APACHE JUNCTION	\$40.74	MARANA	\$5,963.23
SPRINGERVILLE	\$208.34	AVONDALE	\$10,766.67	ORO VALLEY	\$5,599.99
ST JOHNS	\$369.92	BUCKEYE	\$9,748.06	SAHUARITA	\$3,821.86
<u>COCHISE</u>		CAREFREE	\$478.74	SOUTH TUCSON	\$695.03
BENSON	\$394.33	CAVE CREEK	\$713.02	TUCSON	\$66,662.10
BISBEE	\$422.24	CHANDLER	\$31,974.05	<u>PINAL</u>	
DOUGLAS	\$1,308.49	EL MIRAGE	\$4,374.91	APACHE JUNCTION	\$1,983.83
HUACHUCA CITY	\$140.30	FOUNTAIN HILLS	\$3,086.38	CASA GRANDE	\$2,753.86
SIERRA VISTA	\$3,478.36	GILA BEND	\$254.65	COOLIDGE	\$616.67
TOMBSTONE	\$105.27	GILBERT	\$31,113.33	ELOY	\$921.81
WILLCOX	\$285.50	GLENDALE	\$30,899.42	FLORENCE	\$1,288.03
<u>COCONINO</u>		GOODYEAR	\$10,634.25	KEARNY	\$101.86
FLAGSTAFF	\$13,324.82	GUADALUPE	\$809.79	MAMMOTH	\$79.23
FREDONIA	\$227.55	LITCHFIELD PARK	\$789.42	MARICOPA	\$2,448.40
PAGE	\$1,337.04	MESA	\$63,423.52	QUEEN CREEK	\$278.17
SEDONA	\$501.07	PARADISE VALLEY	\$1,792.75	SUPERIOR	\$149.23
TUSAYAN	\$103.01	PEORIA	\$21,543.52	WINKELMAN	\$0.11
WILLIAMS	\$576.76	PHOENIX	\$205,814.50	<u>SANTA CRUZ</u>	
<u>GILA</u>		QUEEN CREEK	\$5,505.57	NOGALES	\$464.36
GLOBE	\$693.69	SCOTTSDALE	\$31,597.17	PATAGONIA	\$20.19
HAYDEN	\$59.57	SURPRISE	\$17,346.86	<u>YAVAPAI</u>	
MIAMI	\$168.06	TEMPE	\$23,972.90	CAMP VERDE	\$1,173.87
PAYSON	\$1,493.05	TOLLESON	\$901.47	CHINO VALLEY	\$1,298.56
STAR VALLEY	\$217.93	WICKENBURG	\$881.09	CLARKDALE	\$460.81
WINKELMAN	\$32.86	YOUNGTOWN	\$840.35	COTTONWOOD	\$1,285.71
<u>GRAHAM</u>		<u>MOHAVE</u>		DEWEY-HUMBOLDT	\$434.06
PIMA	\$134.40	BULLHEAD CITY	\$3,838.52	JEROME	\$47.76
SAFFORD	\$524.51	COLORADO CITY	\$454.03	PEORIA	\$0.00
THATCHER	\$273.21	KINGMAN	\$2,911.79	PRESCOTT	\$4,648.34
<u>GREENLEE</u>		LAKE HAVASU	\$5,245.06	PRESCOTT VALLEY	\$4,880.93
CLIFTON	\$188.01	<u>NAVAJO</u>		SEDONA	\$788.78
DUNCAN	\$39.95	HOLBROOK	\$472.94	WICKENBURG	\$94.76
<u>LA PAZ</u>		PINETOP LAKESIDE	\$415.73	<u>YUMA</u>	
PARKER	\$397.09	SHOW LOW	\$1,064.43	SAN LUIS	\$2,816.37
QUARTZSITE	\$465.95	SNOWFLAKE	\$557.68	SOMERTON	\$1,340.62
		TAYLOR	\$401.96	WELLTON	\$246.51
		WINSLOW	\$868.67	YUMA	\$7,959.30
TOTAL CITIES AND TOWNS DISTRIBUTIO			\$674,849.99		





City of Tempe
Engineering and Transportation Department
Transportation Maintenance Division
Transportation Maintenance
945 W. Rio Salado Pkwy
Mail Stop 19-1
Tempe, AZ 85281

