



CITY OF SOMERTON
CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 1, 2020

Regular Meeting

City Hall, Council Chambers
143 N. State Avenue, Somerton, AZ 85350

7:00 PM

This meeting can be viewed live on the [City of Somerton YouTube channel](#). You can also find the link on the homepage of the City website: somertonaz.gov.

1.0 CALL TO ORDER

2.0 PLEDGE OF ALLEGIANCE

3.0 ROLL CALL

4.0 CALL TO PUBLIC

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later time.

5.0 CONSENT AGENDA

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

- 5.1 Approval of October 6, 2020 Regular Council Meeting Minutes.**
Approval of October 20, 2020 Regular Council Meeting Minutes.

Andrea Moreno,
Deputy City Clerk

6.0 PUBLIC HEARING

7.0 PRESENTATIONS

- 7.1 Discussion regarding future use of various City of Somerton owned properties located at: 110 N STATE AVE parcel # 743-62-210; 150 W MAIN ST parcel # 743-62-211; 203 W MAIN ST parcel # 752-06-010; 404 W SPRING ST parcel # 743-62-116; 674 E MAIN ST parcel # 743-64-132; 246 W CANO ST parcel # 752-06-150; 1298 W MAIN ST parcel # 195-33-025; and PROPOSED PARK LAND parcel # 195-33-027.**

Jerry Cabrera, City
Manager

8.0 OLD BUSINESS

All items are for discussion and possible action.

9.0 NEW BUSINESS

All items are for discussion and possible action.

- 9.1 Discussion and possible action to select a Vice Mayor for the City of Somerton.**

Jerry Cabrera, City
Manager

- | | | |
|-----|--|---|
| 9.2 | Discussion and possible action to rectify a scrivener's error on Ordinance No. 2020-004 and authorize the City Attorney or City Clerk to change such to Ordinance No. 2020-005 without the need for re-adoption. | Jorge Lozano, City Attorney |
| 9.3 | Discussion and possible action to approve first reading by title only Ordinance No. 2020-006. An ordinance of the Mayor and Council of the City of Somerton, Arizona, amending the City Code in regards to authority to correct scrivener's errors; repealing any conflicting provisions; and providing for severability. | Jorge Lozano, City Attorney |
| 9.4 | Discussion and possible action to approve Memorandum of Understanding between the State of Arizona, City of Somerton, and various participating local governments known as One Arizona Opioid Settlement Memorandum of Understanding ("MOU") to jointly approach settlement negotiations with the Pharmaceutical Supply Chain Participants. | Jorge Lozano, City Attorney |
| 9.5 | Discussion and possible action to enter into a cooperative purchasing agreement with Arizona Purchasing (AZP) by and through Yuma Union High School District No. 70 and Yuma Educational Purchasing Association (YEPA) and school districts in the State of Arizona as identified in the agreement. | Czarina Gallegos, Finance Director |

10.0 SUMMARY OF CURRENT EVENTS/FUTURE AGENDA ITEMS

11.0 EXECUTIVE SESSION

City Council may vote to hold an Executive Session for the purpose of obtaining legal advice from the council's attorney on any matter listed on the agenda, pursuant to Arizona Revised Statute §38- 431.03(A)(3).


- | | | |
|------|---|------------------------------------|
| 11.1 | Executive Session for discussion or consultation with the City Attorney in order to instruct its attorney on the City's position regarding contracts in negotiation with the Yuma Union High School District relating to facilities, infrastructure, and all fees relating to the new high school. A.R.S. § 38-431.03(A)(4). | Jorge Lozano, City Attorney |
|------|---|------------------------------------|

12.0 ADDENDUM

13.0 GENERAL INFORMATION

14.0 ADJOURNMENT

15.0 ACTION ITEMS

 *In accordance with the Americans with Disabilities Act (ADA) and § 504 of the Rehabilitation Act of 1973, the City of Somerton does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities or services. For information regarding rights and provision of the ADA or § 504, or to request reasonable accommodations for participation*

in City programs, activities or services contact: ADA/Section 504 Coordination, City of Somerton Human Resources, 143 N. State Avenue, Somerton, Arizona 85350. (928) 722-7400. TDD is the same number.



CITY COUNCIL OF THE CITY OF SOMERTON

Approval of October 6, 2020 Regular Council Meeting Minutes.

Approval of October 20, 2020 Regular Council Meeting Minutes.

MEETING DATE: December 1, 2020

DEPARTMENT: Administration

CATEGORY:

PREPARED BY: Andrea Moreno

DISCUSSION

SUGGESTED ACTION

Attachment(s)

[October 6, 2020 RCM Minutes.pdf](#)

[October 20, 2020 RCM Minutes.pdf](#)



CITY OF SOMERTON
CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 6, 2020

Regular Meeting

City Hall, Council Chambers
143 N. State Avenue, Somerton, AZ 85350

7:00 PM

ROLL CALL

Attendance Name	Title	Status
Martha Garcia	Vice Mayor	Present
Miguel Villalpando	Council Member	Present
Luis Galindo	Council Member	Present
Carlos Gonzalez	Council Member	Present
Juan Castillo	Council Member	Absent
Gerardo Anaya	Mayor	Absent
Jesus Roldan	Council Member	Absent

Council Member Miguel Villalpando and Carlos Gonzalez called in remotely.

This meeting can be viewed live on the [City of Somerton YouTube channel](#). You can also find the link on the homepage of the City website: [somertonaz.gov](#).

1.0 CALL TO ORDER

Meeting called to order at approximately 7:00 p.m. by Vice Mayor Martha Garcia.

2.0 PLEDGE OF ALLEGIANCE

Vice Mayor Garcia led Pledge of Allegiance.

3.0 CALL TO PUBLIC

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later time.

Clyde Gill, 690 South 4th Avenue, Yuma AZ 85364, stated he would like to receive the green light for a permit to put up two walls inside his garage at 1036 Columbia Ave. in Somerton which is a single residence. Mr. Gill said the purpose of the walls was to have a home gym and storage. Mr. Gill mentioned that the walls will not alter the structure integrity of the home in any way. Mr. Gill said that on Sept. 18th, 2020, a sign was hung on his front door by Salvador Lopez, City Building Inspector, for unknown construction in garage and for no permit. Mr. Gill said that Mr. Lopez later came and said it was in violation of city code to construct any rooms in a garage. Mr. Lopez further stated that he would have to build a shade structure for cars on driveway because it is a law that all cars must have shade in Somerton. Mr. Gill said that Mr. Lopez also stated that the real reason behind this is to deter people renting out sleeping quarters to farm workers. Mr. Gill mentioned that he was told by Mr. Lopez that he would need a variance. Mr. Gill asked City Council for someone to look into this and stated that Mr. Salvador Lopez is very close-minded. He added that what he is trying to do will not alter the building nor be adding additional square footage.

Vice Mayor Garcia said she will give Mr. Gill's info to Mr. Cabrera and they will look into this. Vice Mayor Garcia said Mr. Cabrera will be giving Mr. Gill a call to follow up on this matter.

4.0 CONSENT AGENDA

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

RESULT: PASSED [UNANIMOUS]

MOVER: Luis Galindo, Council Member

SECONDER: Carlos Gonzalez, Council Member

AYES: Martha Garcia, Miguel Villalpando, Luis Galindo, Carlos Gonzalez

- 4.1 Approval of June 16, 2020 Regular Council Meeting Minutes.
Approval of July 7, 2020 Regular Council Meeting Minutes.**

5.0 PUBLIC HEARING

6.0 PROCLAMATIONS/PRESENTATIONS

- 6.1 Proclamation recognizing the month of October 2020 as "Domestic Violence Awareness Month".**

Diane Umphress, Executive Director Amberly's Place, 1310 S 3rd Ave, Yuma AZ 85364, thanked staff for taking the time and effort to put together a proclamation on domestic violence awareness. Ms. Umphress said three women a day lose their life in the United States to domestic violence. She thanked the Somerton Police Department for the support they give to domestic violence victims. She said that what we really need is that when we see something to speak up; to call the police. Ms. Umphress added that hopefully by doing this, we can prevent future homicides. Ms. Umphress said they see approximately 3,000 victims a year in Yuma County and many of those victims are from the Somerton community.

Vice Mayor Martha Garcia read the Proclamation Domestic Violence Awareness Month.

- 6.2 Proclamation recognizing the month of October 2020 as "Breast Cancer Awareness Month".**

Vice Mayor Martha Garcia read the Proclamation Breast Cancer Awareness Month.

- 6.3 Presentation by the Yuma Safe Produce Council regarding Food Safety in produce fields within Somerton City limits particularly those adjacent to walkways and residential areas.**

Mary Campbell and Lucy Camarena representing the Yuma Safe Produce Council from the Arizona Department of Agriculture, said they are a group of food safety professionals and their mission is to educate the communities of Yuma, throughout the State and Country. Their message is to help inform the things they do and ask for cooperation and partnership from the City. Ms. Campbell said they have one project that they would like the City to participate in which was the walking areas in some areas of Somerton that are missing stations. Ms. Campbell mentioned they have funds to help the City put those stations but asked for partnership with the City of Somerton for the stations to be

restock and trash to be emptied. Ms. Campbell also asked if there are opportunities in Somerton where they could put brochures that explained how the community can assist them in keeping the fields and canals clean and overall opportunities on how to educate the community. Ms. Campbell mentioned that agriculture is huge in this area and agriculture is what built Somerton. She added that they would like to continue highlighting that of the Leafy Green Program and made themselves available if the City needs a speaker or partnering in any kind of program.

Council Member Luis Galindo asked if they had enough PPE for field workers because of the current pandemic and Ms. Campbell stated that they are in contact with the Public Health Department and that every company is responsible for getting their own PPE. She added they are in a planning stage right now and they would reach out if a shortage happens.

6.4 Water, Police Department, and Wastewater Solar Farms Presentation.

Jesus Corona provided a presentation on Solar Farms that Somerton has at the Water, Wastewater and Police Department. Mr. Corona provided a presentation update on the solar plants that are not currently working. He stated that the solar plants margin of error is very small, so they need to fix that before they start the production part. He stated they do require regular maintenance. He said the main errors he encountered on the solar plants that were not producing was that there was no data, irregular tracking, inverter unknown errors, contactors not activating and SD cards programming errors. Mr. Corona provided the status on each of the solar plants and its main errors. Mr. Corona said they haven't started any maintenance for the police department because of some logistic problems of impounded vehicles being there, but that they will be able to work on them starting on Monday. Mr. Corona said none of the solar plants are producing or tracking solar properly.

Mr. Corona said the company that was doing the maintenance was doing it mostly by remote tracking but when the company broke, the remote tracking stopped so the service disappeared. He stated that the maintenance that these systems require are electronics, electricity, programming and systems communications. Mr. Corona stated a complete report will be provided in the first or second week of January 2021. The contract ends in December and by January we will have a good idea where we are.

Council Member Luis Galindo asked if we received a report from APS and stated he believes we are wasting more money than what we are producing and could be more beneficial to eliminate this project. Mr. Galindo said he would like to get a complete information report on how much we are producing and spending a year. Mr. Corona stated that the solar plants had been with no maintenance for 2 and a half years. Mr. Galindo replied that he would like to see a report from 2017 to present because he would like to compare numbers. Mr. Cabrera added that APS had changed the rates.

6.5 Presentation and status update of a small business relief fund approved by City Council on September 4, 2020 and administrated by Local First Arizona, a 501(c)(3) non-profit organization.

