



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, November 8, 2021
6:00 PM

Mayor
Georgia Lord

Vice Mayor
Brannon Hampton

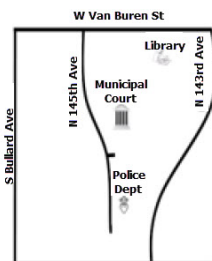
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino



CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS

Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

AGENDA ITEMS

Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879



City Clerk's Office: 190 N. Litchfield Rd, Goodyear, AZ 85338 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

CALL TO ORDER**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP****ROLL CALL****CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR****CONSENT****1. APPROVAL OF MINUTES****Recommendation**

Approve the draft minutes from the Special Meeting and Regular Meeting held on October 25, 2021. (Darcie McCracken, City Clerk)

2. APPROVAL OF THE 2022 COUNCIL MEETING CALENDAR**Recommendation**

Approve the 2022 Council Meeting Calendar. (Darcie McCracken, City Clerk)

3. ADOPT ORDINANCE NO. 2021-1519 AMENDING CITY CODE 2-4-2**Recommendation**

ADOPT ORDINANCE NO. 2021-1519 AMENDING GOODYEAR CITY CODE SECTION 2-4-2 (REGULAR MEETINGS), PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

4. INTERGOVERNMENTAL AGREEMENT WITH CITY OF AVONDALE RELATING TO THE JOINT FIRE TRAINING FACILITY USE**Recommendation**

Approve the fire joint training facility use agreement between the City of Avondale and the City of Goodyear. (Paul Luizzi, Fire Chief)

5. APPROVE THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT**Recommendation**

ADOPT RESOLUTION NO. 2021-2185 APPROVING THE ONE ARIZONA OPIOID DISTRIBUTION SETTLEMENT FUNDS AGREEMENT; PROVIDE AUTHORIZATION FOR THE CITY ATTORNEY AND CITY MANAGER OR HER DESIGNEE TO TAKE ANY AND ALL ACTIONS NECESSARY IN FURTHERANCE OF THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Lisa Maxie-Mullins, Assistant City Attorney)

6. **APPROVE SUPPLEMENT NO. 005 TO CITY OF PHOENIX INTERGOVERNMENTAL AGREEMENT FOR SHARED TELECOMMUNICATIONS FACILITIES**

Recommendation

ADOPT RESOLUTION NO. 2021-2188 APPROVING AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE SUPPLEMENT NO. 005 TO INTERGOVERNMENTAL AGREEMENT CON-CX-0337-05 WITH THE CITY OF PHOENIX FOR SHARED TELECOMMUNICATION FACILITIES (REGIONAL WIRELESS COOPERATIVE RADIO SYSTEM) (Shauna Henrie, Telecommunications Manager)

7. **DECLARATION OF EXCLUSIVE UTILITY EASEMENTS RELATED TO WELL SITE 26**

Recommendation

ADOPT RESOLUTION NO. 2021-2186 DECLARING EXCLUSIVE UTILITY EASEMENTS, PROVIDING DIRECTION REGARDING THE RECORDATION OF THE RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Beals, Real Estate Coordinator)

BUSINESS

8. **APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR STATE'S CONTRIBUTION TOWARDS COSTS OF CAMELBACK ROAD IMPROVEMENTS FROM SR303 TO LITCHFIELD ROAD**

Recommendation

ADOPT RESOLUTION NO. 2021-2183 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION APPROPRIATING \$8,000,000 TO THE CITY OF GOODYEAR TO BE USED TOWARDS THE COSTS OF WIDENING CAMELBACK ROAD FROM SR303 TO LITCHFIELD ROAD, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Hugh Bigalk, P.E., City Traffic Engineer)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

1. Reports from the Mayor and City Council

a. This may include current events and activities as well as requests for information or future agenda items.

2. Report from the City Manager

a. This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

November 15, 2021	Work Session	5:00 p.m.
November 15, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

THE CITY OF GOODYEAR ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (623) 882-7830 or Arizona Relay (TDD) 7-1-1 to request an accommodation to participate in this public meeting.

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

POSTING VERIFICATION

This agenda was posted on November 3, 2021 at 4:15 p.m. byVM.

ITEM #: 1.
DATE: 11/08/2021
AI #:386



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Special Meeting and Regular Meeting held on October 25, 2021. (Darcie McCracken, City Clerk)

Attachments

October 25, 2021 Draft Special Meeting Minutes
October 25, 2021 Draft Regular Meeting Minutes

City Council Special Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, October 25, 2021

**Immediately Following the
Work Session that Began at
5:00 p.m.**

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Special Meeting to order at 5:41 p.m.

ROLL CALL

Present: **Mayor Georgia Lord; Vice Mayor Brannon Hampton; Councilmember Joe Pizzillo; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Bill Stipp; Councilmember Laura Kaino**

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

BUSINESS

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to CONVENE an Executive Session. The motion carried as follows:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

1. Pursuant to A.R.S. §38-431.03(A)(3)(4) & (7): Discussion or consultation for legal advice with the city's attorney and to consider its position and instruct its representatives regarding real estate matters related to the Ballpark Village-Wood Corporate Campus property.
2. Pursuant to A.R.S. §38-431.03(A)(3)(4) & (7): Discussion or consultation for legal advice with the city's attorney and to consider its position and instruct its representatives regarding real estate matters related to the Ballpark Village Lots 14 & 19 property.

Mayor Lord convened the Executive Session at 5:42 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Lord adjourned the Executive Session at 5:59 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Lord reconvened the Special Meeting at 5:59 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Special Meeting at 5:59 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on October 25, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

City Council Regular Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, October 25, 2021

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:01 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO

ROLL CALL

Present: **Mayor Georgia Lord; Vice Mayor Brannon Hampton; Councilmember Joe Pizzillo; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Bill Stipp; Councilmember Laura Kaino**

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

David Reese, Goodyear resident, spoke about how he was not notified about the approval of a long-term care facility in the neighborhood where he resides.

CONSENT

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to APPROVE Consent Agenda Items 1 and 3 through 7. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

1. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meeting held on September 27, 2021 and October 4, 2021. (Darcie McCracken, City Clerk)

2. **APPROVE THE CREATION OF THE WESTERN AVENUE PROJECT AND ASSOCIATED BUDGET TRANSFERS**

This item was pulled from the Consent Agenda to be heard separately.

Council inquired as to why there was an urgency on the Western Avenue Project and if there was another more important Capital Improvement Program (CIP) project that this project was replacing. Engineering Director Sumeet Mohan replied that there was no urgency, but that it was being addressed as part of the CIP along with other projects. City Manager Julie Karins added that when the CIP was created, this project had not been approved by Council and with this action, the project would be interjected into the CIP along with the associated budget transfer. She also relayed that the Western Avenue Project was not displacing any other planned projects.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to APPROVE the creation of the Western Avenue project and associated budget transfers. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Councilmember Joe Pizzillo, Councilmember Bill Stipp, Councilmember Laura Kaino

NAY: Vice Mayor Brannon Hampton, Councilmember Sheri Lauritano, Councilmember Wally Campbell

Passed

3. **APPROVE BUDGET TRANSFERS**

Recommendation

Approve budget transfers. (Doug Sandstrom, Finance Director)

4. **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE ADMINISTRATION OF THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

Recommendation

Approve the IGA with the City of Phoenix for grant administration for the Edward Byrne Justice Assistance Grant. (Santiago Rodriguez, Chief of Police)

5. **ACCEPT AN EMERGENCY/GOVERNMENT SERVICES ACCESS EASEMENT FOR THE COMPASS DATACENTERS DEVELOPMENT**

Recommendation

Accept an Emergency/Government Services Access Easement from Compass Datacenters PHX I, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

6. **APPROVAL OF LETTER OF INTENT AND AUTHORIZATION TO ENTER INTO PURCHASE AGREEMENT FOR LOT 15, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS**

Recommendation

ADOPT RESOLUTION NO. 2021-2184 APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE. (Roric Massey, City Attorney)

7. **APPROVAL OF LETTER OF INTENT AND AUTHORIZATION TO ENTER INTO PURCHASE AGREEMENT FOR LOTS 14 AND 19, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS**

Recommendation

ADOPT RESOLUTION NO. 2021-2187 APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE. (Roric Massey, City Attorney)

PUBLIC HEARINGS

8. **REZONE FOR HANCOCK AT CANYON TRAILS NORTH**

Mayor Lord opened the Public Hearing at 6:15 p.m.

Senior Planner Alex Lestinsky presented a request to rezone the Hancock Communities at Canyon Trails North Planned Area Development (PAD) located at the southeast corner of Cotton Lane and Garfield Street.

Ms. Lestinsky reviewed the information related to the surrounding properties and provided the history of the Canyon Trails PAD. She added that the request was to rezone the property to Multifamily-12 (MF-12) with a PAD Overlay and reduce the rear yard setback from 30 feet to 20 feet. Ms. Lestinsky reviewed the conceptual site plan, landscape plan and unit elevations. Ms. Lestinsky stated that the Planning and Zoning Commission voted 5-0 to recommend approval of the rezone.

Paul Gilbert, with Beus Gilbert McGroder, commented that Hancock Communities was a well-known developer. Mr. Gilbert reviewed the details of the rezone and added that the units were high quality units with garages.

There being no other speakers present, Mayor Lord closed the Public Hearing at 6:28 p.m.

Councilmember Kaino discussed the proposals for the single-family rentals that surround this project and expressed her hesitance to change from a product that is really needed like the town homes and court homes and stated she would be voting no on this request.

Council commented that the elevation of the future SR-303 does not allow for putting homeowners in the area and did not see anything other than the multifamily products going into that area due to what it would develop into in 10 years.

A discussion continued on the diversity of the housing stock in the proposed area for the rezone and with Council requesting there be a variety in the color of the elevations.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2179, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP 21-06 REZONE FROM PAD TO MF-12"; AND "LEGAL DESCRIPTION – CANYON TRAILS NORTH." The motion carried by the following vote:

AYE: Mayor Georgia Lord, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp

NAY: Vice Mayor Brannon Hampton, Councilmember Laura Kaino

Passed

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Vice Mayor Brannon Hampton to ADOPT ORDINANCE NO. 2021-1518, CONDITIONALLY REZONING APPROXIMATELY 31 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF COTTON LANE AND GARFIELD STREET FROM THE CANYON TRAILS PHASE I PLANNED AREA DEVELOPMENT TO THE MULTIFAMILY (MF-12) ZONING DISTRICT WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp

NAY: Vice Mayor Brannon Hampton, Councilmember Laura Kaino

Passed

9. USE PERMIT FOR A CONVENIENCE USE (SUPERSTAR CAR WASH)

Mayor Lord opened the Public Hearing at 6:48 p.m.

Principal Planner Steve Careccia presented a request to approve a use permit for a carwash to be constructed at McDowell Road and west of Bullard Avenue. Mr. Careccia provided the details of the request noting that a 4,487 square foot building would be constructed on a 1.27-acre parcel.

Mr. Careccia went on to discuss the evaluation criteria for the use permit and noted that when looking at a carwash the main thing that was looked at was the noise. He stated that the applicant placed most of the sound generating equipment within enclosures. He then reviewed a diagram of the noise levels that would radiate out of the car wash.

Mr. Careccia added that the Planning and Zoning Commission and staff recommended approval of the use permit.

