



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, April 15, 2024

Immediately following the Work Session that begins at 3:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

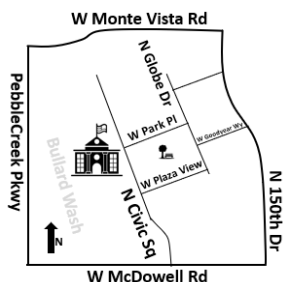
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis



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: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830

www.goodyearaz.gov/cityclerk

City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

Immediately following the Work Session that begins at 3:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

COMMUNICATIONS

1. Update regarding completion of Cotton Lane from Lilac to Pima Street Improvements.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

RECOMMENDATION

Approve the draft minutes from a Regular Meeting held on March 25, 2024. (Darcie McCracken, City Clerk)

3. **ESTABLISH THE AD-HOC CHARTER REVIEW COMMITTEE AND APPOINT MEMBERS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2399, ESTABLISHING THE AD-HOC CHARTER REVIEW COMMITTEE; PROVIDING FOR A TERMINATION OF THE COMMITTEE; ESTABLISHING BY-LAWS; AUTHORIZING THE CITY MANAGER AND/OR HER DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION; AND ESTABLISHING AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

4. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH CITY OF GLENDALE FOR PUBLIC SAFETY TRAINING**

RECOMMENDATION

Approve the Intergovernmental Agreement with the City of Glendale for Public Safety Training. (Paul Luizzi, Fire Chief)

5. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

6. AMEND ARTICLE 9-8 DEVELOPMENT FEES OF CHAPTER 9 OF THE GOODYEAR CITY CODE

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1609 AMENDING VARIOUS SECTIONS IN ARTICLE 9-8 (DEVELOPMENT FEES) OF THE GOODYEAR CITY CODE; PROVIDING FOR SEVERABILITY, CORRECTIONS AND AN EFFECTIVE DATE. (Jared Askelson, Finance Director)

BUSINESS

7. FY2025 ANNUAL PUBLIC ART PLAN

RECOMMENDATION

Approve the FY2025 Annual Public Art Plan as recommended by the Arts & Culture Commission. (Layne Ruiz, Arts & Culture Coordinator; Lisa Paulos, Chairman Arts & Culture Commission; Jennifer Barnes, Chairman Public Art Subcommittee)

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.

- Reports from the Mayor and City Council
This may include current events and activities as well as requests for information or future agenda items.
- Report from the City Manager
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

Future meetings are tentatively scheduled as follows:

April 29, 2024

Council Meeting

5:00 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.

For Non-English assistance please contact the City Clerk at (623) 882-7830.

Si necesita asistencia o traducción en español, favor de llamar al menos 48 horas antes de la reunión al (623) 882-7830.

POSTING VERIFICATION

This agenda was posted on 04/10/2024 at 4:30 p.m. by VM.

ITEM #: 1.
DATE: 04/15/2024
AI #:1975



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Chris Bridges, Deputy Director of
Engineering-Transportation

SUBJECT:

Update regarding completion of Cotton Lane from Lilac to Pima Street Improvements.

ITEM #: 2.
DATE: 04/15/2024
AI #:1996



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the draft minutes from a Regular Meeting held on March 25, 2024. (Darcie McCracken, City Clerk)

Attachments

March 25, 2024 Draft Regular Meeting minutes

City Council Regular Meeting

City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395



Monday, March 25, 2024

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:00 p.m.

ROLL CALL

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

Absent: **Councilmember Vicki Gillis**

Staff City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie

Present: McCracken

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Sheri Lauritano to EXCUSE Councilmember Gillis. The motion carried as follows:

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

COMMUNICATIONS

1. INSTITUTE FOR HEALTH AND PRODUCTIVITY MANAGEMENT AWARD

Human Resources Director Lyman Locket briefly outlined the city's culture journey and commitment to employee health, wellbeing and safety. He introduced Deborah Love and Sean Sullivan representing the Institute for Health & Productivity Management (IHPM) who presented the 2024 Global Leadership Award in Health & Productivity Management to the city.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

David Silverstein, Richard Karp, Carole Palmer and Bill Palmer, Goodyear residents, expressed support for a Performing Arts Center.

CONSENT

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to APPROVE Consent Agenda Items 2 through 6. The motion carried as follows:

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

Passed - Unanimously

2. APPROVAL OF MINUTES

Approve the draft minutes of the March 4, 2024 Regular Meeting and March 18, 2024 Special Meeting. (Darcie McCracken, City Clerk)

3. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

RECOMMENDATION

Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

Councilmember Stipp requested that future budget amendments outline where the funding is coming from.

4. REPLAT OF BUILDING 2 OF CANYON TRAILS PROFESSIONAL CENTER CONDOMINIUMS

RECOMMENDATION

Conditionally approve the Replat of Building 2 of the Canyon Trails Professional Center Condominiums. (Marty Crossland, Deputy Director of Engineering Development)

5. FY2023 DESIGNATION OF CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2396 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2023 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Jared Askelson, Finance Director)

6. APPROVE THE REVOCATION OF A STIPULATION AND ALLOW A TIME EXTENSION FOR THE ARIZONA STATE LAND DEPARTMENT REZONE CASE

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2392, REVOKING STIPULATION 14 FROM ORDINANCE NO. 2021-1497, WHICH ALLOWS THE CITY COUNCIL TO RESCIND THE ZONING OF APPROXIMATELY 1,060 ACRES OF ARIZONA STATE TRUST LAND IF VERTICAL CONSTRUCTION DID NOT OCCUR WITHIN TWO YEARS OF THE EFFECTIVE DATE OF THE APPROVAL OF ORDINANCE NO. 2021-1497, EXTENDING THE REZONING WITHOUT CONDITIONS ON THE TIMING OF VERTICAL

CONSTRUCTION AND PROVIDING AN EFFECTIVE DATE. (Christian M. Williams, AICP, Planning Manager)

In response to Council inquiry, Interim Development Services Director Katie Wilkens explained that the state approached the city regarding a time extension. She explained that staff re-evaluated the site, and recommended removing the time limitation in its entirety due to the location and unique characteristics of the property. She added there is no other zoning with a time limit stipulation attached to it.

BUSINESS

7. 2024 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSAL

Community Partnerships Program Manager Christina Panaitescu presented information on an opportunity to apply for the Gila River Indian Community grant program. She explained that staff recommended partnering with the Mobile Elementary School District to apply for this grant in order to provide essential public safety services for the school. She further explained that the funds would construct a 6-foot high perimeter fence around the school and that CORE Construction will provide in-kind design and construction management services.

Council expressed gratitude to CORE Construction and their generous donation of services to the community.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Vice Mayor Laura Kaino to ADOPT RESOLUTION NO. 2024-2395 AUTHORIZING THE SUBMISSION OF A PUBLIC SAFETY APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). The motion carried as follows:

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

NAY: Councilmember Wally Campbell

Passed

8. SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AND RESOLUTION

Deputy Director of Engineering Chris Bridges presented on the opportunity to submit a Safe Streets for All (SS4A) grant program application to conduct a Goodyear Road Safety Action Plan. Mr. Bridges briefly discussed the grant program, eligible activities, commitment from the city and application timeline. He explained that the proposal for federal funding includes a commitment to reach zero roadway fatalities and serious injuries by 2040, create a comprehensive safety action plan and implement green bike lane treatments in various locations. He further explained that the federal funding request is \$650,000 plus a 20% match from the city which totals \$780,000 for the project. Mr.

Bridges explained that if the city is not awarded the grant funding, staff will still seek funding to create a safety action plan.

Councilmember Campbell stated that she advocated for our project at the National League of Cities.

Vice Mayor Kaino emphasized the importance of street safety improvements highlighting bicycle safety and thanked staff for brining this forward.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2024-2400 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FY 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) DISCRETIONARY PROGRAM FUNDS TO THE U.S. EPARTMENT OF TRANSPORTATION, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

There were no information items.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

April 8, 2024

Council Meeting

2:00 p.m.

EXECUTIVE SESSION

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

9. Pursuant to A.R.S. 38-431.03(A)(3): Consultation with the City's Attorneys and City Manager to receive legal advice related to regulatory matters associated with wastewater capacity at the City's water reclamation facilities.

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to CONVENE an Executive Session. The motion carried as follows:

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

Passed - Unanimously

Council moved into Executive Session at 5:48 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned Executive Session at 6:26 p.m.

RECONVENE REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 6:26 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:26 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, 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 March 25, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2024.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 04/15/2024
AI #:1953



CITY COUNCIL ACTION REPORT

**SUBJECT: ESTABLISH THE AD-HOC CHARTER REVIEW COMMITTEE
AND APPOINT MEMBERS**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Adopt the Resolution to establish the Charter Review Committee and Appoint members to the Committee.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2399, ESTABLISHING THE AD-HOC CHARTER REVIEW COMMITTEE; PROVIDING FOR A TERMINATION OF THE COMMITTEE; ESTABLISHING BY-LAWS; AUTHORIZING THE CITY MANAGER AND/OR HER DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION; AND ESTABLISHING AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no fiscal impact associated with the establishment of the Committee and appointment of members.