Kimberly Lanning from Local Arizona First congratulated City Council for prioritizing small businesses in Somerton. Ms. Lanning acknowledged Council's leadership in helping Somerton and stated that staff has been an outstanding team to work with. Ms. Lanning said the Somerton business community been very grateful, responsive and collaborative. Ms. Lanning provided an update on the grant funds to small businesses. She stated that they completed a total of 29 grants

and 16 of those were Spanish preferred and 13 were English preferred businesses. She said the average grant size was \$3,310 and had distributed \$96,000 but still have 4,000 in reserves. She said she will get with staff to determine how to distribute those remaining funds.

Ms. Lanning provided a list of the small businesses who obtained the grant which was included in her presentation packet and is filed in the Clerk's office. Ms. Lanning said that a wide variety of businesses applied and the funds they were granted will help them cover rent and utilities. Vice Mayor Garcia said she appreciated Ms. Lanning for doing this for the City specially right now that is everyone struggling due to the pandemic and for disbursing the money so quickly to businesses. Council Member Galindo asked if there were certain grant limitations businesses had to take and Ms. Lanning said no, that businesses agreed to use the monies for business expenses, and she was not expecting for any kind of report from them either. Mr. Galindo asked if businesses had to report this in their taxes. Ms. Lanning said yes because it is an income and she gathered a W9 for each business. Hector tapia, Economic Development Director, said that on behalf of the businesses, they asked to thanked Council for the funds they received.

7.0 OLD BUSINESS

All items are for discussion and possible action.

8.0 NEW BUSINESS

All items are for discussion and possible action.

8.1 Discussion and possible action to approve Contract #110-21 between the City of Somerton and the Arizona Department of Housing for the use of CDBG State Special Projects (SSP) funds in the amount of \$500,000 for the Fulton Street & Council Avenue Improvements.

Yolanda Galindo, CDBG Consultant, congratulated and thanked Vidal Ochoa and Samuel Palacios for assisting her in providing a successful application for the Arizona Department of Housing ADOH. Ms. Galindo stated that 26 applicants submitted application in State of Arizona and only 11 were awarded, City of Somerton being one of them with \$500,000. Ms. Galindo mentioned they have 30 days to put this project together.

RESULT: PASSED [UNANIMOUS]

MOVER: Luis Galindo, Council Member

SECONDER: Carlos Gonzalez, Council Member

AYES: Martha Garcia, Miguel Villalpando, Luis Galindo, Carlos Gonzalez

8.2 Discussion and possible action to approve a grant agreement between the City of Somerton and the State of Arizona for distribution of federal dollars from the US Department of Treasury's Coronavirus Relief Fund (CRF).

Fire Chief Paul De Anda mentioned Andrea Moreno processed this grant application for the City for all receipts and expenses for COVID-19 purposes from different departments. Chief De Anda said this had no cost for the City.

RESULT: PASSED [UNANIMOUS]

MOVER: Luis Galindo, Council Member

SECONDER: Carlos Gonzalez, Council Member

AYES: Martha Garcia, Miguel Villalpando, Luis Galindo, Carlos Gonzalez

8.3 Discussion and possible action to approve Resolution 2020-019. A resolution of the Mayor and Council of the City of Somerton, Arizona, changing a City Council meeting date for the month of November 2020.

Jorge Lozano, City Attorney said the proposed resolution was to change the City Council date from the first Tuesday in November to the first Monday of November 3rd, 2020 because of the presidential election happening on November 3rd, 2020. Mr. Lozano said that due to a lack of adequate facilities, this year the City contracted Yuma County and selected City Hall to hold the elections.

RESULT: PASSED [UNANIMOUS]

MOVER: Luis Galindo, Council Member

SECONDER: Carlos Gonzalez, Council Member

AYES: Martha Garcia, Miguel Villalpando, Luis Galindo, Carlos Gonzalez

8.4 Discussion and possible action to contract VSS International for the 2021 Pavement Preservation Program including slurry seal, polymer modified master seal (PMM) and Gilsonite Sealer Binder (GSG-88).

Diane Umphress, Executive Director Amberly's Place, 1310 S 3rd Ave, Yuma AZ 85364, thanked staff for taking the time and effort to put together a proclamation on domestic violence awareness. Ms. Umphress said three women a day lose their life in the United States to domestic violence. She thanked the Somerton Police Department for the support they give to domestic violence victims. She said that what we really need is that when we see something to speak up; to call the police. Ms. Umphress added that hopefully by doing this, we can prevent future homicides. Ms. Umphress said they see approximately 3,000 victims a year in Yuma County and many of those victims are from the Somerton community.

Vice Mayor Martha Garcia read the Proclamation Domestic Violence Awareness Month.

RESULT: PASSED [UNANIMOUS]

MOVER: Carlos Gonzalez, Council Member

SECONDER: Luis Galindo, Council Member

AYES: Martha Garcia, Miguel Villalpando, Luis Galindo, Carlos Gonzalez

8.5 Discussion and possible action to purchase a new street sweeper for Street Department and new dump truck for Wastewater Department.

Samuel Palacios, Public Works Director, said that the Street Department provides daily street sweeping to all City road segments within the City boundaries. Mr. Palacios added that the Sewer Department utilized the dump truck daily to transport the solid waste to the landfill. He said a used 2002 Freightliner street sweeper and a used 2000 dump truck from the Arizona Department of Transportation was purchased. He said both vehicles are at their end of life cycle and need to be replaced in order to improve the department's daily operations. Mr. Palacios said that his department scheduled the replacement of both vehicles for this fiscal year and the acquisition of the new street sweeper and the new dump truck has been approved by Council as part of our 2021 Capital Improvement Program (CIP).

Mr. Palacios said that staff will use the Arizona State Contract No. CTR041810 with Freightliner of Arizona for the purchase of both trucks. He stated his recommendation is for Council to approve the purchase of a new street sweeper in the amount of \$279,965.34 and new dump truck in the amount of \$144,701.06 following bids by the Arizona State Procurement Office Solicitation No. PM000228 Contract No. CTR041810 and authorize City Manager to execute an agreement for the best financing options.

Council Member Carlos Gonzalez asked for the old street sweeper and dump truck to be left as back up.

RESULT: PASSED [UNANIMOUS]
MOVER: Luis Galindo, Council Member
SECONDER: Martha Garcia, Vice Mayor
AYES: Martha Garcia, Miguel Villalpando, Luis Galindo, Carlos Gonzalez

8.6 Discussion and possible action to purchase a new side loader refuse truck for Sanitation Department.

Samuel Palacios, Public Works Director, said the Sanitation Department provides residential trash collection services every week Monday through Thursday using two side loader refuse trucks and two older back up trucks. Mr. Palacios said they use these back up trucks when servicing primary trucks. He mentioned that they had scheduled the replacement of the 2009 Autocar side-loader refuse truck for this fiscal year and that the acquisition of the new refuse truck has been approved by Council as part of our 2021 Capital Improvement Program (CIP). Mr. Palacios said the 2009 Autocar truck will be one of their back up trucks and the current 2000 Volvo backup truck will be out of service and placed for sale at our auction. Mr. Palacios stated that the City of Somerton is an approved member of this Cooperative Purchasing Program and wants to proceed with this purchase by using the City of Yuma Contract HGAC HT06-20. He said that the purchase of the truck and chassis will be from a local company. The contract was awarded to Rush Truck Center.

Mr. Palacios' recommendation for City Council is to approve the purchase of a new refuse truck following bids by the HGAC Buy Contract No. HT06-20 in the amount of \$356,370.76 and authorize City Manager to execute an agreement for the best financing option for this purchase.

Yolanda Galindo said that because the City of Somerton has a population of lower than 20,000, the City qualifies for a rural development interest rate of 2.125 for the life of the vehicle. Ms. Galindo will work on this application.

RESULT: PASSED [UNANIMOUS]
MOVER: Luis Galindo, Council Member
SECONDER: Carlos Gonzalez, Council Member
AYES: Martha Garcia, Miguel Villalpando, Luis Galindo, Carlos Gonzalez

9.0 SUMMARY OF CURRENT EVENTS/FUTURE AGENDA ITEMS

Jerry Cabrera, City Manager

- Mentioned this was his first Council Meeting as City Manager and have met with all Department Heads.
- Still working on sewer and maintenance yards

- o 62 positives COVID-19 cases for today and waiting on zip code numbers for tomorrow morning
- o City Hall will reopen on Tuesday and Friday of next week
- o We will be reporting Cares budget on our weekly report
- o COVID-19 fee will be assessed for future traveling teams to disinfect and sanitize

Carmen Juarez, Community Development Director

- 2020 Census operations have been extended until October 31st; staff is working with AZ @ Work to potentially have contract employees to continue assisting residents for the next three weeks in those areas of the city where we didn't have participation. A meeting between city staff and AZ@Work was held today to initiate the process to hire these temporary employees through this agency.
- Staff is scheduling public meetings with business and landowners within the proposed Infill, Incentive, Overlay District to introduce this plan and receive comments before presenting it to the P&Z Commission and Council for final review and potential approval. Public meetings may be scheduled for the end of October/beginning of November and will be following social distancing and any other restrictions in place.

Araceli Juarez, Chief of Police

- Domestic Violence Awareness Month and have changed our shoulder patches for this month with pink mask.
- Seen a decrease in child reported crimes, which is concerning, we expect high reporting when school begins.
- Officer have been out making sure that political signs are not being vandalized.
- We have two days planned for our vehicle storage lot, in order to move all vehicle. This will allow room for the maintenance of the Solar Panels

Paul De Anda, Fire Chief

- Currently working with Jonathan Athens, Cocopah Public Information Office, to create another series of 4 videos. These videos will focus on the need to remain vigilant during the upcoming holiday season. As families will tend to feel the pressure to gather, this will raise the risk of another spike in COVID-19 spread. We will be using the videos to try and help the public understand that 10-20 people gathered in a festive environment, can lead to a super spreader event. Case and point, the President and White House staff. At least seven people who attended the press conference regarding the SCOTUS have tested positive.
- Seeing what I call "COVID Fatigue". This is everyone being getting tired of masking up, social distancing and staying home. As a result, many are letting their guard down, and doing these things either by having gatherings at their homes or going to bars and restaurants that are violating the principle safety rules established. But as an example of why the mask, distancing and isolation are important we can look at what has been achieved so far at the Public Safety Facility. To date, the Somerton Police and Somerton Cocopah Fire Department are the only departments in Yuma County to have -so far- zero COVID-19 infections in our personnel. We believe that this is the result of our personnel's professionalism in disinfecting their equipment, apparatus and uniforms. In addition to this the wearing of facemask lessens the chances of an asymptomatic carrier transmitting the virus

Czarina Gallegos, Finance Director

- Finalizing first quarter numbers for Departments and City Council.
- Working with Human Resources to schedule interviews for the Accounts Payable position.
- The Purchasing Agent and I have met with several department heads regarding their procurement needs.
- Working with Departments to establish a new electronic workflow for Purchase Orders.

Samuel Palacios, Public Works Director

- Request for Proposal (RFQ) Engineering Services. Staff received five proposals for Roadway and Transportation Engineering Services and six proposals for Water and Wastewater Engineering Services. Staff sent the proposals and the scoring packages to the panel review. The due date to submit and review the scores will be Friday October 16th.
- Main Street Palm Trees Lights. Staff will replace the rope LED lights on East Main Street and will install new rope lights on the palm trees located at West Main Street in front of the Community Center. We currently received quotes and completed the electrical installation for the new lights on the west side.
- USDA Possible Loan/Grant for Equipment Purchase. After talking with Yolanda Galindo, Town of Wellton is working with USDA for the purchase of their sanitation refuse truck. Yolanda passed the information to us. We contacted USDA and they are willing to work with us and possible finance the purchase of the dump truck, street sweeper and side-loader refuse truck. This may be a 15% grant and the rest financed at less than 2.5%. The plan is to continue using the services from Yolanda through our current IGA with the Town of Wellton to complete the USDA application.