Christopher Barta, project manager with Cawley Architects, complimented the city staff they have worked with on the preapplications and discussed the noise level concerns.

There being no other speakers present, Mayor Lord closed the Public Hearing at 6:59 p.m.

Council asked if customers had to drive through the vacuum area to get to the queue. Mr. Barta replied that the queuing line was separate from the vacuum area.

Councilmember Kaino expressed concerns with placing the car wash in close proximity to the hotels. She added that she believed there was too much traffic and noise in a small amount of space in relation to the car wash, the hotel, and the QuikTrip and could not support the use permit.

Tim Varley, with Superstar Car Wash, provided information about the green elements of the Superstar Carwash, that included water reclamation and electrical vehicle chargers. He added that the sound issue is being addressed by using the best technology available to address Council's concern.

A discussion continued with regard to the traffic entering and exiting the businesses in that location, the noise generated from the dryer, the screening from the arterial streets and about the car wash not being a good fit on McDowell Road due to it being designated as the future entertainment district.

Development Services Director Christopher Baker added that the stipulations regarding the noise levels are a direct result from the lessons learned from previous experiences with car washes adjacent to businesses and property owners.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Joe Pizzillo to APPROVE the request for a Use Permit for a convenience use (car wash) to be constructed on approximately 1.27 acres within the property identified as Lot 2 in the approved Preliminary Plat for Quiktrip Store #1417, as reflected in the conceptual site plan, which is located in the C-2 (General Commercial) zoning district, subject to stipulations. The motion failed by the following vote:

AYE: **Mayor Georgia Lord, Councilmember Wally Campbell**

NAY: **Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Laura Kaino**

Failed

10. **USE PERMIT FOR A CONVENIENCE USE (JAMBA/MCALISTER'S DELI RESTAURANT WITH DRIVE-THROUGH)**

Mayor Lord opening the Public Hearing at 7:39 p.m.

Principal Planner Steve Careccia presented a request to approve a use permit for Jamba/McAlister's Deli drive-through restaurant. Mr. Careccia provided information on the location of the subject property and the surrounding businesses and access points. He reviewed the details of the request that would include the construction of a 4,598 square foot building on a 1.9-acre parcel within an existing commercial center. The

building would also include two users with two drive-throughs, indoor and outdoor dining.

Kirk Farrelly, with Capital Growth Buchalter, stated that the Jamba/McAlister's Deli was the first dual concept in the country and would be used as the model for future dual sites.

There being no other speakers present, Mayor Lord closed the Public Hearing at 7:47 p.m.

A discussion continued regarding the current businesses surrounding the project and the queuing of vehicles through the unique drive-throughs.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to APPROVE the request for a use permit for a convenience use (restaurant with drive-through) on a 1.88-acre parcel within the Palm Valley Phase I Planned Area Development, subject to stipulations. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

Mayor Lord recessed the meeting at 7:58 p.m.

Mayor Lord reconvened the meeting at 8:09 p.m.

BUSINESS

11. COMPREHENSIVE SIGN PACKAGE FOR THE GOODYEAR PROFESSIONAL PLAZA

Principal Planner Steve Careccia presented a request to approve the supplemental comprehensive sign package (CSP) for the Goodyear Professional Plaza. Mr. Careccia reviewed the zoning and the CSP history for the parcel. He noted that the CSP that was approved in 2010 did not anticipate an office building and was geared more for retail and hotel uses.

Mr. Careccia went on to discuss the evaluation criteria used for a CSP adding that this request meets the criteria.

Council inquired about the size of the lettering on the hotels near the project. Mr. Careccia replied that he did not know the size of the lettering for the hotels and that the lettering size was determined by the user. City Manager Julie Karins commented that the signs for the hotels are what the hotels requested and that they were not restricted by the City's rules.

Development Services Director Christopher Baker added that the user decides how tall they want the individual letters on the sign and the City calculates the square footage providing users the flexibility that they would like for their signage.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to APPROVE the supplemental comprehensive sign package for Lot 3C of the Minor Land Division Lot 3 recorded in the Official Records of Maricopa County on June 25, 2019 at Book 1463 of Maps Page 48 the Goodyear Professional Plaza, subject to stipulations.

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Laura Kaino

NAY: Councilmember Wally Campbell

Passed

12. THIRD AMENDMENT TO DEVELOPMENT AND FIRE SERVICES AGREEMENT

Development Services Director Christopher Baker presented a third amendment to an existing development agreement. Mr. Baker explained that the agreement goes back to 2006 and caps the capital contribution that the developers of Estrella Mountain Ranch and CantaMia would contribute to the City. The cap is at about \$5.8 million and that amount is also what is eligible to be reimbursed. He relayed that the amendment was changing the mechanism of reimbursement only, adding that currently the developers get repaid with impact fee credits. He continued that the proposed revision would provide a quarterly reimbursement in the form of a check to the interested parties who have the legal rights to the reimbursement. He added that any reimbursement dollars that are sent to the parties are from permit fees they have paid.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION NO. 2021-2182, APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AND FIRE SERVICES AGREEMENT; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

INFORMATION ITEMS

Mayor Lord thanked the Council for attending WESTMARC and for being a part of her accomplishments and being awarded the Inspirational and Leadership Award.

FUTURE MEETINGS

November 8, 2021

Work Session

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 8:09 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on October 25, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 2.
DATE: 11/08/2021
AI #:478



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF THE 2022 COUNCIL MEETING CALENDAR

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Staff is seeking approval of the 2022 Council Meeting Calendar.

Recommendation

Approve the 2022 Council Meeting Calendar. (Darcie McCracken, City Clerk)

FISCAL IMPACT

No fiscal impact will result from approving the 2022 Council Meeting Calendar.

BACKGROUND AND PREVIOUS ACTIONS

Section 4.1 (Meeting Dates) of the Council's Rules of Procedure, adopted by Resolution No. 2018-1789, requires the City Clerk to submit to Council for adoption no later than November 1 a calendar of all Council meeting dates for the following calendar year. Staff reviewed the dates of city-observed holidays as well as the dates of conferences Councilmembers are scheduled to attend.

Council reviewed the calendar options at the retreat on October 22, 2021, and determined that Option C, with two meetings in July and one meeting in August was the best option to continue the high level of service for Development Services items.

If necessary, the dates may be revised to better meet the needs of the Council and the City.

STAFF ANALYSIS

In addition to being a resource for Council, the calendar is used by staff to plan when items may be presented to Council and to set the necessary deadlines to ensure the Council agendas and packets are available on the Wednesdays preceding the Council meetings. While staff has attempted to consider every eventuality, adjustments may be made to the calendar as needed.

Attachments

2022 Council Meeting Calendar



2022 Council Meeting Calendar

Goodyear Municipal Complex, 14455 W. Van Buren Street, Suite B101, Goodyear, AZ 85338

JANUARY						
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FEBRUARY						
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SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- Work Session (* Scheduled date(s) are subject to cancellation or change to another date as necessary.)
- Council Meeting
- Council Recess
- Holiday/City Offices Closed (In Observance)
- Holiday (Federal Only) (Juneteenth)
- Election Day

- All Council Meetings are held on Monday's unless otherwise specified.
- Current schedule posted on our website at

**March 7-11 NLC tentative

ITEM #: 3.
DATE: 11/08/2021
AI #:544



CITY COUNCIL ACTION REPORT

**SUBJECT: ADOPT ORDINANCE NO. 2021-1519 AMENDING CITY CODE
2-4-2**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Recent changes to the City Charter require modification to City Code Section 2-4-2 Regular Meetings.

Recommendation

ADOPT ORDINANCE NO. 2021-1519 AMENDING GOODYEAR CITY CODE SECTION 2-4-2 (REGULAR MEETINGS), PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

FISCAL IMPACT

The passage of this ordinance has no fiscal impact.

BACKGROUND AND PREVIOUS ACTIONS

The City Charter was approved by the voters at the March 9, 2021 election and signed by Governor Ducey on May 18, 2021. The voters approved removing the requirement to have two Regular City Council meetings each month.

STAFF ANALYSIS

The current action before Council is to amend the City Code to align with the City Charter.

Attachments

Ordinance 2021-1519

ORDINANCE NO. 2021-1519

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR CITY CODE SECTION 2-4-2 (REGULAR MEETINGS), PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the voters of the city of Goodyear approved the Charter Amendments at the March 9, 2021 election and such changes were duly submitted and signed by Governor Ducey on May 18, 2021; and

WHEREAS, the City Charter changed the requirement for the number of meetings each month;

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona believe that Regular Meetings should be provided for in City Code; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. AMENDMENT TO CITY CODE 2-4-2 REGULAR MEETINGS

Section 2-4-2 shall be deleted in its entirety and replaced with the following:

Regular meetings of the Council shall be held as needed to conduct the business of the City in conformance with an annual meeting schedule adopted by the Council, subject to amendment and/or modification by Council action. The location and the starting time shall clearly be identified on the agenda of the meeting and posted on the City's website. Notice of a change of any meeting place, date and/or time shall be given as required by law.

SECTION 2. CORRECTIONS

The City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 3. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective thirty days after adoption in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 4.
DATE: 11/08/2021
AI #:526



CITY COUNCIL ACTION REPORT

**SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH CITY OF
AVONDALE RELATING TO THE JOINT FIRE TRAINING
FACILITY USE**

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

The Intergovernmental Agreement (IGA) provides a partnership between the City of Avondale and the City of Goodyear relating to a joint training facility.

Recommendation

Approve the fire joint training facility use agreement between the City of Avondale and the City of Goodyear. (Paul Luizzi, Fire Chief)

FISCAL IMPACT

Historically, the City of Avondale and the City of Goodyear have shared all costs necessary for preventative maintenance, required maintenance, and repairs to the facility. Typically, the maintenance costs range from \$5,000-\$7,000 dollars annually and are included in the department's annual operating budget.

The updated IGA includes similar provisions for shared costs related to maintenance, repairs, custodial services, utilities, and capital improvements. All capital improvements are subject to budgetary approvals by each respective city.

BACKGROUND AND PREVIOUS ACTIONS

In June 2005 Council approved the first IGA between the City of Avondale and the City of Goodyear for the purposes of a fire training facility. Through the initial IGA, the joint training facility was built and utilized for the purpose of training fire personnel. The parties have continued to utilize the IGA and maintained cooperative use of the facility.

STAFF ANALYSIS

The agreement provides a continued partnership between the agencies, with the expectation of equally sharing the facility to provide on-going fire department related training for employees.

The updated IGA contains the following terms:

1. Creation of a joint user team co-chaired by training officers from both fire departments

2. Coordination of facility use scheduling and preventive maintenance plans by the joint user team
3. An initial five-year term with an option to renew for an additional five years
4. Live-Fire training activities conducted in accordance with NFPA standards and all fire-rescue training will be supervised by certified instructors
5. Facility use by non-party affiliated agencies will be subject to approval by the joint user team and also subject to user fees set forth in the agreement
6. Facility use for non-fire rescue events by non-party affiliated agencies will be subject to approval by the joint user team and subject to user fees set forth in the agreement
7. All user fees will be used solely for facility improvements or training

This agreement provides for the continued relationship between the parties. Both Fire Training Divisions have worked very well together in coordinating use of the facility supporting each fire department's training needs since 2005.