Town of Guadalupe Sidewalk Repair Project

	Description	Cost
Labor	3 Employees per 10 hour day for 7 days (\$62 per hr)	\$ 13,020.00
Equipment	Truck #638, Bobcat #77 and Dump truck #440 \$500 per day	\$ 3,500.00
Material	Concrete +/-83 square yards \$118 per square yard	\$ 9,900.00
Total based on 7 working days		\$26,420.00

Locations:

5431 E Calle Sonora	8226 S Calle Batoua
5514 E Calle Naranjo	8227 S Calle Sahuaro
5629 E Calle Iglesia	8250 S Moctezuma
5654 E Calle Gloria	8251 S Calle Maravilla
5654 E Call Magdalena-Batoua	8402 S Calle Tomi
5736 E Calle Biehn	9023 S Calle Sahuaro
5805 Calle Fortunato Serrano	9034 S Calle Carlos
5806 E Calle Juan Tavena	9038 S Calle Azteca
5810 E Calle Juan Tavena	9044 S Calle Vaou Nawo
5814 E Calle San Angelo	9209 S Calle Tomi
5816 E Calle Gloria	9238 S Calle Tomi
5835 E Calle Biehn	

C2021-66
TOWN OF GUADALUPE
EMPLOYMENT AGREEMENT AMENDMENT
TOWNMANAGER/CLERK

THIS AGREEMENT (this "Agreement") is executed by and between the Town of Guadalupe, an Arizona municipal corporation, (the "Town") and Mr. Jeff Kulaga ("Kulaga") as of October 28, 2021.

1. The Town wishes to reappoint Kulaga as Town Manager/Town Clerk and Kulaga is willing to accept continued employment in this combined position and perform such duties as are required.

2. The Town shall extend the employment opportunity to Kulaga and offer the following salary, and other terms as follows:

- (a) Salary – The annual salary of \$130,000 shall be paid in biweekly increments in accordance with the Town's normal payroll practices.
- (b) This position is an exempt management position and Kulaga will use his best efforts to fulfill the duties of the Town Manager and Clerk.
- (c) The Council recognizes Kulaga as the Chief Financial Officer, Zoning Administrator, Business License Administrator and Cemetery Administrator.
- (d) Kulaga will receive all the normal benefits and opportunities afforded to a Guadalupe management level exempt employee.
- (e) The Council is aware that Kulaga occasionally is a guest lecturer, student mentor and/or speaker and may need to leave early or extend a lunch hour. Such activities are permitted so long as they do not unnecessarily interfere with his duties at the Town.
- (f) The Council is aware that Kulaga does attend twice annually the Arizona City Managers Association conferences and annually the Arizona Municipal Clerks' Association conference for professional development and training purposes at his own costs.
- (g) In the event the Council should terminate this contract without cause, Kulaga shall be entitled to a lump sum, one-time payment of severance pay equal to his base pay for nine months, accrued PTO time, deferred compensation, and paid holidays accrued during the nine-month severance period, and the Town shall pay the cash equivalent of the nine-month severance period for health insurance for Kulaga and all dependents, including life insurance.
- (h) Council may terminate this contract at any time for cause including willful misconduct, fraud, corruption, moral turpitude, or refusal or failure to perform in breach of this agreement. In the event this agreement is terminated involuntarily for cause or Kulaga resigns, the Town will not have to pay a severance package.
- (i) In the event Kulaga wishes to resign, he will give the Town not less than thirty (30) days' notice.

This agreement serves as the formal employment agreement between the Town and Kulaga and is the full and complete agreement of the parties and will be treated as such.

3. A.R.S. §38-511 concerning conflict of interest applies to this agreement.
4. The parties agree to work together in good faith in the performance of this agreement.
5. In the event of a breach of this agreement, the nonbreaching party is entitled to their reasonable attorney fees and costs resulting from the breach.

DATED this 28th day of October 2021.

TOWN OF GUADALUPE

Valerie Molina, Mayor

Attest:

Jeff Kulaga
Town Manager / Clerk

Approved as to form:

Barry Aylstock
FAITH, LEDYARD & FAITH, PLC
Town Attorneys