Hector Tapia, Economic Development Director

- Welcome Sign Project. Tomorrow Wednesday October 7, I am meeting with Christopher Smart, Kofa High Welding Class Teacher to continue with the "Welcome Sign" Project for the City of Somerton.
- La Michoacana Plus. The building construction plans are almost complete and are expected to be submitted by the end of this week. A minor modification for this site will be used to adjust the building setback required along Main Street. Patio and outdoor dining areas are encouraged under the Main Street Redesign Project in Downtown. Electronic Plan Review will be used for this process.
- Oriental House Restaurant. The building remodel construction plans are also expected by the end of this week. Electronic plan review will be used for this process.

Jesus Meza, Parks and Recreation Director

- Call for bids in relation to contractual landscaping services is posted and open until Friday, October 23, 2020 at 3PM.
- New pump for pool order was ordered on 10/1 and scheduled to arrive in 1-2 weeks.
- Bids for Joe Muñoz Court project are currently under review to confirm project to top bidder on October 13th.
- Reopening plan sent to Department Heads.

Council Member Carlos Gonzalez gave kudos City Staff for donating their time to help at the food bank. He mentioned it was a big plus for our community and City.

Mr. Gonzalez also stated that when the City purchase the sweeper and dumper, to get the media and let the community know what we are doing.

Council Member Luis Galindo stated he received a call over the weekend regarding the grass at Joe Munoz Park and asked for city code enforcement and for Jerry Cabrera and Community Development to follow up.

Vice Mayor Garcia thanked staff for their participation at the food bank event. Also thanked Carmen Juarez and all staff that participated in the Census event.

Ms. Garcia added that Mr. Cabrera and herself will be meeting with Cocopah tomorrow to continue the efforts of the food bank and food distribution among the community.

10.0 EXECUTIVE SESSION

City Council may vote to hold an Executive Session for the purpose of obtaining legal advice from the council's attorney on any matter listed on the agenda, pursuant to Arizona Revised Statute §38- 431.03(A)(3).

11.0 ADDENDUM

12.0 GENERAL INFORMATION

13.0 ADJOURNMENT

Vice Mayor Garcia adjourned the meeting at approximately 8:44 p.m.


14.0 ACTION ITEMS

Gerardo Anaya, Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday, October 6, 2020.

Andrea Moreno, Deputy City Clerk

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CITY OF SOMERTON
CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020

Regular Meeting

City Hall, Council Chambers
143 N. State Avenue, Somerton, AZ 85350

7:00 PM

ROLL CALL

Attendance Name	Title	Status
Gerardo Anaya	Mayor	Present
Martha Garcia	Vice Mayor	Present
Luis Galindo	Council Member	Present
Carlos Gonzalez	Council Member	Present
Jesus Roldan	Council Member	Present
Juan Castillo	Council Member	Absent
Miguel Villalpando	Council Member	Absent

Council Member Luis Galindo and Carlos Gonzalez called in remotely.

This meeting can be viewed live on the [City of Somerton YouTube channel](#). You can also find the link on the homepage of the City website: [somertonaz.gov](#).

1.0 CALL TO ORDER

Meeting called to order at 7:03 p.m. by Mayor Gerardo Anaya.

2.0 PLEDGE OF ALLEGIANCE

Council Member Jesus Roldan led the Pledge of Allegiance.

3.0 ROLL CALL

4.0 CALL TO PUBLIC

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later time.

Clyde Gill, 690 South 4th Avenue Yuma Az 85364, stated he would like to add two walls inside of a garage at 1036 S Columbia Avenue in Somerton. Mr. Gill said he had been studying Somerton's ordinances that pertain to residential subdivisions. Mr. Gill stated that every home that has been built since April 02, 2015 is in violation of the zoning ordinance 4.3.13 (a) (2) because it states that the minimum width is 18 feet and the minimum depth is 20 feet with no obstructions. Mr. Gill said that all garage doors used in this particular subdivision are only 16 feet wide. He added that there is no valid ordinance concerning shade for cars. Mr. Gill requested a permit to be granted for building two walls in the garage. And added that he is willing to sign an agreement that the purpose is for the single family residing inside the home and is not trying to rent homes to seasonal workers.

Mayor Anaya said he would like to set a precedence, have staff look at the property and put together a

report to determine if we can move forward or not

5.0 CONSENT AGENDA

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

RESULT: PASSED [UNANIMOUS]
MOVER: Martha Garcia, Vice Mayor
SECONDER: Jesus Roldan, Council Member
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

5.1 Check Registers for the month of August and September 2020.

5.2 Approval of July 21, 2020 Regular Council Meeting Minutes.

6.0 PUBLIC HEARING

6.1 Public Hearing followed by discussion and possible action regarding the Minor General Plan Amendment Case No. PLN20-00017 concurrently with Rezoning Case No. PLN20000010 for the development of future Somerton Elementary Schools.

Motion to open Public Hearing.

RESULT: PASSED [UNANIMOUS]
MOVER: Martha Garcia, Vice Mayor
SECONDER: Jesus Roldan, Council Member
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

Carmen Juarez, Community Development Director, stated the item is about a minor General Plan Amendment Case No. PLN20-00017 concurrently with Rezoning Case No. PLN20000010 for the development of future Somerton Elementary Schools. Ms. Juarez said that a request by Somerton School District #11 to change the 2010 General Plan Land Use Designation of Assessors Parcel Number 211-04-017, a 26.17 Acre Parcel from Employment, Commercial, and Low Density Residential to Public Facilities; and to change to the zoning districts of the aforementioned parcel from C-2 (General Commercial), Single Family Residential-6 (R-1-6) and L-I (Light Industrial) to G (Government). Ms. Juarez said the purpose of this minor General Plan amendment and rezoning is to allow the future development of an elementary school and possibly a middle school.

Ms. Juarez talked about the General Plan elements and the advisement of this public hearing. She said 300 mailouts were sent throughout a 300-mile radius to property owners on September 5, 2020. Ms. Juarez provided parcel history and the background case. Ms. Juarez added that this is a parcel that is currently in agriculture use and has been subject to a degree of urban encroachment and now surrounded by different types of nonagricultural uses. The parcel is all commercial and just a low density of residential. She mentioned that there has been a change in ownership back in 2019 and now owned by Somerton School District. Somerton School Districts has made progress in developing future schools and now plan for a middle school in the future.

Ms. Juarez mentioned that there are two primary reasons why both of the applicant and City Staff believe a government district zoning classification would be more appropriate. One of the reasons is that the government district has more flexible development standards which gives the architect

more freedom when designing the layout and dimensions of the campus and its facilities and the second one is that the government district zoning ensures zoning consistency with all other Somerton Schools.

Ms. Juarez read and explained Exhibit A Condition of Approval; Exhibit B Responses from Public Agencies and Exhibit C Maps of land and parcels. Ms. Juarez stated she received two letters via email from local companies in the areas opposing to the construction because of having an elementary school so close to agricultural land. Jerry Cabrera, City Manager, added that none of the farming will be disturbed in their regular operations. Dr. Laura Noel said they are repositioning the school on the east side in consideration of the farming. Ms. Noel wants to continue to have a good relationship with the farmers and to work along with them. She added they are trying to stay away from the farming as much as they possibly can.

Vice Mayor Martha Garcia asked if there had been any communication with the farmers. Ms. Noel said there has been ongoing contact with farmers leasing the land. Mr. Cabrera said he contacted CFO Griffin to set up a meeting with local farmers in the City of Somerton.

No one from the public offered no comments or concerns.

Motion to close Public Hearing.

RESULT: PASSED [UNANIMOUS]
MOVER: Martha Garcia, Vice Mayor
SECONDER: Jesus Roldan, Council Member
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

Motion to approve Minor 2010 General Plan Amendment Case #PLN-20-00017 subject to the conditions listed in Exhibit A.

RESULT: PASSED [UNANIMOUS]
MOVER: Jesus Roldan, Council Member
SECONDER: Martha Garcia, Vice Mayor
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

Motion to approve Rezoning Case # PLN20-00010 subject to the conditions listed in Exhibit A.

Council Member Carlos Gonzalez recused himself from this item.

RESULT: PASSED [UNANIMOUS]
MOVER: Jesus Roldan, Council Member
SECONDER: Martha Garcia, Vice Mayor
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Jesus Roldan

7.0 PRESENTATIONS

7.1 Quarterly Financial Update

Czarina Gallegos, Finance Director, provided a financial overview of the first quarter of Fiscal Year 2021. Ms. Gallegos reviewed the cash flow revenues and expenditures as well as 2021 budget. Ms. Gallegos said cash has increased this year for the general fund as well as for other utility funds. She

talked about the City and State tax distributions and provided amounts from 2016 to present. Ms. Gallegos presented an overview of the general fund for all personnel, operations and revenues. She mentioned that all departments were doing great but did some research on the police department budget because they were over for the first quarter. She said she discovered it was because of the YRCS fees because they are paid at the beginning of the year. Ms. Gallegos said the general fund is generally trending low, very conservative and overall below the anticipated expenditures.

Council Member Carlos Gonzalez asked about the attorney fees and the 30 days extra that Mr. Lozano was left as City Manager. Ms. Gallegos said an adjustment needed to be made to the City Attorney and to the Administration Department in order to accommodate those fees due to Mr. Lozano being placed as Acting City Manager from June to September 2020.

Ms. Gallegos mentioned that for the HURF she made a classification error in regards to operation. She said we are not at 180% but that there is a \$16,000 expenditure in capital outlay putting HURF for operations at 80%. Ms. Gallegos provided a budget process timeline and added she already started working on capital improvement projects for next fiscal year with staff. She said she already started with Public Works Department. She said that next budget year, we will be able to see connections with projects and goals.

Mr. Cabrera said that Ms. Gallegos' pie charts show we are at 43% funded from State and how important it is for the community to know how important the Census is for our budget. The City is losing revenue if Census is not done right and accurately. Mr. Cabrera said that hopefully we are closer to the exact population for Somerton this year because it will have a huge effect on City of Somerton.

8.0 OLD BUSINESS

All items are for discussion and possible action.

9.0 NEW BUSINESS

All items are for discussion and possible action.

9.1 Discussion and possible action regarding the first reading by title only of Ordinance No. 2020-004. An Ordinance of the Mayor and City Council of the City of Somerton, Arizona, authorizing the rezoning of real property described as Assessor Parcel No. 211-04-017, from General Commercial, Light Industrial and Single Family Residential to Government for the development of future Somerton Elementary Schools.

Carmen Juarez, Community Development Director, said this was the last step to finalize the minor rezoning case she just presented to authorize the changes to the zoning map.

Motion to approve Ordinance No. 2020-004.

RESULT: PASSED [UNANIMOUS]

MOVER: Martha Garcia, Vice Mayor

SECONDER: Jesus Roldan, Council Member

AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

Motion to approve first reading by title only of Ordinance No. 2020-004.

Carmen Juarez Ordinance No. 2020-004 by title only.

RESULT: PASSED [UNANIMOUS]
MOVER: Martha Garcia, Vice Mayor
SECONDER: Jesus Roldan, Council Member
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

9.2 Discussion and possible action to review and appoint three Planning and Zoning Commissioners for the term 2020-2022.

Carmen Juarez, Community Development Director, requested Council to approve four members for the Planning and Zoning Commission. She said they have 4 terms that have expired, 2 commissioners and 2 seats that have been vacant for a while. Ms. Juarez asked to reappoint Daniel Flores and Lorena Zendejas and appoint Louie Galaviz and Maribel Valenzuela to fulfill the 2020-2022 term in the Planning and Zoning Commission.

