



City of Avondale

City Council Online Meeting

Monday, May 17, 2021

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Pat Dennis, Council Member

Bryan Kilgore, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Cherlene Penilla, Assistant City Manager

Tracy Stevens, Deputy City Manager | Lindsey Duncan, Deputy City Manager
(Interim)

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

Online Meeting

Join the meeting and view presentations: <https://avondaleaz.zoom.us/j/3083557784>

Using a Mobile Device? Download the Zoom Cloud Meeting App

Join the meeting with audio only: Call 301-715-8592 (meeting ID: 308 355 7784)



City Council Online Meeting Notice & Agenda Monday, May 17, 2021

To join the meeting and view presentations, visit <https://avondaleaz.zoom.us/j/3083557784>

Using a Mobile Device? Download the Zoom Cloud Meeting App

To join the meeting with audio only (no presentations), call 301-715-8592 (meeting ID: 308 355 7784)

WORK SESSION 6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. PROPOSED CHANGES FOR SANITATION RATES

City Council will receive a presentation from staff on the forecast for the sanitation utility and discuss potential rate changes for sanitation. This item is for discussion only.

3. HOMELESS SERVICES UPDATE

City staff will present to Council, an update on the City's homeless services. This item is for discussion only.

4. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding the items listed on the agenda or under unscheduled public appearance should email a Request to Speak to CityClerk@AvondaleAZ.gov prior to consideration of that agenda item.

REGULAR MEETING
Convene immediately following the Work Session

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3. RECOGNITION ITEMS

a. EXCEPTIONAL STUDENT OF AVONDALE RECOGNITION (AVI STAR STUDENT)

City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

b. NEW EMPLOYEE INTRODUCTION

Introduction of Harold Siguenza, the new Deputy Director of the Public Works Department.

4. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. MINUTES

City Council will consider a request to approve the April 5, 2021 City Council Meeting Minutes. The Council will take the appropriate action.

b. RE-APPOINTMENT OF JUDGES PRO TEMPORE

City Council will consider a request to re-appoint the existing judges pro tempore to two year terms expiring on June 1, 2023 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. AWARD AUTHORITY FOR SAFETY EQUIPMENT AND APPAREL

City Council will consider a request to increase spending authority for safety equipment and apparel in the amount of \$80,000. The Council will take appropriate action.

d. AWARD AUTHORITY FOR TECHNOLOGY EQUIPMENT REPLACEMENTS

City Council will consider a request to increase Administrative Award authority for information technology related purchases in the amount of \$870,000. The Council will take appropriate action.

e. AWARD AUTHORITY FOR ARSENIC/NITRATE BRINE DISPOSAL

City Council will consider a request to increase spending authority for arsenic and nitrate brine disposal in the amount of \$45,000 and to authorize staff to execute the necessary documents. The Council will take appropriate action.

f. PARK 10 MAIN ENTRY IDENTIFICATION SIGN – AMENDMENT TO THE PARK 10 COMPREHENSIVE SIGN PLAN – APPLICATION PL-21-0109

City Council will consider a request by Mr. James Kyung, Parkland Development, LLC for approval of Application PL-21-0109 Park 10 Main Entry Identification Sign to allow an amendment to the Park 10 Comprehensive Sign Plan (CSP). Council will take appropriate action.

g. FINAL PLAT FOR VILLAGE AT THE BLVD (RE-PLAT OF AVONDALE CITY CENTER PHASE 3 LOT C) - APPLICATION PL-20-0269

City Council will consider a request by Ms. Shelby Duplessis, EMC Management, LLC, for approval of a Final Plat for Village at The BLVD, a re-plat of Avondale City Center Phase 3 Lot C, approximately 27.02 gross acres of land located at the southwest corner of the Roosevelt Street alignment and the 111th Avenue alignment. Consistent with the approved Village at The BLVD Development Plan, the proposed Final Plat divides the subject property into two (2) parcels, creating a 15.81 acre parcel for Village at The BLVD (Lot 1) and a separate 9.52 acre parcel to accommodate future high density multi-family residential development (Lot 2). The Final Plat also dedicates right-of-way for Roosevelt Street and 111th Avenue adjacent to Lot 1, dedicates public utility easements (PUEs) on Lot 1, and dedicates a 30-foot-wide public trail easement along the southern edge of Lot 1 to accommodate development of a trail that will connect 111th Avenue to Park Avenue. Council will take appropriate action.

h. THIRD AMENDMENT TO CONTRACT FOR SERVICES - AREA AGENCY ON AGING

City Council will consider a request to: (a) approve an amendment to the current contract with Area Agency on Aging (AAA) for fiscal year 2020-2021 to receive additional funding in the amount of \$10,000 for the Home Delivered Meal Program and authorize the City Manager and City Clerk to execute the necessary documents; and (b) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds. The Council will take appropriate action.

i. RESOLUTION 1028-0521 - AUTHORIZING BANKING & INVESTING AUTHORITY

City Council will consider a request to adopt Resolution 1028-0521 authorizing certain city officials and staff to execute and endorse checks and other items for and on behalf of the City, authorizing certain city staff to authorize certain electronic payments and transfers of funds, authorizing certain city staff to open investment and safekeeping accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts, and declaring an emergency; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

j. RESOLUTION 1029-0521 – AUTHORIZING GRANT ACCEPTANCE FROM GOHS FOR “WORK ZONE SAFETY” ENFORCEMENT CAMPAIGN

City Council will consider a request from staff to adopt Resolution 1029-0521 authorizing the acceptance of a grant provided by the Governor’s Office of Highway Safety (GOHS) in the amount of \$4,600, which will support the Police Department’s funding of Arizona’s Work Zone Safety Enforcement laws through overtime expenses and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

k. RESOLUTION 1030-0521 – AUTHORIZING GRANT ACCEPTANCE FROM GOHS FOR “BUCKLE UP ARIZONA...IT’S THE LAW!” ENFORCEMENT CAMPAIGN

City Council will consider a request from staff to adopt Resolution 1030-0521 authorizing the acceptance of a grant provided by the Governor’s Office of Highway Safety (GOHS) in the amount of \$3,000, which will support the Police Department’s funding of Arizona’ safety belt and child passenger safety laws through overtime expenses and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

l. RESOLUTION 1031-0520 – INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY SHERIFF’S OFFICE

City Council will consider a request to adopt Resolution 1031-0520, authorizing to renew an Intergovernmental Agreement (IGA) with the Maricopa County Sheriff’s Office (MCSO) to utilize their sworn basic training academy for the training of new police recruits and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 1032-0521- INTERGOVERNMENTAL AGREEMENT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID

City Council will consider a request to adopt Resolution 1032-0521 approving a five-year extension to the Intergovernmental Agreement with various cities for Waste Collection and Transportation Mutual Aid and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

n. RESOLUTION 1033-0521 - AMENDMENT NO. 7 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ADMINISTERED BY THE HUMAN SERVICES DEPARTMENT

City Council will consider a request to adopt Resolution 1033-0521, approving Amendment No. 7 of the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department for the provision of the Community Action Program (CAP) services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. RESOLUTION 1034-0521 – FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CITY OF GLENDALE FOR LAW ENFORCEMENT SERVICES AT STATE FARM STADIUM

City Council will consider a request to adopt Resolution 1034-0521 for a First Amendment to an Intergovernmental Agreement (IGA) with the City of Glendale to provide professional law enforcement security and traffic management services at State Farm Stadium (formerly known as the University of Phoenix Stadium) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.-

p. RESOLUTION 1035-0521 – INTERGOVERNMENTAL AGREEMENT WITH LITCHFIELD PARK FOR POLICE SERVICES

City Council will consider a request to adopt Resolution 1035-0521, authorizing an Intergovernmental Agreement (IGA) with the City of Litchfield Park to provide law enforcement services to their community beginning on July 1, 2021 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

q. ORDINANCE 2023-0521 - DEDICATING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AT 119TH AVENUE AND CORPORATE DRIVE

City Council will consider a request to adopt Ordinance 2023-0521 dedicating an Irrigation Easement to Salt River Project (SRP) in the 119th Avenue right-of-way at the intersection of Corporate Drive, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

r. MEMORANDUM OF UNDERSTANDING WITH FLOCK GROUP, INC

City Council will consider a request to approve a Memorandum of Understanding (MOU) with the Flock Group, Inc. to grant access to the Avondale Police Department of Flock's technology platform and Flock Safety dashboard for investigative purposes, in order to view and search photos and videos recorded by Flock devices located throughout the City of Litchfield Park and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Proposed Changes for Sanitation Rates

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Finance and Budget Director, (623) 333-2016

THROUGH: Lindsey Duncan, Interim Deputy City Manager, (623) 333-2011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

The proposed utility rates are related to the following Avondale Strategic Outcome Areas:

- Innovative Program and Service Delivery - The proposed rates are more simple than the current rates, which allows for improved understanding, easier maintenance, and the ability to use the latest utility billing software
 - Public Health and Safety - The proposed rates help ensure continued access to safe and secure sanitation services, which is vital to public health and safety.
-

PURPOSE:

City Council will receive a presentation from staff on the forecast for the sanitation utility and discuss potential rate changes for sanitation. This item is for discussion only.

BACKGROUND:

The city operates three utilities; water, sewer, and sanitation. These utilities operate as enterprises, with the utility rates charged to residents and businesses needing to cover the costs of operating each utility. These utility rates must be periodically evaluated to ensure the utilities can cover their costs and remain fiscally sustainable. The last rate increase for Sanitation was effective in 2009.

DISCUSSION:

The City of Avondale offers sanitation services for residents, but not commercial customers. The vast majority of customers pay \$20.00 a month, which covers once-a-week trash service, once-a-week recycling service, once-a-month bulk waste collection, and once-a-month green waste service. The last rate increase was implemented in January 2009.

Since the last rate increase, the Sanitation utility has seen escalating costs related to personnel, fuel and fleet charges, landfill fees, and recycling. Since 2010, personnel costs (both compensation and additional staff) and landfill fees have increased by 50%. Additionally, recycling services 10 years ago netted the city

approximately \$150,000 in revenue. With the changes in the recycling market, recycling disposal currently costs the City approximately \$150,000.

Considering these additional costs and looking at the long range fiscal sustainability of the Sanitation Fund, staff recommends a \$2.00 increase effective October 2021, a \$2.00 increase effective July 2022, and a \$1.50 increase annually starting FY 2024.

BUDGET IMPACT:

The proposed rate recommendation will help ensure the sanitation utility remains fiscally sustainable. Future capital projects and additional funding for operations are contingent on increased utility rates.

RECOMMENDATION:

Staff is recommending Council provide feedback and direction on the proposed utility rates.

CITY COUNCIL REPORT

SUBJECT: Homeless Services Update

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director, (623) 333-2711

THROUGH: Lindsey Duncan, Interim Deputy City Manager, (623) 333-2011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

Public Health and Safety

PURPOSE:

City staff will present to Council, an update on the City's homeless services. This item is for discussion only.

BACKGROUND:

On September 17, 2018 staff from the Neighborhood and Family Services (NFS) Department and the Avondale Police Department provided an update to City Council regarding the status of the homeless population in Avondale, the services being provided, and efforts to enhance the coordination of outreach and engagement.

In July 2019, the City of Avondale established an Intergovernmental Agreement with the Maricopa County Human Services Department (MCHSD) to provide services that included temporary emergency shelter, outreach, and case management to people experiencing homelessness in Avondale. The funding provided through this agreement has strengthened the current programs that the City of Avondale has in place and has allowed for the following elements to be incorporated into our homeless services:

- A full-time case worker to support the Interfaith Homeless Emergency Lodging Program (IHELP) operated in the City of Avondale by Lutheran Social Services
- A full-time Homeless Support Specialist for the City of Avondale to continue efforts coordinating services and resources for those experiencing homelessness in Avondale
- Increased homeless navigation services to 32 hours per week with a dedicated outreach team through Phoenix Rescue Mission

In September 2019, the Neighborhood and Family Services Department secured the professional consulting services of Harris Consulting to assist the City through the process of developing a community-wide strategic plan to address the issue of homelessness in our community. The assessment provided a specific set of recommended goals that were to be accomplished within three (3) to four (4) year timeframe. All goals

included in the plan have been accomplished and are incorporated into the City's ongoing strategy.

The plan provided by Harris Consulting included the following goals:

- Expand IHELP Availability (2019) – Meet with IHelp leadership and develop strategies to expand shelter for availability 7-days a week and explore options to provide meals, laundry, and other services.
- Conduct Summer Point-in-time Count (2020) – Conduct an additional Point-In-Time (PIT) Count to obtain better data about needs of persons experiencing homelessness in Avondale.
- Broaden Spectrum of Affordable Housing Options (2021 and beyond) – Partner with Housing Authority of Maricopa County to coordinate services. Partner with Low Income Housing Tax Credit (LIHTC) developers. Explore zoning barriers to affordable housing.

In FY2020, the City initiated the following:

- Homeless Emergency Rental Assistance - The City of Avondale allocated \$55,829 in CDBG Community Development Block Grant funding to provide up to three (3) months of rent and/or utility deposits or other financial assistance to qualified homeless individuals, families or un-related households.
- Homelessness Workgroup - The Neighborhood and Family Services Department led an effort to establish an interdepartmental workgroup to address the issue of homelessness in Avondale. The workgroup meets monthly with representation from the following departments: Neighborhood and Family Service Department, Police, Courts, Parks and Recreation, Development and Engineering Services, Public Works and Legal.

In FY2021, the City is currently implementing the following:

- Temporary Emergency Shelter - Provide CARES Act funding in the amount of \$85,000 to 501-c3 partners to temporarily shelter homeless individuals or families in an effort to prevent the spread of COVID-19 while awaiting test results or quarantine.

DISCUSSION:

The City's goal is to make homelessness rare, brief and non-recurring by providing the leadership, coordination, planning and mobilization of resources. The Neighborhood and Family Services Department, Avondale Police Department along with the support of several other departments work collaboratively with county, state, and federal governmental entities and more than 50 human service providers to comprise Avondale's homeless service network. This network provides emergency shelter and services to people who are both experiencing homelessness or in imminent risk of homelessness.

The City of Avondale is currently working with the Maricopa Association of Governments (MAG) who is conducting an assessment and developing a portfolio of strategies to address homelessness from a regional standpoint. The areas of focus for the development of the regional strategy include: Housing, Services, Prevention/Diversion Coordination, and Shelter. MAG anticipates completion of the regional portfolio of strategies by August 2021 and will provide access to the final report and best practices at that time.

Neighborhood and Family Services staff continue their effort to evaluate gaps in service and identify partners to expand the network of programs and services available. Through this process, staff have toured shelters, met with service providers and have explored a variety of practices that could further enhance the City's effort to serve those experiencing homelessness or are at risk of becoming homeless.

BUDGET IMPACT:

There is no budgetary impact regarding this project at the current time.

RECOMMENDATION:

For information and City Council discussion.



CITY COUNCIL REPORT

SUBJECT: Exceptional Student of Avondale Recognition (Avi Star Student)

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Service Director, (623) 333-2711

THROUGH: Lindsey Duncan, Interim Deputy City Manager, (623) 333-2011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

Connected Community/Community-Oriented Lifelong Learning Opportunities

PURPOSE:

City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

BACKGROUND:

The Avi Star Student recognition goes to an Avondale student(s) who are to be recognized for their achievements. The achievement may be academic, extracurricular, or personal and highlights the impact the student has made for themselves, their family, school, or community.

DISCUSSION:

Avondale students will be recognized for their character and achievement.

BUDGET IMPACT:

None.

RECOMMENDATION:

This item is for information and discussion only.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Tracy Stevens, Assistant City Manager, 623-333-1014

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

The approval of this agenda item provides residents with access to a previous meeting's minutes, which includes a summary of the meeting. The minutes are posted online where residents can access and read the summary. The minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the April 5, 2021 City Council Meeting Minutes. The Council will take the appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the April 5, 2021 City Council Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
April 5, 2021

A **Work Session** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 6:01 p.m. All participants attended by phone or video.

Members Present: Mayor Kenn Weise; Vice Mayor Veronica Malone; Council Members Tina Conde, Pat Dennis, Bryan Kilgore, Curtis Nielson, and Mike Pineda.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Cherlene Penilla, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Callie McGraw, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Police Chief; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED BUDGET

City Council received a general overview of the City Manager's proposed budget for fiscal year 2022 (FY2022). This item was for discussion only.

Lindsey Duncan, Director of Finance and Budget, reviewed that the process started in December 2020 with the Council retreat, which focused on operating requests and preliminary identification of department needs. Discussion included budget requests to maintain levels of service as well as new programs and enhanced levels of service. In February 2021, there was an overview and financial status update with fiscal year 2021 year-to-date information and a projection for fiscal year 2022. In March 2021, there was a capital and asset replacement discussion. The current presentation will focus on the City Manager's recommended budget. Upcoming discussions include department operations in April 2021 and water, wastewater and solid waste updates in May 2021. The revenue forecast has been revised, increasing from \$87.9 million to \$95.8 million. Local sales tax estimates increased from \$50.6 million to \$51.4 million, specifically in the area of retail and auto sales. Property tax is levied at \$3.1 million and state shared revenues have not been altered. There was a significant increase of over \$5 million to licenses, permits and charges for services related to growth in the areas of development and engineering services related to not only single-family residential permits but also

commercial and other areas. Some updates were made to the “other” category, which largely represents projected land sales. Other updates arose as a result of previous capital and asset replacement discussions. Traffic mitigation plans on lower Buckeye and Avondale Boulevard are proceeding. Rumble strips go in this week and a flashing stop sign will be installed in four to six weeks. Also proceeding is traffic calming on 107th Avenue and I-10 as well as work at Garden Lakes Parkway.

Council previously requested that staff look at the temporary Court security office facility. Staff plans to have a solution developed by the end of the week. Council also requested planning for an open house regarding Western Avenue and Central Avenue improvements. Per Council direction, the brickwork will be preserved at this intersection.

For the overall budget, expenditures of \$324.9 million will be subject to the home rule, setting the amount on total expenditures at the time of the tentative budget. It will also be the appropriated amount for the fiscal year AG final budget. Transfers out total \$57.9 million, reflecting the total uses of funds at \$382.9 million. When compared to 2021, there is an increase of expenditures of approximately \$44.8 million. Much of the increase is due to an appropriation increase for unforeseen revenues generally related to the City’s response to the coronavirus pandemic. Transfers out increased from \$37.2 million to \$57.9 million. This is a technical change related to calculation of the CIP carryover. The overall recommended budget is \$382.9 million for fiscal year 2022. Focus areas for fiscal year 2022 include public safety, fire and medical services, asset replacement, growth and development, parks and facility maintenance, Van Buren Fire Station, City Hall Annex Building, street improvements and The BLVD improvements.

Personnel cost changes include compensation increases at \$1.8 million, benefit updates at \$500,000. There is an increase to the Safety Personnel Retirement System of \$250,000 and an increase in the Arizona State Retirement System of approximately \$50,000. There are Public Safety wage and benefit increases associated with maintenance agreements with the Avondale Fire Association at approximately \$200,000. There is a budget increase of \$250,000 for contractual technology generally representing annual maintenance agreements on software. Other increases include landscaping services, janitorial services, and water purchases. These are increased costs from SRP due to increase in deliveries associated with growth and a 3.5 percent rate increase, as well as additional cost increases for the Central Arizona Project and water purchases. The one-time expenses include \$60.6 million for capital, \$7.8 million for asset replacement, and \$7.4 million for operating.

Total City revenues were reviewed according to sources and percentage totals. Revenues are estimated to be higher than originally adopted, largely due to growth in local sales tax and charges for services related to permitting. The recommended contingency for the General Fund of \$43.8 million was reviewed, largely relying on unanticipated revenue that can be used for COVID-related grants and other City received grants.

There are upcoming edits to department fees for Parks and Recreation, Development and Engineering Services and the Fire and Medical Services Departments. A public

notice will take place on April 7th with Council action on June 7th. Future actions will address utility rates, Conference Center fees and Arizona Complete Health Avondale Resource Center fee schedules. Specific fees and schedules were reviewed.

Upcoming budget actions include an update to the over-hire position authorization for public safety and incorporating this into the comprehensive annual financial policy, a cleanup on the CIP related to dedicated sales taxes as well as annual action items, including naming chief fiscal officer of the annual expenditure limitation report and the pension fund policy. The budget document has been posted on the City's website and a link is provided for public use.

The Department presentations to present major recommended changes will be held on April 19, 2021 which will be presented by the Finance and Budget Director with department heads available for questions. The recommended changes were initially identified during the December budget retreat

Highlights were provided on the adoption of the budget and the steps moving forward in the coming months.

The upcoming budget calendar was reviewed. Mayor Weise thanked staff for the presentation and invited questions from Council.

Council Member Dennis agreed with the source of funding change for the CIP. She commended staff for stepping up to the challenges brought on by COVID and for pursuing grants and improvements to the community.

Mayor Weise thanked staff for taking Council's previous comments to heart and for making them a priority in the budget process.

Council Member Kilgore thanked staff for the presentation and commended staff for putting together the information. He echoed the comments by Council Member Dennis and Mayor Weise. He spoke positively on the fact a balanced budget was presented. He inquired about plans to diminish debt. Charles Montoya, City Manager, stated that the debt will be expiring in the next few years and Council may look at more general obligation bonds in the future. Ms. Duncan added that the 2 percent in the General Fund is related to lease payments for the chiller and the street lighting project which will retire shortly.

Council Member Nielson asked what the budget would be like without the presence of the COVID funding. Ms. Duncan said there would likely have been higher gains in the local sales tax and in the state shared sales tax as there was slowing in state shared sales tax and tourism in the economy. Mr. Montoya stated that despite the slowdown, Council had previously approved another dealership and its sales have been phenomenal. Another such business is coming for Council approval shortly. Income taxes are reported two years in arrears, so these levels are yet to be determined.

Council Member Pineda thanked staff for their extensive work and for the concise presentations.

Council Member Conde thanked staff for their close monitoring of the City's finances.

Vice Mayor Malone commended staff for the excellent presentation and ease of understanding. She thanked them for incorporating Council's comments, questions and concerns.

Mayor Weise noted that the budget calls for one park ranger and he suggested a planning strategy that would allow for more patrolling by Tres Rios as there are issues in the area related to homelessness, trespassing, and gunfire. He addressed water purchases through SRP and CAP with the increase of \$235,000, clarifying that this will be an annual increase. Since both account for approximately one-third of the water portfolio, he asked how this will impact water and sewer fees in the City. Mr. Montoya stated that signs are in the process of being placed regarding trespassing. The additional park ranger is to assist with the Park coming online for Alamar; however, the Chief has been stressing the need for patrols. The City also needs to confer with the County and the Flood Control District, as this falls within their jurisdiction. He acknowledged the slight water fee increase and reminded Council that staff are reviewing current fees for potential adjustments.

3. THOMAS ROAD BRIDGE DESIGN CONCEPT REPORT UPDATE

City Council received an update from staff regarding the Thomas Road Bridge Design Concept Report. This item was for discussion only

Kevin Murphy, Director of Development and Engineering Services, stated that the project was initiated with the design concept report to analyze crossing of the Agua Fria River at the Thomas Road alignment. The proposal is for a four-lane arterial cross section for half of a mile of roadwork. The Agua Fria River span is 1,300 feet. The project scope includes all comments necessary to construct the bridge across the river. Potential traffic impacts of constructing the crossing versus foregoing the crossing were reviewed.

The crossing would assist with the following community needs:

- Community connection for a continuous corridor.
- Multimodal connectivity between neighborhoods, services, schools, parks and open spaces, guiding principle outlined in the City of Avondale General Plan.
- Accessibility to Estrella Mountain Community College.

Public outreach events were reviewed. A total of 621 online surveys were submitted. Opinions are strongly divided with slightly more than 50 percent supporting the project. Mr. Murphy provided a review of project alternatives considered as well as cross section details for the bridge and a low flow crossing section. A brief video on the project location was played. Next steps include funding elements, design phase and estimated schedule. The tentative schedule is to obtain land and coordination of utilities during fiscal years 2026 through 2030, followed by construction and depending upon funding availability.

Mayor Weise noted that the community is essentially evenly split on approval of the projects. While policy is not conducted according to polls, a vocal group is commenting on how the project will impact home values and quality of life. He asked Mr. Montoya to comment on the potential for the federal government to mandate the crossing as traffic

increases on McDowell, Van Buren, and Indian School. Mr. Montoya stated that there is no possibility of widening McDowell. The new West Point High School opened last year; however, due to COVID, there was not a significant increase in student traffic. An apartment building is being constructed behind the manufactured home park by I-10. As traffic grows, there is a significant risk of increased accidents, possibly involving pedestrians. This portion of the project is for design only with the intent to be ready to go upon potential federal funding or a future mandate.

Council Member Dennis commented that McDowell Road must be shut down when accidents occur, causing significant travel delays. She commented on trying to mitigate the travel delays as well as traffic noise. The area has significant volumes of cut-through traffic. With the new presidential administration talking about infrastructure plans, there may be the opportunity for federal funding.

Council Member Nielson asked whether the project will also cover the area from the bridge to Dysart. Mr. Murphy confirmed that it includes the connecting roadways on both ends.

Council Member Kilgore thanked staff for the presentation. He asked if the split responses received were from the residents of the Rancho Santa Fe community or from those among the City. Mr. Murphy stated that the split was amongst all those who provided feedback. He noted that the majority of people who attended the in-person meeting were those who lived within the area. He stated he was not sure of the residence of the individuals who submitted the online form. Council Member Kilgore expressed interest in learning if the individuals providing feedback are residents of Avondale as well as the true comments of those who live in the impacted area (to include residents of the Rancho Santa Fe community). He inquired about feedback from local businesses. Mr. Montoya stated the notification went to all residents within the specific area that would be directly affected, noting staff can work on obtaining the addresses. Business were notified; however, the notifications went to the owners of the business property and not necessarily those leasing space. He noted feedback received regarding devaluation of property; however, when these types of projects are finalized, this does not occur. He noted that with the proper sound barriers and landscaping, property values increase as the transportation corridor brings more people to the businesses within the area and residents have more access to schools and public safety. Council Member Kilgore reiterated the importance of obtaining feedback from the residents within the area as well as the businesses and not just the owners of the properties. He reflected on previous controversy related to the bridge and stressed the importance of hearing the feedback from the community to hear the heart and concern of the people. He spoke on negative comments received from residents within the area and stressed the importance of doing what is best for the residents.

Mr. Montoya reiterated the point that while staff will work with the community, the City may not have a choice if the bridge is mandated in the future. Council Member Kilgore applaud staff for their due diligence, but he would still like to give residents an opportunity to voice their opinions and stress their reasons why.

In response to a question from Mayor Weise, Mr. Montoya stated that over the next five years, there will likely be six to twelve more public hearings on this subject.

Council Member Pineda acknowledged the concerns of citizens not supporting the project; however, the City must also consider connectivity and the benefits to all residents as a whole. It is important for the City to be transparent going forward as public input continues to be received going forward.

Council Member Conde commented that there are complaints about the traffic on Thomas Road backing up at approximately 3 p.m., resulting in congestion at Avondale Boulevard. The concern is the safety of the community, particularly regarding high school traffic and young drivers. Preparing for the City's growth is essential and public outreach is critical.

Vice Mayor Malone stressed the need for greater connectivity and acknowledged that many Council Members will no longer be serving when the project is completed. Laying the groundwork is key at this time.

Mayor Weise acknowledged the need for the project and the necessary planning. It is likely that a current sitting Council Member will be mayor when the project is constructed. The two other bridges to the south are a higher priority, especially the one that will link the southside development. He understands the issues related to cut-through traffic; however, the biggest concern has been effects on the quality of life for Rancho Santa Fe. In addition, Thomas Road ends four miles west of this location. The plans should be ready to go; however, there should be in-depth conversations with residents of the area.

Council Member Dennis acknowledged that mitigating citizen concerns is the top priority; however, access and public safety are also priorities. She asked Mr. Montoya to address the other two bridges and the status of planning. Mr. Montoya stated that MAG is still discussing moving forward with the expansion of the 400 and the Avondale portion is the SR-30. Much of the funding has been pushed off and there are no bridges in the plan for Avondale at this time. Staff has had discussions regarding the means and location of the southern crossing. The goal is towards shovel-readiness, particularly in terms of potentially available federal funding. Community meetings will continue over the next two years.