BACKGROUND AND PREVIOUS ACTIONS

The City Charter was last reviewed in 2020 and approved by the voters in 2021. While language in the City Charter mandates a review every 10 years, several items have been identified for review and once this review has been completed, the next mandatory review will be in another 10 years.

Members to be appointed for the duration of the Committee are as follows:

John Cox
Fran Fee
David Halm

Jason Kish
Robert Paine
Rodie Purcell
Susan Schmelzer

Attachments

Resolution 2024-2399

Ad-Hoc Charter Review Committee By-Laws

RESOLUTION NO. 2024-2399

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ESTABLISHING THE AD-HOC CHARTER REVIEW COMMITTEE; PROVIDING FOR A TERMINATION OF THE COMMITTEE; ESTABLISHING BY-LAWS; AUTHORIZING THE CITY MANAGER AND/OR HER DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter for the city of Goodyear is the Constitution for the city; and

WHEREAS, the City Charter was last amended March 9, 2021; and

WHEREAS, the establishment of an Ad-Hoc Charter Review Committee ("Committee") comprised of Goodyear residents is essential to reviewing and making changes to the city's Constitution; and

WHEREAS, the number of members appointed to the Committee shall be no more than seven (7); and

WHEREAS, the terms of the Committee members shall be the duration of the Committee's existence; and

WHEREAS, the Committee is an advisory body to city staff and the City Council on matters relating to the review of, and recommended changes to, the Charter; and

WHEREAS, the Committee is charged with reviewing portions of the Charter and providing any recommendations to the Council.

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

SECTION 1. A committee to be known as the Ad-Hoc Charter Review Committee is hereby established to advise city staff and the Mayor and Council on matters related to the review of the Charter.

SECTION 2. The Ad-Hoc Charter Review Committee shall cease to exist by December 31, 2024.

SECTION 3. The Mayor and Council of the city of Goodyear hereby approve and adopt the certain document titled "City of Goodyear Ad-Hoc Charter Review Committee By-Laws," a copy of which is attached hereto as Exhibit A, which shall govern the operations of the Ad-Hoc Charter Review Committee.

SECTION 4. The City Manager and/or her designee are hereby authorized to take all actions on behalf of the city as may be necessary to carry out the intent of this Resolution.

SECTION 5. Resolution 2024-2399 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

**CITY OF GOODYEAR
AD-HOC CHARTER REVIEW COMMITTEE
BY-LAWS**

Article I – Name

The Ad-Hoc Charter Review Committee, herein after referred to as the “Committee”, is an Ad-Hoc committee of the Goodyear City Council established by Resolution No. 2024-2399.

Article II – Term of the Committee

The Committee is an Ad-Hoc committee and shall be in existence to advise City staff and to make recommendations to the Council on potential changes to the City Charter no later than December 31, 2024. The Committee shall automatically cease to exist on December 31, 2024.

Article III – Powers and Duties

The Committee is an advisory body to City staff, and the City Council on matters relating to the City Charter. The Committee shall:

- A. Review the City Charter under the guidance of the City Attorney and City Clerk;
- B. Provide recommendations for changes to the City Charter;
- C. Participate in presentations to the City Council; and
- D. Any other actions consistent with the provisions of these By-Laws.

Article IV – Membership

Section 1: Number of Members. No more than seven (7) members shall be appointed to the Committee. All appointed members shall be voting members.

Section 2: Terms of Office. The terms of the Committee members shall be the duration of the Committee's existence.

Section 3: Selection. All members of the Committee shall be selected by the Mayor and appointed by the City Council.

Section 4: Composition. The Committee shall consist of members who meet the qualifications set forth in the Citizen Appointment Process adopted by Council on August 29, 2022 and the composition of the Committee shall meet the following requirements:

- A. To the extent possible, reflect the geographic distribution and demographic characteristics of the population of Goodyear; and

Section 5. Qualifications. Members shall meet the following minimum qualifications upon appointment to the Committee. Committee members:

- A. shall be eighteen years of age or older;
- B. shall be a Goodyear resident for at least one year;
- C. shall be registered to vote in Arizona;
- D. shall not be an employee of the City, member of the City Council, or an immediate family member of such persons; and
- E. may be voting members on more than two boards, commissions or committees of the City due to the short duration of this committee.

Section 6: Officers. The Committee shall include the following officers:

- A. Chair. The Mayor shall select a member to serve as Chair. The term of the Chair shall be the term of the Committee unless the Chair resigns, becomes incapacitated, is removed, no longer meets the qualifications for members, and/or is unable to perform the duties of the office. In the event the Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Mayor shall select another member of the Committee as Chair. The duties of the Chair shall include:
 - a. Presiding over Committee meetings, including deciding upon all points of order and/or procedure;
 - b. Reviewing with the City Attorney and/or City Clerk the agenda items for future Committee meetings; and
 - c. Considering other such matters and concerns of the Committee as set forth in these By-Laws or as otherwise directed by the City Council.
- B. Vice-Chair. The Mayor shall select a Vice-Chair. The term of the Vice Chair shall be the term of the Committee. In the event the Vice-Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Mayor shall appoint another member of the Committee as Vice-Chair. In addition to such other duties, if any, as may evolve upon the Vice-Chair by virtue of the office, or as assigned by the Chair, the Vice-Chair shall preside over meeting of the Committee and shall perform the duties of the Chair in the absence of the Chair.
- C. Temporary Chair. In the absence of the Chair and Vice-Chair, the Committee shall appoint a member of the Committee to serve as Chair for the meeting by majority vote.

- D. Legal Representation. The City Attorney, or designee, shall provide legal representation and advice to the Committee as necessary.

Section 7: Staff. The City Clerk, or her designee, shall:

- A. Prepare agendas and minutes;
- B. Ensure all requirements are met for Open Meeting Law including the proper posting of the agenda and minutes;
- C. Maintain all records for the Committee; and
- D. May designate additional City staff and/or outside consultants to assist the Committee in its work.

Section 8: Vacancies. A vacancy on the Committee shall be deemed to have occurred upon the following events: member's incapacitation or resignation; removal of a member by City Council; and/or member's circumstances change so he/she no longer meets the qualifications for membership (for example, a member who met the residency requirements at the time of appointment, moves outside the City; a non-resident member who was appointed because he or she owned property within the City, but sells the property etc.). In the event of a vacancy, if the Membership should drop below 5, the Mayor shall, if available, appoint an alternate Committee. The Mayor shall appoint members from the pool of candidates who submitted completed applications to the City to be considered for an appointment to any Committee. The Mayor, in his discretion, shall determine whether to solicit additional candidates to fill a vacancy on the Committee. Qualified candidates may be interviewed by the Mayor, or his designee.

Section 9: Attendance Policy. Two successive unexcused or unexplained absences or four total absences (excused or otherwise) by a member of the Committee from any Committee meeting shall be grounds for removal of a member by the City Council without the necessity of a hearing or notice. The Chair shall notify City Council in writing of such a situation and action, if pursued, shall be taken at a City Council meeting. Such action shall be final.

Section 10: Quorum. A majority of the voting members of the Committee shall constitute a quorum for transacting business at a meeting. In the absence of a quorum, the Committee is prohibited from discussing or taking any action on any items from the agenda and the meeting shall be rescheduled. In the event a quorum is lost after a meeting begins, no further discussions or actions shall be taken on any items from the agenda once the quorum is lost and the meeting shall be continued or rescheduled. A majority vote is required for the adoption or passage of any action or recommendation.

Section 11: Meetings.

- A. The Committee shall meet as necessary to complete the tasks of the Committee. The Committee may require multiple meetings within one month.
- B. Meetings of the Committee shall be open to the public and the minutes of the meetings and other official actions shall be filed in the office of the City Clerk as a public record. For any matter under

consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and the names of any persons on whose behalf he or she is appearing. The Chair may institute time limits for speakers in the interest of meeting management.

- C. Meetings shall, to the extent not in conflict with these By-Laws, be conducted according to the latest edition of Roberts Rules of Order, except that the Chair shall be permitted to vote on any motion.

Section 12: Order of Business:

- A. The Chair shall call the meeting to order and minutes shall record the members present or absent. The Chair may call each matter of business in the order of the approved agenda.
- B. The Chair shall conduct all meetings generally in accordance with Robert's Rules of Order and may invoke such rules when making formal recommendations.
- C. All meetings of the Committee may be recorded. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at his or her own expense, may do so, provided that they consult the City Clerk to arrange facilities for such recording prior to the commencement of the meeting, and such recording will not otherwise disrupt the proceedings.

Section 13: Voting and Recommendations.

- A. Any formal recommendations to be forwarded to the City Council for review or approval shall require a majority vote of a quorum of the Committee. Each member attending shall be entitled to one vote.
- B. Voting shall be done by voice vote. If the results of a voice vote are not readily discernable by the City Clerk, or designee, a roll call vote shall be taken. Any member of the Committee may call for a roll call vote in lieu of a voice vote.
- C. A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in a case under consideration, as described and provided by the Arizona Revised Statutes (ARS §38-501, et, seq.) and the Goodyear City Code.
- D. Proxy voting shall not be permitted. Telephonic or other virtual participation may be permitted at the discretion of the Chair provided there is technology available to allow the public participation by telephone or other virtual means (i.e. a speaker phone is available).