Attachments

IGA-Joint Training Facility

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOODYEAR
AND
THE CITY OF AVONDALE
FOR
JOINT TRAINING FACILITY USE

THIS INTERGOVERNMENTAL AGREEMENT FOR JOINT TRAINING FACILITY USE (this “Agreement”) is entered into as of _____, 2021, between the City of Goodyear, an Arizona municipal corporation (“Goodyear”) and the City of Avondale, an Arizona municipal corporation (“Avondale”). Goodyear and Avondale are sometimes collectively referred to in this Agreement as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, Goodyear and Avondale are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-951;

WHEREAS, the Parties agree that it is in the best interest of their respective citizens and fire personnel to jointly operate a fire training facility; and

WHEREAS, the Parties desire to continue to operate and maintain a joint training facility.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the Parties hereby agree as follows:

ARTICLE I
Additional Definitions

1.1 When used herein, the following terms shall have the meanings stated below:

1.1.1 “Agreement” shall mean this Intergovernmental Agreement, as amended or supplemented from time to time by mutual written agreement of the Parties.

1.1.2 “Facility” shall mean the Training Building, the Training Tower, the Property and all other infrastructure, utilities, structures, props, fixtures, furnishings, associated equipment, and other improvements and amenities associated with the operation of the fire training facility.

1.1.3 “Training Building” shall mean the temporary building, which is located on the Property and which is primarily used for the operation of the fire training facility as a classroom and for storage.

1.1.4 “Training Tower” shall mean the temporary training prop that can be disassembled and reassembled at a different location, and which is primarily used for practicing rescue techniques and structural fire suppression operations under controlled live-fire conditions using only Class A combustible materials such as wood pallets, wood cut-off material, straw, and tar paper.

1.1.5 “Property” shall mean the real property within the City of Avondale on which the fire training facility is located.

ARTICLE 2 Joint Facility Property

2.1 Ownership of the Facility; Interests of Parties.

2.1.1 Ownership of the Facility. Goodyear shall retain ownership of the Training Tower. Avondale shall retain ownership of the Property and the Training Building. No course or actions by Goodyear will entitle Goodyear to any ownership, title, or interest in any of the real property or improvements associated with the Facility except for the Training Tower, or except as otherwise provided in writing and executed by the Parties.

2.1.2 Grant of Perpetual Easements. Avondale hereby grants to Goodyear, its employees, agents, guests, customers, invitees, and licensees, a perpetual easement in, on, over, and across the Facility, for the joint use and occupancy thereof with Avondale, its employees, agents, guests, customers, invitees, and licensees, in accordance with and subject to the terms of the Agreement, specifically subsections 3.6 and 3.7

ARTICLE 3 Joint Facility Use

3.1 Use and Scheduling of the Facility. The Parties shall have equal shared use of the Facility. The assigned training officers of the Parties’ fire departments shall be responsible for jointly coordinating the sharing and scheduling of the Facility to maximize its use by either Party as needed for fire-rescue training.

3.2 Joint Users Team. A Joint Users Team shall be created and co-chaired by the training officers of both fire departments.

3.3 Scheduling, Cooperation. The Joint Users Team will work towards consensus and agree to cooperate in the scheduling of the use of the Facility as provided above. The Parties’ continuing cooperation hereunder shall include the obligation to meet on a regular basis to address the establishment and implementation of such scheduled uses and all future uses. The Parties agree to revise, update and modify the agreed-upon schedule of uses and programs for the Facility from time to time, as necessary, and to provide notice of same to each other and to each Parties’ constituents. In the event the Joint Users Team cannot achieve consensus on scheduling and

cooperation issues as provided above, Avondale reserves the right to a final decision on all matters regarding scheduling or use of the Facility.

3.4 Supervision of Training Activities. All fire-rescue training conducted at the Facility shall be supervised by an instructor holding a minimum certification of Fire Instructor I as specified by the NFPA 1401 Standard for Fire Instructor Professional Qualifications. Personnel with Fire Instructor I certifications can be provided by the Parties, if needed, and at a fee as listed in the Fee Schedule.

3.5 Live-Fire Training. All live-fire training conducted at the Facility and in the Training Tower shall be conducted in strict compliance with the NFPA 1403 Standard for Live Fire Training Evolutions. All live fire training conducted at the Facility shall be supervised by an instructor holding a minimum certification of Fire Instructor I as specified by the NFPA 1401 Standard for Fire Instructor Professional Qualifications. Personnel with Fire Instructor I certifications can be provided by the Parties, if needed, and at a fee as listed in the Fee Schedule.

3.6 Facility Use for Non-Party Affiliated Agencies. Any scheduling and/or use of the Facility for emergency services training by non-Party affiliated agencies should be scheduled and approved by both members of the Joint Users Team. Prior to any scheduled training, non-Party affiliated agencies must have all liability waiver documents properly signed, including the Facility Use Waiver, attached hereto as Exhibit A and incorporated herein by reference and will be subject to any fees listed in the Fee Schedule, attached hereto as Exhibit B and incorporated herein by reference.

3.7 Facility Use for Non-Fire-Rescue Training. Any scheduling and/or use of the Facility for emergency services training beyond the usual scope of fire-rescue training shall require advance approval by the Joint Users Team. Non-fire and rescue related training by Avondale or Goodyear agencies will not be subject to any fees. Other agencies conducting non-fire and rescue related training will be subject to the fees listed in the Fee Schedule, attached hereto as Exhibit B.

3.8 Use of Fees Collected. Fees collected by the City of Avondale will be used solely for Facility improvements or training.

ARTICLE 4 Operation, Maintenance, Repair and Capital Improvements

4.1 Facility Inspection, Repairs, and Planned Maintenance Needs. The Parties shall equally share all costs necessary for approved preventative maintenance, required maintenance, and repairs to the Facility.

4.1.1 The Joint Users Team will meet no less than quarterly, and more often as needed, to review planned maintenance, conduct inspections of the Facilities and develop

preventative maintenance plans, as well as identify any maintenance needs, repairs, and associated costs.

4.1.2 All maintenance and repairs will be approved by and coordinated through the Joint Users Team.

4.1.3 All approved work associated with any and all repairs and maintenance needs for the Facility shall be completed and/or coordinated by Avondale, through its usual and customary procurement process.

4.1.4 Avondale shall be responsible for billing Goodyear for 50% of the costs incurred for any and all approved repairs and maintenance of the Facility, which costs Goodyear shall pay Avondale within 30 days of receipt of the invoice.

4.2 Custodial Services. The Parties shall equally share all costs necessary for custodial services needed for the Facility, including, but not limited to, filter cleaning and replacement, with respect to the interior portions of the Facility.

4.3 Utilities. The Parties shall equally share all costs necessary for all utility services for the Facility including, but not limited to, electrical, gas, water, phone, cable, and information technology (IT) services.

4.4 Capital Cost. An agreement will be made between Avondale and Goodyear to approve and cost share in any and all capital improvements. Reimbursements upon mutual agreement can potentially be spread out over multiple fiscal years.

4.4.1 The Joint Users Team shall provide an estimate of the costs necessary for capital improvements of the Facility to be performed during the next fiscal year by no later than October 30th of each year. A Party has until June 30th, following the October 30th notice, to notify the Joint Users Team that the Party's share of the estimated costs for capital improvements will not be appropriated by the Party's governing body.

ARTICLE 5 Indemnification and Insurance

5.1 Indemnification. To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, and its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including, but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, or omissions of the indemnifying Party, its agents, officers, officials, employees, and volunteers in the use of the Facility.

5.2 Insurance.

5.2.1 Coverage. Each Party shall provide and maintain in full force while this Agreement is in effect:

(a) Public liability and property damage insurance from a reliable insurance company authorized to transact business in Arizona in the amount of not less than \$1,000,000 per occurrence for bodily injury or death; or

(b) An adequately funded self-insurance program for such liability and damage claims which complies with all applicable laws, rules and regulations. Each Party shall, in its sole discretion, make its own decision as to whether it will maintain said insurance through an insurance company or, alternatively, whether it will maintain said self-insurance program. Each Party shall, upon request of the other Party, provide the other Party with appropriate certificates of insurance or certificates of self-insurance.

5.2.2 Notice of Claims. Notice of any possible injury, loss or damage which may involve the other Party must be given immediately by the Party aware of such an occurrence to the other Party.

ARTICLE 6 Conflict Resolution/Decision Making

6.1 General. The Parties desire to resolve any dispute between them as quickly, inexpensively, and efficiently as possible, avoiding the expense and delay of court proceedings. This applies to every potential dispute between the Parties. Consequently, the Parties agree to the following sequence of procedures to resolve such disputes:

6.1.1 Negotiation. When either Party feels a dispute has arisen, the Party shall notify the other Party in writing of the nature and details of the dispute. Within 15 days, a meeting shall be held between the Parties' Fire Chiefs, or their designees, to begin a good faith attempt to negotiate a resolution. During this procedure the Parties shall communicate directly with each other in an effort to reach an agreement which serves the interests of both Parties.

6.1.2 City Attorney Committee. If negotiation as provided in Section 6.1.1 does not resolve the dispute, the Parties shall submit the matter to a two-person committee composed of Avondale's City Attorney (or his/her designee) and Goodyear's City Attorney (or his/her designee). The role of this two-person committee shall be to facilitate further negotiation between the Parties and, if possible, to resolve the dispute upon mutual consent of the Parties.

6.1.3 City Manager Committee. If a negotiation as provided in Section 6.1.1 or Section 6.1.2 above does not resolve the dispute, the Parties shall submit the matter to a two-person committee composed of Avondale's City Manager (or his/her designee) and Goodyear's City Manager (or his/her designee). The role of this two-person committee shall be to facilitate further negotiation between the Parties and, if possible, to resolve the dispute upon mutual consent of the Parties.

6.1.4 Termination. If a negotiation as provided in Section 6.1.1, Section 6.1.2, or Section 6.1.3 above does not resolve the dispute, then this Agreement shall terminate in accordance with Section 7.2 below.

ARTICLE 7
Miscellaneous

7.1 Term. The term of this Agreement shall be five years (commencing on the date hereof), subject to the Parties' right to extend the term hereof for an additional term of five years, unless it is sooner terminated (a) in accordance with Section 7.2 below, or (b) by mutual written consent of the Parties. Each Party shall provide the other with written notice of its election to extend the initial term at least six months prior to the expiration thereof.

7.2 Termination.

7.2.1 Termination. This Agreement may be terminated by either Party in its sole discretion by providing 60-day notice to the other Party. Each Party shall have no liability or reimbursement obligation for any improvements or repairs made to the Facility.

7.2.3 Cancellation. Each Party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under ARIZ REV STAT. § 38-511 as amended.

7.2.4 Disposal of Property. Upon termination of this Agreement:

(a) The property belonging to each Party shall remain the property of such Party.

(b) Goodyear shall be responsible for removing, at its own cost and within 60 days after termination of this Agreement, the Training Tower and all other property belonging to Goodyear.

(c) Any costs associated with the removal of the Training Building or any other property belonging to Avondale, if removed by Avondale, shall be borne by Avondale alone.

(d) The easement granted in Subsection 2.1.2 shall terminate without further action of either party.

7.3 Assignment. Neither Party may assign, sublet, mortgage or encumber any right or interest under this Agreement without the prior written consent of the other Party, which consent may be withheld by the other Party in its absolute and sole discretion.