RESULT: PASSED [UNANIMOUS]
MOVER: Jesus Roldan, Council Member
SECONDER: Carlos Gonzalez, Council Member
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

9.3 Discussion and possible action to approve Resolution 2020-020. A resolution of the Mayor and Council of the City of Somerton, Arizona, rescinding Resolution 2019-019 and changing a City Council meeting date for the month of November 2020.

Jorge Lozano, City Attorney, said that on the last Council Meeting, we had a resolution to move the City Council Meeting from the first meeting in November to the first Monday in November. Mr. Lozano said that because of the election taking place on Tuesday and using our facility, the elections department need to bring equipment as early as Friday before the election. He added that we need to secure and lock this in the room making our meeting impossible to have it here on that day. He recommended the meeting be moved to the first Thursday of the month.

RESULT: PASSED [UNANIMOUS]
MOVER: Martha Garcia, Vice Mayor
SECONDER: Jesus Roldan, Council Member
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

9.4 Discussion and possible action to approve Joe Muñoz Court Restoration Project contractor.

Jesus Meza, Parks and Recreation Director, provided an update on the Joe Munoz Court Restoration project and ask for direction. Mr. Meza said they received 3 bids to start this restoration project. He added that all 3 bidders are in line with the scope of work and require 4 inches of sand to make sure this project was going to be durable for the coming years. Mr. Meza said they discussed the bids and the scores were unanimous for the recommended contractor Smart Construction LLC.

RESULT: PASSED [UNANIMOUS]
MOVER: Jesus Roldan, Council Member
SECONDER: Gerardo Anaya, Mayor
AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

10.0 SUMMARY OF CURRENT EVENTS/FUTURE AGENDA ITEMS

Jerry Cabrera, City Manager,

COVID trending high, average closer to 25-30 % of positive rate

Today was the first day of reopening and was a slow day

New COVID-19 spit test coming out; we may have even more positive numbers

Sending out CDC guidelines for Halloween trick or treat

Carmen Juarez, Community Development Director

Moving forward with the presentation 2020 incentive overlay plan propose area the first week in November.

Hector Tapia, Saul Albor and herself have scheduled to attend 6 public meetings held in different locations throughout the districts. At least 2 public meetings proposed. Mailed out close to 900 invitations for these meetings.

Jesus Meza, Parks and Recreation Director

Work with PEP program - repainted the office community center

Future activities and projects collaborating with Jesse from PPEP Youth Build

Bids IFP for contractual services the improvement districts close on Friday, one bidder so far

Sam Palacios, Public Works Director

Update on Cesar Chavez traffic signal project – DPE construction for November 2nd

Hector Tapia, Economic Development Director

Update on Main Street – building plan approved for Oriental House; construction starting in the next couple of weeks

Araceli Juarez, Chief of Police

November 5 new officer graduate AWC Academy

Completed hiring officer and communication specialist

Sunset Clinic COVID-19 testing October 22, 2020 3-6pm

Paul De Anda, Fire Chief

Battalion Chief Carlos applied for grant of hazardous materials and received a letter from the Emergency Management letting us know we had been awarded equipment \$6,800

Increase in transport of COVID-19 patients

Jorge Lozano, City Attorney

No new claims since last meeting

Continue working on internal compensation plan for staff

Council Member Carlos Gonzalez

Requested for Mr. Cabrera to have a brief status report of the items discussed on February 22nd Budget Retreat.

Vice Mayor Marth Garcia said tomorrow Cabrera and I will meet with Cocopah to go to Food Bank to find better ways of delivery options to better serve our residents.

Encouraged everyone to vote

Mayor Gerardo Anaya

Last Wednesday participated in the 4FrontED Binational Conference where all Yuma County Mayors participated as well as from Mexicali, San Luis Rio Colorado, Calexico and El Centro. He said it was a virtual conference and spoke about Somerton's economic development opportunities infrastructure and education.

Encouraged everyone to vote

11.0 EXECUTIVE SESSION

City Council may vote to hold an Executive Session for the purpose of obtaining legal advice from the council's attorney on any matter listed on the agenda, pursuant to Arizona Revised Statute §38- 431.03(A)(3).

RESULT: PASSED [UNANIMOUS]

MOVER: Martha Garcia, Vice Mayor

SECONDER: Jesus Roldan, Council Member

AYES: Gerardo Anaya, Martha Garcia, Luis Galindo, Carlos Gonzalez, Jesus Roldan

11.1 Vote to meet in executive session for discussion or consultation for legal advice with the attorney or attorneys of the City of Somerton on all matters relating to developmental and impact fees for the west side of Cesar Chavez Avenue. A.R.S. § 38-431.03(A)(3).

11.2 Vote to meet in executive session for the discussion or consideration of employment, assignment, appointment, promotion, evaluation or salary of Jorge Lozano, City Attorney/Chief Personnel Officer per A.R.S. § 38-431.03(A)(1).

12.0 ADDENDUM

13.0 GENERAL INFORMATION

14.0 ADJOURNMENT

Mayor Gerardo Anaya adjourned the meeting at 8:30 p.m.


15.0 ACTION ITEMS

Gerardo Anaya, Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday, October 20, 2020.

Andrea Moreno, Deputy City Clerk

 In accordance with the Americans with Disabilities Act (ADA) and § 504 of the Rehabilitation Act of 1973, the City of Somerton does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities or services. For information regarding rights and provision of the ADA or § 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordination, City of Somerton Human Resources, 143 N. State Avenue, Somerton, Arizona 85350. (928) 722-7400. TDD is the same number.



CITY COUNCIL OF THE CITY OF SOMERTON

Discussion regarding future use of various City of Somerton owned properties located at: 110 N STATE AVE parcel # 743-62-210; 150 W MAIN ST parcel # 743-62-211; 203 W MAIN ST parcel # 752-06-010; 404 W SPRING ST parcel # 743-62-116; 674 E MAIN ST parcel # 743-64-132; 246 W CANO ST parcel # 752-06-150; 1298 W MAIN ST parcel # 195-33-025; and PROPOSED PARK LAND parcel # 195-33-027.

MEETING DATE: December 1, 2020

DEPARTMENT: Administration

CATEGORY: Presentation

PREPARED BY: Jorge Lozano

DISCUSSION

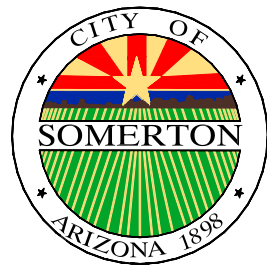
This presentation will focus on helping Mayor and Council in identifying the various city owned properties. Mayor and Council can consider discussing future uses for some, all, or none of the city owned-properties.

SUGGESTED ACTION

Discussion only.

Attachment(s)

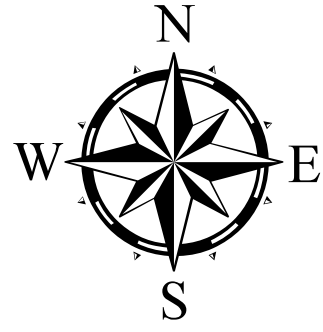
[ZoningwithAddresses.pdf](#)



CITY OF SOMERTON

ZONING MAP

NOVEMBER 2020



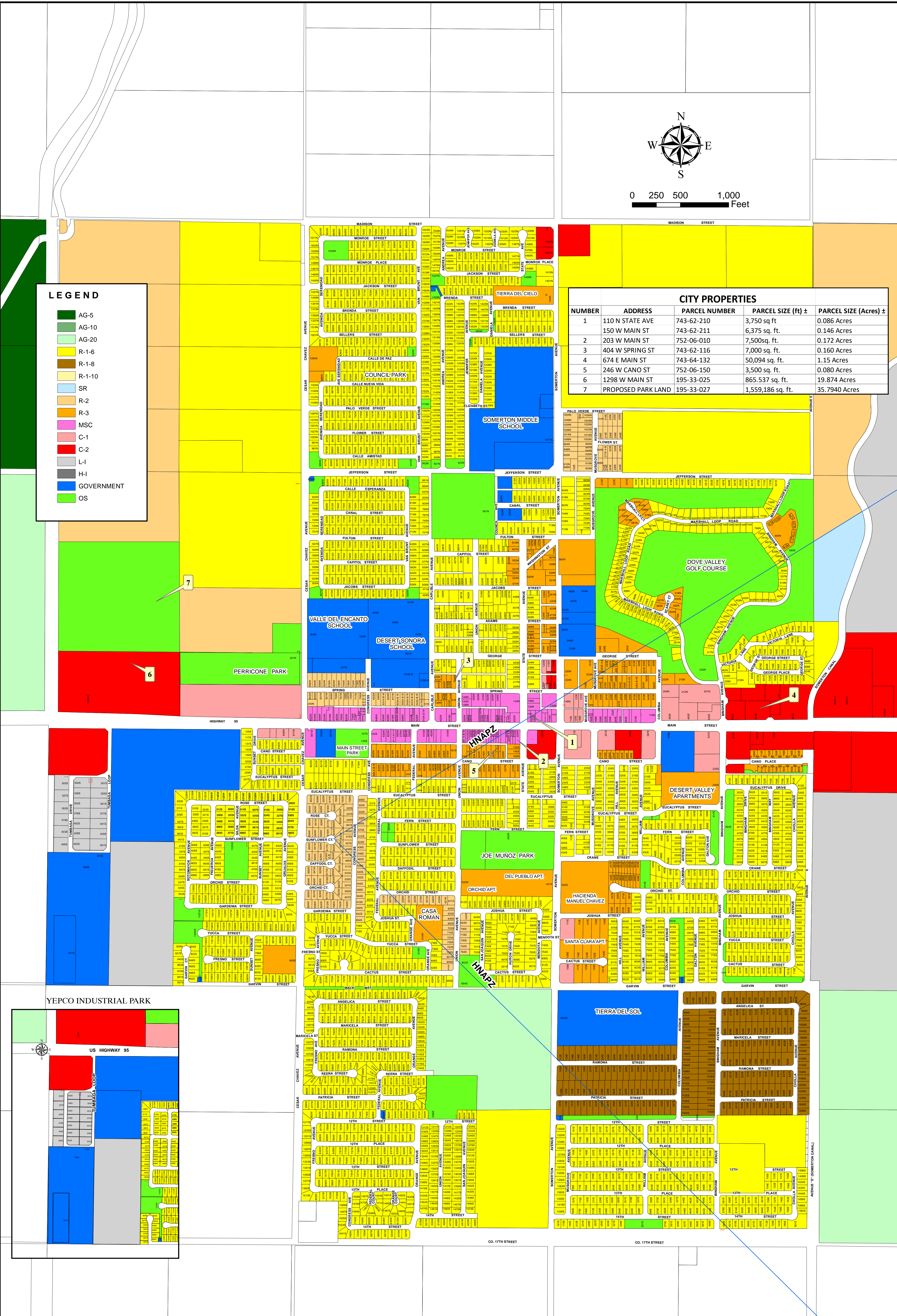
0 250 500 1,000 Feet

LEGEND

- AG-5
- AG-10
- AG-20
- R-1-6
- R-1-8
- R-1-10
- SR
- R-2
- R-3
- MSC
- C-1
- C-2
- L-1
- H-1
- GOVERNMENT
- OS

CITY PROPERTIES

NUMBER	ADDRESS	PARCEL NUMBER	PARCEL SIZE (ft) ±	PARCEL SIZE (Acres) ±
1	110 N STATE AVE	743-62-210	3,750 sq. ft.	0.086 Acres
2	203 W MAIN ST	752-06-010	7,500sq. ft.	0.172 Acres
3	404 W SPRING ST	743-62-116	7,000 sq. ft.	0.160 Acres
4	674 E MAIN ST	743-64-132	50,094 sq. ft.	1.15 Acres
5	246 W CANO ST	752-06-150	3,500 sq. ft.	0.080 Acres
6	1298 W MAIN ST	195-33-025	865,537 sq. ft.	19.874 Acres
7	PROPOSED PARK LAND	195-33-027	1,559,186 sq. ft.	35.7940 Acres





CITY COUNCIL OF THE CITY OF SOMERTON

Discussion and possible action to select a Vice Mayor for the City of Somerton.