Article V – Sub-Committees

The Committee shall not be authorized to establish sub-committees.

Article VI – Official Records

The official records of the Committee shall include these By-Laws; agendas of the Committee; and minutes of meetings of the Committee. The official records of the Committee shall be deposited with the City Clerk and shall be available for public inspection during regular office hours.

Article VII – Amendments

These By-Laws may be amended by a majority vote of the City Council. The Committee may request an amendment to the By-Laws by a three-fourths majority vote of the members present at any meeting of the Committee at which a quorum is present provided such amendment(s) is proposed at a preceding meeting, or is submitted in writing at a prior regular meeting of the Committee and is recorded in the minutes of such meeting. Such amendment(s) shall be subject to ratification by a majority vote of the City Council, and if so approved, shall become effective at the next regular meeting of the Committee after ratification.

ARTICLE VIII -- Miscellaneous

- Section 1: Open Meetings. The Committee shall comply with the requirements of Arizona's Open Meeting Laws, A.R.S. §§ 38-431 *et. seq.* Except for Executive Sessions authorized under A.R.S. § 38-431.03, all meetings of the Committee shall be open to the public.
- Section 2: Public Records. The Committee shall comply with the requirements of Arizona's Public Records Laws, A.R.S. §§ 39-101 *et. seq.*
- Section 3: Conflict of Interest. Any member of the Committee who has a substantial interest, as defined in A.R.S. § 38-502 in the outcome of any matter brought before them shall publically disclose that interest before the matter is discussed and shall refrain from voting or in any way participating in that matter. The meeting minutes shall reflect the member's disclosure of the substantial interest and the nature of the substantial interest.
- Section 4: City Ethic's Policy. All members of the Committee shall read, sign, and adhere to the City Ethics Policy.
- Section 5: Resignation and Removal. Members of the Committee may resign at any time by delivering written notice of such resignation to the Chair or City Clerk. Committee members, including alternates, may be removed with or without cause by a majority vote of the City Council.
- Section 6: Agenda Items. Staff may, at the direction of Council, place items on a Committee agenda for discussion and determination.

ITEM #: 4.
DATE: 04/15/2024
AI #:1921



CITY COUNCIL ACTION REPORT

**SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH CITY OF
GLENDALE FOR PUBLIC SAFETY TRAINING**

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

The Intergovernmental Agreement (IGA) provides the provision of services or for joint or cooperative action to conduct and participate in public safety training hosted by the City of Glendale. Fire service training includes but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training, and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management

RECOMMENDATION

Approve the Intergovernmental Agreement with the City of Glendale for Public Safety Training.
(Paul Luizzi, Fire Chief)

FISCAL IMPACT

The city of Goodyear will pay an amount not to exceed \$4,500 for each Goodyear firefighter recruit that attends the Firefighter Recruit Training Academy. If the city of Goodyear provides a Recruit Training Officer (RTO) for the length of the academy, the price for 1 recruit will be waived per RTO participation. The funding for this training is included in the department's annual training budget.

BACKGROUND AND PREVIOUS ACTIONS

There has not been a previous IGA with the City of Glendale for Public Safety Training.

STAFF ANALYSIS

The Intergovernmental Agreement provides for the continued partnership between both cities to work together for the mutual benefit of the public, their communities, and all the Fire personnel. Upon reasonable request, Goodyear Fire Department will provide the City of Glendale with instructors for assistance. When the Goodyear Fire Department has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate specific training being conducted by the City of Glendale, they will allow them to use such facilities, subject to their availability, when it is determined by both parties to be in their mutual best interest. Any such contributions by the Goodyear Fire Department, to the extent applicable, will be considered in determining the training fees.

Attachments

IGA with City of Glendale for Public Safety Training

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
FOR PUBLIC SAFETY TRAINING**

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2024, by and between the City of Glendale, for and on behalf of the Glendale Fire Department ("City") and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as "Participants," or "Agencies," and sometimes referred to individually as "Participant" or "Agency"). Collectively, the City and the Agencies shall be designated as "Parties". The initial Participants are listed in Exhibit C of this Agreement, which shall be amended upon the addition of new members as set forth herein.

RECITALS

- A. WHEREAS** the City Manager of Glendale is authorized and empowered by provisions of the City Charter to execute contracts; and,
- B. WHEREAS** the City and the Agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Article 1 Section 3, of the Charter of the City of Glendale; and,
- C. WHEREAS** agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,
- D. WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies, police departments, and fire districts participating in this Agreement, to work together for the mutual benefit of the public, Agency's community, and all the Agency's personnel; and,
- E. WHEREAS** the Agency desires to participate in Glendale Public Safety Training to provide emergency fire, medical, law enforcement and other services,
- F. WHEREAS** the City desires the participation of the Agency to provide emergency fire, medical, and other services; and, more effectively.

AGREEMENT

Therefore, in consideration of the mutual promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in public safety training hosted by the City. Fire service training includes but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training, and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education. Law Enforcement training includes but is not limited to: Pre-academy, Post-academy, Drivers' Training, Firearms Training as well as in-service and certification maintenance training.

ARTICLE II. STATEMENT OF SERVICES

1. Service Training:

The City will provide fire service training and follow-up continuing education as outlined in Exhibit A, Fire Service Training Menu. The City may provide law enforcement training and follow-up continuing education from time to time.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any training class to the Agency.

3. Training Records:

The City will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class when the law, fire or police service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have to participate in any training program. The Agency's employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. Discipline, Academic Requirements and Skill Performance Standards:

5.1 The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements or performances necessary to continue in the training. The City may remove an Agency employee for City Human Resource policy violations and/or performance deficiencies. The City reserves the right, in its sole discretion, to decide whether Agency employees should remain in the training. Such decisions will be made in consultation with the Agency. In the event a student is removed for failure to abide

by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.

- 5.2 Employees of all Parties shall be subject to the same standards for purposes of training and academics. If an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The City will be responsible for conducting any appropriate investigation. The employee's agency will determine employee discipline, if any.
- 5.3 The City has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations , (5) the facility and location of site-specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.
- 5.4 The Parties understand and agree that the City will determine the training program curriculum to satisfy City standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency's personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.
- 5.5 The City will regularly communicate with the Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to performance, City policy violations, academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

6. AGENCY RESPONSIBILITIES:

Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1 Agency warrants that all Agency employees participating in training are familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is sufficient to undertake this training.
- 6.2 Agency warrants that all Agency employees participating in training are familiar with the type of training being conducted and that their training and experience are sufficient to undertake this training.

- 6.3** Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Glendale Public Safety Service Training Form, Exhibit B.
- 6.4** While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statutes, and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the City.
- 6.5** Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.
- 6.6** Necessary third-party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate agreement to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their employees are covered under an agreement with the non-City owned training site location and the Agency.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above and shall continue in force for five years.

2. Termination and Cancellation:

Any Agency at their convenience, by written notice, may terminate their participation in this Agreement in whole or in part by providing thirty days (30) written notice to the City. The City, by written notice, may terminate its participation in this Agreement in whole or in part by providing thirty days (30) written notice to the other Agencies. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted and the City will be liable for any refund of payment for services paid for but not received if the City terminates the Agreement. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choose of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved or otherwise related to or arising from this Agreement, will be commenced, and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

Each provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996:

The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009 and accompanying regulations and will comply with all applicable HIPAA requirements during this Agreement. The Parties warrant that each will cooperate during performance of the Agreement so that the Parties will be in compliance with HIPAA.

5. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, any Party may terminate their participation in this Agreement.

7. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between any of the Parties.

8. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party.

9. Workers' Compensation:

To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

10. Severability:

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug-Free Workplace:

The Parties will comply with the Drug-Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

14.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

ARTICLE V. PAYMENTS

1. Payment and Fees:

For Fire Service Training, each respective Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each of its employees that attend listed training. This amount may be adjusted at the discretion of the Glendale Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:

For Fire Service Training, Glendale Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Glendale Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Glendale may exercise its right to terminate this Agreement.

3. Fees for Non-Monetary Resources:

3.1 In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency's participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City's Fire Chief or Police Chief as applicable, has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

1.2 Indemnification:

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (each as an "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each Party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save, and hold harmless the other party from and against all Claims

caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as set forth in Exhibit D.