7.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the Party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles Montoya, City Manager

With copy to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to Goodyear: City of Goodyear
PO Box 5100
Goodyear, Arizona 85338
Attn: Fire Chief

With copy to: City of Goodyear
190 North Litchfield Road
Goodyear, Arizona 85338
Attn: Roric Massey, City Attorney

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the Party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.5 Approvals. With respect to any provision of this Agreement requiring the consent or approval of either Party as to any matter, unless specifically provided to the contrary in the particular provision requiring such consent or approval, that consent or approval shall not be unreasonably withheld or unreasonably delayed by the Party whose consent or approval is required.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

7.7 Attorney's Fees. In the event of any litigation arising out of this Agreement, the substantially prevailing Party in such litigation shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

7.8 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any

other provision or application of the Agreement which may remain in effect without the invalid provision or application.

7.9 Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreement.

7.10 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

7.11 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

7.12 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

7.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.14 Recordation of Agreement: Effective Date. This Agreement shall be filed with the Maricopa County Recorder upon its execution. This Agreement shall be effective as of the date first set forth above or, if later, the date of filing of this Agreement as provided in this Section.

7.15 Time of Essence. Time is of the essence with respect to the performance of each and every term, condition, and obligation of this Agreement.

7.16 Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

7.17 Legal Worker Requirements. As mandated by ARIZ. REV. STAT. § 41-4401, each Party is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with ARIZ. REV. STAT. §23-214-A, which requires that “every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.” A contractor is not in material breach of this provision if it complies with the employment verification provisions prescribed by Section 274a and 274b of the federal Immigration Nationality Act and the e-verify requirements of ARIZ. REV. STAT. §23-214-A. As required by ARIZ. REV. STAT. § 41-4401, each Party offers the following to the other:

7.17.1 It warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with ARIZ. REV. STAT. §23-214-A.

7.17.2 A breach of that warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of this Agreement.

7.17.3 Each Party retains the legal right to inspect the paper of the other to ensure that it is complying with the warranty specified in Section 7.17.1.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

“Avondale”

City of Avondale, an Arizona
municipal corporation

Kenneth N. Weise, Mayor

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Goodyear”

City of Goodyear, an Arizona
municipal corporation

Georgia Lord, Mayor

Date: _____

Darcie McCracken, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris
Avondale City Attorney

Roric Massey
Goodyear City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOODYEAR
AND
THE CITY OF AVONDALE
FOR
JOINT TRAINING FACILITY USE

[Facility Use Waiver]

See following page.



FACILITY USE WAIVER

The Cities of Avondale and Goodyear operate a fire fighter training program. The Firefighter Training Programs at the joint facility ("Facility") have been developed in accordance with the standards adopted by the Phoenix Regional Fire and Consolidated Dispatch program as well as those of the National Fire Protection Association and other agencies.

Participation in firefighter training involves risks of personal injury and/or property damage. Injuries in Firefighter Training are not uncommon but they are usually limited to sore muscles and joints due to lack of exercise. However, prudent participants will want to ensure they have coverage for major injuries, which are very rare, but possible.

Prior to participating in each training activity participants will be instructed in the proper use of any equipment and/or facility. Participants shall be responsible for following correct procedures and safety precautions. Participants will also be responsible for reporting any safety concerns to the proper facility personnel. Students may be exposed to the following situations: physical fitness training, outdoor environmental climate extremes, exposure to live fire and smoke, and physical and mental fatigue. This list is intended to give the student an idea of the rigors of Firefighter Training. However, the list is not intended to be an all-inclusive list of stressors a participant in Firefighter Training might encounter.

ASSUMPTION OF RISK AND RELEASE

In consideration for the opportunity to participate in the Firefighter Training program, the undersigned agrees to comply with all rules, regulations, procedures and safety precautions established by the facility in connection with the Firefighter Training Program and the use of the equipment facilities associated with it.

Furthermore, I acknowledge the existence of the risk associated with this program and agree to assume such risk and accept responsibility for any injuries, illness, death and/or property damage sustained by me in the course of participation in this program. I hereby agree for myself, my heirs, executors and administrators to release and consent not to sue the Cities of Avondale and Goodyear, their employees, whether full or part-time, paid or unpaid, their administrators, directors, officers and agents, and hold them harmless for any losses or injuries that may result from participation in this training program.

I acknowledge that I have read this document and understand it and I am signing voluntarily.

Signature _____ Date: _____
Last Name: _____ First: _____ Middle: _____

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOODYEAR
AND
THE CITY OF AVONDALE
FOR
JOINT TRAINING FACILITY USE

[Training Center Fee Schedule]

See following page.

Training Center Fee Schedule		
Prop/Room	Non-Affiliated Party Cost	Minimal Rental Time
Classroom	\$40/hour	2 hours
Commercial Ventilation Prop	\$50/hour	2 hours
Burn Tower (Live Fire Drills)	\$70/hour	2 hours
Burn Tower (Non-Live Fire Drills)	\$30/hour	2 hours
Vehicle Fire Prop	\$20/hour	2 hours
Flashover Chamber	\$70/hour	2 hours
Vehicle Roadways	\$20/hour	2 hours
Vehicle Extrication Training Area	\$20/hour	2 hours
Materials	Non-Affiliated Party Cost	Minimal Rental Time
OSB for Ventilation Props	Current market price	N/A
Salvage Vehicles	\$300 each	N/A
Personnel	Non-Affiliated Party Cost	Minimal Rental Time
Fire Instructor I	\$75/hour	2 hours
Live Fire Assistants	\$50/hour	2 hours

Cleaning Fee: \$500 (Waivable if Facility Clean After Use)

ITEM #: 5.
DATE: 11/08/2021
AI #:537



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

STAFF PRESENTER(S): Lisa Maxie-Mullins, City Attorney

OTHER PRESENTER(S):

SUMMARY

Approval of the One Arizona settlement funds distribution agreement which sets forth terms for distributing and spending of opioid settlement funds resulting from the State of Arizona's proposed settlement agreement with national opioid drug companies.

Recommendation

ADOPT RESOLUTION NO. 2021-2185 APPROVING THE ONE ARIZONA OPIOID DISTRIBUTION SETTLEMENT FUNDS AGREEMENT; PROVIDE AUTHORIZATION FOR THE CITY ATTORNEY AND CITY MANAGER OR HER DESIGNEE TO TAKE ANY AND ALL ACTIONS NECESSARY IN FURTHERANCE OF THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Lisa Maxie-Mullins, Assistant City Attorney)

FISCAL IMPACT

The receipt of settlement funds will not require any matching funds or expenditures from the city. Any future settlement amounts received will be budgeted appropriately and utilized as set forth in the agreement to combat the opioid epidemic.

BACKGROUND AND PREVIOUS ACTIONS

On December 14, 2020, City Council approved the One Arizona Plan Memorandum of Understanding (MOU). The MOU outlined the approach for joint settlement negotiations between the State of Arizona and opioid drug companies. The MOU also included proposed settlement fund allocations among government entities and set forth approved uses after settlement funds were received. The MOU emphasized that less than 100% participation by all Maricopa County cities and towns would reduce the amount of money received by Maricopa County from any global opioid settlement. According to the Arizona Attorney General's Office (AGO), every county and 90 of the 91 Arizona cities and towns executed the MOU.

Subsequently, the State of Arizona reached a proposed settlement agreement with several of

the opioid drug companies in August 2021. The proposed settlement agreement amount for Arizona is estimated at around \$549 million. In September 2021, the Arizona Attorney General's Office (AGO) requested that all local governments finalize the distribution agreement and execute the One Arizona Distribution of the Opioid Settlement Funds Agreement (Agreement).

STAFF ANALYSIS

The Agreement sets forth the distribution amounts and the approved uses after settlement funds are received from several opioid drug companies. The Agreement contains terms similar to the terms outlined in the 2020 MOU approved by on Council. The following material terms have not been changed and were included in both the MOU and the current Agreement:

- Of the \$549 million of settlement funds, the State will receive 44% and the local governments will receive 56%.
 - Maricopa County's Allocation is 57% of the 56% local government allocation.
 - The county's percentage allocation is based upon the following factors: (a) the amount of opioids shipped to the county (b) number of opioid deaths in the county and (c) number of people who suffer opioid use disorder within the county
 - City of Goodyear allocation of the Maricopa County's portion is .76%
 - The city's percentage allocation is based on the city's historical federal data concerning opioid-related expenditures utilizing certain census data.
 - This amount could decrease if less than 100% of Maricopa County cities participate in the final settlement distribution.
- The city may utilize the funds to meet locality needs to abate the opioid epidemic in accordance with the approved uses set forth in the agreement.
- State authorization is not required for local government expenditure of funds, but local governments are required to annually report expenditures.
- If less than 100% of the cities within Maricopa participate then the funding for the county will be reduced based on a formula outlined in the Agreement.
- All funding will be managed and expended by a Trustee.
- Any funds received must be used for local and community opioid abatement purposes and programs. This includes law enforcement expenditures related to the opioid epidemic.
- These funds could be used directly by the city or the city could provide the funding via grants to local organizations that provide drug prevention related services, educational programs, or treatment.
- The city will have to verify and report that funds are being used for approved programs.

The updated Agreement contains the following modifications (which differ from the 2020 MOU):

- Allows direct pay by the settlement fund administrator to the local government entity
- Clarification regarding payment of attorney fees for outside counsel, which will be taken from the gross proceeds prior to distribution to the State and local governments.

The approval of this Agreement by enough Arizona counties, cities and towns will enable the proposed \$549 million dollar settlement to move forward authorizing the distribution of settlement proceeds to mitigate the negative impacts of the opioid crisis in 2022. The city has not directly participated in any litigation concerning opioid distribution and manufacturing. However, approval of this Agreement will allow the city to receive a settlement payout from opioid drug companies that can be utilized within the city to abate the opioid drug epidemic. If approved, the initial settlement payout may occur within the second quarter of 2022.

Attachments

Resolution w-Ex. A-Agreement

RESOLUTION NO. 2021-2185

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE ONE ARIZONA OPIOID DISTRIBUTION SETTLEMENT FUNDS AGREEMENT; PROVIDE AUTHORIZATION FOR THE CITY ATTORNEY AND CITY MANAGER OR HER DESIGNEE TO TAKE ANY AND ALL ACTIONS NECESSARY IN FURTHERANCE OF THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Arizona citizens and communities have been harmed by the opioid epidemic caused by opioid drug companies; and

WHEREAS, opioid drug companies have engaged in manufacturing, marketing, promotion, distribution, and dispensing of opioids and opioids have been linked to overdose deaths, over-prescribing, and addiction; and

WHEREAS, the State of Arizona and some Arizona local government entities initiated litigation against various opioid drug companies to hold the drug companies accountable for the damage caused by the opioid epidemic; and

WHEREAS, various opioid drug companies, engaged in litigation with government entities throughout the United States, desire to pursue a global settlement with all U.S. government entities, including those government entities which have not initiated a lawsuit; and

WHEREAS, on December 14, 2020, the Goodyear City Council approved the One Arizona Opioid Settlement Memorandum of Understanding (MOU), and

WHEREAS, the State of Arizona, all Arizona counties, and a majority of Arizona municipalities executed the MOU; and

WHEREAS, the MOU set forth a joint approach to settlement negotiations with opioid drug companies and authorized Arizona government entities to cooperate in pursuing settlement resolutions, settlement fund allocation and the utilization of settlement funds for opioid abatement and prevention; and

WHEREAS, in August of 2021, the Arizona Attorney General's Office announced a proposed settlement agreement with opioid drug companies in the amount of \$549 million dollars for those entities that executed the MOU, and

WHEREAS, in September of 2021, the Arizona Attorney General's Office, notified the City of Goodyear of the proposed settlement and requested the city to execute the final settlement fund distribution agreement; and

WHEREAS, Arizona government entities, including the City of Goodyear, share a common goal to eliminate the impact caused by the opioid drug companies conduct throughout the State of Arizona and within the City of Goodyear; and

WHEREAS, approval and execution of the One Arizona Opioid Distribution of Opioid Settlement Funds Agreement will finalize the distribution allocation of settlement funds awarded to the State of Arizona and local government entities resulting in a payment of settlement funds to the City of

Goodyear from opioid drug companies related to the harm caused to Goodyear citizens and communities associated with the opioid epidemic.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. APPROVE THE SETTLEMENT FUNDS AGREEMENT

The Mayor and Council of the city of Goodyear hereby approve the One Arizona Distribution of Opioid Settlement Funds Agreement between the city of Goodyear, the state of Arizona, and several other Arizona governmental entities, a copy of which is attached hereto as Exhibit A.