4. ADJOURNMENT

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Work Session meeting; Council Member Dennis seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Dennis	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye

Vice Mayor Malone	Aye
Mayor Weise	Aye

Meeting adjourned at 7:13 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 7:24 p.m. All participants attended by phone or video.

Charles A. Montoya, City Manager, led the Pledge of Allegiance, followed by a moment of silent reflection for law enforcement across the country, specifically the Capitol police.

Members Present: Mayor Kenn Weise; Vice Mayor Veronica Malone; Council Members Tina Conde, Pat Dennis, Bryan Kilgore, Curtis Nielson, and Mike Pineda.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Cherlene Penilla, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Callie McGraw, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Police Chief; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member Nielson, seconded by Council Member Kilgore, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Dennis	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the February 16 and March 1, 2021 City Council Meeting Minutes.

b. RESTAURANT LIQUOR LICENSE (AMENDED) - TRAPPER'S SUSHI CO. AVONDALE

City Council recommended approval to the Arizona Department of Liquor License and Control of an Amended Series 12 Restaurant Liquor License submitted by Jason Perry Paul Geronimo Reyna for the sale of alcohol at Trapper's Sushi Co located at 10321 West McDowell Road, Suite A101, in Avondale and authorized the City Clerk to execute the necessary documents.

c. RESTAURANT LIQUOR LICENSE - BARRIO QUEEN

City Council recommend approval to the Arizona Department of Liquor License and Control of a Series 12 Restaurant Liquor License submitted by Camila Alarcon for the sale of alcohol at Barrio Queen located at 10455 West McDowell Road in Avondale and authorized the City Clerk to execute the necessary documents.

d. FINAL PLAT FOR AVARI APARTMENTS - APPLICATION PL-20-0303

City Council approved a request by Mr. Craig Smith, KSE Design Group, PLC., for approval of a Final Plat for Avari Apartments, approximately 18.89 gross acres of land located at the northwest corner of Avondale Boulevard and the Corporate Drive alignment. Consistent with the approved Avari Apartments Development Plan, the proposed Final Plat consolidates two (2) existing parcels into a single 16.39 acre lot, dedicates right-of-way for Avondale Boulevard, Corporate Drive, and 117th Avenue adjacent to the site, and dedicates public utility easements (PUEs) adjacent to each street.

4. REGULAR AGENDA

a. DEL RIO RANCH III PHASES 2 THROUGH 5 – PRELIMINARY PLAT AMENDMENT – APPLICATION PL-20-0154

City Council considered a request by Mr. Keith Nichter, Kimley-Horn, on behalf of property owner Don Switzenberg, DC Holdings Inc., for approval of an amended Preliminary Plat for Del Rio Ranch III Phases 2 through 5, a proposed 358-lot single family subdivision located on approximately 128.89 gross acres at the southeast corner of Buckeye Road and the Agua Fria River. With approval of the amended Preliminary Plat, Del Rio Ranch III will include a total of 521 single-family lots, inclusive of the 153 lots currently in

development by Beazer Homes (and not impacted by the proposed amended plat) in Phase 1 of the project.

Ken Galica, Division Lead Planner, provided an overview of the property size, location and attributes. Surrounding uses include single family residential to the south and east, including Rio Vista Phase 1 of Del Rio Ranch 3, which is under construction and not part of this proposal. To the north is the Cashion Tank and Steel property, partially located within the county. This site is part of the larger 440-acre Del Rio Ranch Master Planned Community. It was annexed in 2005 with zoning approved at that time. Zoning has been amended three times. The preliminary plat was approved in 2017. An amendment is needed to address changes to the planned area development (PAD) as part of the minor amendment this year. Surrounding zoning areas were reviewed. The property is designated with the majority of medium high-density residential land use in the General Plan with a segment of high density. The zoning use for single family is a legal nonconforming use per the General Plan designation.

The change in the current proposal is to eliminate the connection to Buckeye and replace it with a series of local streets. 125th Avenue loops and turns into Durango Street, which connects onto El Mirage Road to the east. The plan will free up additional land, which the applicant has used to generate 30 additional lots. Access will be from El Mirage Road via Durango Street. From the south, access to the site is from Lower Buckeye Road via 125th Avenue. The remainder of the Del Rio Ranch 3 property will consist of 358 lots with three lot sizes. Lot sizes and locations were reviewed. Approximately 45 percent of the site is open space (60 acres). Much is unimproved or undevelopable land located within the floodplain, but still usable for recreation. Park amenities were discussed. Phases 2 through 5 will include a three-quarter acre park, including various amenities. The property can be developed as part of the City's trail system, which runs north/south along the Agua Fria River. The developer will construct the trail and a 40-foot recreational corridor, including a landscaped and lighted 12-foot wide trail. The plan is in conformance with the PAD as amended. Theming and design are consistent with existing phases of the development. The schools have submitted certificates of adequate capacity. The Planning Commission recommended approval in February 2021 and staff recommends approval subject to seven recommended conditions.

Council Member Dennis asked about the changes to the roadway on 27th Avenue to Buckeye Road. Mr. Galica stated that historically, the connection would have taken 125th through the Cashion Tank and Steel property to connect to Buckeye Road. The connection was problematic, as it would be close to the bridge abutment for the Buckeye Road Bridge over the Agua Fria River. This caused concern with the traffic engineer regarding visibility of traffic turning at the location, due to the change in grade. Secondly, it would have divided the Cashion Tank and Steel property in two, making it very difficult to develop. There remains access from two arterial streets. Council Member Dennis asked about the details of the traffic analysis of removing access adding additional 30 lots. Mr. Galica said the analysis supported access as proposed off 125th Avenue and Durango Street without the connection to Buckeye Road. Council Member Dennis inquired about a traffic light at Durango Street. Mr. Galica stated that a light is not

currently planned. Mr. Montoya stated that staff will keep an eye on this to ensure that it is placed on the capital plan when and if warranted.

Council Member Nielson noted that after completion, there will be over 500 lots. He cited to a potential emergency where the river would overflow and noted that there are only two exits to allow 500 homeowner vehicles to exit. He suggested the possibility of using the empty lot at the opposite side of Cashion Tank and Steel, which might be used as an additional exit. Mr. Galica opined that all residents would be able to exit in the event of an emergency. The property will be developed outside of the floodplain. An orderly evacuation could certainly occur, if necessary. There are examples in the City of two to three access points to much larger communities. In terms of the vacant property, there is the possibility of creating a roadway; however, there is also the possibility of creating an undevelopable issue with the property. There will be emergency access only from Buckeye Road.

Council Member Kilgore thanked staff for the presentation, noting he was looking forward to project completion.

Council Member Pineda wished to hear Vice Mayor Malone's thoughts on the traffic issues, as El Mirage Road tends to get backed up. Otherwise, the project is a good use of land for development.

Council Member Conde thanked staff for the presentation. With the City's growing employment opportunities, they must ensure adequate housing in the West Valley.

Vice Mayor Malone was concerned with removal of the roadway from 127th Avenue and Buckeye Road. There are several developments coming into El Mirage Road. When traffic floods onto Lower Buckeye Road, this causes significant backup. The turning road is minimally helpful, and the queue is quite long. This results in significant cut-through in the various neighborhoods trying to get back onto Buckeye Road. Cashion Tank and Steel is up for sale and she suggested that the City or the developer attempt to acquire a portion of the land to create a through street to Buckeye Road. The development in the area will continue to congest and is currently only two lanes per direction which result in significant safety issues as well. There should also be consideration for a traffic light on Durango in the future. Mr. Montoya stated that staff is making notes to track the conditions and potential warrants. In terms of the Tank and Steel property, it is not realistic for the City to engage in this discussion, due to potentially significant mitigation challenges.

In response to a question from Mayor Weise, Mr. Montoya concurred that the concerns relate to environmental issues.

Ms. Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer, PLLC, stated that the agency has worked with staff for nearly a year on the engineering elements. Robust traffic studies have been associated with every phase of development. The City engineer and staff have determined that the project does not require demand at levels necessary for an extension. However, there are additional options, such as the emergency access in

unique situations. The key new access is the trail connection along the entire west side, providing for the eight-foot path adjacent to Agua Fria to create a new regional amenity.

Vice Mayor Malone asked if the path will be similar to the one located at Coldwater Ridge. Jason Burm with Kimley-Horn said the trail will not be located at the bottom of the Agua Fria Trail. The property will be elevated a few feet higher than the existing grade. The trail will meander on the downside of the slope, but well above the floodplain. It will include landscaping and lighting.

Vice Mayor Dennis addressed the need to move pedestrian traffic across El Mirage Road. At the time of the original discussion in 2017, there was a pedestrian tunnel under El Mirage Road. Subsequently, this plan was abandoned, and the new plan was for pedestrian access across the street. There have been no additional details regarding connectivity to this project. Mr. Galica stated that the tunnel was in approximate alignment to this open space area. It was shallow at seven to eight feet and narrow, causing safety concerns and has since been closed off. In place of that, the developer built a pedestrian crossing essentially at the same alignment. It included striping across the street and a pedestrian refuge in the middle of the street to include fencing and a bench. Council Member Dennis renewed her concerns that striping will not slow or stop traffic. Access for pedestrians will require improvements to accommodate increased pedestrian traffic.

Mayor Weise stated his concern that Council would be requiring the developer and landowner to improve a road that was improved just three years ago, merely because 26 lots are being added. The project has not changed significantly. The City can address potential issues with rumble strips, flashing lights or other mitigation. Vice Mayor Malone suggested the addition of flashing lights prior to the crosswalk landing.

Mayor Weise asked Mr. Montoya to discuss ways to alleviate concerns on El Mirage Road in terms of pedestrian traffic. Mr. Montoya stated that it is feasible to install flashing lights to alert drivers to the presence of pedestrians. Moving west towards Tank and Steel is County land, which limits what the City can do.

Mayor Weise commented that in the future for such situations, it would be helpful to have traffic reports of any serious incidents in the area. Vice Mayor Malone stated that on weekends, people who attend the swap mart are parking on the east side of El Mirage and crossing the street. The last accident occurred approximately six weeks prior and shut down access points to El Mirage for Cambridge and Diamond Ridge. Mayor Weise stated that the unsafe environment due to a swap meet should be addressed by the City; however, the issue may or may not be substantive to the crossing itself. He asked Vice Mayor Malone and Council Member Dennis whether the addition of lighting and rumble strips at the El Mirage crossing would help eliminate their concerns. Both affirmed that it would alleviate their concerns. Council Member Nielson commented that he frequently bikes along that street and the crosswalk is not related to the swap meet issues. Mr. Montoya stated that staff will put the installation of the flashing lights on its action list.

Council Member Pineda moved to approve Application PL-20-0154 Del Rio Ranch III Phases 2 through 5 Preliminary Plat subject to seven (7) recommended conditions; Council Member Nielson seconded the motion.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Dennis	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

b. PUBLIC HEARING - 2021-2022 HUD ANNUAL ACTION PLAN

City Council held a public hearing and received an update on the draft of the City's 2021-2022 Annual Action Plan which is required by the U.S. Department of Housing and Urban Development (HUD) as a condition to receive the Community Development Block Grant (CDBG) and HOME Investment Partnership funding (HOME). This item was for discussion only, no action was taken

Christopher Lopez, Director of Neighborhood and Family Services, stated the Annual Action Plan is an extension of the five-year consolidated planning process. The Annual Action Plan assigns funding for specific activities based on the total allocation for the program year. Activities included in the plan must further the goals listed in the consolidated plan.

The recommended activities and funding for CDBG funds were presented with a proposed total of \$745,967. The recommended activities and funding for HOME funds were presented with a proposed total of \$211,296 with a 25 percent required match of \$52,824 that will be included as part of the upcoming budget process. The total proposed funding is \$264,120. The process timeline was reviewed. A plan is scheduled to be submitted to HUD in May with anticipated availability of funding in August.

Mayor Weise opened the public hearing and did not receive any requests to speak. Mayor Weise closed the public hearing and opened the floor for comments from Council.

Council Member Dennis did not have any questions, but she did note that the action plan as presented was appropriate for the City.

Council Member Nielson thanked staff for the presentation and agreed with Council Member Dennis.

Council Member Kilgore asked for details on the number of housing opportunities provided to low- and moderate-income residents over the past eight years. Mr. Montoya stated that staff is currently researching this information and will provide it to Council as soon as it is available. Council Member Kilgore asked for clarification if staff know the

information, Mr. Montoya stated they could provide an average number, but it will not be exact. Council Member Kilgore asked for the number of housing opportunities provided to low- and moderate-income residents so far this year. Mr. Lopez stated that the City has rehabbed approximately 27 homes in the past year, which provides improvements to the health and safety of structures to reserve stock in affordable housing. The City also assists homeowners in the purchase of homes; however, given to the current housing market, there is not significant interest from first time homebuyers. Council Member Kilgore acknowledged that the department are using the funds but desires to have others hear about the good job they are doing.

Council Member Kilgore inquired about the \$1,000 budget to promote fair housing. Mr. Lopez stated that it was previously funded at \$500 and has been increased. The funds are used for purchase of advertising and presentation materials. There is not a tremendous need for higher funding in this area. Much of the outreach is conducted through staff manning tables at events and marketing and community relations through social media. Council Member Kilgore reiterated his desire to have people within the City know that the funds are used appropriately, that fair housing opportunities are available, and that all residents of Avondale can be helped, regardless of economic status.

Council Members Conde and Pineda did not have any questions and they thanked staff for the presentation. Vice Mayor Malone and Mayor Weise did not have any questions and they thanked staff for the presentation.

5. DISCUSSION ITEMS

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

a. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2021-2022 UPDATE

City staff presented an update on the Contributions Assistance Program, including an overview of eligibility requirements, funding levels, and evaluation criteria for the Fiscal Year 2021-2022 Contributions Assistance Program. This item was for discussion only.

Edith Baltierrez, Assistant Director for Neighborhood and Family Services stated that the Contribution Assistance Program allocates funding to eligible non-profit agencies with 501(c)3 status that provide health and human services to Avondale residents. This includes \$10,000 to support administrative costs associated with each project. In fiscal year 2021, 22 nonprofit agencies were funded with services including free tax preparation assistance, home repairs, childcare, food supplemental programs, medical equipment, care and prescription assistance, children's literacy, youth programming, homeless services, high school and college student support services, and home services for older adults. Due to COVID, all agencies have had to alter or complete change service delivery models for continuity of service. All agencies are on track with budget and goals.

The criteria for the agencies were presented. Staff will continue to work closely with the Council Subcommittee, including Vice Mayor Malone and Council Members Conde and Nielson as members. The Council Subcommittee requested staggered three-year Council

subcommittee appointments in order to maintain familiarity and continuity. Staff will work closely with the City Clerk's Office through its committee appointment process to address this request. The process and tentative timeline were reviewed.

Council Member Conde asked whether applications are open to new nonprofits or only those that have been established for some time. Ms. Baltierrez stated that the only requirement is to be a 501(c)3 nonprofit. Eligible agencies receive a link to the application from staff. Council Member Conde asked for an update on the Maricopa Community College District Foundation. Ms. Baltierrez stated that staff met with the agency to discuss its progress and they are ahead of schedule on expenditures and achieving goals.

Council Member Nielson expressed appreciation to staff regarding monitoring process and use of funds. The main objective is to ensure programs benefit the citizens of Avondale. He recommended simplifying the language in the application documents for ease of use and understanding.

Council Member Dennis recommended an increase in the overall budget for fiscal year 2022, as the City continues to grow. She agreed with the staggered terms concept for the Council Subcommittee members. Mr. Montoya agreed that it is a good idea to look at a general growth increase.

Council Member Kilgore thanked staff for the presentation. This is an excellent program, where Avondale gives back and pays forward to residents and organizations in the community in areas that are not normally seen in the public. During his time on Council, the program has been a phenomenal way for the City to impact the community. He noted back to a time when he was first appointed to Council. He reached out to a community member and recommended they apply for the program, which resulted in them being awarded funds to start their homeless initiative.

Council Member Pineda noted that recipients are appreciative of the program. Reporting helps in tracking data and impacts. He would appreciate a formula for an annual increase. Mr. Montoya stated that the Council Subcommittee should add the annual increase as a regular step in its processes.

Vice Mayor Malone stated that she has participated in the subcommittee since the beginning of her time on Council and that taking care of the community gives her great satisfaction. Maricopa County Community College representatives have highly praised Neighborhood and Family Services staff for their help, as well as Council Member Pineda for making them aware of the program. She has enjoyed seeing the efforts of the agencies.

Mayor Weise commented that the program was born out of the love and passion that Council at the time felt for the community. The passion and dedication have continued.

6. ADJOURNMENT

There being no further business before the Council, Council Member Conde moved to adjourn the Regular Meeting; Council Member Dennis seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Dennis	Aye
Council Member Kilgore	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Meeting adjourned at 8:36 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 5th day of April 2021. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Re-appointment of Judges Pro Tempore

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Abril Ruiz-Ortega, Court Administrator, (623) 333-5822

THROUGH: Craig L. Jennings, Municipal Judge, (623) 333-5813

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

This agenda item will help the court improve external customer service delivery through use of pro tempore judges.

PURPOSE:

City Council will consider a request to re-appoint the existing judges pro tempore to two year terms expiring on June 1, 2023 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale City Code section 5-1 (f) gives the City Council the authority to appoint judges pro tempore. During it's May 20, 2019 meeting, the City Council appointed pro tem judges to serve two year terms to fill in during the absence of the City Judge. The City Attorney advises that the term for pro tem judges be not less than two years. Their terms expire June 1, 2021.

DISCUSSION:

Judge Jennings is recommending the Council re-appoint the following to an additional two-year term through June 1, 2023:

- | | |
|------------------------------|-------------------------------|
| • Hon. Craig Ring | • Hon. Joanne Landfair |
| • Hon. Sherri Tolar Rollison | • Hon. Tamika Nercella Wooten |
| • Hon. E. Evans Farnsworth | • Hon. Cheryl Brown |
| • Hon. Eric Jeffery | |

The judges named above have been admitted to the practice of law for at least five years as required by Avondale City Code, Section 5-1 (f); have extensive judicial experience in the courts of limited jurisdiction and have completed the application, interview and selection process conducted with the help of the Avondale Human Resources Department.

The panel of qualified judges authorized to serve in Avondale fill in for the absent City Judge when all sitting judges are summoned on an annual basis to judicial conferences and mandatory training. Pro tem judges also fill in during the City Judge's scheduled vacation leave and sick leave.

BUDGET IMPACT:

Judges pro tempore are compensated at an hourly rate of \$55.00 per hour. This rate is competitive with other West Valley courts. The compensation of pro tem judges is included in the Court's budget for other professional services.

RECOMMENDATION:

It is recommended that the City Council re-appoint the existing pro tempore judges listed above to two-year terms expiring on June 1, 2023 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

CITY COUNCIL REPORT

SUBJECT: Award Authority for Safety Equipment and Apparel

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Tony Corsi, Director of Fire Administration, (623) 333-6100

THROUGH: Dale Nannenga, Police Chief, (623) 333-7207 **and**
Cherlene Penilla, Assistant City Manager, (623) 333-1015

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

The approval of this agenda item will promote Avondale's public health and safety by ensuring Fire and Medical crews continue to have the tools and equipment needed for heavy rescue response.

PURPOSE:

City Council will consider a request to increase spending authority for safety equipment and apparel in the amount of \$80,000. The Council will take appropriate action.

BACKGROUND:

The Administrative Awards document was approved as part of the FY2021 Adopted Budget and governs the maximum annual spend on certain contracts. If a contract exceeds the amount on the Council approved Administrative Awards document, Council must approve the additional award authority on the contract.

DISCUSSION:

Avondale Fire and Medical Department's current heavy rescue tools and equipment are over 10 years old and becoming obsolete compared to the newer technologies available. The Department has also identified the need to purchase additional firefighting tools so as to fully outfit both the technical rescue apparatus and ladder truck for heavy rescue response. Savings in the Fire and Medical Department's FY2021 operating budget became available to support the purchase of the new firefighting equipment and tools sooner than anticipated.

Avondale Fire and Medical Department contracts with Extrication Concepts on the purchase of new firefighting tools and equipment as needed. The annual maximum spend on this contract is governed by the Administrative Awards document, the contract itself does not have an explicit contract maximum. The Administrative Awards document gave Fire and Medical Department a maximum authorization of \$401,300 for safety equipment and apparel. The Fire and Medical Department projects needing up to \$80,000 in additional award authority for FY2021.

BUDGET IMPACT:

This additional amount for the award authority will be covered by savings from other areas of the Fire and Medical Department's FY2021 operating budget.

RECOMMENDATION:

Staff recommends the City Council authorize an increase in spending authority for safety equipment and apparel and authorize staff to execute the necessary documents.

CITY COUNCIL REPORT

SUBJECT: Award Authority for Technology Equipment Replacements

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Jeff Scheetz, Chief Information Officer, (623) 333-5011

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-2214

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

PURPOSE:

City Council will consider a request to increase Administrative Award authority for information technology related purchases in the amount of \$870,000. The Council will take appropriate action.

BACKGROUND:

The Administrative Awards document was approved as part of the FY2021 Adopted Budget and governs the maximum annual spend on certain contracts. If a contract exceeds the amount on the Council approved Administrative Awards document, Council must approve the additional award authority.

DISCUSSION:

The Information Technology Department has an annual plan for IT asset replacements, technology software, hardware and contractual maintenance.

Information Technology purchases technology related goods and services citywide using several vendors and various contracts. The annual maximum spend on these contracts is governed by the Administrative Awards document, the contracts themselves have an adequate annual spend limit and sufficient funds remain in the FY2021 budget to cover the requested increases in Administrative Award authority.

The Administrative Awards document gave the Information Technology Department a maximum authorization of \$322,000 for technology equipment replacement, \$111,000 for technology software, \$206,000 for technology hardware, and \$878,000 for contractual maintenance. The Information Technology Department requests Administrative Award increases in the amount of \$220,000 for technology equipment replacement, \$75,000 for technology software, \$175,000 for technology hardware and \$400,000 for contractual maintenance, for a total increase in Administrative Award authority of \$870,000.

BUDGET IMPACT:

The FY2021 budget has sufficient funds to cover the requested increases in Administrative Award authority.

RECOMMENDATION:

Staff recommends the City Council authorize an increase in spending authority for technology equipment replacement, technology software, technology hardware, and contractual maintenance, and authorize staff to execute the necessary documents.

CITY COUNCIL REPORT

SUBJECT: Award Authority for Arsenic/Nitrate Brine Disposal

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4430

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
- Innovative Program and Service Delivery – Avondale will continue to serve as a model of innovative, efficient and responsive government.

The approval of this item will promote Avondale's public health and safety by ensuring we can continue to treat our pumped water for arsenic and nitrates before entering the distribution system.

PURPOSE:

City Council will consider a request to increase spending authority for arsenic and nitrate brine disposal in the amount of \$45,000 and to authorize staff to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On June 15, 2020, the City Council adopted Resolution 1038-0620 approving the final budget for fiscal year 2020-2021 (FY2021). The Administrative Awards document was approved as part of that adopted budget and governs the maximum spend for certain services or commodities. The Administrative Award established the spending authority for item #21525 Professional Services – Arsenic/Nitrate Brine disposal in the amount of \$385,000. Sufficient budget is available in fiscal year 2021 and an additional award authority of \$45,000 is needed to cover costs through the end of the fiscal year.

DISCUSSION:

Brine waste is a byproduct of the ion exchange water treatment process used for the removal of arsenic and nitrates from groundwater. The brine waste contains extremely high levels of Sodium and Total Dissolved Solids (TDS) that must be properly disposed. With the increase in the water demand that the City is experiencing, mostly attributed to increased growth and COVID stay at home orders, it has become a

necessity to operate our treatment processes more than originally anticipated. This directly results in a significant increase in the amount of brine waste from that treatment process.

Operational strategies to optimize our water production & treatment sites have been implemented to reduce brine waste hauling costs. However, with increased water demand and maintaining the ability to meet the needs of our customers and growing city, the Public Works Department requests an additional \$45,000 in spending authority for the brine waste hauling to finish out the Fiscal Year 2021.

BUDGET IMPACT:

This additional \$45,000 for the award authority will be covered by costs savings realized in other areas of the Water Fund's Fiscal Year 2021 Other Professional Services Operating budget Account.

RECOMMENDATION:

Staff recommends City Council authorize an increase spending authority for arsenic/nitrate brine disposal in the amount of \$45,000 and to authorize staff to execute the necessary documents.

CITY COUNCIL REPORT

SUBJECT: Park 10 Main Entry Identification Sign – Amendment to the Park 10 Comprehensive Sign Plan – Application PL-21-0109

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Director, (623) 333-4012

THROUGH: Lindsey Duncan, Interim Deputy City Manager, (623) 333-2011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

STRATEGY: Increase visitor traffic to Avondale's entertainment, recreation, conference and hospitality venues.

PURPOSE:

City Council will consider a request by Mr. James Kyung, Parkland Development, LLC for approval of Application PL-21-0109 Park 10 Main Entry Identification Sign to allow an amendment to the Park 10 Comprehensive Sign Plan (CSP). Council will take appropriate action.

BACKGROUND:

Park 10 is a retail, restaurant, and entertainment focused development located at the southeast corner of McDowell Road and 107th Avenue, extending east to 103rd Avenue and south to Interstate-10 (Exhibits A and B). The development site is zoned Park 10 Planned Area Development (PAD), initially approved in February 2006 and amended by City Council in March 2018. The PAD, as amended, allows for a range of retail, restaurant, hospitality, entertainment, service, and office uses on the site. The property is designated as Freeway Commercial by the General Plan 2030 Land Use Map (Exhibit C).

Development of Park 10 Phases 1 and 2 is complete. These previously developed phases include a Main Event family entertainment center, a Jack in the Box drive-through restaurant, a Portillo's drive-through restaurant, and two multi-tenant buildings (Shops A and Shops B) occupied by a variety of restaurant tenants including Starbucks, Jersey Mike's, Ahipoki, Trapper's Sushi, and Popeye's.

Park 10 Phase 3 is currently under construction. This phase will include a Mountainside Fitness health and fitness center, a Barrio Queen full-service restaurant, an additional multi-tenant restaurant/retail building (Shops C), a 2.90-acre parcel reserved for potential development of a future hotel immediately west of Main Event, and a large outdoor plaza featuring an interactive water display, seating, and other pedestrian amenities.

Following completion of Phase 3, approximately 18.1 acres within Park 10 will remain to accommodate future development of additional retail, restaurant, and office uses in conformance with the approved Park 10 PAD zoning.

The Park 10 site is surrounded by the following uses:

NORTH OF MCDOWELL ROAD (from east to west):

- Gateway Office Park, a fully developed 6-acre site consisting of 47 individually owned office condominiums. Businesses within the development include a mix of medical offices and general offices. The property is zoned C-O (Commercial Office).
- Aventura Apartments, a three-story, 418-unit apartment complex on 18.4 acres, completed in 2003. The property is zoned PAD.
- American Mini Storage, a self-storage facility located on 3.9 acres zoned PAD.
- A medical office building located on 1.4 acres zoned PAD.
- Copper Springs Hospital, a 72-bed behavioral health hospital located on 6.0 acres zoned PAD.
- A vacant, undeveloped 2.4-acre lot zoned PAD, allowing for C-2 (Community Commercial) uses.

EAST OF 103RD AVENUE: Gateway Village, a commercial center featuring a variety of restaurants, retail shops, and a Hilton Home2Suites hotel presently under construction. The center is zoned C-3 (Freeway Commercial).

SOUTH OF I-10: The Avondale Automall, a series of car dealerships that stretches from 99th Avenue to 107th Avenue. The Automall is zoned PAD.

WEST OF 107TH AVENUE (from north to south):

- A 6.4-acre vacant, undeveloped parcel currently used for farming. The parcel is zoned AG (Agricultural) and is designated by the General Plan for future Freeway Commercial development.
- Colter Substation, an SRP electrical facility.