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GLENDALE, a municipal corporation

By: _____
Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GLENDALE

By: _____
Michael D. Bailey, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Mark Burdick, Fire Chief

ATTEST:

Authority Administrative Director

APPROVED AS TO FORM:

Name, Authority Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____

Authority Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF AVONDALE, a municipal corporation

By: _____
Cherlene Penilla, Acting City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Name, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF AVONDALE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF BUCKEYE, a municipal corporation

By: _____
Daniel Cotterman, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF BUCKEYE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF CHANDLER, a municipal corporation

By: _____
Joshua Wright, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF CHANDLER

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DAISY MOUNTAIN FIRE & MEDICAL

By: _____
Brian Tobin, Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

DAISY MOUNTAIN FIRE & MEDICAL

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF EL MIRAGE, a municipal corporation

By: _____
Crystal Dyches, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF EL MIRAGE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF FOUNTAIN HILLS, a municipal corporation

By: _____
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF FOUNTAIN HILLS

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GILBERT, a municipal corporation

By: _____
Patrick Banger, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF GILBERT

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GOODYEAR

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GUADALUPE, a municipal corporation

By: _____
Valarie Molina, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF GUADALUPE

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MARICOPA, a municipal corporation

By: _____
Rick Horst, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF MARICOPA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MESA, a municipal corporation

By: _____
Chris Brady, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF MESA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF PEORIA

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF QUEEN CREEK, a municipal corporation

By: _____
John Kross, ICMA-CM, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF QUEEN CREEK

By: _____

Town Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

RIO VERDE FIRE DISTRICT

By: _____
Jay Ducote, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

RIO VERDE FIRE DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SCOTTSDALE, a municipal corporation

By: _____
David D. Ortega, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SCOTTSDALE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUN CITY FIRE DISTRICT

By: _____
Rob Schmitz, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

SUN CITY FIRE DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
John Whitney, Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____

District Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth, City Manager

ATTEST:

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SURPRISE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TEMPE, a municipal corporation

By: _____
Andrew Ching, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF TEMPE

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TOLLESON, a municipal corporation

By: _____
Reyes Medrano Jr., City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF TOLLESON

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

LUKE AIRFORCE BASE FIRE DEPARTMENT

By: _____
Darnell Walls, Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

LUKE AIRFORCE BASE FIRE DEPARTMENT

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DEPARTMENT OF PUBLIC SAFETY (DPS)

By: _____
Colonel Jeffrey Glover, Director

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

DEPARTMENT OF PUBLIC SAFETY (DPS)

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

MARICOPA COUNTY SHERIFF'S OFFICE

By: _____
Chief Deputy Russ Skinner

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

MARICOPA COUNTY SHERIFF'S OFFICE

By: _____

Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF WICKENBURG POLICE DEPARTMENT, a municipal corporation

By: _____
Les Brown, Chief of Police

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

TOWN OF WICKENBURG

By: _____

Town Attorney

Date: _____

EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Glendale Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge. This excludes mandatory AZDHS recertifications which remain the responsibility of the Agency.

Firefighter Recruit Training (14-Week Recruit Training Academy)	
Course Overview	Description
Overview	The Glendale Fire Department Recruit Training Academy is conducted over a minimum of 13 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	Over the course of the firefighter recruit academy the following skills will be covered: ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities

	▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface ▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy, recruits who have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process. The Arizona Center for Fire Service Excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Glendale Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended that instructors obtain EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit If a participating regional City sends a Recruit Training Officer (RTO) for the length of the academy the price for 1 recruit will be waived per RTO participating.

EXHIBIT B - ASSUMPTION OF RISK AND RELEASE AGREEMENT

ASSUMPTION OF RISK AND RELEASE AGREEMENT CITY OF GLENDALE PUBLIC SAFETY TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

I, _____ hereby agree as follows:

1. Risk of Activity. I understand that participation in training exercises (“Activities”) with the City of Glendale and its affiliated training vendors (“City”), at the City and or affiliated vendor locations (“Site(s)”) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the City. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the City or otherwise.
2. Waiver of Liability. I understand the City is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge City, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. Health and Safety.
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
 - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, City is not responsible for the cost or quality of such treatment or care.
 - c. Subject to medical decision-making, Corrective Action and Preventive Action (CAPA) I acknowledge and understand City may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release City from any liability for any actions taken.

4. Standard of Conduct. I agree to comply with all City's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Glendale Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify City, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE REALEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.
7. No Joint Venture: I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the City.
8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County,

Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Release Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by City and shall be governed by and construed in accordance with the laws of the State of Arizona including City’s Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for the City and County of Maricopa.

Executed on this date. _____

By _____	_____
Printed Name as Individual	Signature

_____ Witness Printed Name Witness	_____ Signature
---------------------------------------	--------------------

Name of Department or Agency

EXHIBIT C – AUTOMATIC AID SYSTEM PARTICIPANTS

PARTICIPANT		DATE APPROVED
1	Arizona Fire and Medical Authority	
2	Avondale Fire and Medical	
3	Buckeye Fire and Medical	
4	Chandler Fire Department	
5	Daisy Mountain Fire and Medical	
6	El Mirage Fire Department	
7	Fountain Hills Fire Department	
8	Gilbert Fire Department	
9	Glendale Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Luke Air Force Base Fire Department	
13	Maricopa Fire Department	
14	Mesa Fire and Medical Department	
15	Peoria Fire-Medical Department	
16	Phoenix Fire Department	
17	Queen Creek Fire & Medical Department	
18	Rio Verde Fire District	
19	Scottsdale Fire Department	
20	Sun City Fire & Medical Department	
21	Superstition Fire & Medical District	
22	Surprise Fire-Medical Department	
23	Tempe Fire Medical Rescue Department	
24	Tolleson Fire Department	
25		
26		

EXHIBIT C – OTHER TRAINING PARTICIPANTS

PARTICIPANT		DATE APPROVED
1		
2		

EXHIBIT C – OTHER TRAINING PARTICIPANTS FOR PD SIDE

PARTICIPANT		DATE APPROVED
1	Department of Public Safety (DPS)	
2	Maricopa County Sheriff's Office (MCSO)	
3	Wickenburg Police Department	

EXHIBIT D – AGENCIES CONTACT INFORMATION

AGENCY CONTACT INFORMATION	
Arizona Fire and Medical Authority 18818 N. Spanish Garden Drive Sun City West, AZ 85375	Attn: Mark Burdick, Fire Chief Phone: 623.544.5499 Fax: 623.544.5455
Avondale Fire and Medical 125 S. Avondale Blvd. Suite 100 Avondale, AZ 85323	Attn: Larry Rooney, Fire Chief Phone: 623.333.6101 Fax: None
Buckeye Fire and Medical 21699 N. Yuma Rd., Ste. 101 Buckeye, AZ 85326	Attn: Jake Rhoades, Fire Chief Phone: 623.349.6723 Fax: 623.349.6750
Chandler Fire Department P.O. Box 4008, Mail Stop 801 Chandler, AZ 85244	Attn: Tom Dwiggin, Fire Chief Phone: 480.782.2136 Fax: 480.782.2125
Daisy Mountain Fire and Medical 41018 N. Daisy Mountain Dr. Anthem, AZ 85086	Attn: Brian Tobin, Fire Chief Phone: 623.465.7400 x 120 Fax: 623.551.5265
El Mirage Fire Department 13601 N. El Mirage Rd. El Mirage, AZ 85335	Attn: Mike Long, Fire Chief Phone: 623. 251.3509 Fax: 623. 583.8257
Fountain Hills Fire Department 16426 E Palisades Blvd Fountain Hills, AZ 85268	Attn: Dave Ott, Fire Chief Phone: 480.837.9820 Fax: 480.837.3145
Gilbert Fire Department 85 E. Civic Center Drive Gilbert, AZ 85296	Attn: Rob Duggan, Fire Chief Phone: 480.503.6332 Fax: 480.503.6360
Glendale Fire Department 11550 W. Glendale Ave Glendale, AZ 85307	Attn: Ryan Freeburg, Fire Chief Phone: 623.930.4401 Fax: 623.847.5313
Goodyear Fire Department 14455 W Van Buren St. E-102 (P.O. Box 5100) Goodyear, AZ 85338	Attn: Paul Luizzi, Fire Chief Phone: 623.882.7109 Fax: None
Guadalupe Fire Department 9241 S. Avenida Del Yaqui Guadalupe, AZ 85283	Attn: Wayne Clement, Fire Chief Phone: 480.505.5389 Fax: None
Luke Air Force Base Fire Department 20340 N. Estrella Pkwy Maricopa, AZ 85139	Attn: Darnell Walls, Fire Chief Phone: 623.856.7424 Fax: 623.856.3004
Maricopa Fire Department 20340 N. Estrella Pkwy Maricopa, AZ 85139	Attn: Brad Pitassi, Fire Chief Phone: 520.494.2399 Fax: 520.568.1415
Mesa Fire and Medical Department 13 W. 1st Street Mesa, AZ 85201	Attn: Mary Cameli, Fire Chief Phone: 480.644.2101 Fax: 480.644.4460