SECTION 2. PROVIDING AUTHORIZATION AND DIRECTION

The Mayor and Council of the city of Goodyear hereby authorizes the City Attorney to sign the "One Arizona Distribution of Opioid Settlement Funds Agreement" and hereby authorize the City Attorney and/or the City Manager or her designee to take any and all actions necessary in furtherance of the Agreement, and to carry out the intent of this Resolution.

SECTION 3. EFFECTIVE DATE

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT “A”

ONE ARIZONA OPIOID DISTRIBUTION SETTLEMENT FUNDS AGREEMENT

[ON THE FOLLOWING PAGES]

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 forth 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

APACHE COUNTY

APACHE COUNTY

EAGER TOWN

By: _____

By: _____

Its: _____

Its: _____

SPRINGERVILLE TOWN

ST JOHNS CITY

By: _____

By: _____

Its: _____

Its: _____

COCHISE COUNTY

COCHISE COUNTY

BENSON CITY

By: _____

Its: _____

By: _____

Its: _____

BISBEE CITY

DOUGLAS CITY

By: _____

Its: _____

By: _____

Its: _____

HUACHUCA CITY TOWN

SIERRA VISTA CITY

By: _____

Its: _____

By: _____

Its: _____

TOMBSTONE CITY

WILLCOX CITY

By: _____

Its: _____

By: _____

Its: _____

COCONINO COUNTY

COCONINO COUNTY

FLAGSTAFF CITY

By: _____

Its: _____

By: _____

Its: _____

FREDONIA TOWN

PAGE CITY

By: _____

Its: _____

By: _____

Its: _____

SEDONA CITY

TUSAYAN TOWN

By: _____

Its: _____

By: _____

Its: _____

WILLIAMS CITY

By: _____

Its: _____

GILA COUNTY

GILA COUNTY

GLOBE CITY

By: _____
Its: _____

By: _____
Its: _____

HAYDEN CITY

MIAMI TOWN

By: _____
Its: _____

By: _____
Its: _____

PAYSON TOWN

STAR VALLEY TOWN

By: _____
Its: _____

By: _____
Its: _____

WINKELMAN TOWN

By: _____
Its: _____

GRAHAM COUNTY

GRAHAM COUNTY

PIMA TOWN

By: _____

Its: _____

By: _____

Its: _____

SAFFORD CITY

THATCHER TOWN

By: _____

Its: _____

By: _____

Its: _____

GREENLEE COUNTY

GREENLEE COUNTY

CLIFTON TOWN

By: _____

Its: _____

By: _____

Its: _____

DUNCAN TOWN

By: _____

Its: _____

LA PAZ COUNTY

LA PAZ COUNTY

PARKER TOWN

By: _____

Its: _____

By: _____

Its: _____

QUARTZITE TOWN

By: _____

Its: _____

MARICOPA COUNTY

MARICOPA COUNTY

By: _____

Its: _____

APACHE JUNCTION CITY

By: _____

Its: _____

AVONDALE CITY

By: _____

Its: _____

BUCKEYE TOWN

By: _____

Its: _____

CAREFREE TOWN

By: _____

Its: _____

CAVE CREEK TOWN

By: _____

Its: _____

CHANDLER CITY

By: _____

Its: _____

EL MIRAGE CITY

By: _____

Its: _____

FOUNTAIN HILLS TOWN

By: _____

Its: _____

GILA BEND TOWN

By: _____

Its: _____

MARICOPA COUNTY

GILBERT TOWN

By: _____

Its: _____

GLENDALE CITY

By: _____

Its: _____

GOODYEAR CITY

By: _____

Its: _____

GUADALUPE TOWN

By: _____

Its: _____

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: _____

MARICOPA COUNTY

SCOTTSDALE CITY

SURPRISE CITY

By: _____

Its: _____

By: _____

Its: _____

TEMPE CITY

TOLLESON CITY

By: _____

Its: _____

By: _____

Its: _____

WICKENBURG TOWN

YOUNGTOWN TOWN

By: _____

Its: _____

By: _____

Its: _____

MOHAVE COUNTY

MOHAVE COUNTY

By: _____

Its: _____

BULLHEAD CITY

By: _____

Its: _____

COLORADO CITY TOWN

By: _____

Its: _____

KINGMAN CITY

By: _____

Its: _____

LAKE HAVASU CITY

By: _____

Its: _____

NAVAJO COUNTY

NAVAJO COUNTY

HOLBROOK CITY

By: _____

Its: _____

By: _____

Its: _____

PINETOP-LAKESIDE TOWN

SHOW LOW CITY

By: _____

Its: _____

By: _____

Its: _____

SNOWFLAKE TOWN

TAYLOR TOWN

By: _____

Its: _____

By: _____

Its: _____

WINSLOW CITY

By: _____

Its: _____

PIMA COUNTY

PIMA COUNTY

MARANA TOWN

By: _____
Its: _____

By: _____
Its: _____

ORO VALLEY TOWN

SAHUARITA TOWN

By: _____
Its: _____

By: _____
Its: _____

SOUTH TUCSON CITY

TUCSON CITY

By: _____
Its: _____

By: _____
Its: _____

PINAL COUNTY

PINAL COUNTY

By: _____

Its: _____

CASA GRANDE CITY

By: _____

Its: _____

COOLIDGE CITY

By: _____

Its: _____

ELOY CITY

By: _____

Its: _____

FLORENCE TOWN

By: _____

Its: _____

KEARNY TOWN

By: _____

Its: _____

MAMMOTH TOWN

By: _____

Its: _____

MARICOPA CITY

By: _____

Its: _____

SUPERIOR TOWN

By: _____

Its: _____

SANTA CRUZ COUNTY

SANTA CRUZ COUNTY

NOGALES CITY

By: _____

Its: _____

By: _____

Its: _____

PATAGONIA TOWN

By: _____

Its: _____

YAVAPAI COUNTY

YAVAPAI COUNTY

By: _____

Its: _____

CAMP VERDE TOWN

By: _____

Its: _____

CHINO VALLEY TOWN

By: _____

Its: _____

CLARKDALE TOWN

By: _____

Its: _____

COTTONWOOD CITY

By: _____

Its: _____

DEWEY-HUMBOLDT TOWN

By: _____

Its: _____

JEROME TOWN

By: _____

Its: _____

PRESCOTT CITY

By: _____

Its: _____

PRESCOTT VALLEY TOWN

By: _____

Its: _____

YUMA COUNTY

YUMA COUNTY

By: _____

Its: _____

SAN LUIS CITY

By: _____

Its: _____

SOMERTON CITY

By: _____

Its: _____

WELLTON TOWN

By: _____

Its: _____

YUMA CITY

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

<u>Exhibit B</u>	
<u>Allocation to Arizona Counties/Regions</u>	
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%
WILLCOX 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%

ITEM #: 6.
DATE: 11/08/2021
AI #:553



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE SUPPLEMENT NO. 005 TO CITY OF PHOENIX
INTERGOVERNMENTAL AGREEMENT FOR SHARED
TELECOMMUNICATIONS FACILITIES**

STAFF PRESENTER(S): Shauna Henrie, Telecommunications Manager

SUMMARY

The purpose of the existing Intergovernmental Agreement (IGA) with the City of Phoenix (CON-CX-0337-05) is to provide for sharing of space and/or cost of radio system infrastructure where applicable. Supplement Agreement 005 is an amendment to the 2005 IGA to add an additional site to the list of included facilities. At this new site, the Regional Wireless Cooperative (RWC) will install and maintain new radio equipment.

Recommendation

ADOPT RESOLUTION NO. 2021-2188 APPROVING AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE SUPPLEMENT NO. 005 TO INTERGOVERNMENTAL AGREEMENT CON-CX-0337-05 WITH THE CITY OF PHOENIX FOR SHARED TELECOMMUNICATION FACILITIES (REGIONAL WIRELESS COOPERATIVE RADIO SYSTEM) (Shauna Henrie, Telecommunications Manager)

FISCAL IMPACT

Execution of this Supplement No. 005 will not incur any additional costs to the City in FY2022 or any other future year.

BACKGROUND AND PREVIOUS ACTIONS

The original IGA was first signed in 1999 and provided the framework for subsequent agreements regarding the sharing of telecommunications facilities between Phoenix and Goodyear. The City previously executed several supplements and associated amendments with the City of Phoenix extending the IGA to cover the radio sites within the City of Goodyear.

Council recently approved the extension to the master IGA (CON-CX-0337-05) on September 27, 2021, which extended the term of the underlying IGA through May of 2030.

STAFF ANALYSIS

This Supplement No. 005 will allow the RWC, a City of Phoenix entity, to add radio equipment at a new site located at the telecommunications center. The installation will further enhance the use of an interoperable radio system for various agencies. The installation at this additional site will become an important part of the RWC network and allow public safety agencies to operate in a more effective and efficient manner while providing services to the public. By sharing facilities where possible, it reduces the overall operating costs of the radio system to each municipality involved.

Attachments

Resolution w-IGA Exhibit A

RESOLUTION NO. 2021-2188

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE SUPPLEMENT NO. 005 TO INTERGOVERNMENTAL AGREEMENT CON-CX-0337-05 WITH THE CITY OF PHOENIX FOR SHARED TELECOMMUNICATION FACILITIES (REGIONAL WIRELESS COOPERATIVE RADIO SYSTEM).

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona are dedicated to the safety of the community; and

WHEREAS, the City of Goodyear provides public safety and municipal services and needs a radio system to conduct those services; and

WHEREAS, the City of Goodyear is a partner in good standing with the Regional Wireless Cooperative (RWC); and

WHEREAS, the City of Phoenix provides operational, technical, and administrative support to the Regional Wireless Cooperative; and

WHEREAS, it is in the best interest of the health, safety and welfare of the City to execute this supplement to the IGA with the City of Phoenix to add an additional radio equipment site at the telecommunications center which will become an important part of the RWC network.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Site Specific Supplement No. 005 to Intergovernmental Agreement CON-CX-0337-05 with the City of Phoenix for Shared Telecommunications Facilities, a copy of which is attached as Exhibit "A," is hereby approved.