SUMMARY OF REQUEST:

The applicant, Mr. James Kyung, Parkland Development LLC, on behalf of Park 10, LLC., is requesting approval of an amendment to the Park 10 Comprehensive Sign Plan (CSP) to allow a vertically-oriented, 25-foot 4-inch tall main entry identification sign within a landscaped area at the southwest corner of Harbor Shores Boulevard and McDowell Road. The applicant's narrative (Exhibit D) indicates the importance of the main entry identification sign for the Park 10 development to assist visitors in locating the master development and create a "sense of arrival" for visitors to the Park 10 project. The proposed sign advertises only the Park

10 development and will not include any tenant panels.

ANALYSIS:

In the Freeway Commercial (C-3) zoning district, the district most comparable to the Park 10 Planned Area Development, the Zoning Ordinance limits the height of freestanding monument signs (excluding freeway pylon signs adjacent to I-10) to fourteen (14) feet. Up to twenty-five percent (25%) deviation from the maximum sign height can be approved administratively, allowing Staff to approve a freestanding sign with a height up to 17.5 feet. The applicant is proposing a 25-foot 4-inch (25'4") tall sign, exceeding the height that can be approved administratively by 7.5 feet. The Zoning Ordinance grants City Council with the discretion to approve signs which deviate more than twenty-five percent (25%) from standard allowances. As such, Council's approval is required for the proposed entry monument.

Though the height of the proposed sign exceeds standard Zoning Ordinance allowances for signs of this type, the 25-foot 4-inch height will not be out of character for signs along the McDowell Road and I-10 corridor. Most notably, the Gateway Pavilions shopping center, located less than a half-mile east of the Park 10 development, features two (2) existing multi-tenant monument signs (one adjacent to McDowell Road and the second adjacent to 99th Avenue) that are 70 feet in height and a third multi-tenant monument (adjacent to McDowell Road) that is 65 feet in height. Furthermore, multiple properties within the corridor, including Park 10 itself, feature freeway pylon signs adjacent to I-10 with heights of between 60 and 80 feet. The proposed 25-foot 4-inch vertical entry monument sign, small in comparison, is well within character for development in the corridor.

Additionally, unique, non-standard entry signs create an identity and sense of place that are needed for unique restaurant and entertainment focused developments to thrive. The region's largest similarly focused entertainment and restaurant focused developments, such as Westgate in Glendale, all employ large and unique signage to create an identifiable environment that users find fun and desirable. The proposed sign will assist the developer in creating the identity that is crucial to establishing Park 10 as a regionally known destination for dining and recreating, furthering the City's goals of creating unique entertainment, retail, and restaurant destinations of Avondale's residents.

DISCUSSION:

Staff recommends approval of this application for the following reasons:

- The proposed Main Entry identification sign will assist visitors in identifying the subject project.
- The sign provides a "sense of arrival" to the Park 10 project.

BUDGET IMPACT:

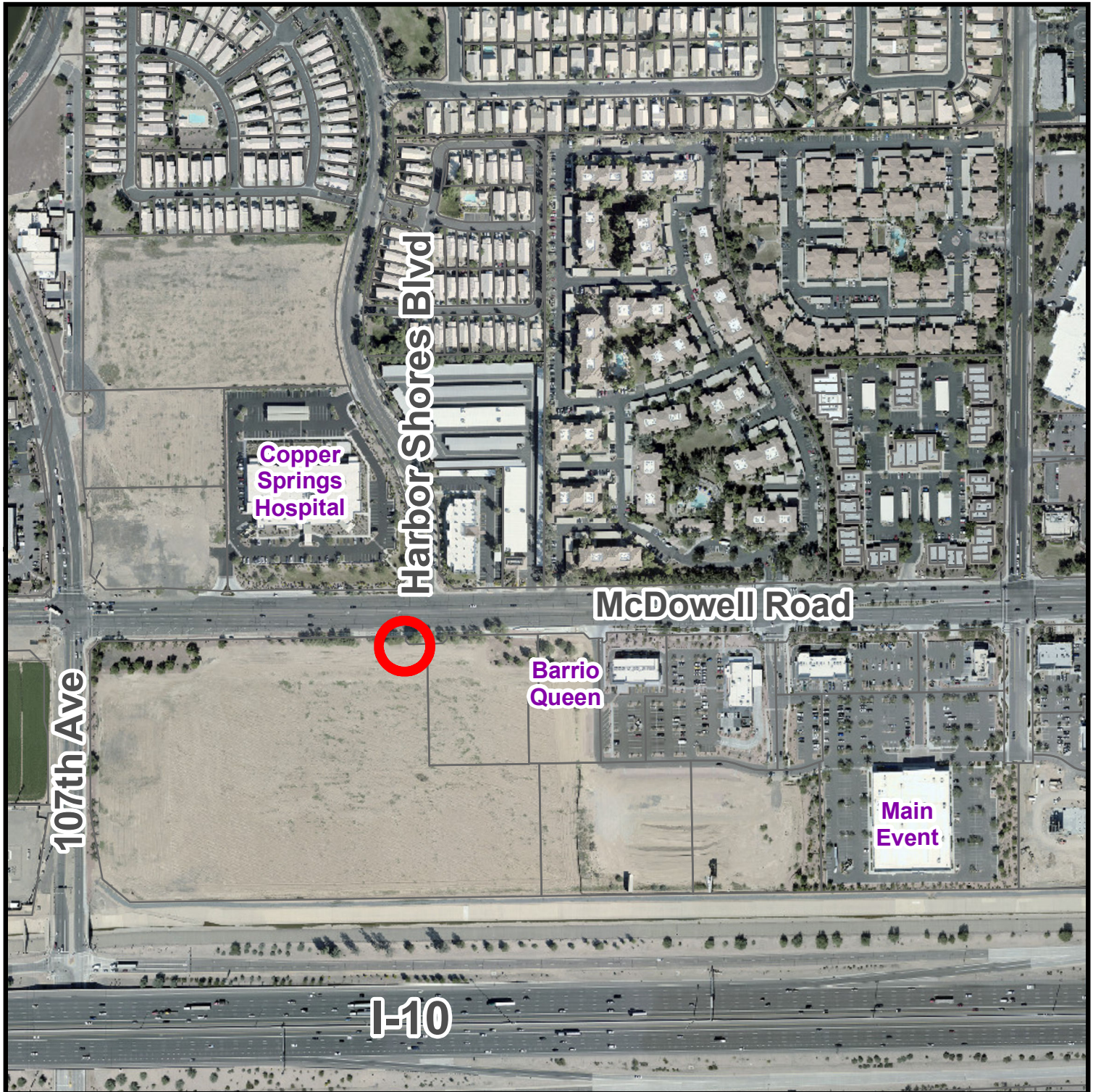
No budget impacts.

RECOMMENDATION:

No public hearing is required. City Council will **APPROVE** Application PL-21-0109, Park 10 Main Entry Identification Sign.

PROPOSED MOTION:

I move that City Council **APPROVE** Application PL-21-0109, Park 10 Main Entry Identification Sign, a request for an amendment to the Park 10 approved Comprehensive Sign Plan to allow one 25-foot 4-inch tall main entry identification sign for the Park 10 development.

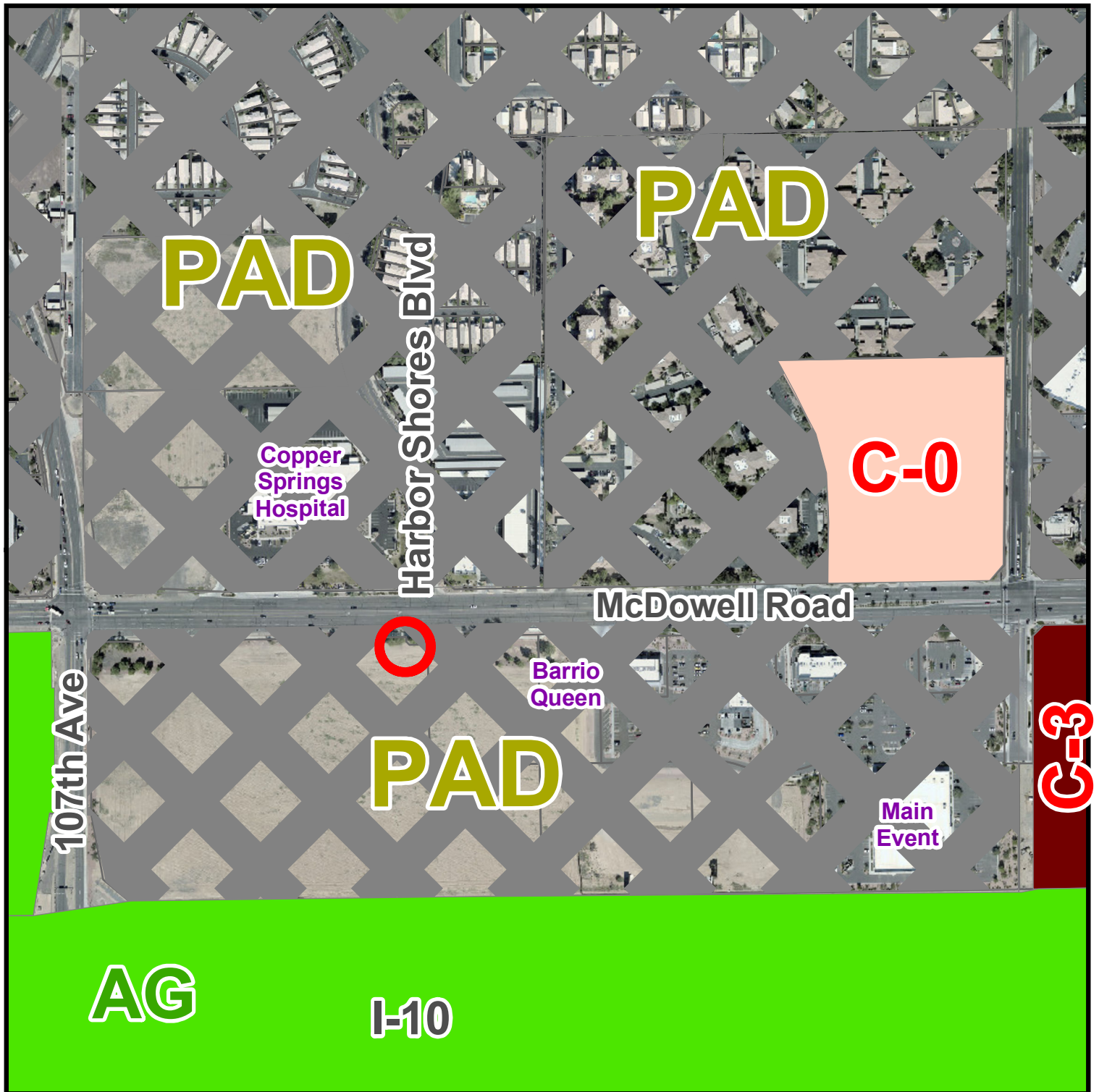


Aerial Photograph



 Project Location



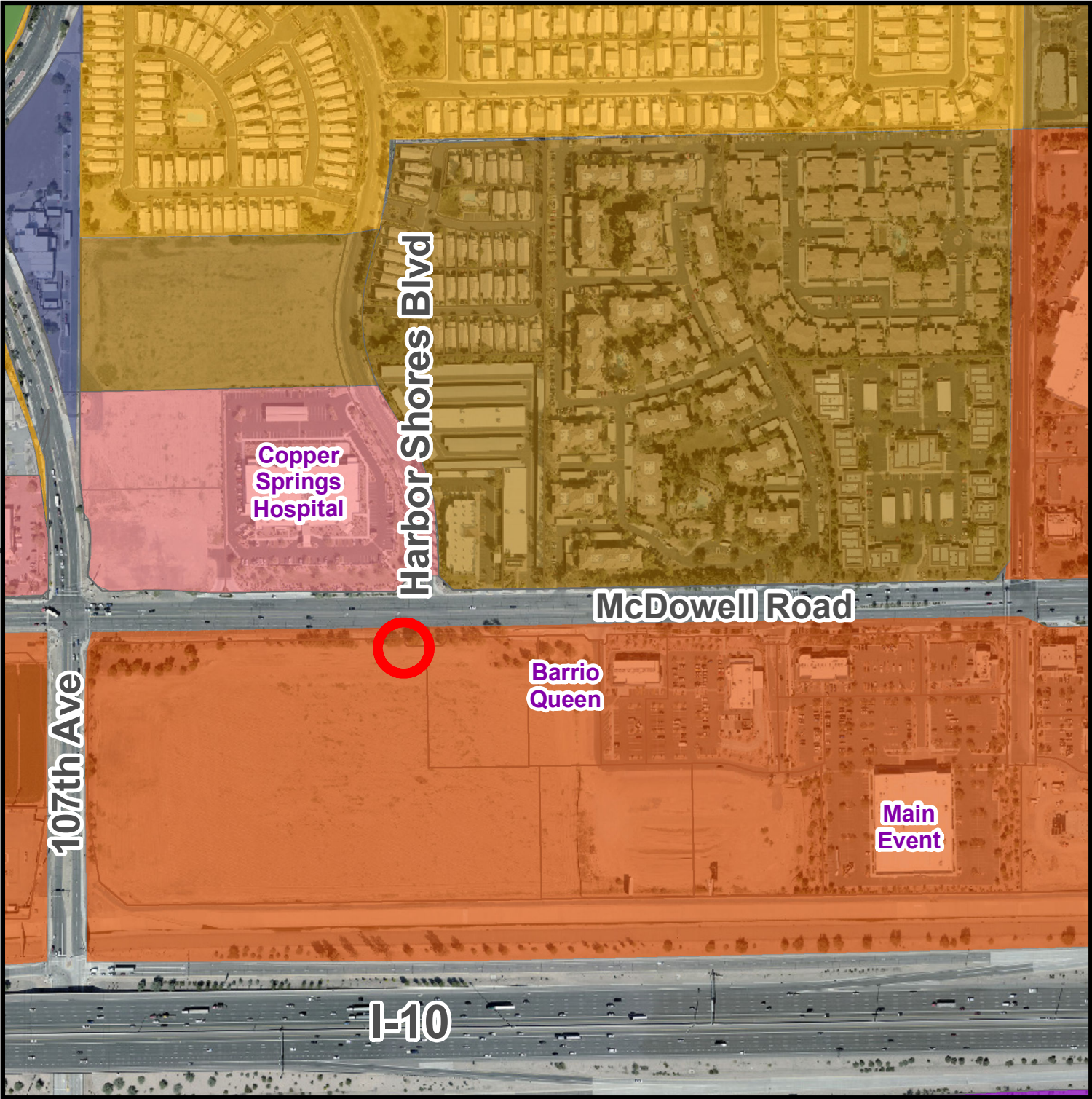


Zoning Vicinity Map



 Project Location





General Plan Land Use Map

 Local Commercial	 Office/Professional	
 Medium Density Residential	 Business Park	
 High Density Residential	 Public/Civic	
 Freeway Commercial	 Open Space and Parks	

 Project Location

Exhibit D – Project Narrative

NARRATIVE

Park 10 is located on the SWC of 103rd and McDowell Road and is also flanked by I-10 on the southside of the property. It is a 43-acre mixed used commercial development.

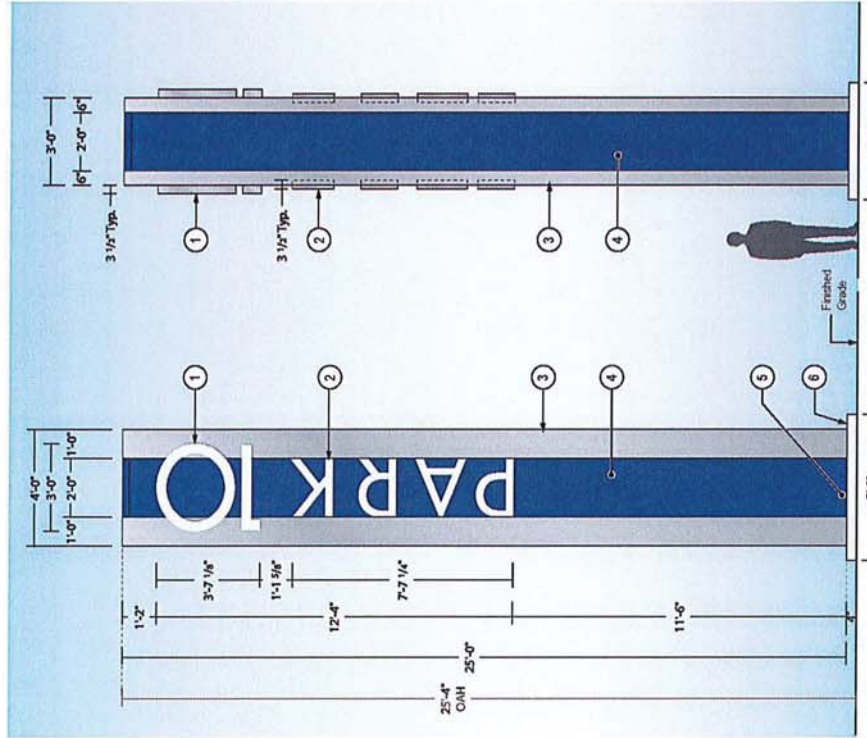
Under the current Comprehensive Sign Plan (CSP), there was not a sign that provides a single identifying or branding. There are now enough activities at the center – with widely recognizable tenants, such as Main Event, Portillo's, and Barrio Queen. This provides the backdrop for that one sign that brands **PARK 10**. Our unique **Park 10 main ID sign** is approximately 25' in height, 3' by 4' square column. See Exhibit A attached for detailed dimensions. This design concept was derived from the header panel on our tenant monument signs. The blue inserts which lights at night is on all four sides of the sign and makes it visible on the property as well as to motorist traveling on the roads near the sign. We believe this element has captured the continuous theme at **Park 10**. The **PARK 10 main ID sign** is needed to project an iconic signage that connects the activities at the center with the name of the center. For instance, Tempe Market Place or Westgate connects places and activities. The 25' sign would have this kind of effect. The sign is elegant and visible

The **PARK 10 main ID sign** will be located on the upper west side of Harbor Shore Drive at McDowell Road, across from Shops C building. See Exhibit B and C. This sign will be placed alongside five (5) 24' date palms (5 date palms on each side of Harbor Shore Drive), closely matching the height of the sign with the palm trees for aesthetic and visual effect. This location is also chosen because of the importance of Harbor Shore Drive into the center. There are two main entrances to the center, and this entrance is most prominent.

EXHIBIT A

3/17/2021

Sign Type A1 - Main Entry Feature



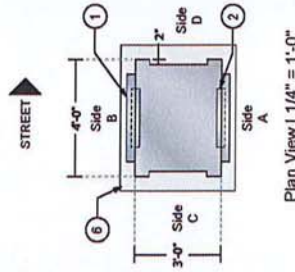
Elevation | Sides A & B

A-1 Sign Type A-1 Main Entry Feature | Scale: 3/16" = 1'-0"

ALL COLORS SHOWN FOR REFERENCE ONLY
DO NOT USE FOR COLOR MATCH

Paint Color
P1
MAP
Brushed Aluminum

Flex Face
Color to Match
Acrylic 242 Blue



Plan View | 1/4" = 1'-0"

GENERAL SPECIFICATIONS

1. Illuminated Pan Channel Letters - 3 1/2" .063" aluminum returns and .080" aluminum backs painted P1. 3/16" White translucent acrylic faces. 1" Silver trim cap. Illuminated with White LED modules. Mounted on cabinet returns.
2. Illuminated Pan Channel Letters - 3 1/2" .063" aluminum returns and 1.25" aluminum backs painted P1. 3/16" White translucent acrylic faces. 1" Silver trim cap. Illuminated with White LED modules. Mounted between cabinet returns.
3. Cabinet Face / Returns - Constructed of bent .080" aluminum painted P1.
4. Flex Face - Color to match Acrylic 242 Blue. Internally illuminated with High Output White LED modules.
5. Flex Face Retainer Cover - Constructed of bent .080" aluminum. Painted to match Acrylic 242 Blue.
6. Concrete Pad - 5' x 4' x 8" Deep - 4" exposed above finished grade.

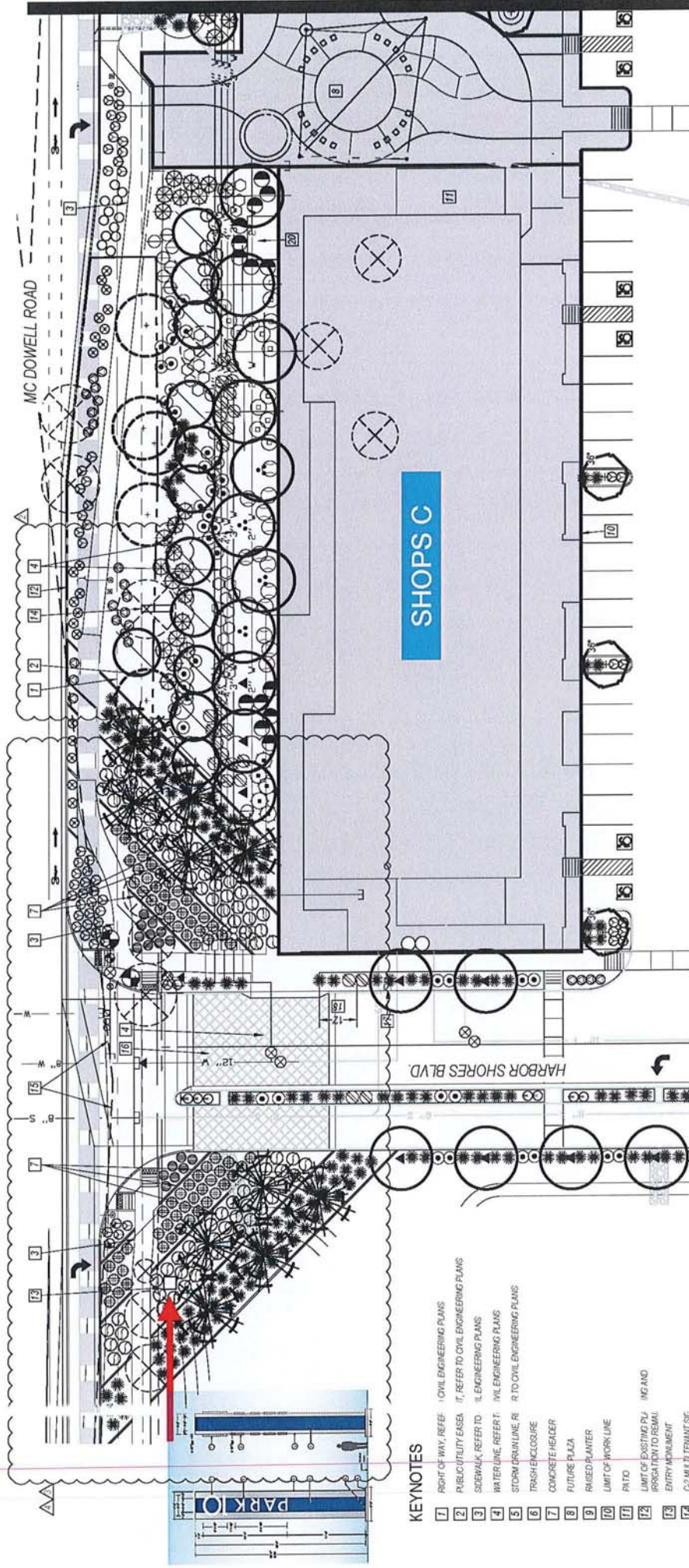
Night View | Sides A & B

Night View | Sides C & D

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the signs.

2018 IBC

EXHIBIT B **3/17/2021**



KEYNOTES

- 1 RIGHT OF WAY, REFER TO CIVIL ENGINEERING PLANS
- 2 PUBLIC UTILITY EASEMENT, REFER TO CIVIL ENGINEERING PLANS
- 3 SIDEWALK, REFER TO CIVIL ENGINEERING PLANS
- 4 WATER LINE, REFER TO CIVIL ENGINEERING PLANS
- 5 STORM DRAIN LINE, REFER TO CIVIL ENGINEERING PLANS
- 6 TRASH ENCLOSURE
- 7 CONCRETE HEADER
- 8 FUTURE PLAZA
- 9 RAISED PLANTER
- 10 LIMIT OF WORK LINE
- 11 PAVEMENT
- 12 LIMIT OF EXISTING BUILDING AND PAVEMENT TO REMAIN
- 13 ENTRY MONUMENT
- 14 C-2 MULTITENANT SIGN

[illegible]

VICINITY MAP - PHASE 3



PARKLAND DEVELOPMENT, LLC

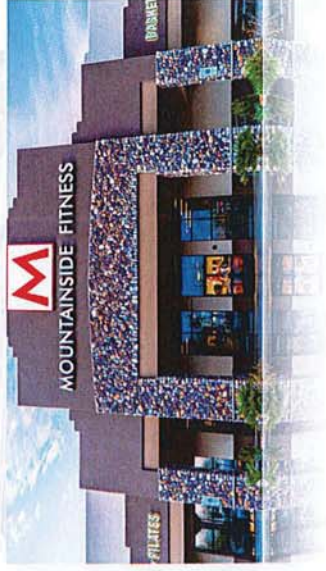


MSP

PARK 10 current & imagined



**WORK
 EAT
 STAY &
 PLAY**



CITY COUNCIL REPORT

SUBJECT: Final Plat for Village at The BLVD (Re-Plat of Avondale City Center Phase 3 Lot C)
- Application PL-20-0269

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Director, (623) 333-4011

THROUGH: Lindsey Duncan, Interim Deputy City Manager, (623) 333-2011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.
-

PURPOSE:

City Council will consider a request by Ms. Shelby Duplessis, EMC Management, LLC, for approval of a Final Plat for Village at The BLVD, a re-plat of Avondale City Center Phase 3 Lot C, approximately 27.02 gross acres of land located at the southwest corner of the Roosevelt Street alignment and the 111th Avenue alignment. Consistent with the approved Village at The BLVD Development Plan, the proposed Final Plat divides the subject property into two (2) parcels, creating a 15.81 acre parcel for Village at The BLVD (Lot 1) and a separate 9.52 acre parcel to accommodate future high density multi-family residential development (Lot 2). The Final Plat also dedicates right-of-way for Roosevelt Street and 111th Avenue adjacent to Lot 1, dedicates public utility easements (PUEs) on Lot 1, and dedicates a 30-foot-wide public trail easement along the southern edge of Lot 1 to accommodate development of a trail that will connect 111th Avenue to Park Avenue. Council will take appropriate action.

BACKGROUND:

The 27.02 gross acre subject property (Exhibits A and B) is located at the southwest corner of the alignments of Roosevelt Street and 111th Avenue. The property is undeveloped and currently in agricultural/farming production.

The property was annexed in April 2009 and rezoned from Rural Residential (RR-43) to Commerce Park (CP) in April 2010.

Following adoption of The BLVD Specific Plan in September 2019, the property was rezoned from CP to The BLVD District (BLVDD) in March 2020. The easternmost 22 acres of the property is located within The BLVD's

Residential District, which allows for highly amenitized high-density luxury housing, including apartments, townhomes, condominiums, and the like, designed in an outwardly focused urban form that interfaces with adjacent streets and sidewalks. The minimum required density within the Residential District is eighteen (18) dwelling units per acre, though product types under the minimum density may occur as part of a master residential development that, as a whole, meets the minimum density requirement. The westernmost five (5) acres of the property is located within The BLVD's Park Avenue District, which accommodates development of hotel, retail, restaurant, sports, entertainment, theater, cultural, multi-family residential (minimum density of 22 dwelling units per acre), studio, office, and education, all required to be designed to interface with adjacent streets in an urban manner and feature modern, contemporary design.

A Development Plan for the easternmost 15.81 acres was approved by the City Council in December 2020. The approved Development Plan allows for development of the eastern portion of the property with Village at The BLVD, a 187-unit single-story multi-family residential community with a density of 11.7 dwelling units per acre. The westernmost portion of the property, approximately 9.5 acres, was not included in the approved Development Plan; to offset the reduced density on the portion of the site to be developed as Village at The BLVD, the remaining 9.5 acre portion of land will be required to develop with a minimum of 299 residential units, allowing the full property to achieve the minimum 18 units per acre density as required by BLVDD zoning. City Council approval of a separate Development Plan for the remaining 9.5 acres will be required before development on that segment can occur.