Peoria Fire-Medical Department 8401 West Monroe Street Peoria, AZ 85345	Attn: Gary Bernard, Fire Chief Phone: 602.354.6420 Fax: 602.773.7294
Phoenix Fire Department 150 S. 12 th Street Phoenix, AZ 85034	Attn: Mike Duran, Fire Chief Phone: 602.256.3189 Fax: None
Queen Creek Fire & Medical Department 22358 S. Ellsworth Road Queen Creek, AZ 85142	Attn: Vance Gray, Fire Chief Phone: 480.358.3372 Fax: 480.358.3133.
Rio Verde Fire District 25608 N. Forest Road Rio Verde, AZ 85263	Attn: Scott Krushak, Fire Chief Phone: 480.361.3573 Fax: 480.471.1821
Scottsdale Fire Department 8401 E. Indian School Road Scottsdale, AZ 85251	Attn: Tom Shannon, Fire Chief Phone: 480.312.1821 Fax: 480.312.1887
Sun City Fire & Medical Department 18602 N. 99th Avenue Sun City, AZ 85373-1436	Attn: Rob Schmitz, Acting Fire Chief Phone: 623.974-2321 Fax: 623.972.1996
Superstition Fire & Medical District 565 N. Idaho Road Apache Junction, AZ 85119-4014	Attn: John Whitney, Fire Chief Phone: 480.982.4440 x121 Fax: 480.982.0183
Surprise Fire-Medical Department 14250 W. Statler Plaza Ste. 101 Surprise, AZ 85374	Attn: Brenden Espie, Fire Chief Phone: 623.222.5027 Fax: 623.222.5001
Tempe Fire Medical Rescue Department 1400 E. Apache Blvd, 85281 Tempe, AZ 85280	Attn: Greg Ruiz, Fire Chief Phone: 480.858.7212 Fax: 480.858.7214
Tolleson Fire Department 203 N. 92nd Avenue Tolleson, AZ 85353	Attn: Rudy Mendoza, Interim Fire Chief Phone: 623.936.2742 Fax: None

Department of Public Safety (DPS) 2222 W. Encanto Blvd. Phoenix, AZ 85009	Attn: Col. Jeffrey Glover, Director Phone: 602.223.2000 Fax: None
Glendale Police Department 6835 N 57th Drive Glendale, AZ 85301	Attn: Chris Briggs, Chief of Police Phone: 623.930.3059 Fax:
Maricopa County Sheriff's Office (MCSO) 550 West Jackson Phoenix, AZ 85003	Attn: Chief Deputy Russ Skinner Phone: 602.876.1000 Fax:
Wickenburg Police Department 1980 W Wickenburg Way Wickenburg, AZ 85390	Attn: Les Brown, Chief of Police Phone: 928.684.5411 Fax: 928.259.2416

ITEM #: 5.
DATE: 04/15/2024
AI #:1973



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE BUDGET AMENDMENTS & RELATED
EXPENDITURE AUTHORITY**

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve budget amendments.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

Fiscal impacts are outlined in the attached report. The citywide budget total remains unchanged within the Adopted State Expenditure Limitation.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the year. The FY2024 expenditure limitation budget was adopted on June 12, 2023.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2022-2256. Review of budget transfers keeps the Council and public informed about the city's current fiscal year revenues and expenditures.

Budget Amendment Report

City Council - Budget Amendments Report - FY2024

Council Agenda Date:

4/15/2024

Date	Transfer Journal No.	Reason Needed	Amount	Funding From	Funding To
1/19/2024	2024-07-599	The ROW Landscape Estrella, I10 to MC85 project (#50020) is being modified due to ongoing construction projects on Estrella Parkway South of I-10. This project will be redeployed when conditions make sense to do so.	\$629,500	Asset Management Project 50020	Asset Management CIP Reserve
3/15/2024	2024-09-452	Move budget from Personnel vacancy savings to contract labor for fiber installation in Estrella. The Traffic Division has been short staffed this fiscal year and was not able to install the cable with existing staff.	\$110,000	HURF Salary Savings	HURF Contractual
2/20/2024	2024-08-514	Repurposing funding from cancelled project #60099 and utilizing funding from Budget Authority to rescoped project #42050 Traffic Management Center Parking Lot Improvements, which includes the addition of a block wall and security access gates.	\$156,100	Asset Management Project 60099	General Fund Project 42050
			\$350,600	Budget Authority - Unforeseen Expenditure	General Fund Project 42050

ITEM #: 6.
DATE: 04/15/2024
AI #:1990



CITY COUNCIL ACTION REPORT

SUBJECT: AMEND ARTICLE 9-8 DEVELOPMENT FEES OF CHAPTER 9 OF THE GOODYEAR CITY CODE

STAFF PRESENTER(S): Jared Askelson, Finance Director

SUMMARY

Amend the Development Fee Article of City Code, providing for corrections, and an effective date.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1609 AMENDING VARIOUS SECTIONS IN ARTICLE 9-8 (DEVELOPMENT FEES) OF THE GOODYEAR CITY CODE; PROVIDING FOR SEVERABILITY, CORRECTIONS AND AN EFFECTIVE DATE. (Jared Askelson, Finance Director)

FISCAL IMPACT

Development impact fees allocate the appropriate cost of new infrastructure to growth related development. This action does not change the fees, but allows the City Code to refer to development impact fees adopted by City Council with Resolution 2024-2378 on January 8, 2024.

BACKGROUND AND PREVIOUS ACTIONS

On January 8, 2024, the City Council approved Resolution 2024-2378 adopting an updated Development Impact Fee Study. The process to adopt the study was in accordance with Arizona Revised Statute 8-463.05. The study included Land Use Assumptions (LUA), an Infrastructure Improvements Plan (IIP), fee schedules, and methodologies for calculation of development impact fees.

STAFF ANALYSIS

This action updates the City Code to reference actions previously taken by City Council with the approval of Resolution 2024-2378 which adopted a new Development Impact Fee Study. The previous actions were in accordance with the process outlined in Arizona Revised Statute 9-463.05.

Attachments

Ordinance

ORDINANCE NO. 2024-1609

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING VARIOUS SECTIONS IN ARTICLE 9-8 (DEVELOPMENT FEES) OF THE GOODYEAR CITY CODE; PROVIDING FOR SEVERABILITY, CORRECTIONS AND AN EFFECTIVE DATE.

WHEREAS, Arizona law allows for the collection of development fees as a means to offset costs associated with providing necessary public services to development within service areas established by the city; and

WHEREAS, the process for adopting and collecting development fees is governed by state law, which allows development fees to be adopted by resolution, ordinance or order; and

WHEREAS, the city has enacted code provisions for the adoption of development fees consistent with the requirements of states law; and

WHEREAS, the city has in the past adopted development fees by ordinance but because of the growth that is occurring within the city, having the ability to adopt the development fees by resolution provides the city flexibility in revising boundaries of service areas within the city and adopting development fees as needed to offset costs associated with providing necessary public services to development with such service areas; and

WHEREAS the Mayor and Council of the City of Goodyear, Arizona, find that the interests of the City of Goodyear and its citizens are best served by amending provision in Article 9-8 (Development Fees) of the Goodyear City Code as needed to provide for the adoption of development fees by resolution of the Mayor and council of the City of Goodyear, Arizona.

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

SECTION 1. Section 9-8-3 (Definitions) of the Goodyear City Code is hereby amended by deleting the following definitions:

NORTH GOODYEAR

NORTHWEST RAINBOW VALLEY (NWRV)

SOUTH GOODYEAR

SECTION 2. Paragraph A of Section 9-8-6 (Service Areas) of the Goodyear City Code is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

(A) The provisions of this article relating to the collection of development fees shall apply to all new development within the corporate limits of the City and within the ~~established~~ Service Areas described in report(s) adopted by resolution of the Goodyear City Council adopting development fees as those ~~may be amended from time to time.~~

SECTION 3. Paragraph B of Section 9-8-6 (Service Areas) of the Goodyear City Code is hereby deleted in its entirety and replaced with the following:

(B) *RESERVED*

SECTION 4 Section 9-8-7 (Development fees) of the Goodyear City Code is hereby deleted in its entirety and replaced with the following:

Except as otherwise provided in Section 9-8-8 (Application of new and increased fees), all new development located within the corporate limits of the City of Goodyear and within a Service Area described in report(s) adopted by resolution of the Goodyear City Council adopting development fees, shall be charged the development fees included in the report(s) adopted by resolution of the Goodyear City Council.

SECTION 5 Section 9-8-9(D) (Adjustments) of the Goodyear City Code is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

(D) *Adjustments.* Development fees shall be adjusted and additional fees collected under the following circumstances.

(1) If at any time during the construction of the building or structure or following the completion of a building or structure, City staff, or its agents, determines that the information upon which development fees were originally calculated is not consistent with the actual construction or the operations following the issuance of a certificate of occupancy, the development fees shall be recalculated to reflect the actual Development Units regardless of whether an amended application is submitted. Any additional development fees owed pursuant to the recalculation shall be paid prior to the issuance of a certificate of occupancy if a certificate of occupancy is not provided. If a certificate of occupancy has already been issued, the additional development fees owed shall be paid within thirty days of receipt of a bill for the additional development fees. If the additional development fees owed are for water or wastewater related development impact fees, the City shall be able to terminate water service to the building or structure until the fees are paid. The failure to provide the additional development fees owed shall be a violation of this City Code subject to the penalties set forth in Section 1-8 of the Goodyear City Code.