SECTION 2. The City Manager or her designee is authorized to execute the Site Specific Supplement No. 005 to Intergovernmental Agreement CON-CX-0337-05 with the City of Phoenix and is further authorized to execute any and all additional documents necessary to carry out the intent of the Supplement No. 005.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

SUPPLEMENT NO. 005 TO INTERGOVERNMENTAL AGREEMENT CON-CX-0337-05 WITH
THE CITY OF PHOENIX FOR SHARED TELECOMMUNICATION FACILITIES (REGIONAL
WIRELESS COOPERATIVE RADIO SYSTEM)

[ON THE FOLLOWING PAGES]

SITE SPECIFIC SUPPLEMENT NO. 005
INTERGOVERNMENTAL AGREEMENT (IGA) No. 71736
FOR SHARING OF TELECOMMUNICATIONS FACILITIES
BETWEEN
THE CITY OF PHOENIX, IGA No. 71736
AND
THE CITY OF GOODYEAR, CON-CX-0337-05-SU5

This Site Specific Supplement 005 to the Intergovernmental Agreement (IGA) No. 71736 and CON-CX-0337-05 for Sharing of Telecommunications Facilities between the City of Phoenix and the City of GOODYEAR dated November 9, 2021, is made and entered into and is effective on the date of the last signature below ("Effective Date"), by and between the City of Phoenix, an Arizona municipal corporation (PHOENIX) on behalf of the Regional Wireless Cooperative (RWC), and the City of GOODYEAR, an Arizona municipal corporation (GOODYEAR). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY." The AGENCIES enter into this Site Specific Supplement which shall be Supplement No. 005.

1. SITE:

- 1.1. City of GOODYEAR Police Dispatch, 14455 W. Van Buran Street, GOODYEAR, AZ 85338, (Latitude 33°, 26', 51.80" N, Long 112°, 22', 9.40" W). GOODYEAR, the property owner, grants PHOENIX/RWC permission to use the existing property for the installation of RWC microwave equipment, to connect RWC Simulcast "J" Sub site GCOM into the RWC Network.
- 1.2. GOODYEAR grants PHOENIX permission to occupy sufficient space for the RWC 700 MHz radio/network equipment as well as the RWC Hazard Zone Fire VHF transmitter/receiver equipment and associated antennas to be mounted on the tower.

2. FACILITY OWNERSHIP: GOODYEAR owns and operates this facility. If this agreement is ever terminated, PHOENIX shall be responsible to remove all its equipment and restore the property to its pre-existing condition as agreed upon by GOODYEAR.

3. EQUIPMENT OWNERSHIP: GOODYEAR shall own all equipment that was purchased through Motorola for the RWC Simulcast "J" Sub site GCOM that are associated with the RWC Network. Any network equipment that may be replaced and is purchased by the RWC, shall become the property of the RWC.

4. FREQUENCY USE:

- 4.1. Frequency Licensing: As stipulated in the IGA, each agency is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC).

- 4.2. Frequency Protection:

- 4.2.1. PHOENIX shall be responsible for resolving interference problems generated by new PHOENIX-owned equipment which may affect existing frequencies employed by GOODYEAR and shall bear the cost of such resolution. PHOENIX will not be responsible for interference to GOODYEAR equipment from PHOENIX equipment that exists at the time any new GOODYEAR equipment is added. PHOENIX also agrees to work with GOODYEAR to resolve any potential interference problems between their respective systems.

- 4.2.2. GOODYEAR shall be responsible for resolving interference problems generated by new GOODYEAR-owned equipment which may affect existing frequencies employed by PHOENIX and shall bear the cost of such resolution.

- 4.2.3. PHOENIX and GOODYEAR shall ensure that they are operating telecommunications equipment at this site in compliance with current licenses issued by the Federal Communications Commission (FCC). In the event that interference issues arise with either AGENCY'S equipment and it is determined that the interfering party is in compliance with their FCC license then both AGENCIES will cooperate and work together to equitably resolve the problem per established FCC guidelines.

4.3. Equipment/Frequency Assignment:

4.3.1. The GOODYEAR Sub site GCOM will become an important part of the RWC Network. The site will contain the following Microwave, Transmitters, Receivers:

- MICROWAVE EQUIPMENT/FREQUENCIES:

- See Attachment A.

- RWC SIMULCAST "J" FREQUENCIES:

- GOODYEAR Sub site GCOM:

▪ Channel 1	769.11875
▪ Channel 2	769.36875
▪ Channel 3	769.61875
▪ Channel 4	769.86875
▪ Channel 5	770.11875
▪ Channel 6	770.36875
▪ Channel 7	772.78125
▪ Channel 8	774.18125
▪ Channel 9	773.93125

- PHOENIX FIRE VHF SYSTEM FREQUENCIES:

- GOODYEAR Sub site GCOM:

▪ Channel 1	154.190 (Receive only)
▪ Channel 2	154.250 (Receive only)
▪ Channel 3	154.070 (Receive only)
▪ Channel 8	153.770 (Receive only)
▪ Channel 9	155.670 (Receive only)

5. REMOVAL OF EQUIPMENT: PHOENIX will remove all PHOENIX/RWC-owned equipment from GOODYEAR property and return the property to its original condition upon termination of this agreement by either AGENCY.
6. MAINTENANCE AND RESPONSIBILITY: Maintenance of equipment, and various site responsibilities are delineated in the attached Exhibit A. GOODYEAR shall provide reasonable 24 hour/day access to the site by PHOENIX personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either AGENCY that may affect the other AGENCY'S equipment or network systems shall be coordinated between the AGENCIES prior to the start of such work. Because this equipment supports Public Safety Operations, network service interruptions shall be kept to an absolute minimum. Absent an emergent incident, a minimum of 24 hours advance notice shall be given to the other AGENCY'S representative prior to an AGENCY conducting an activity that would result in network service interruptions.
7. COMPENSATION: There will be no charge for the microwave system in support of the GOODYEAR dispatch function at this facility.
8. TERM: The term of this SUPPLEMENT shall be coterminous with the underlying AGREEMENT.
9. OPTION TO EXTEND: This SUPPLEMENT will automatically renew upon the renewal of the underlying Agreement.
10. TERMINATION: GOODYEAR OR PHOENIX may terminate this Supplement or use of the facility at any time by giving no less than 365 days written notice. Unless sooner terminated, this Supplement and any extensions hereof shall automatically terminate upon termination of the IGA.

IN WITNESS WHEREOF, the parties herein have caused this IGA Site Specific Supplement No. 005 to be executed in duplicate originals.

CITY OF GOODYEAR, a municipal corporation
Julie Karins, City Manager

By: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM:

In accordance with A.R.S. Sec, 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Goodyear under the laws of the State of Arizona.

City Attorney

ATTEST:

City Clerk

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: _____

John Imig
Executive Director, Regional Wireless
Cooperative

Date: _____

APPROVED AS TO FORM:

In accordance with A.R.S. Sec, 11-952, this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

Acting City Attorney

ATTEST:

City Clerk

EXHIBIT A

City of GOODYEAR Sub site (GCOM): Responsibility and Maintenance Support Matrix IGA Number: 71736 (Last updated: 02/05/2020)		
Item	Action for RWC	Action for Member
RF & Network Infrastructure	RWC to maintain equipment at GCOM after warranty expiration	GOODYEAR/Motorola will be responsible for maintenance during 1-year warranty period
Microwave	RWC to maintain the equipment, after warranty expiration	GOODYEAR/Motorola will be responsible for maintenance during 1-year warranty period
Communications - T1/Ethernet	N/A	N/A
Radio Subscriber Equipment	N/A	N/A
Dispatch Console Equipment and Logging Recorders	N/A	GOODYEAR is responsible for all maintenance and configuration management of dispatch console equipment, logging recorder, and control stations.
Conventional Site Controllers	None	GOODYEAR is responsible for all maintenance and management of the conventional site controllers.
Tower	N/A	GOODYEAR is responsible for all tower maintenance, licensing and keeping all service/ maintenance logs.
Antennas	The RWC is responsible to maintain the microwave, RWC 700 MHz and RWC Fire VHF antennas mounted at Subsite GCOM, Cashion and Buckeye PD	GOODYEAR is responsible for the maintenance and management of all other antennas at the GCOM site.
Building	N/A	Subsite GCOM owned and maintained by GOODYEAR.

HVAC	N/A	Subsite GCOM owned and maintained by GOODYEAR
Generator	N/A	Subsite GCOM owned and maintained by GOODYEAR
Pest Control	N/A	Subsite GCOM owned and maintained by GOODYEAR
FM 200	N/A	Subsite GCOM owned and maintained by GOODYEAR
Commercial Power	N/A	Goodyear responsible to make payments and reimburse expense from the RWC.
Phoenix Fire VHF	The RWC is responsible for the maintenance of all equipment associated with the RWC Fire VHF system.	N/A
Lease	N/A	N/A
Access	N/A	GOODYEAR is responsible to provide the RWC reasonable, 24 by 7 access to the GCOM subsite
Insurance	The RWC and/or the City of Phoenix shall maintain appropriate insurance for any equipment belonging to them.	GOODYEAR shall maintain appropriate insurance for all equipment for which GOODYEAR retains ownership.

ITEM #: 7.
DATE: 11/08/2021
AI #:539



CITY COUNCIL ACTION REPORT

**SUBJECT: DECLARATION OF EXCLUSIVE UTILITY EASEMENTS
RELATED TO WELL SITE 26**

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY

Declaration of easements for city owned utilities located within city owned property.

Recommendation

ADOPT RESOLUTION NO. 2021-2186 DECLARING EXCLUSIVE UTILITY EASEMENTS, PROVIDING DIRECTION REGARDING THE RECORDATION OF THE RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the city in the fiscal year 2022 or future years related to the acceptance of this easement.

BACKGROUND AND PREVIOUS ACTIONS

The city owns several parcels of land which were acquired as part of the city's Bullard Wash storm water system and future linear park alignment between Van Buren Street and MC-85 ("City Property"). The city is currently in the final design phase of drilling for a new city well (Well 26) and the associated water line which will transport the water from the new Well 26 to the existing city water treatment facility located on Bullard Avenue south of Yuma Road. The water line will be located within a portion of the City Property and will be constructed parallel to an existing sewer line that was previously constructed within the City Property.

STAFF ANALYSIS

In order to provide notice of the existence of these lines, staff is recommending that Council declare exclusive utility easements for the city utilities in the locations where the sewer lines and water lines are located, or will be located, and have the Resolution recorded with the Maricopa County Recorder's Office for future reference.

Attachments

Resolution w-Utility Easement Exhibit

RESOLUTION NO. 2021-2186

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING EXCLUSIVE UTILITY EASEMENTS, PROVIDING DIRECTION REGARDING THE RECORDATION OF THE RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the power vested in the City of Goodyear ("City") by its Charter and pursuant to A.R.S. § 9-499.01, the Mayor and Council of the City of Goodyear have the power to administer and establish utility easements; and

WHEREAS, the City owns several parcels of land which were acquired as part of the city's Bullard Wash storm water system and future linear park alignment between Van Buren Street and MC-85 ("City Property"); and

WHEREAS, the City is currently in the final design phase for a new city well being drilled (Well 26) and the associated water line which will transport the water from the new Well 26 to the existing city water treatment facility located on Bullard Avenue south of Yuma Road; and

WHEREAS, the City has previously placed a sanitary sewer line within a portion of the City Property; and

WHEREAS, the new water line will be constructed adjacent to the existing sanitary sewer line in areas where both the water and sanitary sewer lines are running parallel and in these locations they will both be within the areas to be declared as utility easements; and

WHEREAS, the City has determined it is in our best interest to declare exclusive utility easements for city utilities in the locations described and depicted on the attached Exhibit "A" to provide a record of the utility easements on the City Property in the Maricopa County recorder's office for future reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear find and determine that it is in the interest of the public health, safety, and welfare of the city to establish, for the benefit and exclusive use by the city of Goodyear, exclusive utility easements in the locations described and depicted in Exhibit "A."