MEETING DATE: December 1, 2020

DEPARTMENT: Administration

CATEGORY: Appointment

PREPARED BY: Andrea Moreno

DISCUSSION

The City Code authorizes the Council to designate one of its members as Vice Mayor, who shall serve at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during his absence or disability.

SUGGESTED ACTION

Motion to nominate a Vice Mayor for the City of Somerton.

Motion to appoint the selected nominee for the City of Somerton.

Attachment(s)

Not Applicable.



CITY COUNCIL OF THE CITY OF SOMERTON

Discussion and possible action to rectify a scrivener's error on Ordinance No. 2020-004 and authorize the City Attorney or City Clerk to change such to Ordinance No. 2020-005 without the need for re-adoption.

MEETING DATE: December 1, 2020

DEPARTMENT: City Attorney

CATEGORY: Amendment

PREPARED BY: Jorge Lozano

DISCUSSION

At the November 5, 2020 council meeting, Mayor and Council held the second reading by title only of Ordinance 2020-004. There was, however, a minor mistake on the title of the ordinance. This action authorizes the City Attorney or City clerk to correct the ordinance number without having to repeal and re-adopt the same ordinance.

SUGGESTED ACTION

Motion to authorize changing the number of Ordinance 2020-004 to Ordinance 2020-005.

Attachment(s)

[Ordinance No. 2020-005.pdf](#)



OFFICE OF THE
MAYOR
CITY OF SOMERTON

Ordinance

No. 2020-005

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SOMERTON, ARIZONA AMENDING ORDINANCE NO. 2015-002 AND REZONING CERTAIN AREAS IN THE CITY FOR REAL PROPERTY DESCRIBED HEREIN AS APN 211-04-017, A 26.17 ACRE PARCEL MORE OR LESS AND MORE PARTICULARLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO, FROM C-2 (GENERAL COMMERCIAL), L-I (LIGHT INDUSTRIAL), AND R1-6 (SINGLE FAMILY RESIDENTIAL) TO GOVERNMENT.

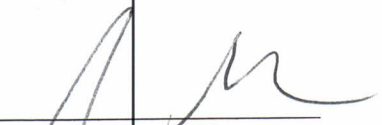
Section 1: That Zoning Ordinance No. 2015-002 and those certain documents adopted by Resolution No. 2015-004, known as the Somerton Zoning Ordinance, are hereby amended as follows:

For real property described herein as Assessor Parcel Number 211-04-017 containing 26.17 acres more or less and more particularly described on Exhibit A, attached hereto, from C-2 (General Commercial), L-I (Light Industrial), and R1-6 (Single Family Residential) to Government.

Section 2: That the Zoning map adopted under said Ordinance No. 2015-002, as amended, is hereby ordered to be changed and amended as to show that said real property described in this Ordinance is located within the district herein provided.

Section 3: If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall **not** affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of Somerton, Arizona this 5 day of November 2020.


Gerardo Anaya, Mayor

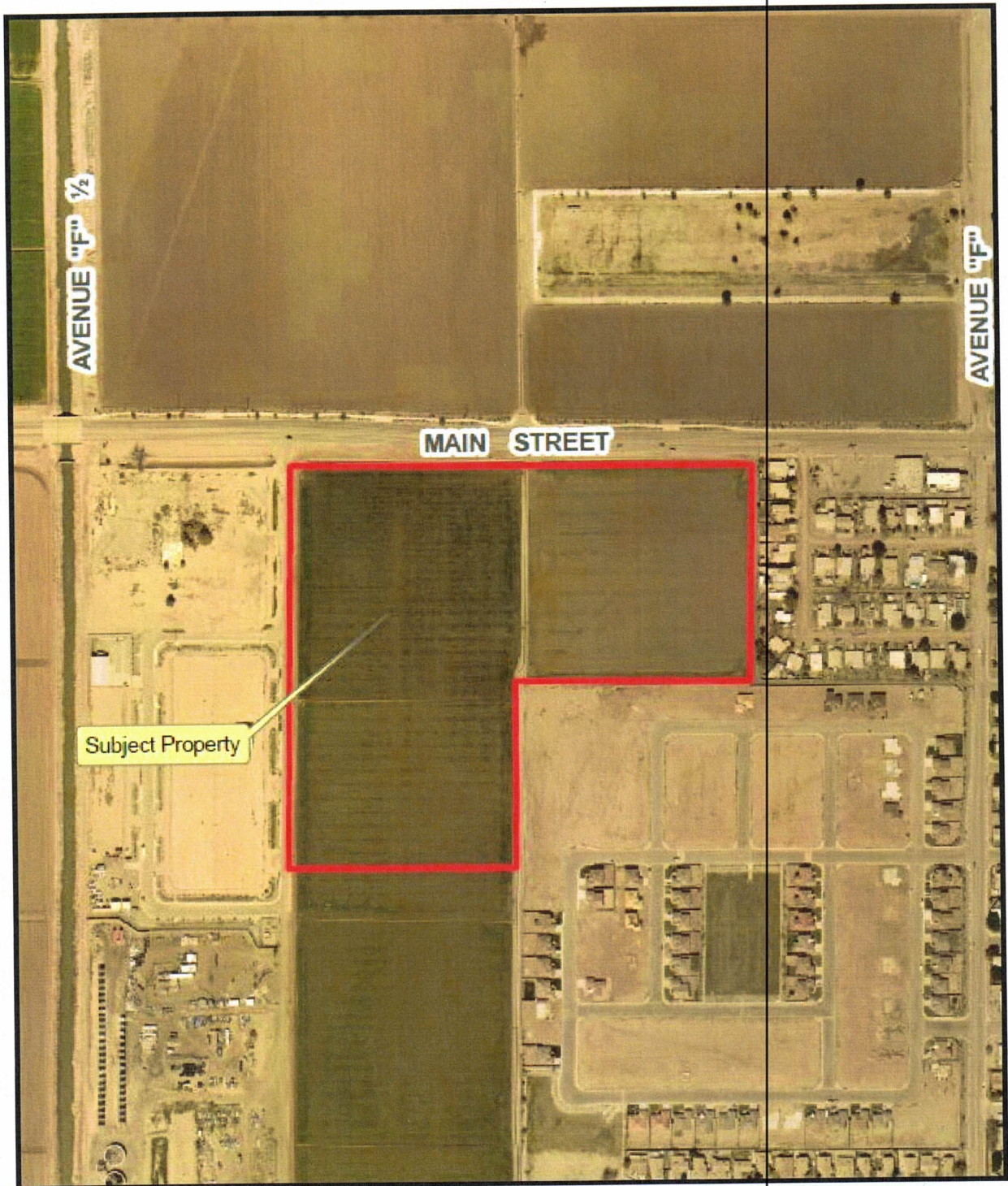
ATTEST:



Andrea Moreno, Deputy City Clerk

APPROVED AS TO FORM:

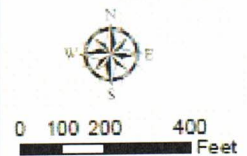

Jorge Lozano, City Attorney

EXHIBIT A

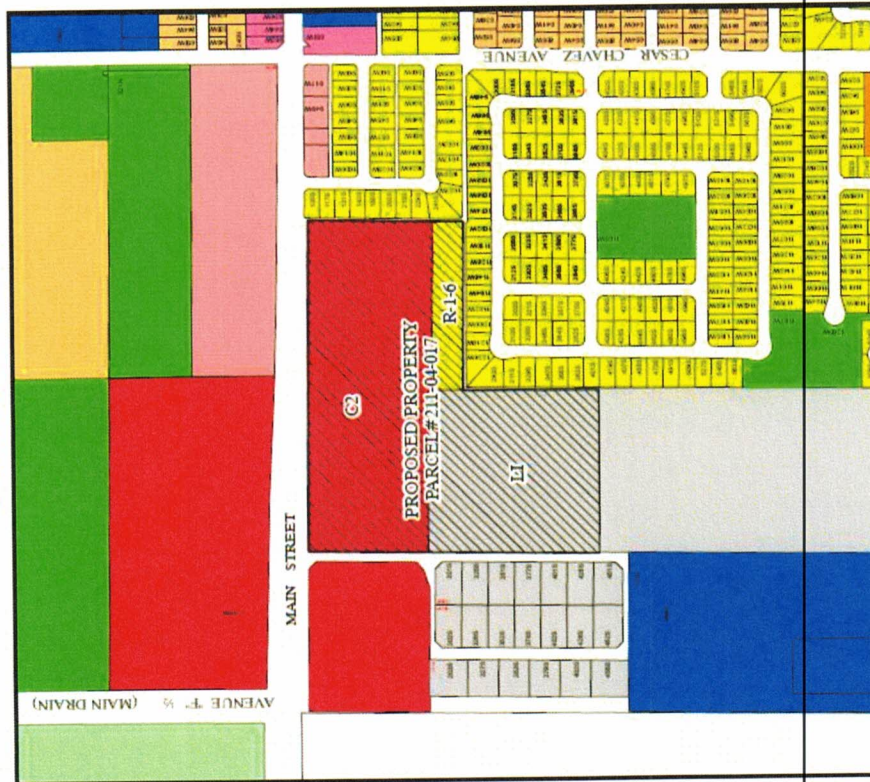



CITY OF SOMERTON
COMMUNITY DEVELOPMENT
143 N STATE AVE
(928) 722-7399
SOMERTON, AZ 85350

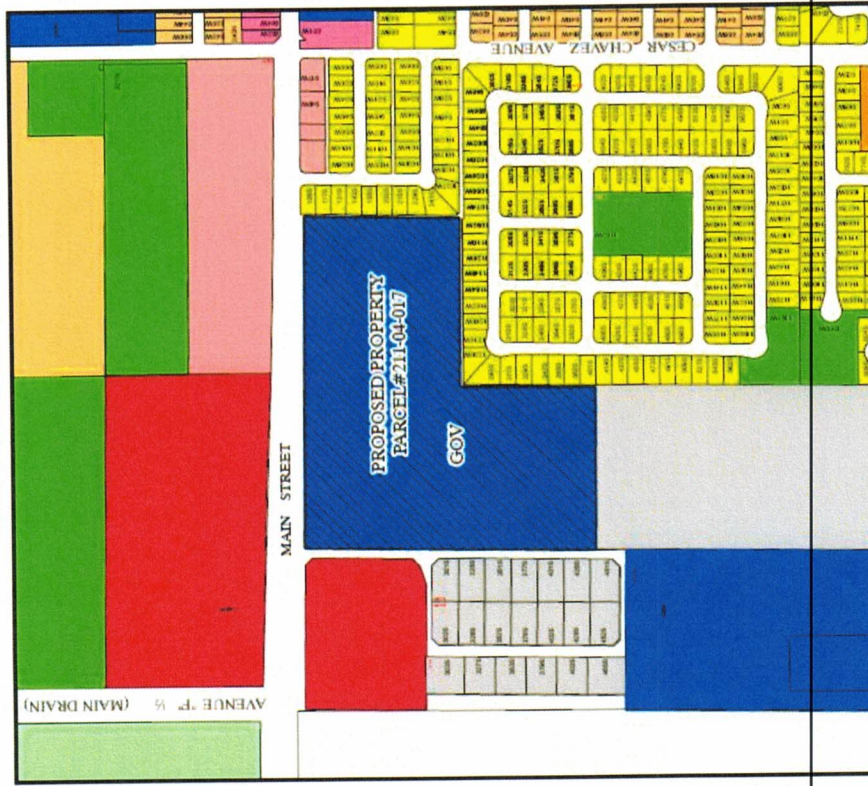
APN 211-04-017
1201 W MAIN STREET



CURRENT ZONING



PROPOSED ZONING



LEGEND

AG-5	R-1-6	R-2	C-1	H-1
AG-10	R-1-8	R-3	C-2	GOVERNMENT
AG-20	R-1-10	MSC	L-1	OS



PARCEL #211-04-017
1201 W MAIN STREET

CITY OF SOMERTON
COMMUNITY DEVELOPMENT
143 N. MAIN AVE
SOMERTON, AZ 85350





CITY COUNCIL OF THE CITY OF SOMERTON

Discussion and possible action to approve first reading by title only Ordinance No. 2020-006. An ordinance of the Mayor and Council of the City of Somerton, Arizona, amending the City Code in regards to authority to correct scrivener's errors; repealing any conflicting provisions; and providing for severability.