(2) If City staff, or its agents, learns that an entire structure or a portion of the structure will be occupied by an occupancy that is inconsistent with the Category of Development upon which development fees were originally calculated, the development fees shall be recalculated to reflect the appropriate Category of Development at the time of occupancy. Any additional development fees owed shall be paid upon discovery of City staff of the change in occupancy, but no later than upon an application for a Building Permit or certificate of occupancy related to the occupancy. By way of example, if development fees on a building were calculated based on the assumption that an entire structure with 50,000 square feet of Gross Floor Area would be occupied as a professional office, but a certificate of occupancy was sought for a portion of the building consisting of 25,000 square feet of Gross Floor Area

for occupancy as a retail establishment, additional development fees would be owed based on the difference between the development fees owed for the building of which 25,000 square feet of GFA is used for Commercial and 25,000 square feet of GFA is used for Office and Other Services and the development fees owed for the building of which 50,000 square feet of GFA is used for Office and Other Services.

(3) Except as otherwise provided in a development agreement approved by the Governing Body, no certificate of occupancy shall be issued until all development fees have been paid, including additional development fees resulting from adjustments made pursuant to this subsection (D).

SECTION 6. Section 9-8-9(E) (Calculations) of the Goodyear City Code is hereby deleted in its entirety and replaced with the following:

Reserved.

SECTION 7. Section 9-8-10(D) (Application of Credits) of the Goodyear City Code is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

D) *Application of Credits.* The application of credits towards development fees is subject to the following:

(1) Credits may only be applied towards the development fee for the applicable Category of Necessary Public Services that included the Capital Facility for which the credit is being provided. ~~By way of example, if a Developer expands a wastewater facility to provide wastewater services to new development in the portion of South Goodyear identified as a Service Area for Wastewater Development Fees, credits for the cost of the Facility Expansion may only be applied against Wastewater Development Fees in the South Goodyear wastewater Service Area.~~

(2) Credits may only be applied to development located within the same Service Area for which the Development Fee being credited is collected. ~~By way of example, if a Developer is entitled to a credit for the costs of constructing a Capital Facility that is identified in an Infrastructure Improvements Plan as being necessary to provide water services to North Goodyear and it is included in the Water Development Fee for the Service Area North Goodyear, the credits provided may only be applied toward Water Development Fees for the Service Area North Goodyear.~~

(3) Credits shall be applied only to that portion of the applicable development fee attributable to the Capital Facility for which the credits are provided. By way of example, if a Developer constructs a Capital Facility that is included in an adopted IIP for which a wastewater development fee is assessed, and the costs of the Capital Facility in the IIP represents 10% of the total costs of all Capital Facilities included in the IIP the amount of the credit that can be applied towards a wastewater development fee will be 10% of the applicable

wastewater development fee. Thus if the wastewater development fee for a building in the North Goodyear Service Area was \$15,019 (calculated based on one two-inch meter) the amount of the credit that could be applied towards the wastewater development fee is \$1,502.

Dev Fee	Category of Development	Development Unit	Development Fee Per Development Unit for Applicable Service Area	Credit Portion (Percent of Cost in IIP)	Wastewater Credit
Wastewater	Commercial	Meter Size— 2"	\$15,2019	10%	\$1,502 (\$15,019 X 10%)

SECTION 8. Section 9-8-10(H)(5) is hereby deleted in its entirety.

SECTION 9. 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 10. 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 11. 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____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 7.
DATE: 04/15/2024
AI #:1888



CITY COUNCIL ACTION REPORT

SUBJECT: FY2025 ANNUAL PUBLIC ART PLAN

STAFF PRESENTER(S): Layne Ruiz, Arts and Culture Coordinator

OTHER PRESENTER(S):

Lisa Paulos, Chairman Arts & Culture Commission and Jennifer Barnes, Chairman Public Art Subcommittee

SUMMARY

The Goodyear Arts & Culture Commission will present the recommended FY2025 Annual Public Art Plan for Council consideration and approval.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Approve the FY2025 Annual Public Art Plan as recommended by the Arts & Culture Commission. (Layne Ruiz, Arts & Culture Coordinator; Lisa Paulos, Chairman Arts & Culture Commission; Jennifer Barnes, Chairman Public Art Subcommittee)

FISCAL IMPACT

Funding for projects is considered by City Council during the annual budget process. Current public art projects were funded and approved during the fiscal year (FY) 2024 budget process. The recommended projects have been submitted as a part of the FY2025 budget process.

BACKGROUND AND PREVIOUS ACTIONS

Article 3-9 "Public and Performing Arts Program" of the Goodyear Code of Ordinances identifies the Arts as a process to beautify public space, promote economic development, and strengthen "sense of community". The ordinance provides that up to 1% of costs, for eligible Capital Improvement Plan projects, may be allocated and appropriated in accordance with the city's annual budget process. Through the Goodyear Public Art program, commissioned artwork will be accessible to the public and experienced on a daily basis. As part of the "Public

and Performing Art Ordinance”, the Goodyear Arts & Culture Commission shall make recommendations to City Council for each immediate fiscal year and project expenditures for the next five fiscal years.

STAFF ANALYSIS

The Annual Public Art Plan emphasizes the use of local resources for city projects, engages the community in the public art process, and encourages Goodyear artists to become involved in all aspects of the Arts in Goodyear. Under the direction of the Art & Culture Commission, the Goodyear Arts & Culture Division is committed to providing high-quality programs and events, and has received a 98% satisfaction rating from participants in FY2024. The Commission understands the importance of the Arts and will continue to recommend projects and programs that meet Council goals. The FY2025 Annual Public Art Plan meets these key elements:

- Advance Goodyear public art and to provide quality public art experiences in the city
- Develop projects that engage the community
- Integrate art into the architecture of municipal structures visited by the public
- Identify areas of the city that do not have permanent public artwork installed

The Arts & Culture Commission has completed or is currently working on the following funded projects.

Project	Description	Project Goals	Funding Level
Estrella Parkway Bridge	Commission public artist to include aesthetic elements as part of city infrastructure	Artwork to represent the culture and identity of Goodyear	\$820,500
Fire Station 182 Mosaic Mural	Connect residents and mosaic artist together to create a community driven mural	Include public art at city facilities and create artwork that welcomes those that visit	\$65,000
Goodyear Police Department	Traditional bronze sculpture to visually tell a story of the compassion and commitment displayed by Goodyear Police	Include public art at city facilities and honor those that serve	\$224,000
Loma Linda Pool Mural	Artist to lead teen artists in creating a mural on the exterior of Loma Linda Pool	Engage local youth artists and welcome those who visit	\$2,500

Pop Ups in the Park	Commission a Spring/Summer and Veterans Day temporary mural installation, and purchase a branded art cart and activity supplies to provide additional experiential art opportunities	Encourage civic pride, enhance quality of life, and build community	\$51,000
Traffic Cabinets	Engage community and local artists to utilize applied artwork to embellish ten traffic cabinets	Encourage civic pride and beautify the city through embellished traffic cabinets	\$42,000

The Arts & Culture Commission's goal for the five-year plan is to include artwork in high-traffic outdoor public spaces. This artwork will define the identity of the community and those who call it home. The Arts & Culture Commission recommends the following projects, to be considered in the respective fiscal year, during the annual budget process. City Council may amend this plan, as they deem appropriate.

Recommended Public Art Projects

(Subject to funding appropriations for the FY2025-2029 annual CIP and Supplemental process)

Fiscal Year	Recommended Project	Description	Project Goals	Recommended Funding Level
FY2025	Fire Station 184	Commission artist to create artwork that represents Goodyear Firefighters and their history	Include public art at city facilities and create artwork that welcomes those that visit	\$71,900
FY2025	Pop Ups in the Park	Engage local artists for Spring and Veterans Day temporary mural installations	Encourage civic pride, and foster an atmosphere of community engagement	\$25,000

FY2025	Public Art Tours	Charter bus tours to visit a curated list of artworks, fine art exhibits, local shops and restaurants	Facilitate cultural tourism, and celebrate city public art collection	\$10,000
FY2025	Traffic Cabinets	Engage community and local to embellish 12 traffic cabinets	Encourage civic pride, beautify the city, and create community identity	\$42,000
FY2025	West Valley Temporary Art Program	Partner with West Valley cities to create a series of site-specific artworks	Connect West Valley cities through public art, and facilitate cultural tourism	\$10,000

Furthermore, the Commission is moving toward consideration of the following projects to meet the goals of engaging local artists and installing permanent public artworks that encourage visits to destinations throughout the city.

Future Forecast

Projects Under Consideration	Description	Project Goal
Art Trail at GSQ	Support development of an art trail along Goodyear Way between 150th Dr and Bullard Ave to include at least three major nodes	Drive economic growth and create artwork that welcomes those that visit

The Commission continues to identify innovative Arts programming that positions Goodyear to be the hub for the Arts in the West Valley, and remains dedicated to the preservation and celebration of the existing Goodyear public art collection.