The property features two General Plan 2030 land use designations, as follows (Exhibit C):

- The easternmost portion of the property, approximately 22 acres, is designated as **The BLVD Residential District**, a category created to accommodate development of higher density housing in proximity to the Park Avenue District core. Development within the Residential District can include a broad range of options to include attached single-family, apartments, townhomes, and/or condominiums. Housing may take the form of both for-ownership and for-rent product to appeal to various lifestyle choices. The expectation for this area is to include highly-amenitized luxury living, urban form residential that fits within an urban, entertainment district. "Garden apartments" and other inwardly focused residential types more common in suburban settings should be discouraged in favor of urban rowhomes, townhomes, or other residential types that are outwardly focused, more strongly interfaced with the street, and contribute to an overall sense of community within The BLVD at large. The target density within this land use is a minimum of eighteen (18) du/ac. Product types under eighteen (18) du/ac can occur as part of a larger mixed density/height residential development that meets the overall target density. Adjacent to the existing homes south of the Residential District, the residential uses should provide a transition of density and scale. Small lot single-family residential attached homes may be appropriate as a transitional density in the Residential District.
- The westernmost portion of the property, approximately five (5) acres, is designated **The BLVD Park Avenue District**, a land use category designed to accommodate development of the core of The BLVD. The Park Avenue District is intended to be centered around a large gathering area to accommodate and function as the place for local casual or formal events and activities that will bring people to The BLVD, create a vibrant, active street scene, and, in turn, support local business. Land uses within the Park Avenue District are to include a mix of hotel, retail, restaurants, sports, entertainment, theater, cultural, multi-family residential (target density of a minimum 22 DU/AC), studios, office, and education that is all designed to interface with adjacent streets in an urban manner and featuring modern, contemporary design.

As previously noted, the property is also located within the boundary of The BLVD Specific Plan (The BSP) which guides physical design and character of the site's development.

Surrounding uses and zoning include:

North of Roosevelt Street: Undeveloped parcels currently in agricultural production, zoned Avondale Gateway Planned Area Development (PAD). The parcels are located within the “Business Park” portion of the Avondale Gateway PAD, which allows for development of office and enclosed light industrial uses.

East of 111th Avenue: An undeveloped parcel, currently in agricultural production, zoned Avondale Gateway Center PAD. The parcel is located within the “Business Park” portion of the Avondale Gateway Center PAD, which allows for development of office and enclosed light industrial uses.

South: Waterford Square, a fully developed 217-lot single-family residential subdivision zoned PAD.

West: The City’s Transit Center facility, zoned The BLVD District (BLVDD), part of the Park Avenue District.

SUMMARY OF REQUEST:

The 27.02 gross acre subject property is Lot C of the Avondale City Center Phase 3 Final Plat, approved by City Council and recorded in October 2013. The applicant is requesting approval of a Final Plat for Village at The BLVD (Exhibit E), re-platting Lot C into two lots, as follows:

- **Lot 1:** A 15.81-acre parcel to be developed with Village at The BLVD, a 187-unit single-story multi-family residential community with a density of 11.7 dwelling units per acre. A Development Plan for Village at The BLVD was approved by City Council in December 2020.
- **Lot 2:** A 9.52-acre parcel for which no development is currently planned. In accordance with BLVDD zoning, Lot 2 will be required to develop with a minimum of 299 residential units to achieve the minimum required density across the totality of the property (inclusive of Lots 1 and 2). City Council approval of a Development Plan will be required before development on Lot 2 can occur.

The proposed Final Plat also dedicates rights-of-way and public easements, in conformance with the approved Village at The BLVD Development Plan, as follows:

- **Roosevelt Street Right-of-Way:** The Final Plat dedicates 45 feet of half-street right-of-way for Roosevelt Street, a Minor Collector street, from 111th Avenue to Village at The BLVD’s western boundary. The developer of Village at The BLVD will construct the south half of Roosevelt Street adjacent to Lot 1 in the initial phase of development. Right-of-way for Roosevelt Street adjacent to Lot 2 is not dedicated on this plat but will be required prior to development of Lot 2.
- **111th Avenue Right-of-Way:** The Final Plat dedicates 40 feet of half-street right-of-way for 111th Avenue, a Minor Collector street, from Roosevelt Street to the project’s southern boundary. The developer of Village at The BLVD will construct the west half of 111th Avenue adjacent to the site in the initial phase of development.
- **Public Trail Easement:** The Final Plat dedicates a 30-foot-wide trail easement along the property’s southern edge from 111th Avenue to the west boundary of Lot 1. The easement will be used in conjunction with 40 feet of existing right-of-way, creating a 70-foot wide corridor, to accommodate construction of a 10-foot wide multi-use trail featuring seating nodes, landscaped shading, and pedestrian lighting. The developer of Village at The BLVD will construct the trail surface from 111th Avenue to Park Avenue (including the portions in the right-of-way south of Lot 2 and through the City’s property south of Lot 2) in the initial phase of development. Additionally, the developer of Village at The BLVD will construct landscaping, lighting, and seating improvements along the trail from 111th Avenue to the west boundary of Lot 1 in the initial phase of development. The 30-foot public trail

easement adjacent to Lot 2 is not dedicated on this plat but will be required prior to development of Lot 2; the developer of Lot 2 will be responsible for completing landscaping, lighting, and seating improvements within the easement and adjoining right-of-way adjacent to that parcel.

- **Public Utility Easements:** Per City standards, the proposed Final Plat dedicates public utility easements (PUEs) adjacent to Roosevelt Street and 111th Avenue to accommodate future utility service enhancements in the area. PUEs on Lot 2 are not dedicated on this plat but will be required prior to development of that lot.

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- The proposed Final Plat conforms to the approved Village at The BLVD Development Plan, dedicating rights-of-way and easements as needed to serve the planned development on Lot 1.

DISCUSSION:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Final Plat is in conformance with the approved Village at The BLVD Development Plan, including conditions of approval.
3. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

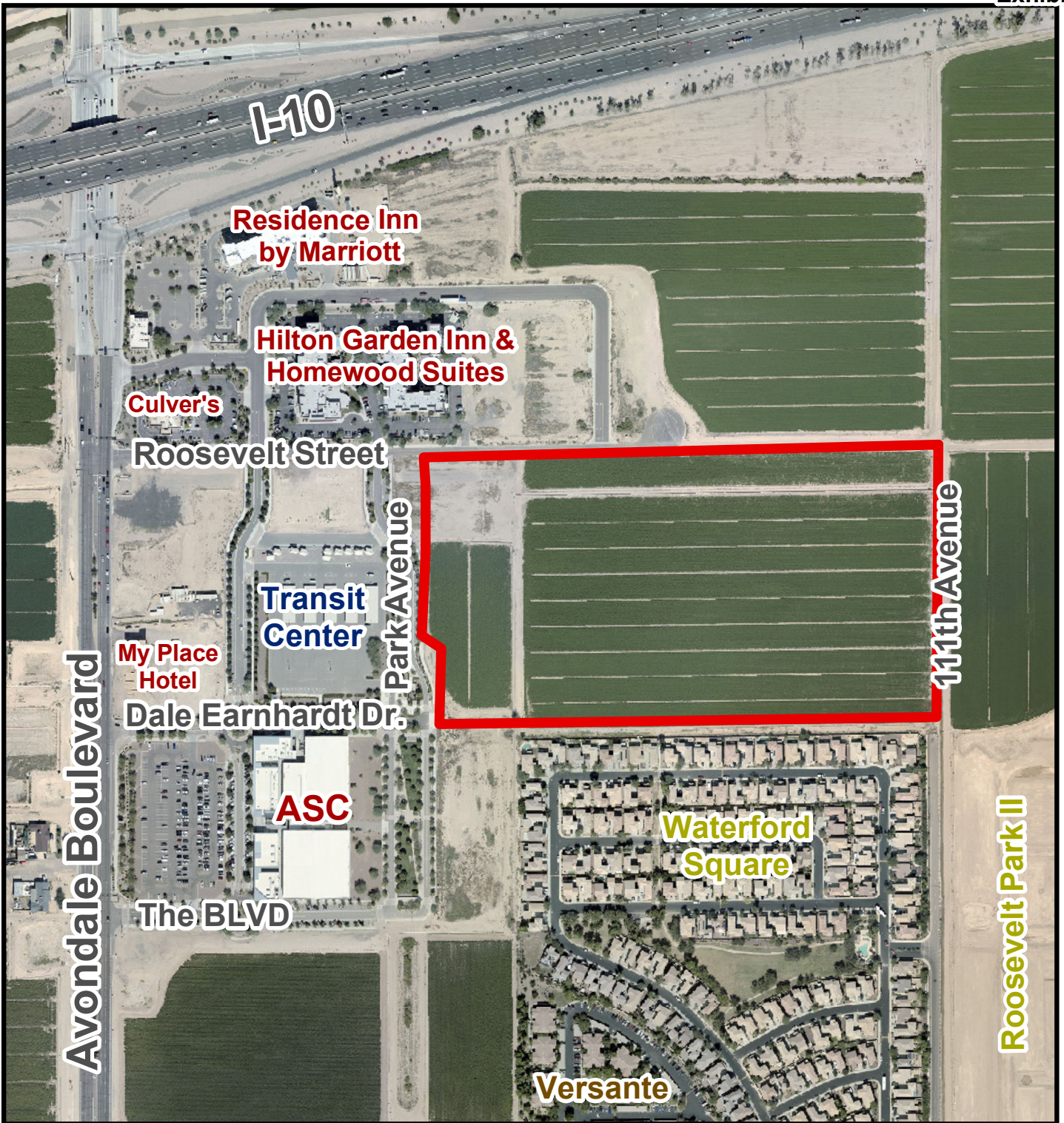
BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

No public hearing is required. Staff recommends City Council **APPROVE** Application PL-20-0269, a Final Plat for Village at The BLVD, subject to the following two (2) conditions of approval:

1. The recorded plat shall be in conformance with the Village at The BLVD Final Plat submitted on April 8, 2021.
2. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to recordation of the Final Plat.

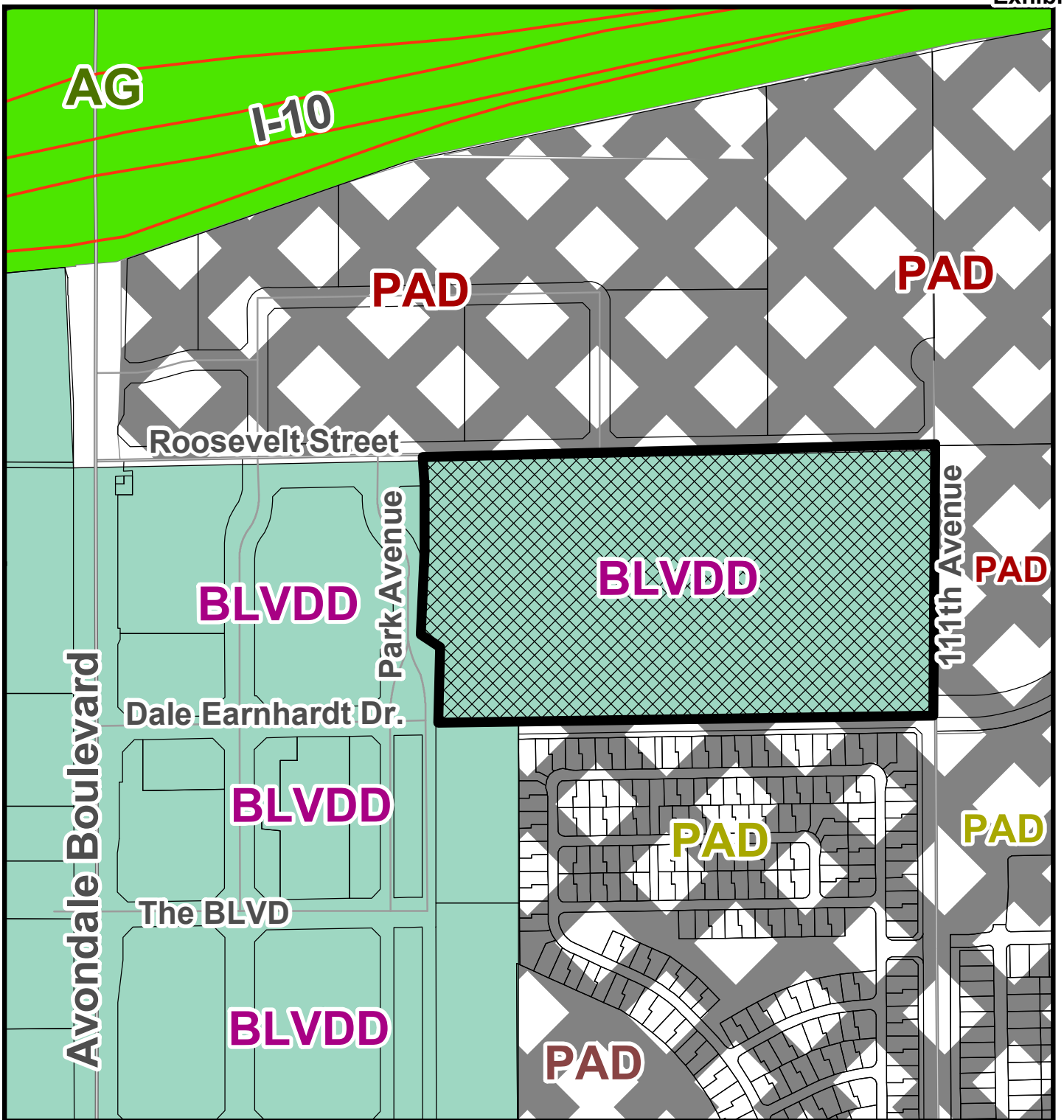


Aerial Photograph

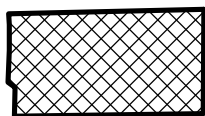


Subject Property



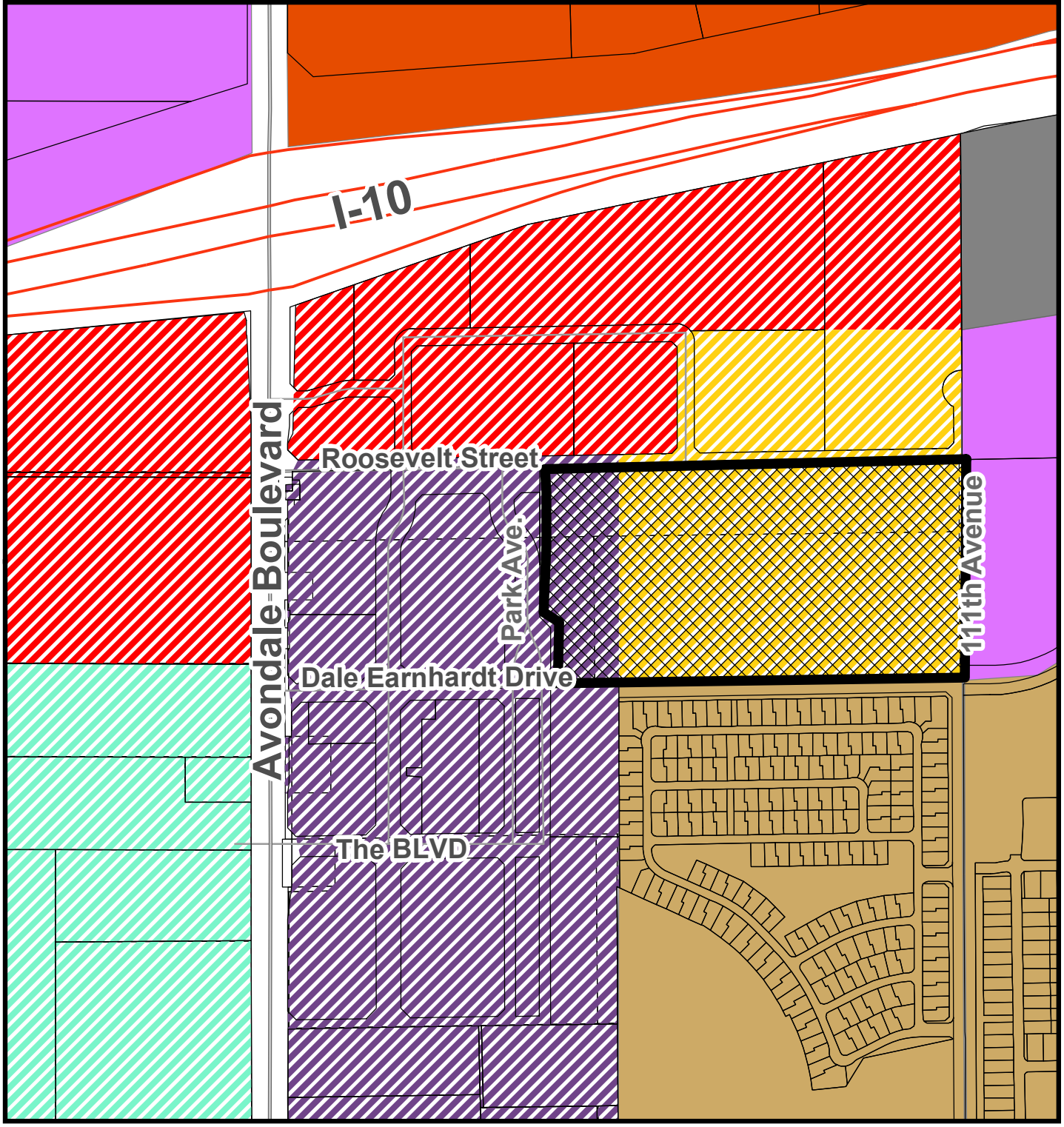


Zoning Vicinity Map



Subject Property



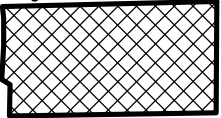


General Plan Land Use Map



- | | |
|---|---|
|  The BLVD Residential District |  Mixed Use |
|  The BLVD Gateway District |  High Intensity Office |
|  The BLVD Village District |  Freeway Commercial |
|  The BLVD Park Avenue District |  Medium/High Density Residential |

Subject Property



*SUMMARY OF RELATED FACTS
APPLICATION PL-20-0269 VILLAGE AT THE BLVD*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 27.02 gross acres; 25.33 net acres
LOCATION	Southwest corner of Roosevelt Street (alignment) and 111 th Avenue (alignment)
EXISTING LAND USE	The subject property is undeveloped and currently in agricultural/farming production.
EXISTING ZONING	Easternmost +/- 22 acres: The BLVD District Residential District (BLVDD-Residential) Westernmost +/- 5 acres: The BLVD District Park Avenue District (BLVDD-Park Avenue)
ZONING HISTORY	The property was annexed in April 2009 and rezoned from Rural Residential (RR-43) to Commerce Park (CP) in April 2010. Following adoption of The BLVD Specific Plan in September 2019, the property was rezoned from CP to The BLVD District (BLVDD) in March 2020. The easternmost 22 acres of the property is located within The BLVD's Residential District, which allows for highly amenitized high-density luxury housing, including apartments, townhomes, condominiums, and the like, designed in an outwardly focused urban form that interfaces with adjacent streets and sidewalks. The minimum required density within the Residential District is eighteen (18) dwelling units per acre, though product types under the minimum density may occur as part of a master residential development that, as a whole, meets the minimum density requirement. The westernmost 5 acres of the property is located within The BLVD's Park Avenue District, which accommodates development of hotel, retail, restaurant, sports, entertainment, theater, cultural, multi-family residential (minimum density of 22 dwelling units per acre), studio, office, and education, all required to be designed to interface with adjacent streets in an urban manner and feature modern, contemporary design. As required for properties with BLVDD zoning, a Development Plan for the easternmost 15.81 acres was approved by the City Council in December 2020. The approved Development Plan allows for development of the eastern portion of the property with a 187-unit single-story multi-family residential community ("Village at The BLVD") with a density of 11.7 dwelling units per acre. The westernmost portion of the property, approximately 9.5 acres, was not included in the approved Development Plan. To satisfy minimum density requirements noted above, offsetting the reduced density on the portion of the site to be developed as Village at The BLVD, the remaining portion of land will be required to develop with a minimum of 299 residential units, allowing the full property to achieve the minimum 18 units per acre density as required. City Council approval of a separate Development Plan for the remaining land will be required before development on that segment can

	occur.
--	--------

SURROUNDING ZONING AND LAND USE	
NORTH OF ROOSEVELT STREET	Undeveloped parcels currently in agricultural production, zoned Avondale Gateway Planned Area Development (PAD). The parcels are located within the “Business Park” portion of the Avondale Gateway PAD, which allows for development of office and enclosed light industrial uses.
EAST OF 111 TH AVENUE	An undeveloped 10.2-acre parcel, currently in agricultural production, zoned Avondale Gateway Center PAD. The parcel is located within the “Business Park” portion of the Avondale Gateway Center PAD, which allows for development of office and enclosed light industrial uses.
SOUTH	Waterford Square, a fully developed 217-lot single-family residential subdivision zoned PAD.
WEST	The City’s Transit Center facility, zoned The BLVD District Park Avenue District (BLVDD-Park Avenue).

GENERAL PLAN
The easternmost +/- 22 acres of the subject property is designated by the General Plan 2030 as The BLVD Residential District, a category created to accommodate development of higher density housing in proximity to the Park Avenue District core. Development within the Residential District can include a broad range of options to include attached single-family, apartments, townhomes, and/or condominiums. Housing may take the form of both for-ownership and for-rent product to appeal to various lifestyle choices. The expectation for this area is to include highly-amenitized luxury living, urban form residential that fits within an urban, entertainment district. “Garden apartments” and other inwardly focused residential types more common in suburban settings should be discouraged in favor of urban rowhomes, townhomes, or other residential types that are outwardly focused, more strongly interfaced with the street, and contribute to an overall sense of community within the BLVD at large. The target density should be a minimum of eighteen (18) du/ac. Product types under eighteen (18) du/ac can occur as part of a larger mixed density/height residential development that meets the overall target density. Adjacent to the existing homes south of the Residential District, the residential uses should provide a transition of density and scale. Small lot single-family residential attached homes may be appropriate as a transitional density in the Residential District. The westernmost +/- 5 acres is designated The BLVD Park Avenue District, designed to accommodate development of the core of The BLVD. The Park Avenue District is intended to be centered around a large gathering area to accommodate and function as the place for local casual or formal events and activities that will bring people to The BLVD, create a vibrant, active street scene, and, in turn, support local business. Land uses within the Park Avenue District are to include a mix of hotel, retail, restaurants, sports, entertainment, theater, cultural, multi-family residential (target density of a minimum 22 DU/AC), studios, office, and education that is all designed to interface with adjacent streets in an urban manner and featuring modern, contemporary design.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student’s choice (No defined school). The closest existing district school is Collier Elementary School, located at the southwest corner of Coldwater Springs Boulevard and 114 th

	Avenue within the Coldwater Springs community. A future Littleton District school is planned in the Roosevelt Park II community, less than a quarter mile from the subject site.
HIGH SCHOOL	La Joya Community High School, located at the southwest corner of Avondale Boulevard and Durango Street.

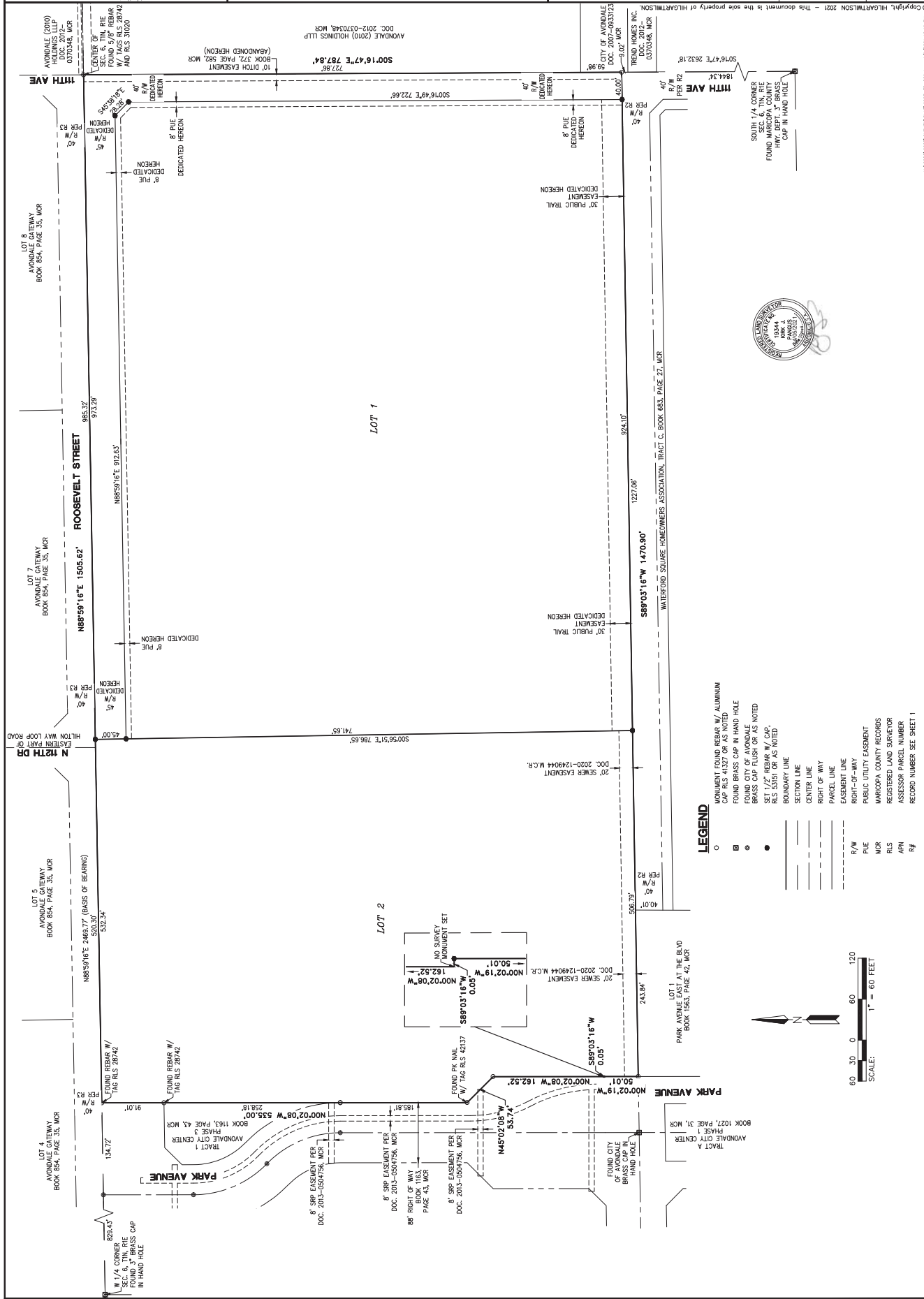
STREETS	
Roosevelt Street	
Classification	Modified Minor Collector
Existing half-street ROW	None
Standard half-street ROW	45 feet
Existing half-street improvements	None
Standard half-street improvements	One (1) travel lane, half (½) center turn lane, bike lane, parking lane, curb and gutter, detached sidewalk, street lights and landscaping.
111th Avenue	
Classification	Minor Collector
Existing half-street ROW	None
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements	One (1) travel lane, half (½) center turn lane, bike lane, curb and gutter, detached sidewalk, street lights and landscaping.
Park Avenue	
Classification	The BLVD Custom Major Collector
Existing half-street ROW	Varies by location
Standard half-street ROW	Varies by location
Existing half-street improvements	One travel lane, bike lane, on-street parking lane, median linear park (varies by location), curb, gutter, detached sidewalk, street lights, and landscaping.
Standard half-street improvements	One travel lane, bike lane, on-street parking lane, median linear park (varies by location), curb, gutter, detached sidewalk, street lights, and landscaping.

UTILITIES
Water service to Village at The BLVD will be provided by tying into an existing 12-inch line in 111th Avenue that currently terminates south of the subject property. Sewer service to Village at The BLVD will be provided to by tying into existing 8-inch lines in 111th Avenue and Roosevelt Street. SRP provides electrical service in this portion of Avondale.

Exhibit E

Proposed Final Plat

Village at The BLVD



CITY COUNCIL REPORT

SUBJECT: Third Amendment to Contract for Services - Area Agency on Aging

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director, 623-333-2711

THROUGH: Lindsey Duncan, Interim Deputy City Manager, (623) 333-2011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

The Avondale Senior center program provides basic food needs to the community. This amendment is a request for additional food supplies to continue this much needed resource.