SECTION 2. The Mayor and Council of the city of Goodyear hereby declare the establishment of exclusive utility easements to and for the benefit of the City of Goodyear, on, over, under, across, above and through the real property described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Easement Areas"), for use by the City of Goodyear, its representatives, agents, and contractors, including sub-contractors, for the following purposes: entering upon, operating, inspecting, constructing, maintaining, repairing, replacing utility facilities owned and operated by the City of Goodyear including water, sewer lines, telemetering and communications equipment, and appurtenances thereto, together with the right of access to the Easement Areas for the purposes stated herein. No merger of title, estate or interest shall be deemed effected by the City of Goodyear's current fee ownership in the property described in Exhibit "A",

and it is the express intent of the City of Goodyear that these easements not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate in the property described in Exhibit "A" now or hereafter held by the City of Goodyear or its successors or assigns.

SECTION 3. The Mayor and Council of the City of Goodyear hereby direct the City Manager or his/her designee to record or cause to be recorded this Resolution declaring exclusive utility easements for the benefit of the City of Goodyear.

SECTION 4. The utility easements established herein shall become effective upon the recordation of this Resolution in the official records of the Maricopa County Recorder.

SECTION 5. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT 'A'

Exclusive Utility Line Easement

[On the Following Pages]

NEW UTILITY EASEMENT "A" DESCRIPTION:

A PORTION OF TRACT "B", THE FINAL PLAT OF COMPASS DATACENTERS-PHX I, AS RECORDED IN BOOK 1476, PAGE 49, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 01 NORTH, RANGE 01 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8;

THENCE NORTH 89 DEGREES 26 MINUTES 27 SECONDS WEST (BASIS OF BEARING) ALONG THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 2605.01 FEET TO THE NORTH QUARTER OF SAID SECTION 8;

THENCE SOUTH 00 DEGREES 38 MINUTES 06 SECONDS WEST A DISTANCE OF 2968.48 FEET TO THE SOUTHWEST CORNER OF TRACT "B" OF SAID FINAL PLAT OF COMPASS DATACENTERS-PHX I;

THENCE SOUTH 89 DEGREES 26 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT "B", A DISTANCE OF 361.49 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B";

THENCE NORTH 04 DEGREES 41 MINUTES 10 SECONDS WEST A DISTANCE OF 30.13 TO A POINT ON THE NORTH LINE OF A 30.0 FOOT SANITARY SEWER EASEMENT PER DOCUMENT 2003-1323315, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 26 MINUTES 35 SECONDS WEST, ALONG THE NORTH LINE OF SAID SANITARY SEWER EASEMENT A DISTANCE OF 207.53 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, DEPARTING THE NORTH LINE OF SAID SANITARY SEWER EASEMENT, A DISTANCE OF 112.85 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 93.04 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 35 SECONDS EAST A DISTANCE OF 185.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "B" AND THE START OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET, WHOSE CENTER BEARS SOUTH 84 DEGREES 05 MINUTES 42 SECONDS WEST;

THENCE CONTINUING SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 13 MINUTES 08 SECONDS, A DISTANCE OF 18.08 FEET;

THENCE SOUTH 04 DEGREES 41 MINUTES 10 SECONDS EAST A DISTANCE OF 2.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.14 ACRES

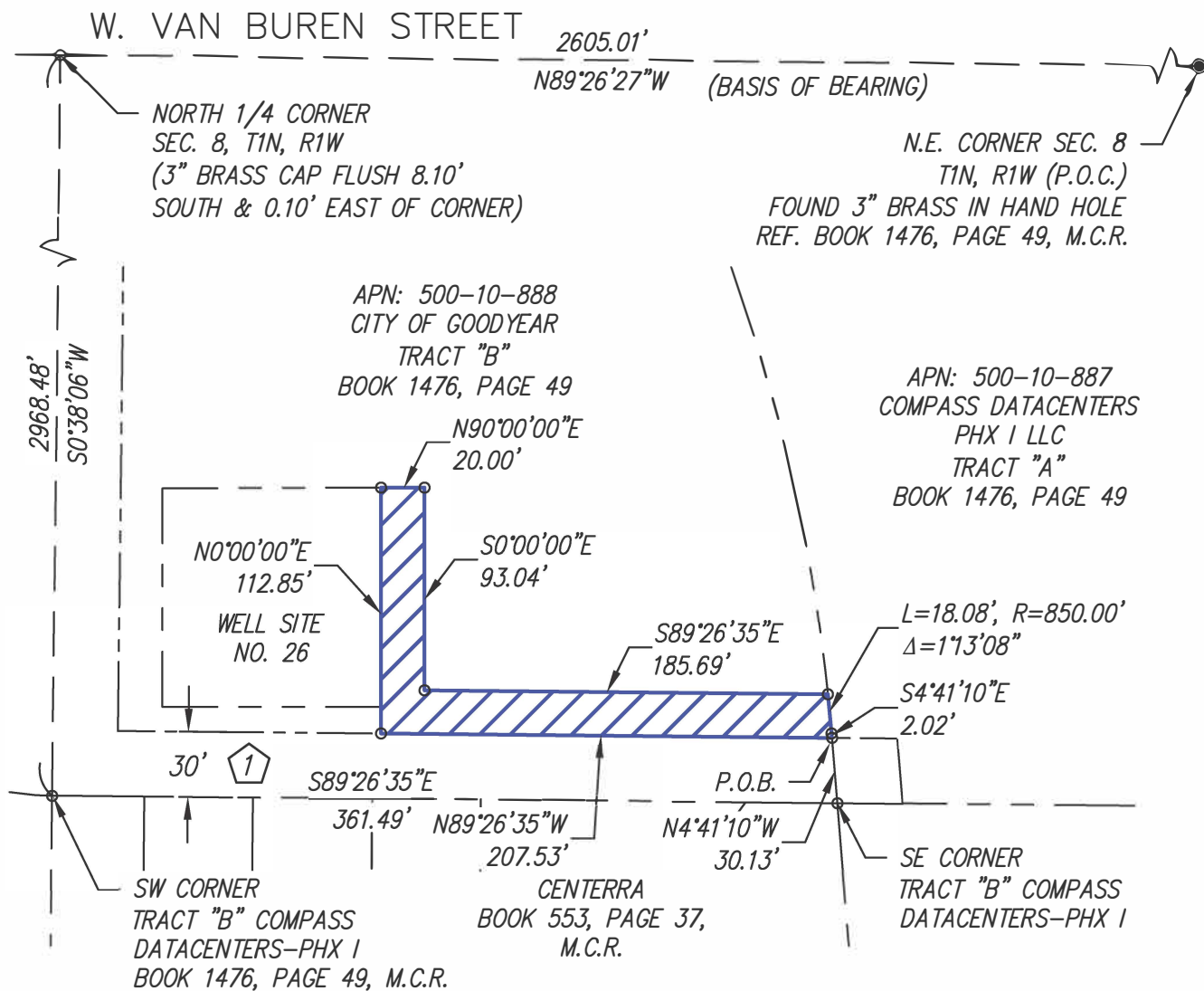
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXHIBIT "A"
NEW UTILITY EASEMENT 1

DRAWN:	KOS	JOB NO:	20133
SURVEYOR:	KOS	DATE:	08/10/2020
SCALE:	NTS	PAGE	1 OF 2

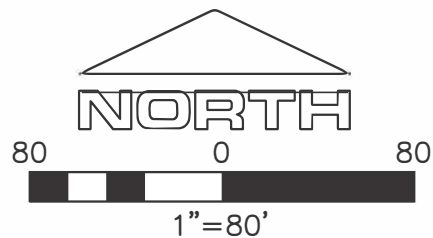
Prepared By:
82 BRAVO, LLC
579 W Wickenburg Way
Suite #2
Wickenburg, Arizona 85390
928-684-5046 Info@82Bravo.com
www.82Bravo.com



LEGEND

_____ NEW EASEMENT LINE
 _____ ADJACENT BOUNDARY LINE
 _____ EXISTING EASEMENT LINE
 _____ SECTION LINE

- MONUMENT AS DESCRIBED
- ANGLE POINT
- ① 30' SANITARY SEWER EASEMENT
PER DOC. 2003-1323315 AND DOC.
2001-0064653 M.C.R. (FINAL PLAT)



Prepared By:
 82 BRAVO, LLC
 579 W Wickenburg Way
 Suite #2
 Wickenburg, Arizona 85390
 928-684-5046 Info@82Bravo.com
 www.82Bravo.com

EXHIBIT "A"

NEW UTILITY EASEMENT 1

DRAWN:	KOS	JOB NO:	20133
SURVEYOR:	KOS	DATE:	08/10/2020
SCALE:	1"=80'	PAGE	2 OF 2

NEW UTILITY EASEMENT "C" DESCRIPTION:

THE WEST 30.00 FEET OF TRACT "E", FINAL PLAT OF "CENTERRA" PER BOOK 553, PAGE 37, OFFICIAL RECORDS OF MARICOPA COUNTY, LOCATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 01 NORTH, RANGE 01 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8;

THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST (BASIS OF BEARING) ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1987.57 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 24 SECONDS EAST, DEPARTING THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "E" AND THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST A DISTANCE OF 30.13 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "E";

THENCE NORTH 04 DEGREES 41 MINUTES 04 SECONDS WEST A DISTANCE OF 2242.53 FEET (2242.61 FEET RECORD) TO THE NORTHWEST CORNER OF SAID TRACT "E";

THENCE SOUTH 89 DEGREES 26 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT "E", A DISTANCE OF 30.13 FEET;

THENCE SOUTH 04 DEGREES 41 MINUTES 04 SECONDS EAST, DEPARTING SAID NORTH LINE OF SAID TRACT "E" A DISTANCE OF 2242.53 FEET (2242.62 FEET RECORD) TO THE POINT OF BEGINNING.

CONTAINING 1.54 ACRES

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXHIBIT "A"
NEW UTILITY EASEMENT 2

DRAWN:	KOS	JOB NO:	20133
SURVEYOR:	KOS	DATE:	08/03/2020
SCALE:	NTS	PAGE	1 OF 2

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NEW UTILITY EASEMENT "D" DESCRIPTION:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 01 NORTH, RANGE 01 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST (BASIS OF BEARING) ALONG THE NORTH LINE OF SAID SECTION 17 A DISTANCE OF 1685.81 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 24 SECONDS WEST, DEPARTING THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 274.93 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN DOCUMENT NO. 2014-0567662, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 26 MINUTES 36 SECONDS WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 28.61 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 45 MINUTES 31 SECONDS EAST A DISTANCE OF 1156.01 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 809.41 FEET;

THENCE CONTINUING SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30 DEGREES 23 MINUTES 14 SECONDS, A DISTANCE OF 429.28 FEET;

THENCE SOUTH 55 DEGREES 50 MINUTES 47 SECONDS EAST A DISTANCE OF 37.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF BULLARD AVENUE AS DEPICTED ON THE GOODYEAR RIGHT OF WAY MAP OF DEDICATION RECORDED IN BOOK 963 OF MAPS, PAGE 22, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 38 DEGREES 00 MINUTES 35 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 20.05 FEET;

THENCE NORTH 55 DEGREES 50 MINUTES 51 SECONDS WEST, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 55.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 789.41 FEET, WHOSE CENTER BEARS NORTH 59 DEGREES 01 MINUTES 52 SECONDS WEST;

THENCE CONTINUING NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 43 MINUTES 39 SECONDS, A DISTANCE OF 437.14 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 31 SECONDS WEST A DISTANCE OF 1156.47 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN DOCUMENT NO. 2014-0567662;

THENCE SOUTH 89 DEGREES 26 MINUTES 36 SECONDS EAST A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.75 ACRES

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXHIBIT "A"
NEW UTILITY EASEMENT 3

DRAWN:	KOS	JOB NO:	20133
SURVEYOR:	KOS	DATE:	06/09/2020
SCALE:	NTS	PAGE	1 OF 2

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N. 1/4 COR. SEC. 8
T1N, R1W

S89°26'36"E
(BASIS OF BEARING) 901.44'

1685.81'

N.E. COR. SEC. 17
T1N, R1W (P.O.C.)



100 0 100
1"=100'

LEGEND.

NEW EASEMENT LINE

ADJACENT BOUNDARY LINE

EXISTING EASEMENT LINE

SECTION LINE

- FOUND 3" BRASS CAP FLUSH
REF. BOOK 1476, PAGE 49, M.C.R.
- ANGLE POINT

APN: 500-07-007F
CITY OF GOODYEAR
DOC. 2014-0567662, M.C.R.

N89°26'36"W
28.61'
S89°26'36"E
20.01'

274.93'
S0°33'24"W

NE CORNER
DOC. 2014-0567662

P.O.B.

N0°45'31"W
1156.47'

S0°45'31"E
1156.01'

L=437.14', R=789.41'
Δ=31°43'39"

L=429.28', R=809.41'
Δ=30°23'14"

65.0'
S. BULLARD AVE

N55°50'51"W
55.24'

S55°50'47"E
37.89'

S38°00'35"W
20.05'



EXHIBIT "A"
NEW UTILITY EASEMENT 3

DRAWN:	KOS	JOB NO:	20133
SURVEYOR:	KOS	DATE:	06/09/2020
SCALE:	NTS	PAGE	2 OF 2

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ITEM #: 8.
DATE: 11/08/2021
AI #:467



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR STATE'S CONTRIBUTION TOWARDS COSTS OF CAMELBACK ROAD IMPROVEMENTS FROM SR303 TO LITCHFIELD ROAD

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer

SUMMARY

Consider approving an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) appropriating \$8,000,000 to the City of Goodyear to be used towards the costs of widening Camelback Road from SR303 to Litchfield Road.

Recommendation

ADOPT RESOLUTION NO. 2021-2183 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION APPROPRIATING \$8,000,000 TO THE CITY OF GOODYEAR TO BE USED TOWARDS THE COSTS OF WIDENING CAMELBACK ROAD FROM SR303 TO LITCHFIELD ROAD, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The design and other preconstruction activities toward Camelback Road improvement from SR303 to Litchfield Road are budgeted in the FY2022 Capital Improvement Program (CIP) under Project 42038 with an approved budget of \$3,600,000 for design and \$22,300,000 for right of way acquisition. The proposed \$8,000,000 from ADOT will supplement the city's funds for these project phases.

BACKGROUND AND PREVIOUS ACTIONS

On February 22nd, 2021 staff presented the results of the Camelback Road Corridor Assessment Plan (AMP) (CAR# 2021-7163ws) to Council as a work session item. The AMP provided a preliminary design (30% level design plans) and construction estimates of Camelback Road from SR303 to 152nd Avenue as a six-lane, median divided arterial street. The AMP also provided guidance regarding driveway locations, median breaks, and traffic signal locations complying with Goodyear Engineering Standards.

During the development of the AMP, the City Manager's Office through the Government Relations Manager, successfully lobbied the state legislature for funding towards Camelback Road due to its status as a road of regional significance. During the last week of the legislative

session in June 2021, \$8,000,000 was secured from the State General Fund to Goodyear to be used towards the costs of widening Camelback Road between SR 303 and Litchfield Road. The \$8,000,000 will be used for utility relocations, engineering design, real estate acquisition and other activities associated with the Camelback Road widening.

With the results from the Camelback Road AMP, CIP Project 42038 was created in the FY2022-2026 CIP with the anticipated schedule shown in Table 1.

Table 1
Camelback Road Project Schedule

Phase	Start	End
Design	January 2022	December 2023
Right of Way/Land Acquisition	April 2022	December 2023

STAFF ANALYSIS

This project was approved by MAG Regional Council on August 25th, 2021 as a new project to the FY2020-2024 Transportation Improvement Program (TIP). This will allow the city to obtain the \$8,000,000 from the state.

Attachments

Resolution
Exhibit A
Presentation

RESOLUTION NO. 2021-2183

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION APPROPRIATING \$8,000,000 TO THE CITY OF GOODYEAR TO BE USED TOWARDS THE COSTS OF WIDENING CAMELBACK ROAD FROM SR303 TO LITCHFIELD ROAD, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, The City is empowered by A.R.S. § 48-572 to enter into this Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT); and

WHEREAS, Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33 appropriated funding from the State general fund for projects; and

WHEREAS, ADOT will issue a warrant in the amount of \$8,000,000.00 appropriated to the City for a project to widen Camelback Road between SR303 and Litchfield Road, (the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve the Intergovernmental Agreement between the Arizona Department of Transportation and the City of Goodyear in the form attached hereto as Exhibit A and incorporated by reference as if fully set forth herein (the "IGA").

SECTION 2. The Mayor is hereby authorized to execute the Intergovernmental Agreement between the Arizona Department of Transportation and the City of Goodyear, in the form attached hereto as Exhibit A

SECTION 3 The City Manager and/or her designee is hereby authorized to take all actions necessary to carry out the intent of this Resolution and the Intergovernmental Agreement.

SECTION 4 This Resolution shall become effective upon the date it is passed and adopted by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

Exhibit "A"

Intergovernmental Agreement
Between Arizona Department of Transportation
And the City of Goodyear

For a Project to Widen Camelback Road between SR303 and Litchfield Road

(on the following pages)

ADOT CAR No.: IGA 21-0008266-I
AG Contract No.: P001 2021 001444
Project Location/Name: Camelback Rd
between SR303 and Litchfield Rd
Type of Work: Road widening
TIP/STIP No.: N/A
Budget Source: 2022 Legislative Appropriation
Transportation Projects: General Fund (Laws 2021,
1st Regular Session, Chapter 406 Senate Bill 1820)
Appropriation No.: 2022 DT55730

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33 appropriated funding from the State general fund for highway projects. ADOT will issue a warrant in the amount of \$8,000,000.00 appropriated to the City for a project to widen Camelback Road between SR303 and Litchfield Road, (the "Project").

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. After this Agreement is executed, the State will issue a warrant to the City in the amount of \$8,000,000.00 for the Project.
 - b. The City will utilize the \$8,000,000.00 toward the Project in accordance with Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33.
 - c. After Project completion, the City shall submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2021, 1st Regular Session, Chapter 406 (Senate Bill 1820), Section 33.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
3. This Agreement may be cancelled at any time up to 30 days before the appropriated funds are issued, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
6. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
7. This Agreement shall be governed by and construed in accordance with Arizona laws.

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

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
Attn: Hugh Bigalk
190 N. Litchfield Rd
Goodyear, AZ 85338
623.882.7514 / 623.606.4803
Hugh.Bigalk@goodyearaz.gov

For Project Completion:

Arizona Department of Transportation
Local Public Agency Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

City of Goodyear
Attn: Hugh Bigalk
190 N. Litchfield Rd
Goodyear, AZ 85338

623.882.7514 / 623.606.4803
Hugh.Bigalk@goodyearaz.gov

For Financial Administration:

Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue
Phoenix, AZ 85007
localpublicagencysection@azdot.gov

City of Goodyear
Attn: Hugh Bigalk
190 N. Litchfield Rd
Goodyear, AZ 85338
623.882.7514 / 623.606.4803
Hugh.Bigalk@goodyearaz.gov

17. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
18. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF GOODYEAR

STATE OF ARIZONA

Department of Transportation

By _____
GEORGIA LORD
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
DARCIE MCCracken
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GOODYEAR

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

City Attorney

Date



**INTERGOVERNMENTAL AGREEMENT WITH ADOT
CAMELBACK ROAD – SR303 TO LITCHFIELD ROAD**

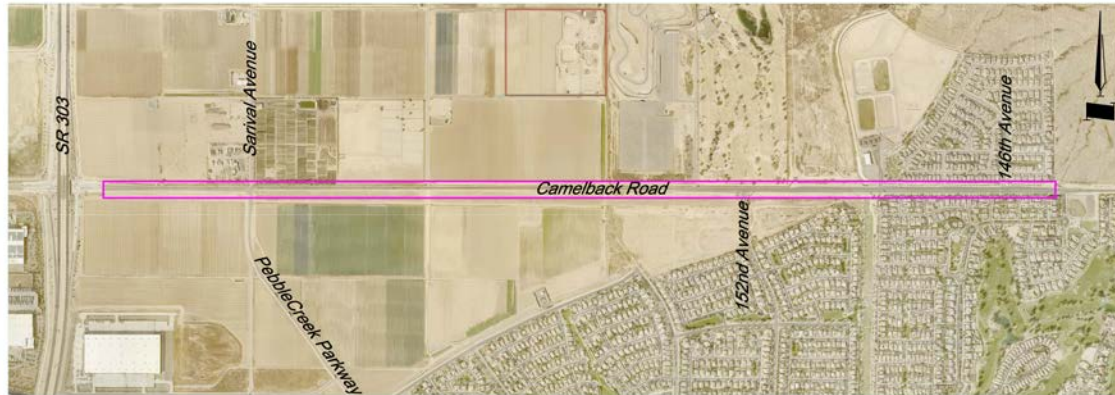
November 8, 2021

CAMELBACK ROAD IGA WITH ADOT



AGREEMENT

- Legislature approved funding for this project under SB 1820.
- Intergovernmental Agreement (IGA) with ADOT for Camelback Road



LEGEND

 Project Limits

*Camelback Road
Project Limits*

CAMELBACK ROAD IGA WITH ADOT



IGA ITEMS

- ADOT will provide \$8,000,000
 - Roadway Design
 - Right of Way Acquisition
 - Critical Utility Relocations
 - Construction Administration
- Project Schedule
 - Design: 01/2022 – 12/2023
 - Right of Way Acquisition: 04/2022 – 12/2023
 - Construction: 12/2023 – 12/2025

CAMELBACK ROAD IGA WITH ADOT



STAFF RECOMMENDATION

- Approve an IGA with ADOT appropriating \$8,000,000 to the City of Goodyear towards the cost of widening Camelback Road from SR303 to Litchfield Road.