Attachments

FY25 Public Art Plan

FY25 Public Art Plan Presentation



FY2025 ANNUAL PUBLIC ART PLAN

GOODYEAR ARTS & CULTURE
PARKS & RECREATION DEPARTMENT

ARTS & CULTURE COMMISSION



LISA PAULOS
Chairman



ERIN MACFARLANE
Vice Chairman



JENNIFER BARNES
Commissioner



BRIAN CROSS
Commissioner



KYOKO IWASAKA
Commissioner



ANNA JOHNSON
Commissioner



NANCY LOVE
Commissioner



LOUISE J. PRIVETTE
Commissioner



ROSALIND ROBINSON
Commissioner



VACANT
Alternate

ABOUT US



Goodyear
arts
& culture
Commission

The Commission provides leadership through the Arts, bringing community together to celebrate our diverse histories, beliefs, cultures, and aspirations. We strive to beautify the city, create public dialogue, advance education, and inspire civic pride.

We promote artistic excellence through public art that reflects our community's identity and values, create economically viable and enriching arts events, provide Arts advocacy in private and public arenas, develop opportunities for local and emerging artists, and support greater academic achievement through arts education.

GOODYEAR ARTS & CULTURE

The city's Arts & Culture Program continues to develop Arts opportunities that enhance the sense of community in Goodyear. The Arts elevate the quality of life for Goodyear residents and a vibrant Arts program creates "cultural economy" to catalyze the city's economic vitality.

THE COMMISSION USES ARTS TO



Integrate the vision of residents, businesses, and community leaders



Attract new and visiting populations to Goodyear



Create a foundation for defining a sense of place



Contribute to the development of a skilled workforce

Goodyear Arts & Culture continues to be recognized as an Arts leader in the West Valley. The Goodyear Public Art Program, under the direction of the Arts & Culture Commission, continues to grow the permanent public art collection and is developing a dynamic portable and temporary collection that fully engages residents. Programs and events highlight the performing and visual Arts to meet the evolving needs of our growing community. Through the combined efforts of City Council, Arts & Culture Commission, Goodyear residents and staff, we continue to grow a "Culture of Art" throughout Goodyear. Whether it is Arts events, programs, or public art, Goodyear is the destination for the Arts in the West Valley.

FY2024 PUBLIC ART PROJECTS

The Arts & Culture division implements, acquires, and oversees the city's Public Art collection from the guidance of the Council appointed Goodyear Arts & Culture Commission. The Commission strives to meet community needs and to identify projects created with understanding stakeholder desires to develop a sense of place.

VETERANS DAY

Temporary Murals

As part of Pop Ups in the Park, ten artists were selected to honor veterans through 8'x8' temporary murals. Artists painted at Civic Square Park throughout the week leading up to Goodyear's Veterans Day event.



Vets Day Mural Experience
Persephone Preciado

TRAFFIC SIGNAL CABINETS

Funded \$42,000

Artist: Various

Artists will aesthetically enhance twelve new traffic signal cabinets. When completed, Goodyear will have a total of 43 embellished cabinets.



Yuma & Sarival
Cha Gutierrez



Pebble Creek & Coronado
Maria Madrid Reed

LOMA LINDA POOL MURAL

Desert Oasis

Funded: \$2,500

Artist: Brigitte De Marco

Led by the mentor artist, a group of local high school students are beautifying the exterior of Loma Linda Pool.



Loma Linda Pool Mural
Brigitte De Marco

FY2024 PUBLIC ART PROJECTS



FIRE STATION 182

Mosaic Mural

Funded: \$65,000

Artist: Kristine Kollasch

Mosaic mural to aesthetically enhance the exterior of Fire Station 182. Artist is engaging with community members to make custom tiles that will be incorporated into the final mural.

GOODYEAR POLICE DEPARTMENT

Cast Sculpture

Funded: \$224,000

Artist: Trevor O'Toole

Traditional bronze sculpture to visually tell a story of the compassion and commitment displayed by Goodyear Police.

ESTRELLA BRIDGE

Sculptures

Funded: \$820,500

Artist: Barbara Grygutis

Currently in the design phase, artwork will create cohesion between existing and new bridge. As part of city infrastructure, this monumental artwork will be a gateway into southern Goodyear.



GOALS

The Arts & Culture Division continues to expand Arts opportunities to grow Goodyear's economic vitality and provide a platform to express artistic excellence.



DRIVE ECONOMIC GROWTH

- Encourage businesses to locate within the city and attract tourism
- Promote an identity for the city through art
- Incorporate public art in city planning and throughout the community



BUILD A "CULTURE OF ART"

- Engage local artists
- Explore best approach to installing artwork that complements the urban environment and is accessible by many



PROVIDE ARTS FOR ALL

- Provide engaging and innovative programming for all demographics of residents from students to seniors



ADVANCE PUBLIC ART

- Explore opportunities for temporary artworks that are community responsive and have a lower fiscal impact
- Share the public art collection as "Points of Pride" in Goodyear through the use of Story Map

RECOMMENDED WORKING PUBLIC ART PLAN

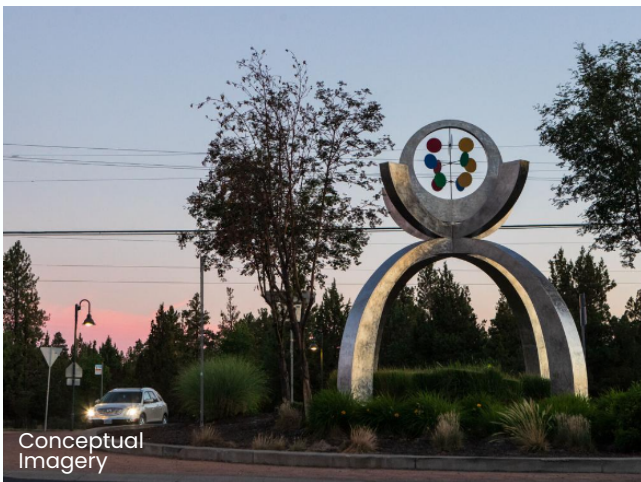
The Goodyear Arts & Culture Commission is recommending the following projects, to be considered over the next five years, during the city's annual budget process. The project goals include: engaging local artists, including public art in city planning, identifying locations for artwork in places easily accessible to the public, and to maintaining the current collection.

Project	Timeline	Description	Project Goal	Funding Level
Fire Station 184	FY2025	Commission artist to create artwork that represents Goodyear Firefighters and their history	- Include public art at city facilities - Create artwork that welcomes those that visit	\$71,900
Pop Ups in the Park	FY2025	Engage local artists for Spring and Veterans Day temporary mural installations	- Encourage civic pride - Foster an atmosphere of community engagement	\$25,000
Public Art Tours	FY2025	Charter bus tours to visit a curated list of artworks, fine art exhibits, local shops and restaurants	- Facilitate cultural tourism - Celebrate city public art collection	\$10,000
Traffic Cabinets	FY2025	Engage community and local artists to embellish 12 traffic signal cabinets	- Encourage civic pride - Beautify the city - Create community identity	\$42,000
West Valley Temporary Art Program	FY2025	Partner with West Valley cities to create a series of site-specific artworks	- Connect West Valley cities through public art - Facilitate cultural tourism	\$10,000

FUTURE PUBLIC ART FORECAST

The Goodyear Arts & Culture Commission is in consideration of the following projects that align with the Commission's goals to engage local artists, focus on capital projects, and identify areas of the city that public artwork will complement.

Project	Timeline	Description	Project Goal
Art Trail at GSQ	FY2026–FY2028	- Support development of an art trail along Goodyear Way between 150th Dr and Bullard Ave. - Include at least three major nodes	- Drive economic growth - Create artwork that welcomes those that visit



The Commission understands the importance of the Arts and will continue to recommend projects and programs that meet Council goals. With a focus on new partnerships, the Commission will continue to explore new Arts experiences for Goodyear. Through community-engaged strategies and a forward-looking approach, the Arts will continue to thrive in Goodyear.

SUMMARY

During FY2024, the Arts & Culture Division, under the recommendation of the Arts & Culture Commission, accomplished the following:

ARTS PROGRAMS

- Creative Aging
- Follow your Art Jr.
- Georgia T. Lord Mayor Select Art Show
- Hot Coffee Art Lectures
- Library Fine Art Exhibits
- Paint Nights
- P.W. Litchfield Heritage Lecture Series

PUBLIC ART PROJECTS

- Estrella Bridge
- Fire Station 182 Mosaic Mural
- Goodyear Police Department Sculpture
- Loma Linda Pool Murals
- Temporary Murals Installations for Veterans Day
- Traffic Signal Cabinets

SPECIAL EVENTS

- 4th of July Spectacular
- Ballet Under the Stars
- Chalk Art in the Park
- Fall Festival
- Goodyear Lakeside Music Fest
- Goodyear Night Markets
- Goodyear Rocks
- Heart & Sole Race
- Holidays on the Square
- Hop & Hops
- Juneteenth Family Day
- Movie Night
- Theater in the Park
- Veterans Day Tribute
- Vision & Sound
- Wag & Tag Pet Festival



98%

SATISFACTION RATING

Goodyear Arts & Culture is committed to providing high-quality programs and events.