PURPOSE:

City Council will consider a request to: (a) approve an amendment to the current contract with Area Agency on Aging (AAA) for fiscal year 2020-2021 to receive additional funding in the amount of \$10,000 for the Home Delivered Meal Program and authorize the City Manager and City Clerk to execute the necessary documents; and (b) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has been contracted by Area Agency on Aging (AAA) to provide meals and activities for active adults and disabled individuals for more than thirty (30) years. AAA funding supplements active adult services and programming provided to eligible residents targeted in the Avondale, Goodyear, and Litchfield Park areas. These services include the congregate meals program, home delivered meals program, multipurpose center operations program and transportation program.

DISCUSSION:

As a result of the COVID-19 pandemic, the City of Avondale has experienced an increase in home delivered meal clients and food costs. AAA has made additional funds available to address this issue and support Avondale in providing vital services to one of our most vulnerable populations. The City of Avondale will receive additional funds from AAA in the amount of \$10,000 for the purchase of Food to accommodate increased service needs related to the COVID-19 Pandemic.

BUDGET IMPACT:

The additional funding will be provided by AAA to assist with increased program costs. This will require a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds. There is no match required. This will also require an increase of contract awarding authority from \$131,600 to \$141,600 for NFS to purchase necessary food supplies.

RECOMMENDATION:

Staff recommends that City Council approve an amendment to contract #2021-07-AVO 3 and authorize the City Manager and City Clerk to execute the necessary documents and approve an increase of the nourishment contract awarding authority for Senior Food & Dining Supplies from \$131,600 to \$141,600.

Contract #2021-07-AVO

AMENDMENT 3

Contract for Services Between

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Avondale
11465 W. Civic Center Drive
Avondale, Arizona 85323
623-333-2705 fax: 623-333-0270
EIN 86-6000233

EFFECTIVE DATE OF THIS AMENDMENT: April 1, 2021

PURPOSE OF THE AMENDMENT:

1. Increase Area Agency funding for Home-Delivered Meals by \$10,000 from \$192,279 to \$202,279 for the purchase of Home-Delivered Meal Materials & Supplies due to increased service needs related to the COVID-19 Pandemic.

EXCEPT PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING,
REGION ONE, INCORPORATED

City of Avondale

Signature and Date

Mary Lynn Kasunic, President & CEO
Area Agency on Aging, Region One

Signature and Date

Charles Montoya, City Manager

City of Avondale ATTEST:

City Clerk

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2021-07-AVO

CONTRACTOR: City of Avondale

Document **Amendment 3**

Contract Term July 1, 2020 to June 30, 2021

Contract Payment Ceiling for All Services: TOTAL: \$ 388,934

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
Area Agency	111,586	202,279	12,000	63,069
Project Income	10,200	750	-	13,001
Non-Fed Inkind	-	-	-	-
Non-Fed Cash	42,044	85,472	105,338	72,411
Other Federal	-	-	-	-
TOTAL	163,830	288,501	117,338	148,481
EXPENSES				
Personnel	67,241	127,795	75,538	83,350
ERE	23,850	37,850	20,950	16,650
Prof&Outside	-	-	800	-
Travel	-	14,400	-	29,104
Space	7,500	4,700	13,500	-
Equipment	-	-	-	-
Materials/Supl	55,300	88,600	2,100	-
Operating Svc	9,939	15,156	4,450	19,377
Indirect	-	-	-	-
TOTAL	163,830	288,501	117,338	148,481
Units	17,000	17,000	3,500	13,700
Unit Rate	\$ 9.64	\$ 16.97	\$ 33.53	\$ 10.84

COMMUNICATION PAGE
(not an integral page of the Contract)

04/14/21

EMAILED TO:

cmontoya@avondaleaz.gov

elutz@avondaleaz.gov

CITY COUNCIL REPORT

SUBJECT: Resolution 1028-0521 - Authorizing Banking & Investing Authority

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Finance & Budget Director, (623) 333-2016

THROUGH: Lindsey Duncan, Interim Deputy City Manager, (623) 333-2011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

This change will allow Avondale to continue paying its obligations on-time and protect the City's resources.

PURPOSE:

City Council will consider a request to adopt Resolution 1028-0521 authorizing certain city officials and staff to execute and endorse checks and other items for and on behalf of the City, authorizing certain city staff to authorize certain electronic payments and transfers of funds, authorizing certain city staff to open investment and safekeeping accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts, and declaring an emergency; and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

With recent changes to City officials/staff, updates to City assigned authorizations are needed.

DISCUSSION:

When there are changes in certain city officials and city staff, City Council should authorize replacements to, execute and endorse checks and other items for and on behalf of the City, authorize certain electronic payments and transfers of funds as necessary, and open investment and safekeeping custodial accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts. These actions help to ensure compliance with the City Charter, Article IV, Section 3, and the effective and efficient administration of the City's finances and related operations.

BUDGET IMPACT:

Adoption of this resolution does not have a budgetary impact.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing certain city officials and staff to execute and endorse checks and other items for and on behalf of the City, authorizing certain city staff to authorize certain electronic payments and transfers of funds, authorizing certain city staff to open investment and safekeeping accounts, invest city funds, and execute contracts, agreements or transactions in connection with such investment accounts, and declaring an emergency; and authorize the Mayor and City Manager and City Clerk to execute the necessary documents.

RESOLUTION NO. 1028-0521

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE MAYOR, THE CITY MANAGER, THE ASSISTANT CITY MANAGER, AND THE FINANCE AND BUDGET DIRECTOR TO EXECUTE CHECKS AND OTHER ITEMS FOR AND ON BEHALF OF THE CITY OF AVONDALE; AUTHORIZING THE CITY MANAGER, THE ASSISTANT CITY MANAGER, AND THE INTERIM DEPUTY CITY MANAGER/FINANCE AND BUDGET DIRECTOR TO AUTHORIZE CERTAIN ELECTRONIC PAYMENTS AND TRANSFERS OF FUNDS; AUTHORIZING THE CITY MANAGER, THE ASSISTANT CITY MANAGER, AND THE INTERIM DEPUTY CITY MANAGER/FINANCE AND BUDGET DIRECTOR TO OPEN INVESTMENT AND SAFEKEEPING ACCOUNTS, INVEST CITY FUNDS, AND EXECUTE CONTRACTS, AGREEMENTS OR TRANSACTIONS IN CONNECTION WITH SUCH INVESTMENT ACCOUNTS; AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary that officers of the City of Avondale (the “City”) be duly authorized to execute checks, electronic payments, transfers and other items relating to certain bank accounts of the City; and

WHEREAS, by Resolution 3529-319, adopted March 25, 2019, the Council of the City of Avondale (the “City Council”) authorized the Mayor, the City Manager, the Assistant City Manager, and the Finance and Budget Director to execute and endorse checks on behalf of the City; and

WHEREAS, it is necessary that officers of the City be duly authorized to open investment and safekeeping accounts, invest City funds, and execute contracts, agreements or transactions in connection with such investment accounts; and

WHEREAS, by Resolution 3529-319, adopted March 25, 2019, the City Council authorized the City Manager, the Assistant City Manager and the Finance and Budget Director to open a safekeeping account, invest City funds in securities and execute contracts, agreements or transactions in connection with such investment accounts; and

WHEREAS, the City Council desires to repeal its prior authorization and to adopt this Resolution to reflect the current City officers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Effective May 17, 2021, the Mayor of the City, Kenneth N. Weise, is hereby authorized to execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit.

SECTION 3. Effective May 17, 2021, the City Manager of the City, Charles A. Montoya, is hereby authorized to: (i) execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit; (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of the City; (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council; (iv) to direct, orally, in writing, electronically, or through any other medium agreed to by said officer(s) and the financial institutions selected by the City to provide investment and safekeeping accounts (the "Institutions"), the opening of investment accounts and the investment of municipal funds in securities and/or time deposits with and/or through the Institutions through such accounts; (v) to execute, on behalf of the City, contracts or agreements in connection with such investment accounts in the usual form provided by the Institutions for such accounts generally; (vi) to receive in respect of said investment accounts, confirmations, receipts, notices, demands, reports, and communications of any kind; (vii) to receive in respect of said investment accounts, money, securities, time deposits, and property of every kind, and to dispose of same; (viii) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the City; and (ix) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Institutions, the debiting and/or crediting by the Institutions of the City's deposit account(s) at any other financial institution for the purpose of effecting such transaction.

SECTION 4. Effective May 17, 2021, the Assistant City Manager of the City, Cherlene Penilla, is hereby authorized to: (i) execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit; (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of the City; (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council; (iv) to direct, orally, in writing, electronically, or through any other medium agreed to by said officer(s) and the Institutions, the opening of investment accounts and the investment of municipal funds in securities and/or time deposits with and/or through the Institutions through such accounts; (v) to execute, on behalf of the City, contracts or agreements in connection with such investment accounts in the usual form provided by the Institutions for such accounts generally; (vi) to receive in respect of said investment accounts, confirmations, receipts, notices, demands, reports, and communications of any kind; (vii) to receive in respect of said investment accounts, money, securities, time deposits, and property of every kind, and to dispose of same; (viii) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the City; and (ix) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Institutions, the debiting and/or crediting by the Institutions of the City's deposit account(s) at any other financial institution for the purpose of effecting such transaction.

SECTION 5. Effective May 17, 2021, the Interim Deputy City Manager/Finance and Budget Director of the City, Lindsey Duncan, is hereby authorized to: (i) execute checks and other items for and on behalf of the City and is further authorized to endorse checks and other items payable to the City for deposit; (ii) execute ACH (or other electronic means) and wire transfers for and on behalf of the City; (iii) execute transfers from the City operating account to (a) the City's payroll, the City's investments and other City accounts or (b) any other account as directed by the City Council; (iv) to direct, orally, in writing, electronically, or through any other medium agreed to by said officer(s) and the Institutions, the opening of investment accounts and the investment of municipal funds in securities and/or time deposits with and/or through the Institutions through such accounts; (v) to execute, on behalf of the City, contracts or agreements in connection with such investment accounts in the usual form provided by the Institutions for such accounts generally; (vi) to receive in respect of said investment accounts, confirmations, receipts, notices, demands, reports, and communications of any kind; (vii) to receive in respect of said investment accounts, money, securities, time deposits, and property of every kind, and to dispose of same; (viii) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the City; and (ix) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Institutions, the debiting and/or crediting by the Institutions of the City's deposit account(s) at any other financial institution for the purpose of effecting such transaction.

SECTION 6. This Resolution applies to all City bank and investment accounts held in any bank or other financial institution.

SECTION 7. Checks drawn upon the City accounts for amounts less than \$1,000.00 shall bear one signature of the Mayor, the City Manager, the Assistant City Manager or the Interim Deputy City Manager/Finance and Budget Director. Checks drawn upon said accounts for the amounts of \$1,000.00 or more shall bear: (i) one signature from the Mayor; and (ii) one signature from any of the following: the City Manager, the Assistant City Manager or the Interim Deputy City Manager/City Finance and Budget Director.

SECTION 8. The immediate operation of this Resolution is necessary for the preservation of the public peace and welfare by ensuring City operations continue uninterrupted. An emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after passage by the City Council; upon operation of this Resolution, Resolution 3529-319 shall be repealed.

SECTION 9. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 1029-0521 – Authorizing Grant Acceptance from GOHS for “Work Zone Safety” Enforcement Campaign

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police 623-333-7207

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-2214

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request from staff to adopt Resolution 1029-0521 authorizing the acceptance of a grant provided by the Governor’s Office of Highway Safety (GOHS) in the amount of \$4,600, which will support the Police Department’s funding of Arizona’s Work Zone Safety Enforcement laws through overtime expenses and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

BACKGROUND:

The Avondale Police Department is an active participant in the Governor’s Office of Highway Safety and is seeking the funds granted to assist the Avondale Police Department in enforcing Work Zone Safety traffic laws.

DISCUSSION:

The Avondale Police Department will use the Work Zone Safety funding for continued enforcement efforts at multiple construction zone projects throughout 2021. The enforcement funds will help keep work zone construction workers and traffic commuters safe by providing adequate traffic enforcement. This funding would allow for the Avondale Police Department to use its resources to the fullest through December 31, 2021.

This Agreement shall become effective on the effective date of GOHS (Governor’s Office of Highway Safety) Directors signature and shall terminate on December 31, 2021.

BUDGET IMPACT:

Staff is requesting authorization for the acceptance of Grant Funds for \$4,600 to provide overtime costs associated with the Work Zone Safety Enforcement. There are no match requirements for this Grant. Federal funds will support personnel services (overtime) expenses to enhance Work Zone Safety Enforcement throughout the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing Avondale's acceptance of a grant in the amount of \$4,600 for the Avondale Police Departments Work Zone Safety Enforcement, through the Governor's Office of Highway Safety Grant Program.

RESOLUTION NO. 1029-0521

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR WORK ZONE SAFETY ENFORCEMENT.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of \$4,600.00 for project funding for enforcement efforts at multiple construction project work zones (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$4,600.00 and (ii) the execution of the GOHS Highway Safety Contract with GOHS relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1029-0521

[Agreement]

See following pages.

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

1. APPLICANT AGENCY Avondale Police Department		GOHS CONTRACT NUMBER: 2021-WZ-002
ADDRESS 11485 W. Civic Center Dr., Avondale, AZ 85323		PROGRAM AREA: Work Zone Safety
2. GOVERNMENTAL UNIT City of Avondale		AGENCY CONTACT: Jonathon Martin
ADDRESS 11465 W. Civic Center Dr., Avondale, AZ 85323		3. PROJECT TITLE: Work Zone Safety Enforcement Overtime
4. GUIDELINES: Work Zone Safety		
5. BRIEFLY STATE PURPOSE OF PROJECT: State Highway Work Zone Safety funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Work Zone Safety Enforcement throughout City of Avondale.		
6. BUDGET COST CATEGORY		Project Period SFY 2021
I. Personnel Services		\$3,538.00
II. Employee Related Expenses (30%)		\$1,062.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$4,600.00
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature) TO: 12-31-2021	
CURRENT GRANT PERIOD	FROM: 04-01-2021 TO: 12-31-2021	
TOTAL STATE FUNDS OBLIGATED THIS FFY: \$4,600.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Number of sworn officers: 128

Total Population in city/town or county: 87,000

Total Road Mileage: Highway: 0 Local: 300 Total: 300

	2018	2017	2016
Total Crashes	1722	1501	1613
Total Injury Crashes	308	217	238
Total Fatal Crashes	4	2	4
Total Impaired-related Crashes	57	35	48
Total Impaired-related Serious Injuries	6	11	24
Total Impaired-related Fatalities	3	0	1
Total Speed-related Crashes	439	375	288
Total Speed-related Serious Injuries	17	30	49
Total Speed-related Fatalities	4	1	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

Over the last decade Avondale has seen a population growth at a rate of 114 %, making the city one of the fastest growing in Maricopa County. Avondale has seen an increase in restaurants, bars, entertainment districts, and residential housing. With this growth they have seen an increase in vehicular traffic. In addition, Avondale is a major hub for drivers as it borders Phoenix, Tolleson, Goodyear, and Litchfield Park.

With the tremendous growth over the past few years, employment centers have been constructed in the high impact corridors along McDowell Road and Avondale Blvd. As the city continues to bring jobs home, those employees will desire to live close to the employment centers. This density and intensity in housing will increase traffic, both vehicular and pedestrian.

Agency Funding:

State Highway Work Zone Safety funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Work Zone Safety Enforcement throughout City of Avondale.

How Agency Will Solve Problem With Funding:

The Avondale Police Department will use work zone safety funding for continued enforcement efforts at multiple construction project zones throughout 2021. These extra enforcement funds will help keep work zone construction workers and traffic commuters safe by providing adequate traffic enforcement.

GOALS/OBJECTIVES:

State Highway Work Zone Safety funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Work Zone Safety Enforcement throughout City of Avondale.

Expenditures of funding pertaining to the Work Zone Safety Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Highway Work Zone Safety Goals provided by the Arizona Governor's Office of Highway Safety. The Highway Work Zone Safety Goal is to reduce the incidence of traffic fatalities and injuries in roadway work zones resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Work Zone Safety Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2nd RCI & Quarterly Report (April 1 – June 30, 2021)	July 20, 2021
3rd RCI & Quarterly Report (July 1 – September 30, 2021)	October 30, 2021
4th RCI & Quarterly Report (October 1 – December 31, 2021)	January 30, 2022
Final Statement of Accomplishment	January 30, 2022

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of the grant project period (December 31st, 2021)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of state funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Dale Nannenga, Chief, Avondale Police Department, shall serve as Project Director.

Jonathon Martin, Lieutenant, Avondale Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required

report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the grant project period (December 31st, 2017). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review

Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract

representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on December 31 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$3,538.00
II.	Employee Related Expenses (ERE) (30%)	\$1,062.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$4,600.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of \$4,600.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officers (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Arizona Governor's Office of Highway Safety hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§28-710), provides State funds to STATE for approved highway work zone safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved highway work zone safety projects; and

WHEREAS, AGENCY has submitted an application for State funds for highway work zone safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway work zone safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel**In-State and Out-of-State Travel**

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject Arizona Governor's Office of Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Arizona Governor's Office of Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the Arizona Governor's Office of Highway Safety Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Arizona Governor's Office of Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the Arizona Governor's Office of Highway Safety and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the Arizona Governor's Office of Highway Safety for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of Highway Work Zone Safety Program

It is the intention of AGENCY to continue the Highway Work Zone Safety Project identified in this Agreement once highway work zone safety program funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this Arizona Governor's Office of Highway Safety Project constitutes an official part of the STATE's Highway Work Zone Safety Campaign and that AGENCY will meet the requirements as set forth in the accompanying GOHS Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Arizona Governor's Office of Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Effective July 30, 2015, the National Highway Traffic Safety Administration (NHTSA) published a Buy America Act public interest waiver. The waiver allows States to purchase any manufactured product with a purchase price of \$5,000.00 or less, excluding a motor vehicle when the purchased product is using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. (Reference Federal Register Vol. 80, No. 125, published June 30, 2015.)

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: Melinda Tinney
Title: Accountant
Telephone Number: 623-333-2018 Fax Number: 623-333-0200
E-mail Address: mtinney@avondaleaz.gov

2. Agency's Fiscal Contact:

Name: Melinda Tinney
Title: Accountant
Telephone Number: 623-333-2018 Fax Number: 623-333-0200
E-mail Address: mtinney@avondaleaz.gov
Federal Identification Number: 86-6000233

3. REIMBURSEMENT INFORMATION:**Warrant/Check to be made payable to:**

City of Avondale

Warrant/Check to be mailed to:

Finance & Budget

(Agency)

11465 W Civic Center Dr

(Address)

Avondale, AZ 85323

(City, State, Zip Code)

4. DUNS Number:

002486884

(DUNS #)

11465 W Civic Center Drive Avondale, AZ 85323

(Registered Address & Zip Code)

Lobbying Restrictions**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Dale Nannenga, Chief
Avondale Police Department

Date

Telephone***Signature of Authorized Official of
Governmental Unit:***

Charles A. Montoya, City Manager
City of Avondale

Date

Telephone

AUTHORITY & FUNDS

1. This Project is authorized by ARS §28-710, and the funds authorized for this Project have been provided for by ARS §28-710. The expenses are **reimbursable** under the Arizona Governor's Office of Highway Safety.

2. **A. EFFECTIVE DATE:**

B. STATE FUNDS:

Authorization to Proceed Date

\$4,600.00

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**

by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

CITY COUNCIL REPORT

SUBJECT: Resolution 1030-0521 – Authorizing Grant Acceptance from GOHS for “Buckle Up Arizona...It’s the Law!” Enforcement Campaign

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police 623-333-7203

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-2214

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request from staff to adopt Resolution 1030-0521 authorizing the acceptance of a grant provided by the Governor’s Office of Highway Safety (GOHS) in the amount of \$3,000, which will support the Police Department’s funding of Arizona’ safety belt and child passenger safety laws through overtime expenses and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. Council will take appropriate action.

BACKGROUND:

The Avondale Police Department is an active participant in the education and enforcement of Arizona’s safety belt and child passenger laws and recognizes the necessity and responsibility to participate in these events focusing on such. The Avondale Police Department plans to participate in this year’s Buckle Up Arizona campaign, which is part of the national “Click it or Ticket” campaign, from May 24, 2021 through June 6, 2021. The funding will be used to conduct dedicated safety belt and child passenger enforcement and education within the City of Avondale

DISCUSSION:

The “Buckle Up Arizona...It’s the Law!” campaign is crucial in educating, enforcing, and preventing drivers in the valley from violating Arizona’s safety belt and child passenger safety laws. Participation in this campaign is valuable to city staff and the valley. Prior year funding has been used to conduct dedicated safety belt and child passenger safety enforcement within Avondale. This funding would allow for the Avondale Police Department to use its resources to the fullest, extending safety belt and child passenger safety coverage from May 24, 2021 through June 6, 2021.

This Agreement shall become effective on the effective date of GOHS (Governor's Office of Highway Safety) Directors signature and shall terminate on June 6, 2021.

BUDGET IMPACT:

Staff is requesting authorization for the acceptance of Grant Funds for \$3,000 to provide overtime costs associated with the "Buckle Up Arizona...It's the Law!" campaign. Federal funds will support personnel services (overtime) expenses to enhance safety belt and child passenger safety laws throughout the City of Avondale. There are no match requirements for this Grant.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing Avondale's acceptance of a grant in the amount of \$3,000 for the Avondale Police Departments "Buckle Up Arizona...It's the Law!" campaign through the Governor's Office of Highway Safety Grant Program.

RESOLUTION NO. 1030-0521

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE
GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR SAFETY BELT AND
CHILD PASSENGER SAFETY LAWS ENFORCEMENT.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of \$3,000.00 for project funding of a two-week enforcement campaign focusing on enforcing Arizona's safety belt and child passenger safety laws (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$3,000.00 and (ii) the execution of the GOHS Highway Safety Contract with GOHS relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1030-0521

[Agreement]

See following pages.

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY (GOHS)

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752130000405bAZL		Assistance Listings: 20.616
1. APPLICANT AGENCY Avondale Police Department	GOHS CONTRACT NUMBER 2021-CIOT-001	
ADDRESS 11485 W. Civic Center DR., Avondale, AZ 85323	PROGRAM AREA 405b	
2. GOVERNMENTAL UNIT City of Avondale	AGENCY CONTACT Jonathon Martin	
ADDRESS 11465 W. Civic Center Dr., Avondale, AZ 85323	3. PROJECT TITLE Buckle Up Arizona Enforcement Campaign (CIOT)	
4. GUIDELINES 405b – Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 24, 2021 through June 6, 2021 to enhance seat belt and child safety seat usage throughout the City of Avondale.		
6. BUDGET COST CATEGORY	Project Period FY 2018	
I. Personnel Services	\$2,308.00	
II. Employee Related Expenses (30%)	\$692.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$3,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 6-6-2021
CURRENT GRANT PERIOD	FROM: 5-24-2021	TO: 6-6-2021
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$3,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 911 vehicle occupants (driver/passenger) fatalities in 2019, of which 300 (33%) were unrestrained. Children under the age of five accounted for 7 passenger fatalities in 2019, of which 1 (14%) were unrestrained.

In 2019, seat belt usage in Arizona reached **90.6%**, an increase of **4.7%** since 2018. The noted increase is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2015 through 2019 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2015	2016	2017	2018	2019
Total Front Seat Occupants Seat Belt Use	86.6%	88.0%	86.1%	85.9%	90.6%
All Drivers Seat Belt Use	87.1%	88.2%	86.1%	88.4%	92.1%
Front Seat Passenger Seat Belt Use	84.8%	87.3%	86.0%	90.8%	95.4%
Children Safety Restraint Use	N/A	N/A	N/A	N/A	N/A

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1-year-old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8-year-old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently came near the national average seat belt usage rate of 90.7% in 2019
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely-publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the **"Buckle Up Arizona... It's the Law!"** program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 405b funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week **"Buckle Up Arizona"** enforcement campaign from **May 24, 2021 through June 6, 2021**.

The purpose of the campaign is for the Avondale Police Department to engage in aggressive traffic enforcement with a **"zero tolerance"** approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Avondale Police Department will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Avondale Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Avondale Police Department shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Avondale Police Department is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities
- The Avondale Police Department shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Avondale Police Department shall submit a Final Enforcement Summary Report to GOHS no later than **June 11, 2021**.
- The Avondale Police Department shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 18, 2021**.
- The Avondale Police Department shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Avondale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Avondale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from May 24, 2021 through June 6, 2021

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Dale Nannenga, Chief, Avondale Police Department, shall serve as Project Director.

Jonathon Martin, Lieutenant, Avondale Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted. Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 11, 2021**, to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 18, 2021**, to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on June 6, 2021 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$2,308.00
II.	Employee Related Expenses (30%)	\$692.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS**\$3,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of **\$3,000.00**.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to

the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: Melinda Tinney
Title: Accountant
Telephone Number: 623.333.2018 Fax Number: 623.333.0200
E-mail Address: mtinney@avondaleaz.gov

2. Agency's Fiscal Contact:

Name: Melinda Tinney
Title: Accountant
Telephone Number: 623.333.2018 Fax Number: 623.333.0200
E-mail Address: mtinney@avondaleaz.gov
Federal Identification Number: 86-6000233

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

City of Avondale

Warrant/Check to be mailed to:

Finance & Budget

(Agency)

11465 W Civic Center Dr

(Address)

Avondale, AZ 85323

(City, State, Zip Code)

4. DUNS Number:

002486884

(DUNS #)

11465 W Civic Center Dr Avondale, AZ 85323

(Registered Address & Zip Code)

Lobbying Restrictions**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Dale Nannenga, Chief
Avondale Police Department

*Signature of Authorized Official of
Governmental Unit:*

Charles A. Montoya, City Manager
City of Avondale

Date

Telephone

Date

Telephone

CITY COUNCIL REPORT

SUBJECT: Resolution 1031-0520 – Intergovernmental Agreement with Maricopa County Sheriff's Office

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police, 623-333-7203

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1015

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1031-0520, authorizing to renew an Intergovernmental Agreement (IGA) with the Maricopa County Sheriff's Office (MCSO) to utilize their sworn basic training academy for the training of new police recruits and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Currently, the Avondale Police Department sends newly hired police recruits to the Maricopa County Law Enforcement Training Academy (MCLETA) as well as the Phoenix Regional Police Academy (PRPA) to complete their basic training. Currently, the police department has 3 recruits in basic training in MCLETA Class #152, which is scheduled to graduate on June 24, 2021. The current IGA is due to expire on June 30, 2021.

DISCUSSION:

The proposed IGA will renew an agreement and establish a process for the police department to send newly hired recruits to the Maricopa County Law Enforcement Training Academy (MCLETA), from July 1, 2021 through June 30, 2023. This academy is a fully accredited academy, and meets the guidelines and standards set by the Arizona Police Officers Standards of Training. Being able to also utilize the Maricopa County Sheriff's Office academy along with the Phoenix Regional Police Academy, will allow the Avondale Police more options to fill vacancies in a timelier manner.

BUDGET IMPACT:

The Avondale Police Department would pay the Maricopa County Sheriff's Office a \$750.00 registration fee for each police recruit. This cost would be paid from the department's training budget. No new funding is required.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing a renewal of an Intergovernmental Agreement between the Maricopa County Sheriff's Office and the City of Avondale allowing the police department to send new police recruits to their sworn basic training academy.

RESOLUTION NO.1031-0521

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY REGARDING SWORN BASIC TRAINING ACADEMY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with Maricopa County, on behalf of the Maricopa County Sheriff's Office ("MCSO"), relating to participation in Sworn Basic Training Academy (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1031-0521

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY AND CITY OF AVONDALE
REGARDING MARICOPA COUNTY SHERIFF'S OFFICE
BASIC TRAINING ACADEMY
C-50-21-_ -X-00**

This INTERGOVERNMENTAL AGREEMENT (IGA) is entered into by and between MARICOPA COUNTY, a political subdivision of the State of Arizona on behalf of the SHERIFF'S OFFICE ("MCSO") and the CITY OF AVONDALE, an Arizona municipal corporation, ("Avondale") on behalf of its police department, collectively referred to as the "Parties." Under A.R.S. § 11- 952, which authorizes public agencies to enter into Intergovernmental Agreements, the Parties enter into this IGA regarding City of Avondale Police Department, "Avondale PD," participation in MCSO's Sworn Basic Training Academy.