MEETING DATE: December 1, 2020

DEPARTMENT: Administration

CATEGORY: Ordinances

PREPARED BY: Andrea Moreno

DISCUSSION

There currently are no procedures for correcting mistakes on resolutions, ordinances, etc. Currently, if an error is made on a document, it must be brought up to council for correction and must be reflected on the minutes. This ordinance authorizes the City Attorney and the City Clerk to correct commonplace mistakes such as misspellings, grammatical, numbering and other minor corrections.

SUGGESTED ACTION

Approve first reading by title only of Ordinance No. 2020-006.

Attachment(s)

[Ordinance No. 2020-006.pdf](#)



OFFICE OF THE
MAYOR
CITY OF SOMERTON

Ordinance

No. 2020-006

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE IN REGARDS TO AUTHORITY TO CORRECT SCRIVENER'S ERRORS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

WHEREAS, Mayor and Council desires to amend and modify the Somerton City Code as it relates to authority to correct scrivener's errors;

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Somerton, Arizona, as follows:

Section 1: ARTICLE 2-5: ORDINANCES, RESOLUTS, AND CONTRACTS of the Somerton City Code is amended by adding Section 2-5-11 Authority to Correct Scrivener's Errors.

Section 2: Section 2-5-11 Authority to Correct Scrivener's Errors of the Somerton City Code, is hereby amended in its entirety to read as follows:

§ 2-5-11 AUTHORITY TO CORRECT SCRIVENER'S ERRORS

A. The City Attorney and City Clerk are hereby each individually authorized to correct scrivener's errors in the City Code, Zoning Code, and/or in ordinances and resolutions adopted by the Council without the need for readoption of the City Code provision, Zoning Code provision, ordinance or resolution.

B. For purposes of this section, a scrivener's error includes one (1) or more of the following:

1. Misspelling;
2. Grammatical error;
3. Numbering error;
4. Cross-referencing error; or
5. Inconsistency with the rules of style adopted for the reformatted City Code, Zoning Code, or any adopted code.

C. A correction to an ordinance or resolution shall be accompanied by a scrivener's note on or attached to the corrected ordinance or resolution.

D. Corrections to complete sections of the City Code, Zoning Code, or any adopted code shall be noted in the code.

Section 3: Providing for Repeal of Conflicting Ordinances. All ordinances and parts of ordinances, codes, resolutions, or policy of the City of Somerton in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed, suspended, and replaced.

Section 4: Providing for Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the City Council of Somerton this ____ day of _____, 2020.

Gerardo Anaya, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Moreno, Deputy City Clerk

Jorge Lozano, City Attorney



CITY COUNCIL OF THE CITY OF SOMERTON

Discussion and possible action to approve Memorandum of Understanding between the State of Arizona, City of Somerton, and various participating local governments known as One Arizona Opioid Settlement Memorandum of Understanding ("MOU") to jointly approach settlement negotiations with the Pharmaceutical Supply Chain Participants.

MEETING DATE: December 1, 2020

DEPARTMENT: City Attorney

CATEGORY: Litigation

PREPARED BY: Jorge Lozano

DISCUSSION

Governments across America have been litigating against the manufacturers, distributors, and dispensers of opioids for years now. Most of these cases are in federal court, centralized in the Northern District of Ohio (Cleveland). Others are in state courts. Thousands of governments have filed suit, but the vast majority of governments have not.

Various defendants in the opioid litigation are now interested in settling, and they wish to settle with as many states and local governments as possible. Moreover, and from your city/town's point of view, this is the important part: ***the defendants want to settle even with governments that have not sued them.*** They want to end the current litigation against them *and* forestall future lawsuits.

Proposed Settlement

These proposed settlements are likely to be structured as a settlement between the defendant in question and the states participating in the settlement with that defendant. The money will flow from the defendant to the state and then, within the state, to the local governments, *i.e.*, the counties, cities, and towns. If an opioid defendant settles with a state, it will want to settle also with as many local governments that within that state as possible. This raises the issue of the allocation of funds from such a settlement within the state. Two states, Ohio and Texas, worked out such allocation agreements earlier this year.

Since April, the Arizona Attorney General's Office and the fifteen County Attorneys have been negotiating on the allocation of any settlement proceeds that might be received by Arizona in such a global settlement. The first stage of this process was to work out a template for the allocation of settlement funds between the State and the counties. The counties met among themselves and participated in countless calls and email exchanges to discuss the proposal and work out a strategy for counter proposals. This has gone on for months. The main, though not the only, issue of contention was the share of settlement proceeds that would flow to the state and the share to the counties (and the cities and towns within each county). In the first version of the proposed deal, only 15% of the funds would flow directly to counties. The counties pushed back, insisting on a much larger share. By July the State

and the counties had reached a tentative agreement that the State would receive 44% of the settlement proceeds and the counties the balance, 56%. There were still many issues to be worked out, but the parties finally resolved them in September. The result was the formal written agreement, the One Arizona Opioid Settlement Memorandum of Understanding (the “MOU”), which you have just received from the A.G. **For convenience, a copy is also attached to this email.**

A major purpose of the MOU is to spell out how any settlement proceeds received by Arizona will be allocated among Arizona governments. More accurately, the MOU allocates settlement proceeds among three types of Arizona governments: 1) the State; 2) the counties; and 3) the cities and towns. The MOU does not address Native American Tribes, nor does it address non-traditional governmental entities like special taxing districts, school districts, etc. As to the three types of governments that are at issue, the shares flowing to each type are specified in the MOU.

Allocation

Here’s how it works. First, the State receives, as mentioned above, 44% of the proceeds. Second, the balance (56%) is allocated to the 15 counties pursuant to formulas specified in Ex. B of the MOU. Third, each county is then encouraged to work out an allocation with the cities and towns within the county. In the absence of such an agreement, Ex. C to the MOU sets out default allocations. Ex. D of the MOU then deals with what happens if some cities and towns within the county refuse to participate. There is also a provision for a withhold for possible attorney fees; if it is unnecessary, that money reverts to the local governments.

As I said, the fifteen counties have all approved this agreement. That concludes the first stage of the process. The second stage of the process is review of the MOU by the cities and towns. As you see from the Attorney General’s letter, the State strongly urges you to join the counties in executing the MOU. **However, the League is not advising you about whether to execute the MOU; I am writing only to make sure this development is “on your radar” since there is a deadline to respond.** Presumably, the only reason a city or town would refuse to participate, and thus receive nothing from a settlement with an opioid defendant, would be because it expects to litigate its own case against that defendant. However, keep in mind that the participation of the cities and towns bears not only on those cities/towns receiving funds under the settlement, it also bears on the total amount received by all Arizona local governments. This requires a bit of explanation.

The major settlement with the opioid defendants now being discussed provides incentives for states to obtain as high a level of participation by local governments as possible. This is not due to altruism on the part of the defendants, but simple arithmetic. If a defendant must set aside funds to litigate against a local government within a state, then it naturally will agree to pay less to that state. Thus, the higher the level of participation, the higher the distribution to Arizona, and hence the higher the distribution to the participating local governments. This part of the settlement is still in flux, but it seems likely that 100% participation will yield a settlement with Arizona as much as double one with low participation. There is 100% participation of the counties. What the State and the counties would now like to achieve is 100% participation of the cities and towns.

SUGGESTED ACTION

Motion to approve One Arizona Opioid Settlement Memorandum of Understanding (“MOU”).

Attachment(s)

[AG Letter.pdf](#)



MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona
CIVIL LITIGATION DIVISION

JOSEPH SCIARROTTA, JR.
Division Chief

November 3, 2020

Tom Belshe
Executive Director
Christina Estes-Werther
General Counsel
League of Arizona Cities and Towns
1820 West Washington Street
Phoenix, Arizona 85007

Re: One Arizona Opioid Settlement Memorandum of Understanding

Dear Mr. Belshe and Ms. Estes-Werther:

Enclosed please find the letter Attorney General Mark Brnovich sent to the City of Phoenix. He also sent a letter to each of the other 90 cities and towns included in the list we received from your office. We hope the League of Cities and Towns will support this effort so that Arizona can maximize opioid settlement funds and enhance the recovery for all Arizona communities impacted by the opioid crisis.

Sincerely,

Joseph Sciarrotta, Jr.
Division Chief
Civil Litigation Division

JS/mec

Enclosures:
Letter w/ attachments to City of Phoenix



MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona

November 3, 2020

City of Phoenix
C/O Cris Meyer
City Attorney
200 W Washington St 13th Fl
Phoenix, AZ 85003

Re: One Arizona Opioid Settlement Memorandum of Understanding

Dear Mr. Meyer:

State and local governments across the country have been litigating against the opioid industry in response to their alleged unethical and illegal practices. Arizona now has an opportunity to settle with some of the manufacturers and distributors and secure financial resources to contend with the devastation that has been caused to our communities. **The total amount of money that Arizonans receive is dependent upon the number of local governments that participate, so I invite you to join our efforts.**

A major step to facilitating a resolution with the opioid parties was recently achieved. The State of Arizona and all 15 counties have now agreed to the **One Arizona Opioid Settlement Memorandum of Understanding** (the "*One Arizona Plan*" or "MOU"). This MOU provides a framework for distributing opioid settlement funds fairly and effectively throughout our state. Moreover, the *One Arizona Plan* treats both litigating and non-litigating political subdivisions equally.

Like all states engaged in this process, Arizona's MOU employs certain formulas and data collected by federal agencies such as (i) opioid use disorder rates, (ii) the number of opioid overdose deaths, and (iii) the amount and potency of opioids shipped to each community. U.S. Census Bureau data is also used to determine historical expenditures related to opioid abatement for designated areas. With this in mind, please be assured that my office has made every effort to maximize recovery for all cities and towns. In fact, under the MOU the State government's share of funds actually declines with the participation of more counties and cities. Nevertheless, this structure was agreed to because it will increase the overall benefit to Arizona's residents.

Also important to consider is what the *One Arizona Plan* will not do. Unlike some other states, Arizona's *MOU* does not create new foundations, form boards, or make political appointments to control the funding. In fact, our MOU does the exact opposite thus cutting red tape

November 3, 2020

Re: One Arizona Opioid Settlement Memorandum of Understanding

and streamlining the grant process to quickly get the funds to those in need. Local governments are best able to utilize resources targeted for their constituents, so no state authorization is required for expenditure. The only requirements are that funds be spent in accordance with the approved purposes detailed in the *One Arizona Plan*'s Exhibit A, and that basic reciprocal reporting be completed.

Standing together, we can maximize critically needed resources to assist Arizonans impacted by the opioid crisis, so our goal is 100% participation among cities and towns. I urge you to consider the *One Arizona Plan* with your legal counsel, execute the MOU in the space provided and return it to my office. The deadline to submit your signature page is **December 15, 2020 at 5:00 pm.** Any questions that you have may be addressed to Acting Section Chief Matthew du Mée at Matthew.duMee@azag.gov, or Assistant Attorney General Jennifer Bonham at Jennifer.Bonham@azag.gov.

Respectfully yours,



Mark Brnovich
Attorney General

Enclosures:

One Arizona Opioid Settlement Memorandum of Understanding

Exhibits: A-D

City/Town Signature Page

cc: Joseph Sciarrotta, Jr., AGO Civil Litigation Division Chief Counsel
Matthew du Mée, AGO Acting Consumer Protection & Advocacy Section Chief Counsel
Jennifer Bonham, AGO Assistant Attorney General
Tom Belshe, Executive Director – League of Arizona Cities and Towns
Christina Estes-Werther, General Counsel – League of Arizona Cities and Towns

ONE ARIZONA OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments enter into this One Arizona Opioid Settlement Memorandum of Understanding (“MOU”) to jointly approach Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- This MOU has been drafted collaboratively to maintain the Parties’ existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.
- Nothing in this MOU binds the Parties to a specific outcome. Any resolution under this MOU will require a subsequent acceptance by the State and the Participating Local Governments of a final opioid Settlement plan.
- Nothing in this MOU should alter or change the right of the State or any Participating Local Government to pursue its own claim. The intent of this MOU is to join the Parties to seek a Settlement or Settlements with one or more Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

3. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
4. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).
5. "Parties" shall mean the State and the Participating Local Governments.
6. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
7. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
8. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments.
9. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust.

B. Intrastate Regions

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

lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State (“State Share”) and 56% to the Participating Local Governments (“LG Share”).¹
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition, as ultimately memorialized in a Settlement that becomes an order of the court. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. The LG Share will be distributed to each Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region amongst themselves in any manner they choose. If the county and its cities and towns cannot agree on how to allocate the funds, Exhibit C reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities and towns within it have made opioids-related expenditures in the past. If the county or any cities or towns within a Region do not sign on to this MOU and subsequent Settlement, and if the Participating Local Governments in the Region cannot agree on how to allocate the funds amongst themselves, they shall reallocate the funds proportionally amongst themselves by applying this same methodology to only the Participating Local Governments in the Region.

¹ This MOU assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the county in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust in a Qualified Settlement Fund (QSF) for the benefit of the State to be promptly distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments through the Trustee, who shall hold the funds in trust in a QSF for the benefit of the Participating Local Governments to be promptly distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for: opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses, and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

D. Participation of Cities and Towns

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

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a national Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.²
3. Any governmental entity that seeks attorneys’ fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement. In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney’s fees and costs fund (the “Backstop Fund”).
4. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 (“Litigating Participating Local Governments”). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the “Opioid Fee and Expense Committee”).
5. The Backstop Fund shall be funded as follows: From any national Settlement, the funds to be deposited in the Backstop Fund shall be 14.25% of the LG Share of each payment (annual or otherwise) to the State of Arizona for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government’s attorney’s fees and costs.
6. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
7. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsels’ representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

² This paragraph shall not apply to any Settlement with distributors McKesson, Amerisource Bergen, and Cardinal Health or manufacturer Johnson & Johnson.

F. Compliance Reporting and Accountability

1. The Trustee shall provide an up-to-date accounting of payments into or out of the trust and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. Out of the Opioid Funds, reasonable expenses up to 0.005% shall be paid to the Trustee.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition.
5. At least annually, each Region or Multicounty Region shall provide to the State a report detailing for the preceding time period (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State.
6. At least annually, the State shall publish on its website a report detailing for the preceding time period (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this MOU and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.
10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

F. Settlement Negotiations

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

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

G. Amendments

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

ACCEPTED by the undersigned and executed this 16 day of October, 2020.

ARIZONA ATTORNEY GENERAL


Mark Brnovich

APACHE COUNTY

Michael B. Whiting

COCHISE COUNTY

Brian McIntyre

COCONINO COUNTY

William P. Ring

GILA COUNTY

Bradley B. Beauchamp

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ACCEPTED by the undersigned and executed this _____ day of _____, 2020.

ARIZONA ATTORNEY GENERAL

Mark Brnovich

APACHE COUNTY

Michael B. Whiting

COCHISE COUNTY

Brian McIntyre

COCONINO COUNTY

Elizabeth C. Archuleta, Chair

GILA COUNTY

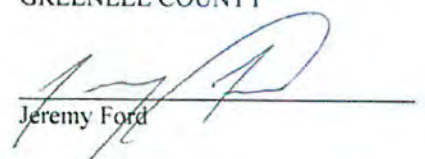
Bradley B. Beauchamp

Bradley B. Beauchamp

GRAHAM COUNTY


Kenny Angle

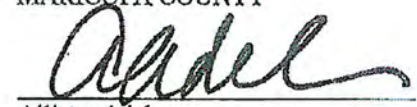
GREENLEE COUNTY


Jeremy Ford

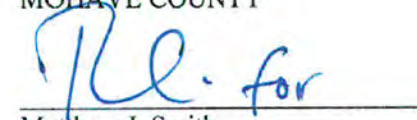
LA PAZ COUNTY


Tony Rogers

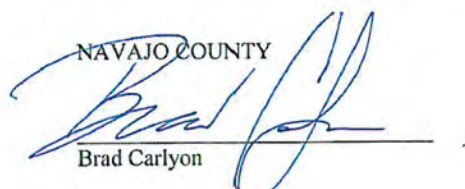
MARICOPA COUNTY


Allister Adel

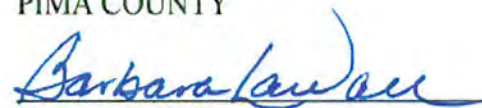
MOHAVE COUNTY


Matthew J. Smith

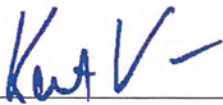
NAVAJO COUNTY


Brad Carlyon

PIMA COUNTY


Barbara LaWall

PINAL COUNTY



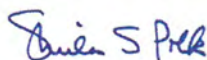
Kent Volkmer

SANTA CRUZ COUNTY



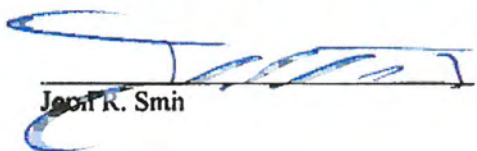
George Silva

YAVAPAI COUNTY



Sheila Polk

YUMA COUNTY



Jean R. Smith

MARICOPA COUNTY CITIES & TOWNS

MESA CITY

By: _____
Its: _____

SURPRISE CITY

By: _____
Its: _____

PARADISE VALLEY TOWN

By: _____
Its: _____

TEMPE CITY

By: _____
Its: _____

PEORIA CITY

By: _____
Its: _____

TOLLESON CITY

By: _____
Its: _____

PHOENIX CITY

By: _____
Its: _____

WICKENBURG TOWN

By: _____
Its: _____

QUEEN CREEK TOWN

By: _____
Its: _____

YOUNGTOWN TOWN

By: _____
Its: _____

SCOTTSDALE CITY

By: _____
Its: _____

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

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

Exhibit B

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

Exhibit C

Exhibit C					
Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%
HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%

SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%
GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%

YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%
WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%

YAVAPAI COUNTY						
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%	
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%	
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%	
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%	
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%	
DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%	
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%	
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%	
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%	
YUMA COUNTY						
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%	
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%	
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%	
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%	
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%	

Exhibit D

Exhibit D

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



CITY COUNCIL OF THE CITY OF SOMERTON

Discussion and possible action to enter into a cooperative purchasing agreement with Arizona Purchasing (AZP) by and through Yuma Union High School District No. 70 and Yuma Educational Purchasing Association (YEPA) and school districts in the State of Arizona as identified in the agreement.

MEETING DATE: December 1, 2020

DEPARTMENT: Finance

CATEGORY: IGA

PREPARED BY: Czarina Gallegos

DISCUSSION

Arizona Purchasing primarily began with its focus in aiding Arizona School Districts, though it has grown to also help institutions of higher education, as well as municipalities, through the entire State of Arizona. The purpose of the Agreement is to establish a cooperative purchasing agreement to facilitate the development, implementation and accessing of prospective bidders lists to enlarge the pool of participants and thereby maximize competition in procurements. This is accomplished by providing a website and procedures for posting prospective bidders, solicitations, and requests for quotations online through Arizona Purchasing. The Arizona Purchasing website serves purchasers across different disciplines for the purposes of developing a central and statewide prospective bidder's list to more effectively disseminate solicitation information to the vendor and varied buyer communities. The mission of Arizona Purchasing is to provide purchasers with web-based tools to more efficiently manage prospective bidders and solicitations whereby providing effective communication to the vendor community.

SUGGESTED ACTION

Motion to enter into a cooperative purchasing agreement with Arizona Purchasing by and through Yuma Union High School District No. 70 and Yuma Educational Purchasing Association and the school districts in the State of Arizona.

Attachment(s)

[2020-11-AZP_Cooperative_Purchasing_Agreement_2020.docx](#)

2020

Yuma Union High School
District, representing
Yuma Educational
Purchasing Association

Enclosed is a rough copy of the cooperative purchase agreement, including cost proposal, for use of the Arizona Purchasing website. Completed CPA should be returned to the Yuma Union High School District.

ARIZONA PURCHASING

COOPERATIVE PURCHASING AGREEMENT

Pursuant to the authority for cooperative purchasing granted by the Arizona Procurement Code A.R.S. § 41-2632 and the school district procurement rules, A.A.C. R7-2-1191 through R7-2-1195 all of which are adopted and incorporated herein by reference, this Agreement is entered into this 1st day of December, 2020 between City of Somerton,

Arizona Purchasing (AZP) by and through Yuma Union High School District No. #70 (YUHSD) and Yuma Educational Purchasing Association (YEPA) and the school districts in the State of Arizona as listed in Exhibit (A) (Districts) all through their duly authorized representative.

WHEREAS, voluntary, cooperative purchasing agreements between and among public agencies in the State of Arizona have been shown to facilitate and improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, developing a central online Prospective Bidders List (PBL) for Districts and qualifying public procurement units and public agencies and posting solicitations and requests for quotations online to those on PBL's to more effectively disseminate solicitation information to vendors and educational buyers through web based tools, will more efficiently manage prospective bidders and solicitations will more effectively be provided to the vendor community; thereby creating a greater pool of vendors to the participating Arizona school districts. All of the above will benefit Arizona school districts by: reducing procurement costs; providing an established efficient vehicle for notice to a large pool of vendors; maximizing competition through expanded notice and participation resulting in the most effective and efficient use of public funds and resources; and

WHEREAS, school districts may join together in a collaborative purchasing agreement to, among other things, accomplish the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants herein the parties agree as follows:

1. The purpose of the Agreement is to establish a cooperative purchasing agreement, pursuant to A.A.C. R7-2-1191 to, among other things, facilitate the implementation of A.C.C. R7-2-1023 (1023), to facilitate the development, implementation and accessing of prospective bidders lists and enlarge the pool of participants and thereby maximize competition in 1023 procurements. The above is to be accomplished by providing a website and procedures for posting prospective bidders and solicitations and requests for quotations online through and by the vehicle, AZP.

2. YUHSD and YEPA, public procurement units, shall provide personnel to develop and maintain the website, implement the registration of vendors and posting by members and perform other services as necessary to ensure performance of the website. The direct and indirect cost of the services performed by the providing public procurements unit shall be paid by the requesting public procurement units as they post solicitations. The payment shall be determined as set forth in Exhibit B which is attached hereto and made a part hereof, and the resulting payment amount shall be paid by the requesting public procurement unit to the providing public procurement units as set forth in Exhibit B. Payment for the direct and indirect cost of providing the above services shall be pursuant to A.C.C. R7-2-1191(4).
3. Pursuant to R7-2-1191(5) AZP may, on request of another qualifying public procurement unit, make available the informational, technical and other services noted herein which may assist in improving the efficiency or economy of procurements. YUHSD and YEPA, the public procurement units furnishing the informational or technical services, shall request from any such "other public procurement unit" and any such other public procurement unit shall pay YUHSD and YEPA amount for the reasonable and necessary cost of providing such services.
4. Pursuant to R7-2-1193, all payments received by YUHSD and YEPA, the public procurement units supplying personnel or services, shall be available to YUHSD and YEPA to defray the cost of this cooperative program.
5. It is hereby stated and affirmed by all parties that, in compliance with R7-2-1194, the public procurement unit administering or facilitating the cooperative purchases as noted above shall and intends to comply with the requirements of A.C.C. R7-2-1191 *et seq.*, that all parties are participating in this cooperative purchasing agreement to facilitate the use of the PBL, to maximize the number of vendors on that list, to maximize competition and achieve efficiencies in the use of public funds as well as other specific benefits noted above. All parties affirmatively state and agree that they have not entered into this purchasing agreement for the purpose of circumventing Article 11 of the A.A.C. or any other statute, regulation or law. All acts related to this purchasing agreement are intended to be in strict compliance with and to fulfill policies related to all such applicable laws.
6. It shall be the duty and responsibility of each member district to notify the existing vendors on their respective PBL's that the vendors must register on AZP in order to continue to be on that district's PBL. Present vendor shall be notified by each member district that said district will no longer retain or use paper files or PBL's in that all such use of PBL's in the future shall be pursuant to online procedures through AZP.
7. Pursuant to R7-2-1192, any contract arising from or related to this cooperative purchasing agreement and any cooperative purchase arising from or related thereto shall provide that:
 - a. Payment for materials and services and inspection and acceptance of materials or services ordered by a school district under this cooperative purchasing agreement shall be the exclusive obligation of such district;

- b. The exercise of any rights or remedies by a school district shall be the exclusive obligation of the school district actually procuring the goods or services;
 - c. Any school district may terminate without notice this cooperative purchasing agreement if another eligible procurement unit fails to comply with the terms of the contracts arising from the procurements;
 - d. Failure of an eligible procurement unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require any other school district to exercise its own rights or remedies.
- 8. The receipt, inspection, acceptance and payments for materials and services arising from or related to this agreement shall be the exclusive obligation of the ordering entity.
- 9. The exercise of any rights or remedies by procuring entity shall be the exclusive obligation of such procuring entity.
- 10. In this agreement, failure of an entity to secure performance under its purchase order contract or other instrument, does not require another entity to exercise its own rights or remedies.
- 11. The cooperative use of bids or proposals obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid or proposal except as a modification of those terms and conditions may otherwise be allowed by law.
- 12. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified with any bid or proposal shall be required to participate in the agreement unless the resulting contract is canceled, as provided within the terms and conditions of the specific bid or proposal.
- 13. The lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.
- 14. A procuring party will make timely payments to the vendor for materials and services received and in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.
- 15. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.
- 16. The procuring party shall be responsible for obtaining and or ordering materials for services arising from this agreement. A non procuring party shall not be liable in any fashion for any violation by the procuring party, and the procuring party shall hold non-procuring parties harmless from any liability which may arise from action or inaction of the procuring party.
- 17. Controversies arising between an administering public procurement unit and its bidders, offerors, or contractors shall be resolved in accordance with the provisions of Title 7 Chapter 2 Article 11 of the Arizona Administrative Code.
- 18. If any local public procurement unit, which is not subject to R7-2-1181 and R7-2-1182, becomes engaged in a controversy with a school district participating in this agreement, relative to or arising from this cooperative purchasing agreement, such

controversies shall be resolved through such school district's existing procedures for resolving controversies with contractors.

19. Any procurement unit may terminate without notice this agreement if another eligible procurement unit fails to comply with the terms of this agreement.
20. This agreement shall remain in effect until participation has been terminated by all but one of the parties. Except as provided in paragraph 19, any party to this agreement may terminate their participation in this agreement by giving thirty days written notice to all of the parties in this agreement.
21. This agreement is exempt from the provisions of A.R.S. § 11- 952, sub-sections (D), (E) and (F).
22. This agreement may be canceled pursuant to provisions of A.R.S. § 38-511, which provisions are incorporated herein by this reference.
23. Termination of this agreement shall not terminate any contract between any member or party and any vendor that was entered into per or by, in part or in whole, the services under this agreement.
24. This agreement shall take effect after execution by the parties.
25. This cooperative purchasing agreement shall become effective upon approval by the participating parties' governing boards and the execution of this agreement pursuant to that approval by the authorized representatives of the Districts.
26. The parties to this agreement hereby agree that other agencies and District's may be added to this cooperative purchasing group upon approval of the applicant's governing board and the filing of its signature page with this agreement at YUHSD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

SIGNATURE PAGE

City of Somerton -Finance Department, Purchasing Division, is authorized by A.A.C. R7-2-1191 *et seq.*, to participate in, sponsor, conduct, or administer a cooperative purchasing agreement as set forth herein with one or more public procurement units as set forth in the rules above.

Authority to enter into this agreement has been given by the Somerton City Council of the City of Somerton, on _____, 2020.

City of Somerton

By: _____ Date _____

Its: _____

YUMA UNION HIGH SCHOOL DISTRICT #70/ARIZONA PURCHASING

By: _____ Date _____

Its: _____

EXHIBIT A

Acronym Used on AZPurchasing.org – Lead Entity Name

AMPHI	Amphitheater Public Schools
AUHSD50	Antelope Union High School District No. 50
AJUSD43	Apache Junction Unified School District No. 43
AWC	Arizona Western College
BESD31	Balsz Elementary School District No. 31
BRUSD32	Blue Ridge Unified School District No. 32
BESD33	Buckeye Elementary School District No. 33
CSD83	Cartwright School District No. 83
CGESD4	Casa Grande Elementary School District No. 4
CFUSD16	Catalina Foothills Unified School District No. 16
CCUSD93	Cave Creek Unified School District No. 93
CAVIT	Central Arizona Valley Institute of Technology
CUSD80	Chandler Unified School District No. 80
COSL	City of San Luis
COY	City of Yuma - Purchasing
CESD13	Crane Elementary School District No. 13
CESD14	Creighton Elementary School District No. 14
DVUSD97	Deer Valley Unified School District No. 97
DUSD89	Dysart Unified School District No. 89
EVIT401	East Valley Institute of Technology No. 401
FUSD1	Flagstaff Unified School District No. 1
FUSD	Florence Unified School District No. 1
FWSD8	Flowing Wells School District No. 8
GESD32	Gadsden Elementary School District No. 32
GPS41	Gilbert Public Schools No. 41
GESD40	Glendale Elementary School District No. 40
GUHSD205	Glendale Union High School District No. 205
GUSD1	Globe Unified School District No. 1
HUSD60	Higley Unified School District No. 60
HUSD22	Humboldt Unified School District No. 22
IESD5	Isaac Elementary School District No. 5
KESD28	Kyrene Elementary School District No. 28
LESD59	Laveen Elementary School District No. 59
MESD38	Madison Elementary School District No. 38
LESD65	Littleton Elementary School District No. 65
MUSD20	Maricopa Unified School District No. 20
MPS4	Mesa Public Schools No. 4
MVESD17	Mohawk Valley Elementary School District No. 17
MESD21	Murphy Elementary School District No. 21
NUSD1	Nogales Unified School District No. 1
PESD49	Palominas Elementary School District No. 49

EXHIBIT A - Continued

Acronym Used on AZPurchasing.org – Lead Entity Name

PVUSD69	Paradise Valley Unified School District No. 69
PSUSD8	Peach Springs Unified School District No. 8
PESD92	Pendergast School District No. 92
PUSD11	Peoria Unified School District No. 11
PESD1	Phoenix Elementary School District No. 1
PUHSD210	Phoenix Union High School District No. 210
PUSD1	Prescott Unified School District No. 1
QCUSD95	Queen Creek Unified School District No. 95
RSD66	Roosevelt School District No. 66
SMUSD90	Saddle Mountain Unified School District No. 90
SCUSD20	San Carlos Unified School District No. 20
SCVUSD35	Santa Cruz Valley Unified School District No. 35
SCVUHSD840	Santa Cruz Valley Union High School District No. 840
SUSD48	Scottsdale Unified School District No. 48
SESD11	Somerton Elementary School District No. 11
TESD3	Tempe Elementary School District No. 3
TUHSD213	Tempe Union High School District No. 213
TESD17	Tolleson Elementary School District No. 17
TUHSD214	Tolleson Union High School District No. 214
TCUSD15	Tuba City Unified School District No. 15
TUSD1	Tucson Unified School District No. 1
VUSD20	Vail Unified School District No. 20
WESD24	Wellton Elementary School District No. 24
WMECD402	Western Maricopa Education Center District No. 402
YCAZ	Yuma County, Arizona
YEMMC	Yuma Educational Materials Management Consortium
YESD1	Yuma Elementary School District No. 1
YUHSD70	Yuma Union High School District No. 70

EXHIBIT B

Payment Procedures for Providing Personnel to Develop, Maintain and Operate the Website and Perform Its Functions

This Exhibit sets forth the manner in which the costs to develop, operate and maintain the AZP website, implement the registration of vendors, post information by members and perform other services as necessary to ensure the performance of the website, are to be paid. There are two-line items on the referenced invoice, 1) start-up costs, and 2) annual payment. These procedures require that each member district pay YUHSD and YEPA a sum equal to the required start-up cost based on the attached set schedule. Start-up costs include setting up profiles, uploading logos, setting automatic numbers and related tasks. YUHSD and YEPA will deliver to the webmaster, payment for the start-up cost. The annual payment is paid to YUHSD and YEPA for use of the website. The payment also includes the cost for general website maintenance, operations, tech support and upkeep as the space requirements of bid uploads. The more uploads, the more space required and the greater the price. The referenced scale is a sliding scale developed in an effort to keep prices as low as possible.

SEE ATTACHED SPREADSHEET

Please go to <http://www.azpurchasing.org/AZP/> to calculate your costs. Prior to final signing of proposal, YUHSD will provide a final cost spreadsheet for Exhibit B.



CITY COUNCIL OF THE CITY OF SOMERTON

Executive Session for discussion or consultation with the City Attorney in order to instruct its attorney on the City's position regarding contracts in negotiation with the Yuma Union High School District relating to facilities, infrastructure, and all fees relating to the new high school. A.R.S. § 38-431.03(A)(4).

MEETING DATE: December 1, 2020

DEPARTMENT: City Attorney

CATEGORY: Contract

PREPARED BY: Andrea Moreno

DISCUSSION

SUGGESTED ACTION

Attachment(s)

Not Applicable.