FY24 survey results show a 98% satisfaction rating from participants.



FY2025 ANNUAL PUBLIC ART PLAN

LISA PAULOS

ARTS & CULTURE COMMISSION CHAIRMAN

JENNIFER BARNES

PUBLIC ART COMMITTEE CHAIRMAN

LAYNE RUIZ

ARTS & CULTURE COORDINATOR



APRIL 15, 2024

GOODYEAR ARTS & CULTURE
PARKS & RECREATION DEPARTMENT

ANNUAL PUBLIC ART PLAN



- Arts & Culture Commission
- Highlights of FY2024
- Recommendations for public art projects



ARTS & CULTURE COMMISSION



- Focus on public and performing arts, arts programming, and events
- Engage and support community through art
- Create a sense of place that enhances quality of life



Goodyear
arts
& culture
Commission



ARTS & CULTURE HIGHLIGHTS FY24

- Public Art
 - 6 Projects Underway at 18 Sites
- Events
 - 21 Events throughout the year
 - 8 Events with Major Art Elements
- Programs
 - Multigenerational Programming
 - Fine Art Opportunities



GOODYEAR PUBLIC ART



- Creates a sense of place
- Enhances and beautifies the built environment
- Instills community pride
- Provides cultural and social value
- Increases economic attractiveness and promotes development
- Establishes a “Culture of Art”

ART & CULTURE GOALS



**DRIVE
ECONOMIC
GROWTH**



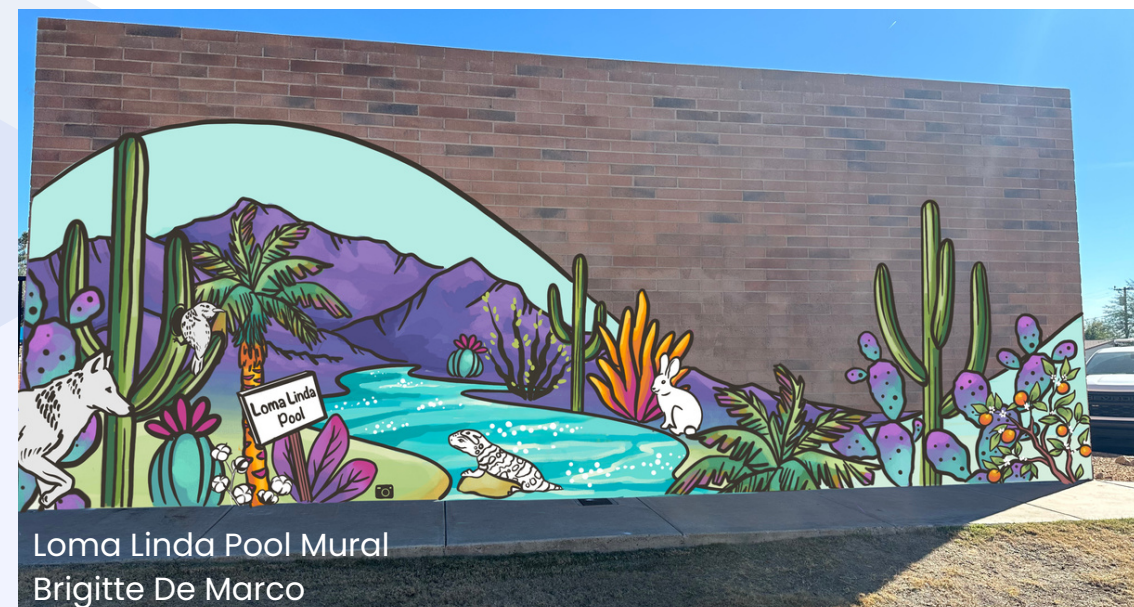
**PROVIDE
ARTS FOR
ALL**



**ADVANCE
PUBLIC ART**



**BUILD A
“CULTURE
OF ART”**



CURRENT PUBLIC ART PROJECTS

- Estrella Bridge
- Fire Station 182 Mosaic Mural
- Goodyear Police Department Sculpture
- Loma Linda Pool Mural
- Temporary Mural Installations for Veterans Day and Juneteenth
- Traffic Signal Cabinets

PUBLIC ART PROJECT RECOMMENDATIONS

Project	Timeline	Description	Project Goal	Recommended Funding Level
Fire Station 184	FY2025	Commission artist to create artwork that represents Goodyear Firefighters and their history	- Include public art at city facilities - Create artwork that welcomes those that visit	\$71,900



PUBLIC ART PROJECT RECOMMENDATIONS

Project	Timeline	Description	Project Goal	Recommended Funding Level
Pop Ups in the Park	FY2025	Engage local artists for Spring and Veterans Day temporary mural installations	- Encourage civic pride - Foster an atmosphere of community engagement	\$25,000



Vets Day Mural Experience
Persephone Preciado



Juneteenth Mural
Giovannie Dixon

PUBLIC ART PROJECT RECOMMENDATIONS

Project	Timeline	Description	Project Goal	Recommended Funding Level
Public Art Tours	FY2025	Charter bus tours to visit a curated list of artworks, fine art exhibits, local shops and restaurants	- Facilitate cultural tourism - Celebrate city public art collection	\$10,000



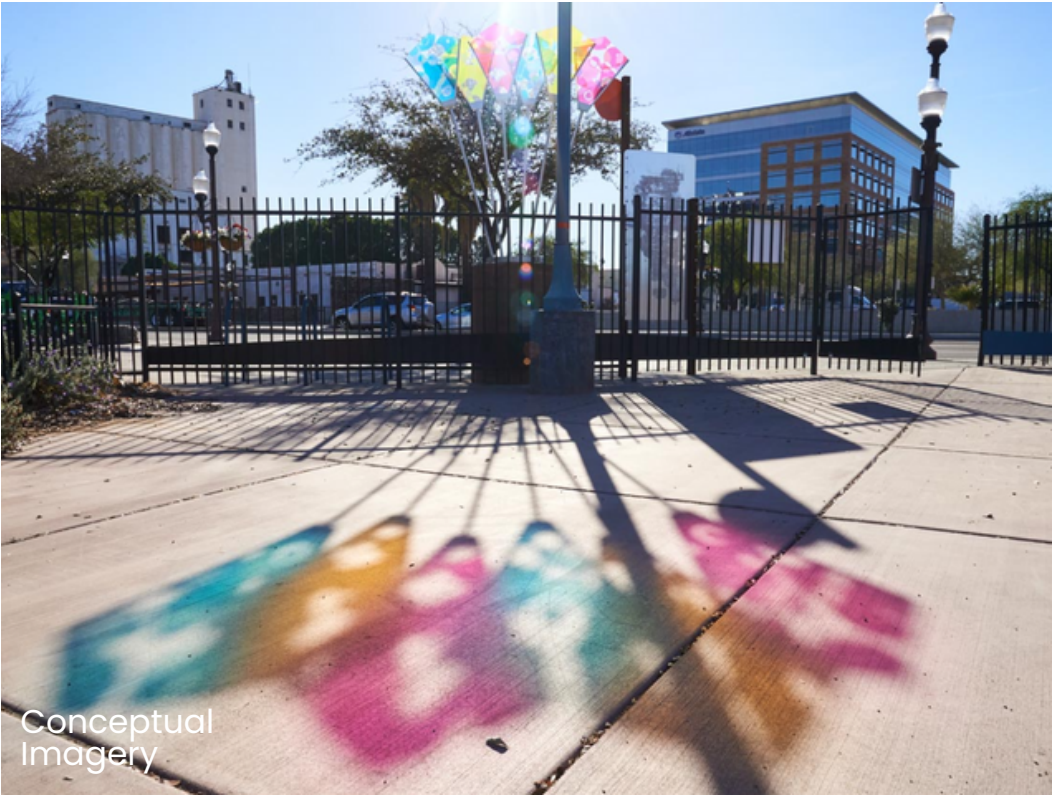
PUBLIC ART PROJECT RECOMMENDATIONS

Project	Timeline	Description	Project Goal	Recommended Funding Level
Traffic Cabinets	FY2025	Engage community and local artists to embellish 12 traffic signal cabinets	- Encourage civic pride - Beautify the city - Create community identity	\$42,000



PUBLIC ART PROJECT RECOMMENDATIONS

Project	Timeline	Description	Project Goal	Recommended Funding Level
West Valley Temporary Art Program	FY2025	Partner with West Valley cities to create a series of site-specific artworks	- Connect West Valley cities through public art - Facilitate cultural tourism	\$10,000



FUTURE FORECAST

Project	Timeline	Description	Project Goal
Art Trail at GSQ	FY2026-FY2028	• Support development of an art trail along Goodyear Way between 150th Dr and Bullard Ave • Include at least three major nodes	• Drive economic growth • Create artwork that welcomes those that visit



SUMMARY



- Impact of Goodyear Arts & Culture
- Project Recommendations
- Approval of FY2025 Annual Art Plan