RECITALS

MCSO offers Sworn Officer Basic Training Academy on an as-needed basis and generally has space for additional participants and whereas Avondale has sworn employee recruits that are required to be trained according to the State of Arizona Peace Officer Standard Training ("AZPOST").

AGREEMENT

Wherefore, the Parties enter into the following Agreement July 1, 2021 through June 30, 2023, the Initial Term, upon Maricopa County Board of Supervisor approval.

MCSO will:

1. Provide training space as available for Avondale PD recruit officers to attend scheduled Sworn Basic Training Academy.
2. Reserve the right in its sole discretion to decide whether the Avondale PD recruits maintain the academic standings necessary to continue in the academy class.
3. Retain the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all sworn officer training academy participants.
4. Provide Avondale original individual training records for each Avondale PD recruit upon completion of the MCSO Academy or termination of the recruit's attendance at the MCSO Academy. MCSO will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole consistent with the requirements of state law.
5. Treat Avondale PD recruits in the same manner as MCSO recruits for purposes of training, academics, ethics and discipline.
6. Require Avondale to investigate Avondale PD recruits should a situation arise for an internal affairs investigation concerning the actions of a Avondale PD recruit.
7. Bill Avondale a non-refundable registration in the amount of \$750, payable to Maricopa County, per Avondale PD recruit.

8. Review its costs annually and, if necessary, process amendments to this Agreement for future increases, not later than April of each fiscal year, to be effective with the new fiscal year.

Avondale will:

1. Understand and agree that the curriculum will consist of the standard MCSO training program for MCSO, including MCSO's policies and procedures.
2. Provide worker's compensation insurance, salary, benefits, weapons, ammunition and uniforms for Avondale PD recruits and employees
3. Ensure its employee participants have received infectious disease testing and required immunizations and have undergone health related pre-requisites applicable for MCSO academy attendees prior to the first day of training. Proof of the preceding requirements will be necessary for the participant's records prior to the academy start.

Specific COVID-19 requirements:

Ensure that registrants are tested for COVID-19 with negative results before the start of the academy within safe time parameters specified by MCSO Training.

Ensure that required subsequent COVID-19 testing for current academy participants occurs as directed by MCSO Training. CDC guidelines will be followed for any participants testing positive.

When a vaccine is available: Ensure its current academy participants and future registrants are immunized from COVID-19 according to MCSO policy.

4. Agree to pay MCSO within 30 days of receipt of invoice.
5. Accepts that there is no guarantee that any minimum number of candidates from the Avondale PD will be accepted to attend the academy, because enrollment is based MCSO's determination of appropriate space/resource availability and because MCSO candidates have enrollment priority.

The Parties agree:

1. There are no amounts due from the previous training agreements
2. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this IGA, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
3. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.

4. Parties acknowledge that under this IGA no employee or participant of the Avondale PD is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. Avondale PD shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto.
5. Each Party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). Each Party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other Party upon request. These warranties shall remain in effect through the term of this Agreement. Each Party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each Party retains the legal right to inspect contractor and subcontractor employee documents performing work under this Agreement to verify compliance with this Agreement. Each Party and its subcontractors shall be given reasonable notice of the other Party's intent to inspect and shall make the documents available at the time and date specified. Should either Party find that the other Party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this Agreement and may pursue any and all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either Party.
6. Each party shall comply with all applicable laws, ordinances, executive orders, rules, regulations, standards, and codes of the federal, state, and local government whether or not specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).
7. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained and subject at all reasonable times to inspection and audit by the State of Arizona for six (6) years after completion of this Agreement. Upon request, Party shall produce original of any and all such records.
8. Any litigation arising from the agreement or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.8.This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Maricopa County Board and Avondale City Council approval.
9. This IGA may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail two (2) months in advance of the

requested date of termination. In the event that a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms. The Parties agree that any such termination shall not become effective with respect to the current recruits then enrolled in a training rotation until the recruits' training is completed, provided that MCSO continues to have sufficient staffing and other resources to continue the training until that date.

10. Notice is given that pursuant to A.R.S. § 38-511 the Parties may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other Party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Parties from either Party to the contract arising as the result of the Contract.
11. This IGA is effective when signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.
12. This document is the complete and exclusive statement of understanding between the Parties, and it supersedes all proposals, oral or written, and other documents or communications between the Parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.
13. If any term, covenant, condition or provision of this IGA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
14. Any provision of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
15. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.
16. This Agreement will automatically renew for up to two, one-year terms following the Initial Term, unless either Party provides notice to terminate, per Section 9., above.
17. Any notice to be given under this IGA shall be sent to the Parties listed below.

If to MCSO:

Chief of Administration
Maricopa County Sheriff's Office
550 W Jackson, 5th Floor
Phoenix, AZ 85003

If to Avondale PD:

Avondale Police Dept.
Lieutenant Varney Lopez
11485 W. Center Drive
Avondale, AZ 85323

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of the last signature set forth below.

CITY OF AVONDALE, an Arizona
Municipal Corporation

MARICOPA COUNTY, a political subdivision
of the State of Arizona

BY:

BY:

Mayor Date

Chairman Date

ATTEST:

ATTEST:

City Clerk Date

Clerk of the Board Date

CITY OF AVONDALE POLICE

MARICOPA COUNTY SHERIFF

BY:

BY:

Dale Nannenga Date
Chief of Police

Paul Penzone Date
Sheriff

Approved as to Form:

Approved as to Form:

Nicholle Harris Date
City Attorney

Deputy County Attorney Date

CITY COUNCIL REPORT

SUBJECT: Resolution 1032-0521- Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4430

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1032-0521 approving a five-year extension to the Intergovernmental Agreement with various cities for Waste Collection and Transportation Mutual Aid and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

BACKGROUND:

Occasionally, the need arises for a municipal solid waste department to request resources such as vehicles, equipment, or staff, from other municipalities during times of emergency or when an unusual number of vehicles are out of service. An example of such an occurrence was in 2014 when the City of Mesa experienced a flood. The surrounding cities provided Mesa with personnel and vehicles to assist with removing debris from the impacted area.

The members of the Maricopa Association of Governments Solid Waste Committee agreed that member agencies would benefit from the creation of a mutual aid agreement to facilitate the sharing of resources during such incidents. On January 17, 2017, Council adopted Resolution 3361-117 approving the original Intergovernmental Agreement (IGA) for Waste Collection and Transportation.

DISCUSSION:

This IGA defines the process by which entities can request and supply waste collection and transportation aid or other assistance for emergencies to one another; and defines the terms and mechanism for compensating an Aiding Party for supplying resources to a Requesting Party.

This resolution will extend the mutual aid IGA between the Cities of Avondale, Glendale, Mesa, Peoria, Phoenix, Scottsdale, Surprise and Tempe and the Towns of Gilbert and Queen Creek for an additional five years through June 30, 2026.

BUDGET IMPACT:

Execution of this agreement does not obligate Avondale financially, unless services are provided or utilized. If services are provided, Avondale would seek reimbursement for expenses or pay the Aiding Partner per the agreed upon terms. The Requesting Party shall reimburse the Aiding Party after receipt of an itemized voucher and documentation of all allowable costs of labor, equipment, and materials. The Parties will use equipment rates based on the Federal Emergency Management Agency's (FEMA) schedule of equipment rates unless otherwise agreed in advance in writing.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 1032-0521 approving a five-year extension to the Intergovernmental Agreement with various cities for Waste Collection and Transportation Mutual Aid and authorize the Mayor, or City Manager and City Clerk to execute the required documents.

RESOLUTION NO. 1032-0521

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF AVONDALE, GLENDALE, MESA, PEORIA, PHOENIX, SCOTTSDALE, SURPRISE, TEMPE, AND THE TOWNS OF GILBERT AND QUEEN CREEK RELATING TO WASTE COLLECTION AND TRANSPORTATION MUTUAL AID.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Extension of the Intergovernmental Agreement among the cities of Avondale, Glendale, Mesa, Peoria, Phoenix, Scottsdale, Surprise, Tempe, and the towns of Gilbert and Queen Creek relating to waste collection and transportation mutual aid is hereby approved as set forth in the Letter of Extension attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to cause the execution of the Letter of Extension and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1032-0521

[Letter of Extension]

See following pages.

Index
to
Letter of Extension

1. City of Mesa
2. City of Avondale
3. Town of Gilbert
4. City of Glendale
5. City of Peoria
6. City of Phoenix
7. Town of Queen Creek
8. City of Scottsdale
9. City of Surprise
10. City of Tempe

November 18, 2020

To: All Parties of the Intergovernmental Agreement (IGA) for Waste Collection and Transportation Mutual Aid

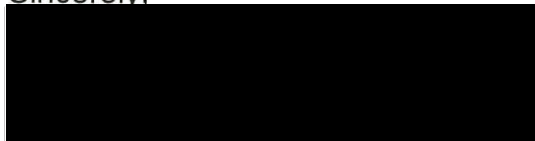
Subject: Extension of the IGA

As you may be aware the IGA is effective through June 30, 2021. Per Section 3.3 of the IGA, the Parties may agree to extend the Term of this Agreement for one (1) additional term of five (5) years. Not later than March 1, 2021, each Party shall notify the other Parties of its desire to extend the IGA for an additional five (5) years. The Parties that indicate a desire to extend the Term shall be the Parties to the Agreement after June 30, 2021; Parties that do not indicate a desire to extend will be deemed to have elected to terminate their participation in the Agreement.

The City of Mesa believes that the IGA has been successful in facilitating the process for providing mutual aid of Resources amongst the various Parties as needed since it was executed in 2016. Therefore, it is the City of Mesa's desire to extend the IGA until June 30, 2026. If your municipality agrees with the proposed extension, please have your City/Town Manager execute the attached applicable signature page for your municipality indicating the desire to extend the term and continue as a Party to the Agreement, and forward it to my attention at scott.bouchie@mesaaz.gov.

If you have any questions on the contents of this letter please contact Patrick Murphy at 480-644-2423, or via email at patrick.murphy@mesaaz.gov.

Sincerely,



Scott Bouchie

Environmental Management and Sustainability Director, City of Mesa

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF MESA, a municipal corporation

By  _____

Title City Manager _____

Date Nov. 17, 2020 _____

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF AVONDALE, a municipal corporation

Lina Montoya

By for Charles Montoya

Title City Manager

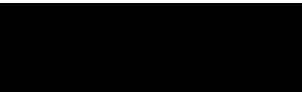
Date Feb 9, 2021

Attest: *mcarroll*



SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF GILBERT, a municipal corporation

By  _____

Title Mayor _____

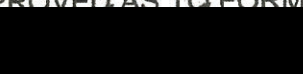
Date 4/5/2021 _____

ATTEST

By:  _____

Town Clerk

APPROVED AS TO FORM:

By:  _____

Christopher W. Payne

Town Attorney

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF GLENDALE, a municipal corporation

By

Title

Assistant City Manager

Date

2/1/2021

ATT

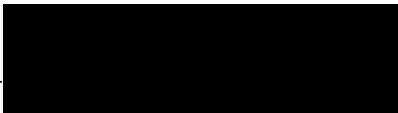
City Clerk

Approved as to form

City Manager

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF PEORIA, a municipal corporation

By 

Title City Manager

Date 1-21-21

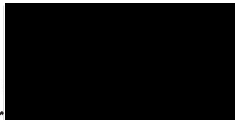
ORDINANCE S-47307

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF MESA, AVONDALE, GLENDALE, TEMPE, SCOTTSDALE, PEORIA, SURPRISE AND THE TOWNS OF QUEEN CREEK AND GILBERT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID.

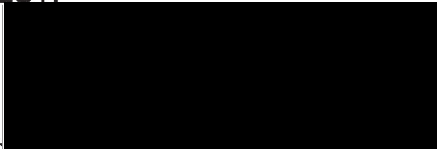
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager, or the City Manager's designee, is authorized to enter into an Intergovernmental Agreement with the cities of Mesa, Avondale, Glendale, Tempe, Scottsdale, Peoria, Surprise and the towns of Queen Creek and Gilbert for waste collection and transportation mutual aid. The term of the agreement will begin on or about July 1, 2021 through June 30, 2026.

PASSED by the City Council of the City of Phoenix this 17th day of February 2021.


MAYOR

ATTEST:


Denise Archibald, City Clerk

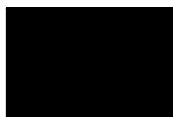


APPROVED AS TO FORM:
Cris Meyer, City Attorney

BY:  _____

David Benton, Chief Counsel

REVIEWED BY:



Ed Zuercher, City Manager

PJB:cz:(LF21-0078):2/17/21:2236868_1.doc

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF QUEEN CREEK, a municipal corporation

By  Jahid Kiroos Mar 30, 2021 15:10 PDT

Title Town Manager

Date Mar 30, 2021

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SCOTTSDALE, a municipal corporation

B

Title City Manager

Date 11/23/2020

{00376148.1}

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SURPRISE, a municipal corporation

By _____

Title City Manager

Date 11/18/2020

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment, this the 25th day of March, 2021.

CITY OF TEMPE

By 
Corey D. Woods, Mayor

ATTEST:



Carla R. Reece, City Clerk

APPROVED AS TO FORM:



Judith R. Baumann, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID

This Intergovernmental Agreement ("Agreement") is entered into among Participating Arizona Cities and Towns listed in Appendix A to this Agreement as of February 21, 2017 (the "Effective Date") and as later added pursuant to Section 3.2 below. The participating Cities and Towns may be referred to collectively as "Parties" and individually as a "Party."

1. Definitions

Aiding Party means the Party supplying Resources to a Requesting Party.

Authorized Designee means a Party's employee that is authorized to request aid or supply aid under this Agreement.

Backfill Costs means the compensation of the Aiding Party's replacement personnel who perform the regular duties of other personnel who are deployed to supply aid to a Requesting Party under this Agreement.

Costs mean the actual expenditures of funds by a Party supplying aid, including Backfill Costs and Indirect Costs.

Equipment means mechanical equipment and vehicles including but not limited to automated side loaders, bin/barrel delivery vehicles, front loaders, rear loaders, backhoes, front-end load tractors, pick-up trucks, mobile equipment, trailers, and dump trucks.

Indirect Costs means 10% of the total expenditures of funds by the Party supplying aid.

Inventory means non-mechanical equipment and containers including but not limited to large-volume containers, bins, and roll-off containers

Minor Damage means scratches, scrapes, or dings to Equipment and Inventory.

Moderate Damage means large dents or other damage requiring significant repairs before the Equipment and Inventory can be used again for its intended purpose.

Requesting Party means the Party requesting aid in the form of Resources from other Parties to this Agreement.

Resources means Equipment, Inventory, Supplies and Staff.

Severe Damage means damage requiring either outright replacement or major reconstruction of the Equipment and Inventory before it can be used again for its intended purpose.

Staff means the employees of the Aiding Party who are qualified, based on training and experience, and licensed as may be required by State Law and the Federal Motor Carrier Regulations, to operate the Equipment supplied.

Supplies means items necessary for operations and maintenance by a provider of solid waste services other than Equipment and Inventory, including but not limited to shovels, brooms, cones, etc.

2. Recitals

2.1 The Parties desire to enter into this Agreement pursuant to Title 11, Chapter 7, Article 3, Arizona Revised Statutes (A.R.S. §§ 11-951, *et seq.*) and the authorization of their respective legislative or other governing bodies.

2.2 The scope of this Agreement is to (1) provide procedures for the Parties to request and supply Resources for waste collection and transportation aid or other assistance for emergencies (i.e. storm response clean ups, etc.) to one another; and (2) provide the process for compensating an Aiding Party for supplying Resources to a Requesting Party.

3. Term of Agreement and Extension

3.1 This Agreement shall be in effect from the Effective Date through June 30, 2021, and if applicable, the date of any extension as set forth herein.

3.2 Any Party may terminate its participation in the Agreement at any time by indicating its intent to terminate in writing and submitting that written notification to the other Parties. A new party may join the Agreement by its governing body approving an unmodified copy of this Agreement at any time during the Term or an extension. A new Party shall, within ten (10) days of approval by its governing body, provide the other Parties with an executed signature sheet and a revised Appendix A.

3.3 The Parties may agree to extend the Term of this Agreement for one (1) additional term of five (5) years. Not later than March 1, 2021, each Party shall notify the other Parties of its desire to extend the Agreement for an additional five (5) years. The Parties that indicate a desire to extend the Term shall be the Parties to the

Agreement after June 30, 2021; Parties that do not indicate a desire to extend will be deemed to have elected to terminate their participation in the Agreement. Subsequent extensions shall require an amendment to this Agreement pursuant to Section 11 below.

4. Procedure for Requesting and Supplying Aid

4.1 A Requesting Party that needs aid or assistance in excess of or supplementing its own Resources to respond to an emergency may request aid from any Party to this Agreement. Requests for aid shall identify (1) the basis or need for Resources, (2) the Resources needed, and (3) the estimated period of time during which such mutual aid shall be required.

4.2 After a Party receives a request for aid or assistance, the Party's Authorized Designee will promptly evaluate whether it is able to supply the Requesting Party with Resources. Following that evaluation, the Authorized Designee will promptly inform the Requesting Party whether it can supply Resources to aid the Requesting Party. If the Authorized Designee fails to respond within 48 hours, the request for aid or assistance will be deemed rejected.

4.3 To the extent the Aiding Party is able to supply the Requesting Party with Resources, the Authorized Designee will promptly inform the Requesting Party of: (1) the type and quantity of Resources it can supply; (2) the approximate arrival time of those Resources; (3) any special requirements the Requesting Party will need to utilize the Resources; and (4) any variations from the reimbursement provisions of this Agreement for said Resources.

4.4 In all instances, the Aiding Party shall render such mutual aid as it is able, taking into consideration the Aiding Party's commitments and operational obligations within its own jurisdiction. The Aiding Party shall be the sole judge of what mutual aid it is able to furnish to the Requesting Party.

4.5 The Aiding Party's Authorized Designee retains the right at any time to withdraw from the Requesting Party some or all of its Resources upon 24 hours-notice to the Requesting Party's Authorized Designee.

5. Obligations as Parties

5.1 Each Party shall have its Solid Waste Department Director (or equivalent), or his/her designee, serve on an informal committee comprised of such representatives of the Parties to this Agreement. The committee shall:

5.1.1 Meet at least annually to exchange the information required under Subsection 5.2;

5.1.2 Discuss any changes that may be needed for this Agreement;

5.1.3. Identify an Authorized Designee, or the Authorized Designee's delegate from each Party, including 24-hour contact information, and maintain relatively current Resource information made available by the Party for mutual aid response. The Party's Authorized Designee shall be the contact person when a Requesting Party requires mutual aid;

5.1.4. Undertake all other responsibilities set forth in this Agreement; and

5.1.5. Conduct other actions as necessary to implement this Agreement.

5.2. In order to expedite the ability to obtain required insurance, within sixty (60) days of the Effective Date and at least annually thereafter, each Party shall send to the other Parties' designated committee members a list of its available Inventory and, for Equipment that may be made available by the Parties in implementing this Agreement, the following information:

5.2.1. Vehicle Identification Number (VIN).

5.2.2 Make/model.

5.2.3 Estimated value of the Equipment.

5.2.4 Registered owner of the Equipment.

5.2.5 Any special license or certification required to operate the Equipment.

5.2.6 Size of the trailer, if any, necessary to transport the Equipment.

5.3 The Requesting Party agrees that it will be responsible for any Minor Damage, Moderate Damage, or Severe Damage, including theft of Resources or fire damage, as well as any regular maintenance required to said Equipment and Inventory while in its care. A joint inspection will be conducted by the Requesting Party and Aiding Party at the time of pickup and drop-off of the Equipment and Inventory.

5.3.1 Any repairs for Minor Damage or Moderate Damage shall be approved by the Aiding Party prior to the start of the repair of the Equipment and Inventory.

5.3.2 Equipment and Inventory with Severe Damage must be returned to the Aiding Party for reconstruction or replacement, at the Requesting Party's cost.

5.4 Subject to Subsection 5.4.2 below, the Parties agree that only the Requesting Party's employees or the Aiding Party's employees are permitted to operate the Equipment supplied by an Aiding Party. No third parties are permitted to operate the Equipment.

5.4.1 Regardless of whether the Equipment will be operated by employees of the Requesting Party or Aiding Party, the Parties agree that the employee operating the Equipment will be qualified, based on training and experience, and licensed as may be required by State Law and the Federal Motor Carrier Regulations, to operate said Equipment.

5.4.2 Each Party shall inform the other Party if only that Party's employees may operate Equipment supplied by said Party.

5.5 Execution of this Agreement does not create a duty for any Party to provide aid or assistance to another. When a Party receives a request for assistance, the Authorized Designee will have absolute discretion to determine (1) whether Resources are available, and (2) whether to provide assistance to the Requesting Party. An Authorized Designee's decisions on the availability of Resources and whether to provide the requested assistance will be final and not subject to legal challenge.

6. Reimbursement Procedures

6.1. The Aiding Party must inform the Requesting Party of its intention to be reimbursed its Costs before supplying Resources to the Requesting Party; failure to do so shall prevent the Aiding Party from requesting reimbursement of its Costs from the Requesting Party for the time period beginning when the Resources are provided and ending on the actual date of notice of intent to be reimbursed. Notwithstanding the preceding, there is a presumption of Cost reimbursement for: (1) any Equipment provided for in excess of five (5) business days; or (2) Inventory or Supplies that are consumed through use by the Requesting Party, unless otherwise agreed between the Requesting Party and the Aiding Party in writing.

6.2 If the Aiding Party timely informs the Requesting Party of its intention to be reimbursed for its Costs for the supplied Resources, the Requesting Party shall reimburse the Aiding Party for all Costs when any mutual aid requested is supplied.

6.2.1 The Requesting Party shall reimburse the Aiding Party after receipt of an itemized invoice and documentation of all allowable costs of labor, equipment, and materials. The Parties will use equipment rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates unless otherwise agreed in advance in writing.

6.2.2 In the event the Resources to be supplied are not included in the schedule of FEMA equipment rates, the Aiding Party must provide such rates for those particular Resources in writing to the Requesting Party and the Parties must mutually agree, in writing, to those rates prior to the Resources being supplied.

6.3 While any Resources are in the care, custody and control of the Requesting Party, the Requesting Party shall be responsible for any physical damage or loss to the Resources, normal wear and tear excepted. The Requesting Party shall be solely responsible for all safety inspections of any Resources during the period of use.

6.4 Notwithstanding any other provision of this Agreement, the Requesting Party must reimburse the Aiding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable Supplies. The Aiding Party will not charge direct fees or rental charges to the Requesting Party for other Supplies and reusable items that are returned to the Aiding Party in a clean, damage-free condition. The Aiding Party and the Requesting Party will treat reusable Supplies that are returned to the Aiding Party with damage as expendable Supplies for purposes of Cost reimbursement.

6.5 The Aiding Party must provide an itemized invoice to the Requesting Party for all Costs and expenses it incurred as a result of providing assistance under this Agreement. The Aiding Party will submit the itemized invoice to the Requesting Party no later than ninety (90) days following the end of the period of assistance. The Requesting Party will pay the full amount due no later than forty-five (45) days following the invoice date. Any amount that the Requesting Party leaves unpaid after 45 days will accrue interest at the statutory annual interest rate of 10% pursuant to A.R.S. § 44-1201.

6.6 Both Requesting and the Aiding Party must provide notice to all potential disposal sites that the Equipment is being used by the Requesting Party to ensure proper billing.

7. Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims result in vicarious or derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. This indemnification shall survive termination of this Agreement or the termination of the participation of any of Party.

8. Worker's Compensation Claims

Each Party will be responsible for any injuries which may occur to its own Staff during the course of rendering mutual assistance pursuant to this Agreement. In accordance with A.R.S. § 23-1022, each Party will be deemed the primary employer and will have sole responsibility for the payment of worker's compensation benefits to its respective Staff. Each Party will comply with the notice provisions of A.R.S. § 23-1022(E).

9. Notice of Claim or Suit

A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement will provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

10. Insurance

Each Party will bear the risk of its own actions, as it does with its operations, and determine for itself what kinds of insurance, (including self-insurance), and in what amounts, it should carry. Nothing herein will act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Party may enjoy.

11. Amendment

This Agreement may be modified only by a written amendment approved by the governing body of each Party.

12. Dispute Resolution

12.1. The Parties agree that, notwithstanding the existence of a dispute between or among the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute.

12.2. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of property.

12.3. In the event of a dispute, the Parties agree to use arbitration to the extent required under A.R.S. § 12-133 and A.R.S. § 12-1518.

13. Governing Law

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

14. Severability

If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of this Agreement. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. In accordance with the provisions of A.R.S. § 41-194.01, should the Attorney General give notice to any Party that any provision of this Agreement violates state law or the Arizona Constitution, or that it may violate a state law or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from this Agreement and the Parties shall, within ten (10) days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the Parties may terminate this Agreement in accordance with the provisions hereof.

15. Headings

Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

16. E-Verify

To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 44-4401, each Party shall have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other party or subcontractor is in compliance with the warranty set forth in this provision.

17. Non-Appropriation

Notwithstanding any other provision in this Agreement, any Party may withdraw from this Agreement if for any reason the Party's governing body does not appropriate sufficient monies for the purposes of this Agreement. In such event, a withdrawing Party will have no further obligation to the other Parties other than for payment for services rendered prior to withdrawal.

18. Compliance with Laws

Each Party will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

19. Jurisdiction

Nothing in this Agreement will be construed as otherwise limiting or extending the legal jurisdiction of any Party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Party under this Agreement.

20. Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

21. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Israel

Each Party certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in A.R.S. § 35-393, of Israel.

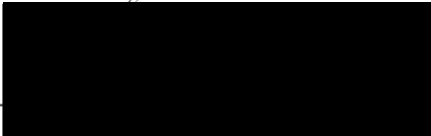
[SIGNATURES ON FOLLOWING PAGES]

Appendix A

1. City of Mesa
2. City of Avondale
3. Town of Gilbert
4. City of Glendale
5. City of Peoria
6. City of Phoenix
7. Town of Queen Creek
8. City of Scottsdale
9. City of Surprise
10. City of Tempe

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF MESA, a municipal corporation

By  _____

Title City Manager _____

Date Nov. 17, 2020 _____

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF AVONDALE, a municipal corporation

Lina Montoya

By for Charles Montoya

Title City Manager

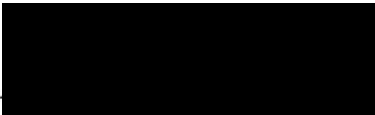
Date Feb 9, 2021

Attest: *mcarroll*



SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF GILBERT, a municipal corporation

By  _____

Title Mayor _____

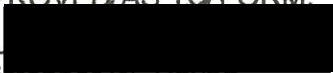
Date 4/5/2021 _____

ATTEST: 1

By:  _____

Town Clerk

APPROVED AS TO FORM:

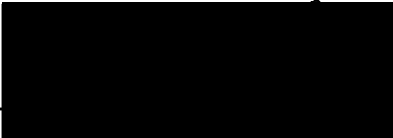
By:  _____

Christopher W. Payne

Town Attorney

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF GLENDALE, a municipal corporation

By 

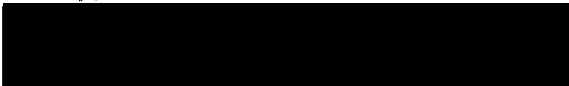
Title Assistant City Manager

Date 2/1/2021

ATTEST 


City Clerk

Approved as to form


City Attorney

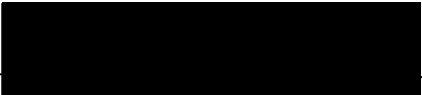
SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF PEORIA, a municipal corporation

By

Title

Date


City Manager

1-21-21

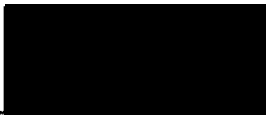
ORDINANCE S-47307

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF MESA, AVONDALE, GLENDALE, TEMPE, SCOTTSDALE, PEORIA, SURPRISE AND THE TOWNS OF QUEEN CREEK AND GILBERT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID.

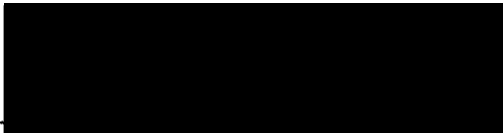
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager, or the City Manager's designee, is authorized to enter into an Intergovernmental Agreement with the cities of Mesa, Avondale, Glendale, Tempe, Scottsdale, Peoria, Surprise and the towns of Queen Creek and Gilbert for waste collection and transportation mutual aid. The term of the agreement will begin on or about July 1, 2021 through June 30, 2026.

PASSED by the City Council of the City of Phoenix this 17th day of February 2021.


MAYOR

ATTEST:


Denise Archibald, City Clerk



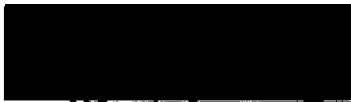
APPROVED AS TO FORM:
Cris Meyer, City Attorney

BY: 

David Benton, Chief Counsel

REVIEWED BY:





Ed Zuercher, City Manager

PJB:cz:(LF21-0078):2/17/21:2236868_1.doc

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

TOWN OF QUEEN CREEK, a municipal corporation

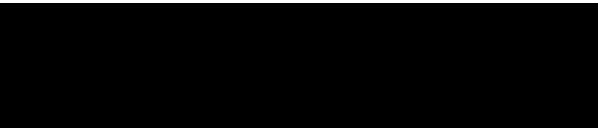
By [REDACTED]
John R. [REDACTED] Mar 30, 2021 15:10 PDT

Title Town Manager

Date Mar 30, 2021

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SCOTTSDALE, a municipal corporation

By 

Title

City Manager

Date

11/23/2020

{00376148.1}



SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

CITY OF SURPRISE, a municipal corporation

By

Title City Manager

Date 11/18/2020

SUBJECT: Extension of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment, this the 25th day of March, 2021.

CITY OF TEMPE

By 
Corey D. Woods, Mayor

ATTEST:


Carla R. Reece, City Clerk

APPROVED AS TO FORM:


Judith R. Baumann, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 1033-0521 - Amendment No. 7 to the Intergovernmental Agreement with Maricopa County Administered by the Human Services Department

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood Family Services Director, (623) 333-2711

THROUGH: Lindsey Duncan, Interim Deputy City Manager, (623)333-2011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

Public Health & Safety - Partner with key stakeholders to implement integrated community health and wellness programs

PURPOSE:

City Council will consider a request to adopt Resolution 1033-0521, approving Amendment No. 7 of the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department for the provision of the Community Action Program (CAP) services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Community Action Program (CAP) began serving residents of Avondale in 1964. Services are provided to residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for a crisis, and find themselves needing assistance when a change in the household occurs, such as a change in employment, medical emergency, divorce, caring for an aging family member or a vehicle expense.

DISCUSSION:

The Community Action Program (CAP) provides support to low income households and families in crisis with utility, rent and mortgage assistance. The service area stipulated under the contract includes: Avondale, Goodyear, Litchfield Park, unincorporated areas north to Glendale Avenue including Litchfield Park and east/south to Laveen and unincorporated areas around but not including Laveen. This is considered the West Central CAP area in Maricopa County.

Maricopa County Human Services Department (MCHSD) has updated their database which has resulted in impacting the workflow and workload requiring additional staff to be added to increase capacity to meet the community need. Additional administrative funding has been provided to account for these costs in the amount \$121,576. This amount will enable NFS to hire six additional temporary staff to assist in distributing

the CAP funds.

BUDGET IMPACT:

The total additional administrative funding provided by Maricopa County is \$121,576 to provide Crisis Case Management and Financial assistance services as part of CAP. There is no match required.

RECOMMENDATION:

Staff recommends that City Council approve an amendment to an Intergovernmental Agreement with Maricopa County Human Services Department and authorize the Mayor, city Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

RESOLUTION NO. 1033-0521

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT NO. 7 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR A GRANT AWARD TO OPERATE THE COMMUNITY ACTION PROGRAM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Amendment No. 7 to the Intergovernmental Agreement between the City of Avondale (the “City”) and Maricopa County, Arizona for a grant award to operate the City’s Community Action Program for fiscal year 2020-2021 (the “Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1033-0521

[Amendment]

See following pages.

AMENDMENT NO. 7 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

- I. Maricopa County ("County"), administered by its Human Services Department, and the City of Avondale ("Subrecipient"), entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about August 11, 2016, for the term of July 1, 2016, through June 30, 2017. The purpose of the Agreement is for the County to provide the Subrecipient with funds for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The County and the Subrecipient collectively are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about July 13, 2017, which (among other things) extended the Agreement term and provided funding for the period July 1, 2017, through June 30, 2018. The Parties fully executed Amendment No. 2 on or about July 9, 2018, which (among other things) extended the Agreement term and provided funding for the period July 1, 2018, through June 30, 2019. The Parties fully executed Amendment No. 3 on or about July 25, 2019, which (among other things) extended the Agreement term and provided funding for the period July 1, 2019, through June 30, 2020. The Parties fully executed Amendment No. 4 on or about June 24, 2020, which (among other things) extended the Agreement term and provided funding for the period July 1, 2020, through December 31, 2020. The Parties fully executed Amendment No. 5 on or about August 13, 2020, which (among other things) extended the Agreement Termination date from December 31, 2020 to June 30, 2021. The Parties fully executed Amendment No. 6 on or about February 17, 2021, which provided funding for the period January 1, 2021, through June 30, 2021.

- II. The Parties agree to enter into this Amendment No. 7 to amend the Agreement as follows:
- A. The County shall provide the Subrecipient with an increase in funding in the amount of \$121,576. The period of funding availability for these funds shall be from April 1, 2021, through June 30, 2021. The funding for this Amendment No. 7 shall be provided under the Catalog of Federal Domestic Assistance (CFDA) 21.023 Emergency Rental Assistance Program.
- B. Add to Section V (Attachments) an Emergency Rental Assistance Program Operating Budget for the period of availability, which is attached to this Amendment No. 7 and titled "Amendment No. 7 - Attachment B."
- III. The foregoing paragraph contains all the changes made by this Amendment No. 7. All other terms and conditions of the Agreement remain in full force and effect as amended by Amendment Nos. 1, 2, 3, 4, 5, and 6.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 7 on their behalf.
- V. This Amendment No. 7 shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 7:

APPROVED BY:
SUBRECIPIENT

APPROVED BY:
MARICOPA COUNTY

Mayor Date

Chairman, Board of Supervisors Date

Attested To:

Attested To:

City Clerk Date

Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 7 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 7 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the Subrecipient Date

BY: _____
Deputy County Attorney Date

AMENDMENT NO. 7 - ATTACHMENT B**Emergency Rental Assistance Program****Operating Budget**

Contract Operating Budget -County April 1, 2021, through June 30, 2021

SUBRECIPIENT: **City of Avondale**

Service: Crisis Case Management and Financial Assistance Services

Revenue Sources

County*	\$121,576
---------	-----------

Total Revenues	\$121,576
-----------------------	------------------

Budget Categories

Professional / Outside Services	\$ 88,776
Operating Services	\$ 32,800

Total Expenses	\$ 121,576
-----------------------	-------------------

CITY COUNCIL REPORT

SUBJECT: Resolution 1034-0521 – First Amendment to Intergovernmental Agreement with City of Glendale for Law Enforcement Services at State Farm Stadium

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police 623-333-7207

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1015

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1034-0521 for a First Amendment to an Intergovernmental Agreement (IGA) with the City of Glendale to provide professional law enforcement security and traffic management services at State Farm Stadium (formerly known as the University of Phoenix Stadium) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.-

BACKGROUND:

In the fall of 2006, the City of Glendale began hosting special events in their newly completed football stadium. To assist in providing security and traffic control, the City of Glendale and the City of Avondale entered into an IGA. The original agreement went into effect on January 5, 2009, with an expiration of February 15, 2012; however, a clause allowed the agreement to be renewed for an additional three years and has been renewed three times, bringing us to the current expiration of June 30, 2021.

DISCUSSION:

In preparation for the 2021/2022 football season and other special events hosted at the stadium, the City of Glendale is requesting the City of Avondale to enter into an amendment to the IGA to offer the means through which the parties intend to provide professional law enforcement security services. The security services provided are an off-duty assignment for the Avondale police officers. The agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2024.

BUDGET IMPACT:

The IGA is for off-duty assignments for police officers and does not have a financial impact or impact on staffing levels within the City of Avondale. During the events, the assigned officers shall be temporary employees for Glendale who will pay their compensation.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the City of Glendale to provide professional law enforcement security services at State Farm Stadium and authorize the necessary documents to be executed.

RESOLUTION NO. 1034-0521

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE RELATING TO PROFESSIONAL LAW ENFORCEMENT AND SECURITY SERVICES WITH RESPECT TO STATE FARM STADIUM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Amendment No. 1 to the Intergovernmental Agreement with the City of Glendale relating to professional law enforcement and security services with respect to State Farm Stadium (the “Amendment”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Amendment and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1034-0521

[AMENDMENT]

See following pages.

AMENDMENT NO. 1
INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF GLENDALE
AND
CITY OF AVONDALE
(Contract No. C18-0516)

This Amendment No. 1 (“Amendment”) to Intergovernmental Agreement C18-0516 (“Agreement”) is made this ____ day of _____, 2021, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”), and the City of Avondale (“Contractor”).

RECITALS

- A. City and Contractor previously entered into an Intergovernmental Agreement, Contract No. C18-0516, dated June 12, 2018 (“Agreement”); and
- B. The initial term of the Agreement between the parties is through June 30, 2021, with the option to renew for successive additional three (3) year periods upon mutual consent of the parties (Section 8).
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement will be extended for a three-year period from July 1, 2021 through June 30, 2024, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Name Change.** All references to “University of Phoenix Stadium in Glendale” in the Agreement shall be replaced with “State Farm Stadium in Glendale.”
- 4. **No Boycott of Israel.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court’s injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

CITY OF AVONDALE

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 1035-0521 – Intergovernmental Agreement with Litchfield Park for Police Services

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police, (623)-333-7207

THROUGH: Cherlene Penilla, Deputy City Manager, (623) 333-2214

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1035-0521, authorizing an Intergovernmental Agreement (IGA) with the City of Litchfield Park to provide law enforcement services to their community beginning on July 1, 2021 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In spring 2021, the City of Litchfield Park requested a proposal from the City of Avondale for costs and expenses to provide police services to their citizens. The City of Litchfield Park has used the Maricopa County Sheriff's Office (MCSO) for many years but requested cost information for police services supplied by the City of Avondale.

DISCUSSION:

On April 7, 2021, the Litchfield Park City Council voted to terminate the MCSO police services agreement effective on June 30, 2021. Litchfield Park Council provided direction to their staff to enter into discussions with Avondale city staff on providing police services. Avondale staff has provided detailed cost projections to the City of Litchfield Park. The cost includes uniformed police coverage for seven days a week, 24 hours a day. It includes five patrol officers, a uniformed traffic/detective officer, and a sergeant to supervise them. The IGA also covers the cost of vehicles, equipment, and overtime.

The IGA will be for a five-year initial term (July 1, 2021, through June 30, 2026) with an option for five additional one-year terms.

BUDGET IMPACT:

The IGA for police services will not result in direct costs to the City of Avondale, and the services provided will be paid for or reimbursed by the City of Litchfield Park. The reimbursable costs for the first year of police services are \$1,518,000, which have been included in the FY2022 Tentative Budget.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution approving an Intergovernmental Agreement (IGA) with the City of Litchfield Park to provide police services to their community and authorize the necessary documents to be executed.

RESOLUTION NO. 1035-0521

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK RELATING TO LAW ENFORCEMENT SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with the City of Litchfield Park relating to law enforcement services (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1035-0521

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK**

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this “Agreement”) is entered into as of May 17, 2021 between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the City of Litchfield Park, an Arizona municipal corporation (“Litchfield”). Avondale and Litchfield are sometimes collectively referred to in this Agreement as the “Parties” and each individually as a “Party.”

RECITALS

A. Litchfield has the authority and obligation, pursuant to the laws of the State of Arizona, to provide for the public health, safety, and welfare of the people and property within its corporate boundaries, including, but not limited to, police protection.

B. Litchfield has neither the trained personnel nor the facilities to provide for law enforcement services.

C. The Avondale Police Department (the “Department”) is a department of Avondale and provides law enforcement services.

D. Avondale and Litchfield are authorized, pursuant to ARIZ. REV. STAT. § 11-951 *et seq.*, to enter into intergovernmental agreements to provide contractual services, if authorized by their governing bodies.

E. Avondale and Litchfield desires to enter into this Agreement, whereby the Department will furnish law enforcement services to Litchfield.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2021 through June 30, 2026 (the “Initial Term”), unless earlier terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to five successive one-year terms (each, a “Renewal Term”) if (A) each Party deems the Agreement to be in the best interests of such Party, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 90 days prior to the end of the then-current term of the Agreement, either Party requests, in writing, to extend the Agreement for an additional one-year term and (C) each Party’s City Council approves the additional one-

year term in writing (including any cost adjustments), as evidenced by an amendment to this Agreement. Both Parties' failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that either Party may, with the agreement of the other Party, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Avondale, through the Department, will provide Law Enforcement Services, as set forth in Exhibit A attached hereto and incorporated herein by reference, to and within the corporate boundaries of Litchfield during the term of this Agreement.

3. Control of Law Enforcement Services. Avondale shall have sole authority to make all law enforcement decisions, including, but not limited to, staffing, officer assignment, management, arrest, and field procedures and policies. Litchfield shall have no right to participate in such decisions and shall not interfere with or countermand such decisions. The Parties agree that all management, control, oversight, supervision, or direction provided to Avondale's employees, agents, contractors, officers, and volunteers is solely within the authority of and the obligation of Avondale. Unless otherwise agreed upon by the Parties, Avondale shall have the sole responsibility and the sole discretion of determining the level and amount of resources, including equipment and personnel, to be provided under the obligations of this Agreement. Avondale agrees that its employees, agents, contractors, officers and volunteers will comply with all applicable laws, personnel rules, policies and procedures, certification and training while providing services under this Agreement within the corporate boundaries of Litchfield. Litchfield may request that an officer be reassigned or removed from service if it is determined that the officer is in violation of the Department policies and procedures, provided that Litchfield shall immediately contact the Avondale Chief of Police or his authorized designee to inform Avondale of such violation. In accordance with the Department's internal policies, Avondale agrees to assign a replacement officer to provide Law Enforcement Services under this Agreement if the removal is deemed appropriate by the Avondale's Police Chief or authorized designee, in his or her sole discretion.

4. Prosecution and Court Services. Other than as provided in the separate Intergovernmental Agreement dated April 2, 2020, between the Parties for joint use of the Avondale City Court and as set forth in Section 7, below, Avondale shall not provide any prosecution services or municipal court facilities, services, or personnel for Litchfield under this Agreement. During the term of this Agreement, Litchfield shall: (A) maintain its own Magistrate Court for the purposes of civil traffic citations, misdemeanor violations, parking violations, city ordinance, city code violations and petty offenses and (B) enter into or maintain its agreement with Faith, Ledyard et al for the purposes of providing for the independent prosecution of any misdemeanor citations issued by the Department in the Litchfield Park Magistrate Court.

5. Reimbursement of Law Enforcement Services.

A. Worksheet to Determine Reimbursement Amount. Litchfield agrees to reimburse Avondale for all Law Enforcement Services each fiscal year as outlined herein and as

set forth in the Avondale Police Department's Law Enforcement Reimbursement Costs and Charges Worksheet (the "Worksheet"). The Worksheet for Fiscal Year 2022 is attached hereto as Exhibit B, and incorporated herein by reference. The Worksheet will be replaced each fiscal year during the term of this Agreement.

B. Annual Review and Revision of Costs. The reimbursement costs for this Agreement are reviewed and revised annually in response to actual changes in costs, e.g. average hourly pay rates, special pay, employer benefits costs and mileage charges. By February 20th of each year within the Initial Term and each Renewal Term, if any, Avondale will provide Litchfield with an updated Worksheet, stating costs and charges for the coming fiscal year. Unforeseeable and unavoidable cost increases effective with the coming fiscal year but unknown at the time of the February 20th issuance of the Worksheet, such as changes in retirement contribution rates, may only be passed through to the Litchfield pursuant to an amendment to this Agreement.

C. Explanation of Costs. The Worksheet shall be beat driven and prepared with the following sections:

1. Personnel Services. Including all salaries and benefits incurred by Avondale for the Law Enforcement Services

2. Vehicle Charges. Litchfield shall have the option to purchase vehicles for use under this Agreement. If Litchfield exercises the option to purchase vehicles, Litchfield shall be responsible for the maintenance and repair costs. If Litchfield utilizes Avondale vehicles the following shall charges apply.

(i) The number of miles driven will be used to determine charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.

(ii) The number of miles driven will be estimated and will be used to determine charges for new additions to fleet resulting from new service initiation and pursuant to an amendment to this Agreement for increases in service.

(iii) Vehicle depreciation and vehicle equipment charges allow timely replacement of patrol vehicles using the Avondale's vehicle replacement plan.

(iv) Maintenance of vehicles is the responsibility of the Avondale, however Litchfield shall reimburse Avondale for related cost as set forth in a separate agreement.

3. Other Equipment and One Time Cost Reimbursement.

(i) Litchfield will be required to fund one-time reimbursement costs to equip officers upon initiation of Law Enforcement Services and for officers added to service pursuant to an amendment to this Agreement. These one-time cost items include radios, laptop computers or mobile data terminals, tasers, bulletproof vests and cell phones.

(ii) Litchfield may be required to fund replacement of equipment used to provide the Law Enforcement Services under this Agreement.

(iii) All one-time equipment items and replacement items regardless of funding source, shall be property of Litchfield, and Avondale shall have the option to purchase any of the one-time equipment subject to a negotiated price between the two parties.

D. Indirect Cost Recovery. Litchfield shall pay Avondale for indirect costs (administrative overhead) as set forth in the Worksheet, attached hereto as Exhibit B.

E. Explanation of Excessive Increase. If the next fiscal year's amount is determined to be more than three percent (3%) higher than the total amount due under the then current fiscal year of this Agreement, Avondale will provide Litchfield with a letter of explanation outlining the required increase in costs.

6. Compensation; Payments.

A. For Fiscal Year 2022, Litchfield shall pay Avondale \$1,518,000.00, subject to any increases for Avondale approved pay adjustments, for Law Enforcement Services for year one services and equipment, as set forth in the Worksheet attached hereto as Exhibit B and incorporated herein by reference, which amount includes the payment set forth in Subsection 6(B) below. For Fiscal Year 2023, Litchfield shall pay Avondale \$1,269,600, subject to any increases for Avondale approved pay adjustments, for Law Enforcement Services, as set forth in the Worksheet attached hereto as Exhibit B. Payments for Law Enforcement Services for each fiscal year of this Agreement shall be made in quarterly installments. Payment must be received 30 days before July 30, October 30, January 30 and April 30. For the remaining fiscal years during the Initial Term and for any Renewal Terms, the compensation amount shall be as set forth in the then-current worksheet as agreed upon by the Parties.

B. Within 30 days of the date first set forth above, Litchfield shall pay to Avondale a one-time payment in the amount of \$221,100.00, as set forth in the Worksheet, attached hereto as Exhibit B, which is 14.5% of the amount set forth in Section 6(A) above and which represents the approximate amount of equipment costs required for Fiscal Year 2022. For fiscal year 2022 Litchfield shall pay to Avondale \$324,250 for quarterly payments as shown in section 6a. These payments are in addition to the \$221,000 as shown in section 6B.

C. Payment for increases (or decreases) in Law Enforcement Services shall be authorized through an amendment to this Agreement and shall be applied to regular quarterly payments unless otherwise specified by such amendment.

D. If applicable, payment to reimburse the initial purchase of one-time items described in the Worksheet attached hereto as Exhibit B, shall be billed separately as one-time reimbursements.

E. Failure to make any payment required under this Section 6 shall be deemed a breach of this Agreement and shall be grounds for immediate termination of this Agreement by Avondale, subject to the provisions of Subsection 12(B) below.

7. Cost of Incarceration; Administrative Services. Litchfield Park shall be financially responsible for the incarceration of prisoners arrested by Avondale in the performance of this Agreement. Avondale agrees to make available the Avondale City Court Judge to administer the initial court appearances for each of Litchfield prisoners charged with misdemeanor offenses (the “Administrative Services”). The Litchfield City Court Judge shall have first right of refusal to administer initial court appearances for Litchfield prisoners charged with misdemeanor offenses. Any and all fees assessed by the Litchfield City Court Judge shall be paid by Litchfield to the Litchfield Court Judge. The Parties agree that Administrative Services will be administered for the Litchfield prisoners on the same basis that the Avondale City Court Judge administers initial court appearances for each of the Avondale prisoners charged with misdemeanors offenses, as needed. For Fiscal Year 2022, Litchfield shall pay Avondale a rate of \$180 per appearance for the Administrative Services set forth in this Section 7, which amount may be assessed as part of the fine imposed upon those prisoners charged and convicted of such offenses. Avondale will bill Litchfield quarterly for the Administrative Services. Avondale and Litchfield shall review the Administrative Services annual to determine if a rate adjustment is necessary.

8. Litchfield Park Police Work Area. Litchfield shall provide designated space at the Litchfield City Hall for use by the Department in the performance of the Law Enforcement Services.

9. Budget. Subject to Subsection 12(D) below, each Party shall provide for its own financial obligations under this Agreement through its annual budget process or by separate resolution as allowed by law and as deemed appropriate by its City Council. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

10. Establishment of Service Priorities.

A. Coordination. Litchfield shall cooperate with Avondale in the performance of Avondale’s obligations under this Agreement. The Litchfield City Manager or authorized designee is responsible for coordinating Law Enforcement Services within Litchfield as well as conveying the desires of the Litchfield City Council to the Avondale Chief of Police or his designee.

B. Setting Priorities. A Department Patrol Lieutenant and the Litchfield City Manager or authorized designee shall meet at least once monthly to establish priorities for the delivery of Law Enforcement Services as desired by Litchfield. Priorities shall be communicated through the appropriate Department chain of command to the patrol units providing Law Enforcement Services within Litchfield. The Litchfield City Manager and the Department Lieutenant shall meet as often as necessary on other occasions to ensure the highest quality overall provision of Law Enforcement Services to Litchfield.

C. Criminal Activity Increases. If Department, acting through the Patrol Lieutenant in consultation with the Litchfield City Manager, observes that criminal activity is dramatically increasing in Litchfield, the Department will temporarily deploy support units as deemed reasonably necessary to suppress such activity. Increases and decreases in supplemental service will be supported by relevant crime data. Short term deployments of additional resources will use budgeted money per this Agreement. Longer term deployments will be subject to cost reimbursement pursuant to an amendment to this Agreement.

11. Documents and Records. The Parties agree to maintain and furnish to each other such records, reports and documents pertaining to the Law Enforcement Services provided pursuant to this Agreement as may be required by applicable federal, state and local laws, rules, and regulations.

12. Termination.

A. Without Cause. Either party may terminate this Agreement upon 180 days' written notice to the other Party.

B. For Cause. In the event of a breach of any of the provisions of this Agreement, either party may terminate this Agreement for cause. The non-breaching party shall serve written notice to the other party specifically setting forth the nature of the breach. If said breach has not been resolved within 60 days after receipt of notice, then the non-breaching party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity, including without limitation, the remedy of specific performance. Both parties shall perform their respective obligations up to the date of termination.

C. Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

D. Agreement Subject to Appropriation. Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriation of funds. Should either Party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Parties shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Party. The Parties hereby waives any and all rights to bring any claim against

the each other from or relating in any way to the either Party's termination of this Agreement pursuant to this section.

13. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insured program may fulfill this insurance requirement. The Parties to this Agreement shall exchange certificates of insurance or self-insurance.

A. General:

1. Additional Insured: Avondale's insurance coverage and self-insured retention or deductible portions, except workers' compensation insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Law Enforcement Services included in this Agreement, Litchfield, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

2. Coverage Term: All insurance required herein shall be maintained in full force and effect until all Law Enforcement Services required to be performed under the terms of this Agreement are satisfactorily performed.

3. Primary Insurance: Avondale's insurance shall be primary insurance with respect to performance of the Law Enforcement Services included in this Agreement and in the protection of Litchfield as an Additional Insured.

4. Policy Deductibles and or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Litchfield. Avondale shall be solely responsible for any such deductible or self-insured retention amount.

B. Required Insurance Coverage:

1. Public Entity Liability: Avondale shall maintain public entity liability coverage for bodily injury and property damage with an unimpaired limit of not less than \$5,000,000 for each occurrence; no aggregate limit. The policy shall cover liability arising from premises/operations and personal injury.

2. Automobile Liability: Avondale shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 combined single limit each occurrence on Avondale's owned, hired and non-owned automobiles assigned to or used in the performance of the Law Enforcement Services under this Agreement.

3. Workers' Compensation Insurance: Avondale shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

C. Cancellation, Material Changes and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to Litchfield.

D. Limitation on Insured Liability. Avondale shall only be liable for such claims, losses, damages or injuries that result from negligent actions or misconduct related to Law Enforcement Services by Avondale as contemplated by this Agreement.

14 Indemnification.

A. Mutual Indemnification; Joint Defense. To the extent permitted by law, Litchfield shall hold harmless Avondale, its Councilmembers, officers, employees, agents, and attorneys, and Avondale shall hold harmless Litchfield, its Councilmembers, officers, employees, agents, and attorneys, from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, out of the exercise of this Agreement. Except for Paragraph 3 above, Avondale is not in any way liable to Litchfield or to any other person, firm, or corporation for the determination to supply or not to supply, or to limit the amount of Law Enforcement Services supplied under this Agreement. In proceeding to and returning from the territory of Litchfield and while providing services under this Agreement, Avondale and all of its agents, employees, contractors and volunteers shall be considered to be an independent contractor for all purposes and not under the direction and control of Litchfield or any of its Council members, employees, contractors or agents. The amount and type of insurance coverage secured by the indemnifying party shall in no way be construed as limiting the scope of the indemnity in this Section.

B. Indemnification for Avondale Police Department Actions. Avondale shall indemnify Litchfield Park, for any suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature brought against Litchfield as a result of any act or omission of the Department which is caused or alleged to have been caused by the negligence or misconduct or intentional act of the Department in the performance of the Law Enforcement Services directly related to this Agreement. Avondale shall pay, on behalf of Litchfield, all judgments, fines, penalties, interest on judgments, fines and penalties, or costs, including attorney's fees, court costs, expert witness fees and discovery costs, associated with a claim brought hereunder. This indemnification obligation shall survive the termination or expiration of this Agreement.

C. Joint Defense and Settlement. The Parties have certain substantially similar interests and recognize that allegations may be asserted against them relating to actions pursuant to this Agreement. In the event of litigation against either party under this Agreement, the parties agree to enter into a Joint Defense Agreement governing the exchange of information and communications between the parties in such litigation. The Parties agree prior to either party entering into negotiations for a settlement of any litigation arising under this Agreement, the party shall advise the other party of its intent to enter into such settlement negotiations not less than ten

(10) days prior to such settlement negotiations and to the extent such terms are a public record subject to disclosure, the terms and conditions of such settlement. For purposes of this provision, settlement negotiations include but are not limited to formal or informal mediation, negotiations between the party and/or their counsel and formal settlement conferences through a court proceeding. Nothing in this provision shall be construed to minimize or restrict the rights of either party to indemnification in accordance with the terms of this Agreement.

15 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other, except as provided in Subsection 15(H). Avondale acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Litchfield. Neither party is prohibited from entering into other contracts on the same subject matter as this Agreement. Avondale and Litchfield do not intend to nor will they combine business operations under this Agreement.

B. Entire Agreement; Amendments. This written instrument constitutes the entire agreement between the parties hereto and all prior agreements related to the same subject matter, written or oral, are merged with this Agreement, except as otherwise herein provided. This Agreement may be modified only by a written amendment approved by the Parties' respective City Councils and signed by persons duly authorized to enter into contracts on behalf of Avondale and Litchfield. Any attempt at oral modification of this Agreement shall be void and of no effect.

C. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

D. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

E. Other Acts. The parties agree to execute, acknowledge, and deliver such other documents and instruments and perform such other acts as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.

F. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

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

H. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

I. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

J. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by any party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of any party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the acceptance of services, shall not release the other party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right to insist upon the strict performance of this Agreement.

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

If to Avondale: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona, 85323
 Attn: Dale Nannenga, Chief of Police

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona, 85323
 Attn: Charles A. Montoya, City Manager

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

If to Litchfield Park: City of Litchfield Park
214 West Wigwam Boulevard
Litchfield Park, Arizona 85340
Attn: Honorable Thomas L. Schoaf, Mayor

With copies to: City of Litchfield Park
214 West Wigwam Boulevard
Litchfield Park, Arizona 85340
Attn: Matthew Williams, City Manager

GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Joseph D. Estes, Esq.

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

L. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Avondale warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A).

M. Israel. The Parties certify that neither is currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

[SIGNATURES ON FOLLOWING PAGES]

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

FOR CITY OF AVONDALE:

FOR CITY OF LITCHFIELD PARK:

Kenneth N. Weise, Mayor

Thomas L. Schoaf, Mayor

ATTEST:

Marcella Carrillo, City Clerk

Terri Roth, City Clerk

APPROVAL AS TO FORM:

The respective attorneys for the City of Avondale and the City of Litchfield Park have reviewed this Agreement and approved it as to form and have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

Joseph Estes
Gust Rosenfeld, PLC, City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK

[Scope of Work]

See following pages.

SCOPE OF WORK

Law Enforcement Services shall include:

1. Responsive police and dispatch services. Response call for service will be provided twenty-four (24) hours per day, seven (7) days a week. Emergency priority calls will be handled by following the Avondale Police Department Communication protocol in dispatching and responding to these types of calls.
2. Traffic enforcement and accident investigations
3. Enforcement Support, including specialized response (canine, bomb, squad, S.W.A.T, and volunteer coordination).
4. Investigations of alleged crimes.
5. Community crime prevention and awareness programs and activities, including vacation watch, and Litchfield's Block Watch Program.
6. Property and evidence safekeeping
7. Court security, as needed.
8. Assistance with enforcement of Litchfield ordinances.
9. To the extent possible, inform the Litchfield Public Works Director of any flooding/weather-related traffic problems and other conditions that may pose a risk management or safety threat as it pertains to the Litchfield Park property, observed an officer on patrol.

Law Enforcement Services shall not include:

1. Prosecution services, except initial appearances as set forth in Section 7.
2. Court services, except as set forth in Section 4 and 7.
3. Jail costs. Any and all jail cost will be paid by Litchfield Park to Avondale or the Maricopa County Sheriff's Office, depending on the location of incarceration. Avondale will utilize its jail facilities for short term stays of less than 48 hours.
4. Service of civil documents. Civil papers, including subpoenas issued by the Litchfield Park Magistrate Court, will not be served by Avondale. Litchfield will make other arrangements for such service.
5. Zoning and code enforcement, except where available information indicates that a threat to human health or safety exists and that immediate action is required. In such

circumstances, law enforcement may, at their discretion, cite a code enforcement violation as a criminal misdemeanor. Litchfield shall be required to authorize the issuance of a criminal citation for a zoning or code violation and shall bear all liability arising out of or related to law enforcement activities related to zoning or code enforcement.

6. Animal control services, except where available information indicates that a threat to human health or safety exists and/or that criminal activity is underway.

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF LITCHFIELD PARK

[Worksheet]

See following page.

City of Litchfield Park
Avondale Police Department
Law Enforcement Reimbursement Cost and Charges
FY 2022
(July 1, 2021 through June 30, 2022)

Part 1. Personnel Services¹

Salaries & Benefits

Position	FTEs	Hourly Rate	Variable Benefits	Hourly Plus Variable	Fixed Benefits	Overtime	Annualized	Year 1	Year 2
Sergeant	1	\$ 45.53	39.70%	\$ 63.61	\$ 16,800		15,000 \$ 164,099	\$ 164,099	\$ 164,099
Officer	5	\$ 33.65	41%	\$ 47.45	\$ 15,800		10,000 \$ 622,444	\$ 622,444	\$ 622,444
Detective/SRO/Traffic	1	\$ 33.65	41%	\$ 47.45	\$ 15,800		10,000 \$ 124,496	\$ 124,496	\$ 124,496
Sub Total Salary and Benefits							\$ 911,039	\$ 911,039	\$ 911,039

Staffing Allocation Factor

24 hour/7 day post

Specialty Pay	Eligible FTE	Cost	Shift Differential	Eligible FTE	Cost	Total	Year 1	Year 2
Holiday No Bank	7	\$ 30,649	2nd Shift Differential	3	\$ 764	\$ 31,413	\$ 31,413	\$ 31,413
Holiday Differential	4	\$ 15,183	3rd Shift Differential	2	\$ 910	\$ 16,093	\$ 16,093	\$ 16,093
Detective 5%	1	\$ 3,500				\$ 3,500	\$ 3,500	\$ 3,500
Sub Total Staffing Allocation Factor						\$ 51,006	\$ 51,006	\$ 51,006

Overtime Coverage²

Position	Staff	Sick Hrs	Vacation Hrs	Other Hrs	Rate	OT Rate @ 1.5	Total PS	Year 1	Year 2
Sergeant	1	96.2	140.12	10	\$ 63.61		95.41 \$ 23,500.93	\$ 23,500.93	\$ 23,500.93
Officer	6	96.2	140.12	10	\$ 47.45		71.17 \$ 105,183.20	\$ 105,183.20	\$ 105,183.20
Sub Total Overtime Coverage	7	192.4	280.24	20	111.05		166.58 \$ 128,684.12	\$ 128,684.12	\$ 128,684.12

Total Personal Services

							\$ 1,090,700.00	\$ 1,090,700.00	\$ 1,090,700.00
--	--	--	--	--	--	--	-----------------	-----------------	-----------------

Part 2. Equipment³

One Time Equipment	Eligible FTE	Cost	On-going Equipment	Eligible FTE	Cost	Year 1	Year 2
Laptop and mount	7	\$ 35,000	Cell/netmotion/office365	7	\$ 9,100	\$ 44,100	\$ 9,100
Body Camera	7	\$ 10,500	Evidence.com	7	\$ 10,500	\$ 21,000	\$ 10,500
Car/Handheld Radio	4 and 7	\$ 86,000	Meraki/aircard/token	7	\$ 5,600	\$ 91,600	\$ 5,600
Other supplies	7	\$ 14,000	Office supplies	7	\$ 3,500	\$ 17,500	\$ 3,500
Firearm/taser	7	\$ 17,500	Training	7	\$ 10,500	\$ 28,000	\$ 10,500
Ballistic Vests	7	\$ 8,400	Uniform	7	\$ 10,500	\$ 18,900	\$ 10,500
Total One-time Equipment		\$ 171,400	Sub Total On-going Equipment		\$ 49,700	\$ 221,100	\$ 49,700

Part 3a. Vehicles based on Mileage⁴

Use	Per Mile Rate	Hours	Staff	vehicles	Miles/Hr	Costs	Year 1	Year 2
First 10 months (while vehicles on order)	0.80	2,080	7	3/4	10	77,000	\$ 77,000	
Avondale vehicle use during OT coverage	0.80	1,724			10	\$ 13,800	\$ 13,800	\$ 13,800
Total Vehicles Based On Mileage						\$ 90,800	\$ 90,800	\$ 13,800

***Part 3b. Vehicles based on Purchase⁵**

Vehicles	3 Vehicles	Vehicles	Fuel/Maint for 4 Vehicles
3	\$ 182,400	4	\$ 31,600
Total One-time Equipment	\$182,400 (Year 1)	Total On-going Equipment	\$31,600 (Year 2)

Total PS, Equipment, Overtime, and Vehicles			1,402,600.00	1,154,200.00
---	--	--	--------------	--------------

Indirect Cost Rate	10%	115,400.00	115,400.00
--------------------	-----	------------	------------

Grand Total			1,518,000.00	1,269,600.00
-------------	--	--	--------------	--------------

- Salaries and benefits calculations are based on FY2021 pay rates. FY2022 and FY2023 actual costs will include Council approved pay adjustments.
- Overtime Coverage calculation assumes staff will take accrued leave, requiring backfilling with overtime.
- Replacement of onetime equipment will be charged at time of replacement.
- Assumes Litchfield Park assumes responsibility for purchasing vehicles and covering maintenance and fuel costs directly.
- Vehicle purchases are not included in the total cost for year one or year two, and this cost assumes that vehicles are purchased through the Avondale procurement process. Ongoing costs for regular maintenance and gas is included, however, significant repairs after the warranty expiration or any damages sustained in an accident are not calculated in the cost.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2023-0521 - Dedicating an Irrigation Easement to Salt River Project at 119th Avenue and Corporate Drive

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director, (623) 333-4011

THROUGH: Lindsey Duncan, Interim Deputy City Manager (623) 333-1011

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

The approval of this agenda item will help maintain and expand quality infrastructure.

PURPOSE:

City Council will consider a request to adopt Ordinance 2023-0521 dedicating an Irrigation Easement to Salt River Project (SRP) in the 119th Avenue right-of-way at the intersection of Corporate Drive, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Westcore Realty CG Avondale, LLC is building a new warehouse facility at the northwest corner of 119th Avenue and Corporate Drive. As a part of this project, half street improvements must be constructed in 119th Avenue and Corporate Drive, which will require the existing SRP tailwater irrigation open channel to be relocated and piped.

DISCUSSION:

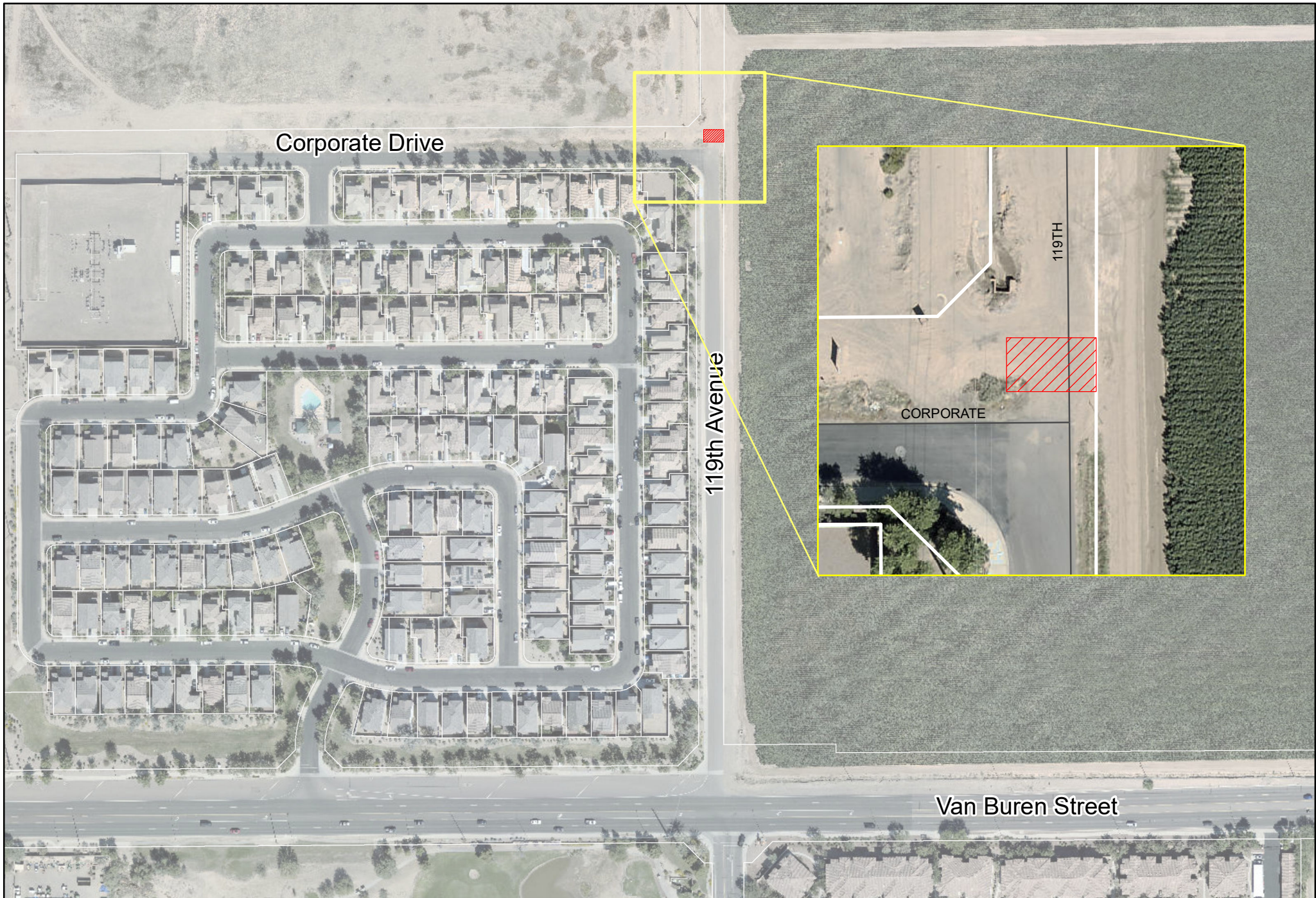
The dedication of this irrigation easement to SRP is necessary to install a pipeline to convey tailwater from adjacent farm fields back into SRP's system. The easement will be located inside existing public right-of-way (Exhibit A). SRP will operate and maintain the pipeline.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance dedicating an Irrigation Easement to Salt River Project at 119th Avenue and Corporate Drive and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.



IRRIGATION EASEMENT TO BE DEDICATED TO SALT RIVER PROJECT

ORDINANCE NO. 2023-0521

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, GRANTING AN EASEMENT TO SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference, through, over, under and across certain real property generally located along 119th Avenue, north of Corporate Drive, as described in the easement form attached hereto as part of Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
May 17, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2023-0521

[SRP Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
Parcel # 119th Ave and Corporate Dr
SW ¼, SEC. 01, T01N, R01W

Agt. PJH
Job # LJ76961
W _____ C _____
R/W#:1319

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF AVONDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

SRP Proprietary-General Use

EXHIBIT A

LEGAL DESCRIPTION FOR
AVONDALE 50
SRP EASEMENT

AN EASEMENT OVER A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1, FROM WHICH THE CENTER OF SAID SECTION 1, BEARS NORTH 00 DEGREES 02 MINUTES 19 SECONDS EAST, A DISTANCE OF 2646.62 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1,117.03 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST LINE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 28.69 FEET TO A POINT ON THE EAST LINE OF THE EXISTING IRRIGATION EASEMENT, AS RECORDED IN DOCUMENT NUMBER 2006-0526391, MARICOPA COUNTY RECORDS, ARIZONA;

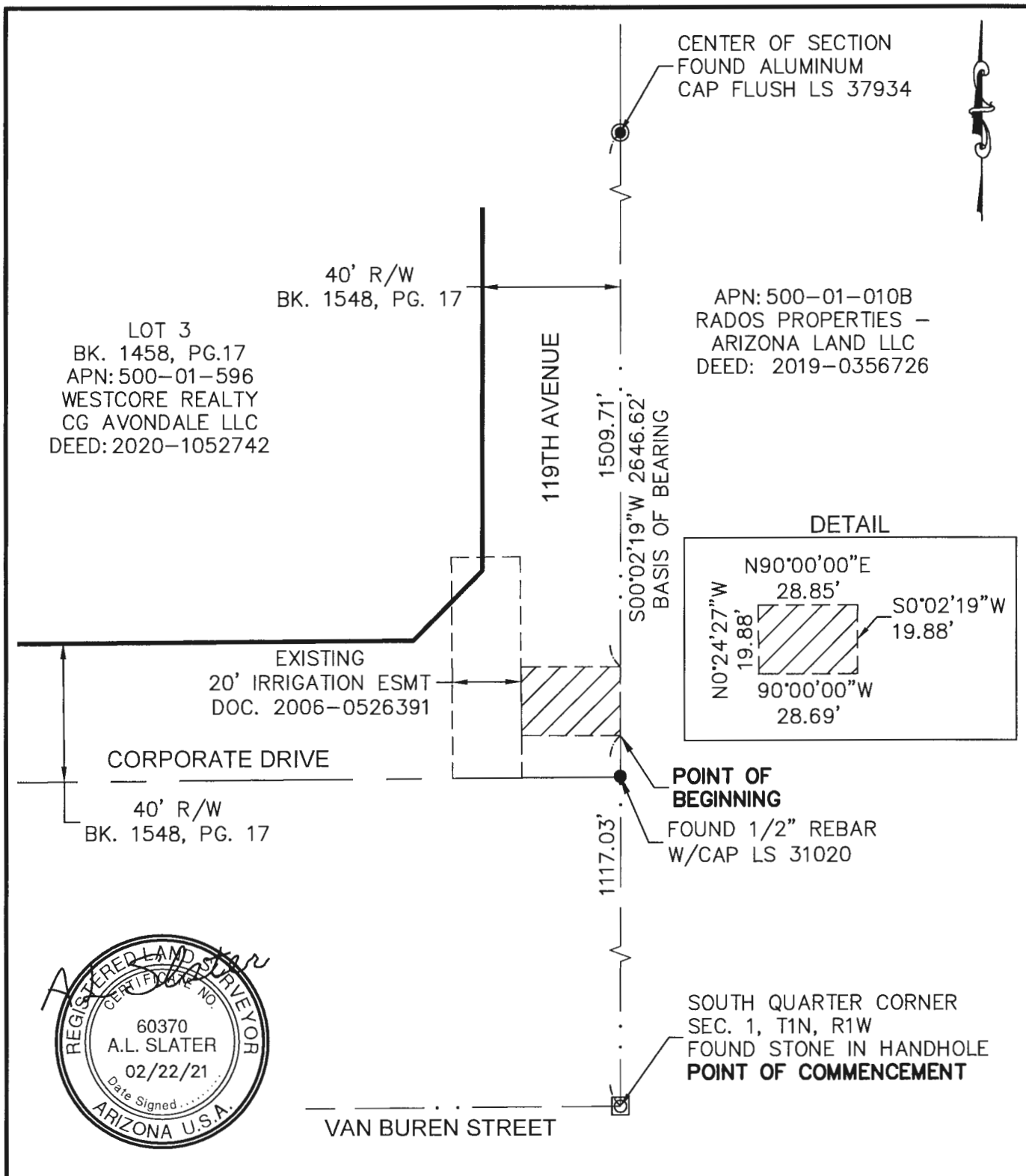
THENCE NORTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 19.88 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE SOUTH 00 DEGREES 02 MINUTES 19 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 19.88 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 572 SQUARE FEET OR 0.013 ACRES, MORE OR LESS.





SIG
SURVEY INNOVATION
GROUP, INC

AVONDALE 50
SRP EASEMENT
AVONDALE, ARIZONA

Ph (480) 922 0780 *Land Surveying Services* Fx (480) 922 0781
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

JOB #19-091	DWG: NEW-EXHIBITS	DATE 02/22/21
SCALE: 1"=40'	DRAWN: TS	CHK: JAS
		SHEET 1 OF 1

EXHIBIT B

(PAGE 1 OF 2)

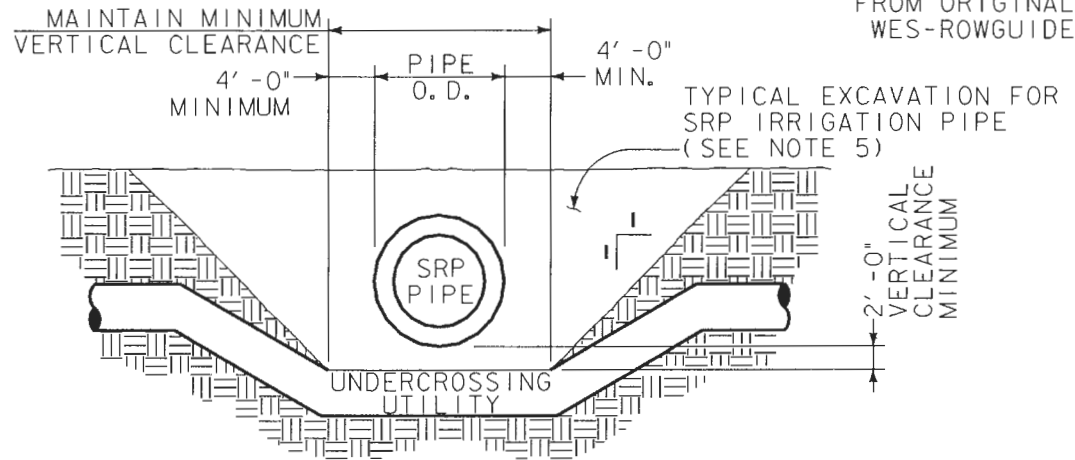
REV
NO.

DATE

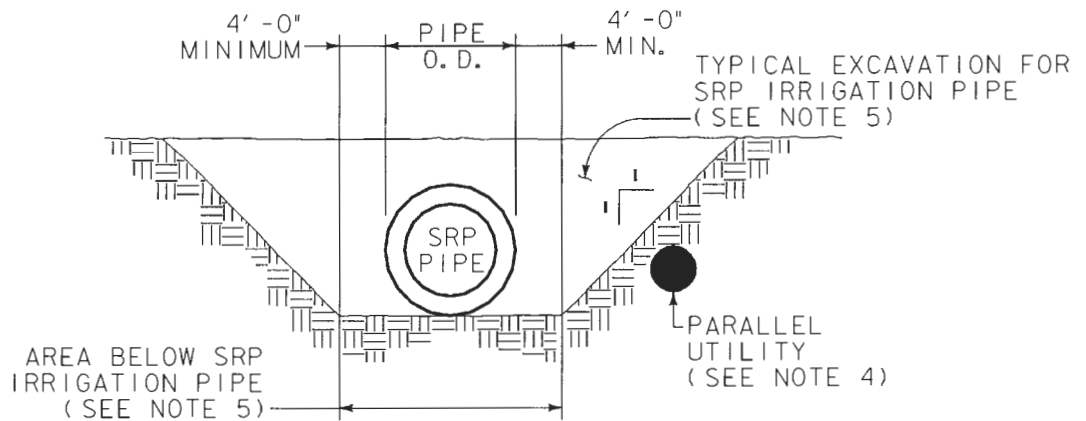
6

12/05/18

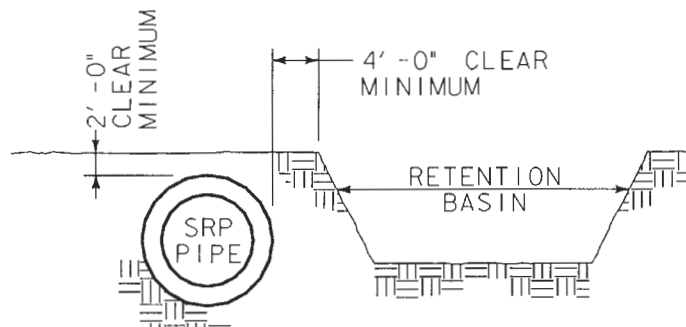
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINE - UNDERCROSSING



PIPELINE - PARALLEL UTILITY



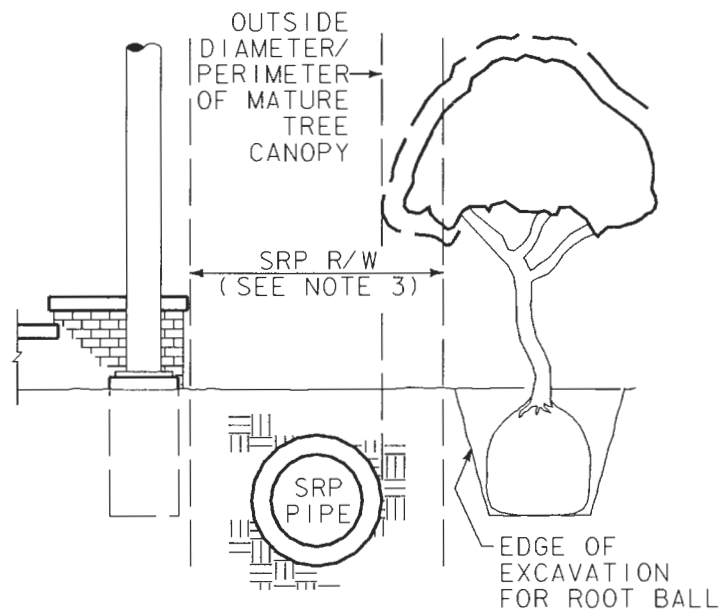
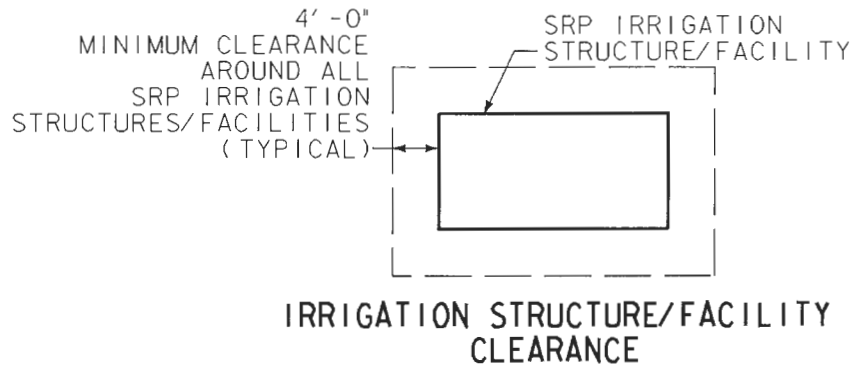
PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
6	12/05/18

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATED PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE, OR 4'-0" BEYOND SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE, WHICHEVER IS GREATER. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE SIDE EXCAVATION INCLUDES AREA ABOVE A LINE EXTENDING UPWARD AND OUTWARD AT A ONE-TO-ONE SLOPE FROM A POINT LEVEL WITH THE BOTTOM OF AND 4'-0" BEYOND THE SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.

CITY COUNCIL REPORT

SUBJECT: Memorandum of Understanding With Flock Group, Inc

MEETING DATE: 5/17/2021

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police (623)-333-7207

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-2214

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
-

PURPOSE:

City Council will consider a request to approve a Memorandum of Understanding (MOU) with the Flock Group, Inc. to grant access to the Avondale Police Department of Flock's technology platform and Flock Safety dashboard for investigative purposes, in order to view and search photos and videos recorded by Flock devices located throughout the City of Litchfield Park and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale is entering into an Intergovernmental Agreement (IGA) with the City of Litchfield for the purpose of providing police services. Currently, the City of Litchfield Park is under contract with the Flock Group which supplies 32 Flock Falcon automatic license plate detection cameras. The data collected by these cameras is made available to law enforcement via this MOU for the purpose of conducting investigations.

DISCUSSION:

This MOU, will grant access to Flock Group technology only to authorized users of the Avondale Police Department. Authorized users will be limited to Avondale employees assigned to the Litchfield Park police detail.

BUDGET IMPACT:

The MOU is strictly for the purpose of granting access to Flock's technology platform. Any associated cost for the services provided by the Flock Group are covered by the City of Litchfield Park.

RECOMMENDATION:

Staff recommends that the City Council approve an MOU between the City of Avondale and Flock Group in order for the Avondale Police Department personnel assigned to the Litchfield Park to have access to Flock's technology platform and Flock Safety dashboard for investigative purposes.

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and Avondale Police Department with a place of business at 11485 W. Civic Center Dr. Avondale AZ. 85323 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search photos and videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such photos, videos and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).

2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality

or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. Ownership. As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

5. Warranty. Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.

6. Financial Implications to Agency. No financial commitment by Agency is required to access the Flock Services or Recordings.

7. Term; Termination.

A. Term. This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

B. Termination. Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon

termination of this MOU, Agency will immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

8. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

9. Limitation of Liability.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality.

A. Obligations. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or

the Freedom of Information Act shall not be considered a breach of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

11. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

12. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

13. Miscellaneous. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

Flock Group Inc

Agency Name:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: