City of Avondale

City Council Meeting

Monday, May 16, 2022

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Curtis Nielson, Council Member | Mike Pineda, Council Member

Gloria Solorio, Council Member

Administration

Cherlene Penilla, Acting City Manager | Tracy Stevens, Deputy City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323

City Council Meeting
Notice & Agenda
Monday, May 16, 2022

CITY COUNCIL CHAMBERS | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323

SPECIAL MEETING
5:30 PM

CALL TO ORDER BY MAYOR

1. **ROLL CALL BY THE CITY CLERK**

2. **PROCLAMATION - NATIONAL PUBLIC WORKS WEEK**
   The City Council will present a proclamation recognizing May 15 through May 21, 2022, as National Public Works Week. This item is for discussion only.

3. **MAYOR MARIE LOPEZ ROGERS SCHOLARSHIP ART CONTEST RECOGNITION**
   The City Council will receive an update from staff regarding the Mayor Marie Lopez Rogers Scholarship Art Contest. This item is for discussion only.

4. **MORALE BOOSTER ADVISORY (MBA) COMMITTEE UPDATE**
   The City Council will receive an update from staff regarding the Morale Booster Advisory (MBA) Committee. This item is for discussion only.

5. **ADJOURNMENT**

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

REGULAR MEETING
6:00 PM

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 (Time is limited per person. Please state your name.)

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.

a. MINUTES

City Council will consider a request to approve the April 4, 2022 City Council meeting minutes. The Council will take appropriate action.

b. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - LAMS MARKET

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Max Phat Lam for the sale of alcohol at Lams Market located at 11575 West Van Buren Street in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. SERIES 12 (RESTAURANT) LIQUOR LICENSE - THE SPOT IN AVONDALE

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Letitia Torres for the sale of alcohol at The Spot in Avondale located at 214 East Western Avenue in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

d. BUDGET AMENDMENT - FUND TRANSFERS

City Council will consider a request to amend the Fiscal Year 2022 budget and authorize interfund transfers to facilitate the closure of various funds that are no longer needed, correct historical coding errors, and prepare for the close of the fiscal year and corresponding debt service payments and authorize staff to execute the necessary documents. The Council will take appropriate action.

e. AWARD AUTHORITY AMENDMENT FOR THE SOUTHWEST FAMILY ADVOCACY CENTER LEASE

City Council will consider a request to amend the Administrative Award Authority for the Family Advocacy Center building lease for FY2021-2022 and authorize the Mayor, or Acting City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. AWARD AUTHORITY AMENDMENT FOR BANKING SERVICE FEES

City Council will consider a request to amend the Administrative Award Authority for banking service fees for FY2021-2022 and authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ACCEPTANCE OF ADDITIONAL PROP 302 REVENUE

City Council will consider a request to increase the Prop 302 Tourism Fund 22745001-61900 in the amount of $48,000 and authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. PROFESSIONAL SERVICES TASK ORDERS FOR WELL 25 REHABILITATION AND WELL 26 REPLACEMENT

City Council will consider a request to approve an amendment for Task Orders 7 and 8 to the Professional Services Agreement with Carollo Engineers, Inc. for design and inspection services for the Well 25 Rehabilitation and Well 26 Replacement Projects in advance of the FY2023 Budget award, using realized operational savings in the amount of $205,726, create the necessary budget transfers, and authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. STARBUCKS – AVONDALE GATEWAY RE-PLAT – APPLICATION PL-22-0013

City Council will consider a request by George Morgan III, SDC III-AZ, LLC, for approval of a Re-Plat. The proposed Re-Plat divides a 1.52-acre subject property into two (2) parcels. The site is located at the northeast corner of Avondale Boulevard and Hilton Drive. The Council will take appropriate action.

j. FIRST AMENDMENT TO CONTRACT FOR SERVICES AND AMENDMENT TO LEASE AGREEMENT- AREA AGENCY ON AGING FISCAL YEAR 2021-2022

City Council will consider a request to: (a) approve an amendment to the current contract with Area Agency on Aging (AAA) for fiscal year 2021-2022 to receive additional funding in the amount of $10,000 for the Congregate Meal Program; (b) amend the current lease agreement with Area Agency on Aging (AAA) for fiscal year 2021-2022 to receive an additional 12 passenger vehicle in exchange for $1 lease fee; and (c) authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 1032-0522 - AMENDMENT NO. 9 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ADMINISTERED BY THE HUMAN SERVICES DEPARTMENT

City Council will consider a request to adopt Resolution 1032-0522, approving Amendment No. 9 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 Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 1033-0522 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT SERVICES

City Council will consider a request to adopt Resolution 1033-0522 - an Intergovernmental Agreement (IGA) with the Maricopa County, Human Services Department, Workforce Development Division for the provision of workforce development services provided by the Workforce Development Coordinator and Youth Workforce Advisor 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 1034-0522- FIRST AMENDMENT TO THE FUNDING AGREEMENT WITH MARICOPA COMMUNITY COLLEGE DISTRICT FOUNDATION FOR THE AVONDALE EDGE EMCC SCHOLARSHIP FUND

City Council will consider a request to adopt Resolution 1034-0522, approving the First Amendment to the Funding Agreement between the City of Avondale and the Maricopa Community College District Foundation for the Avondale EDGE EMCC Scholarship Fund, and authorize the Mayor or Acting City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. RESOLUTION 1035-0522 - AUTHORIZING BANKING & INVESTING AUTHORITY

City Council will consider a request to adopt Resolution 1035-0522, 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 Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take the appropriate action.

o. RESOLUTION 1036-0522 - "BUCKLE UP ARIZONA... IT'S THE LAW!" - GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT ACCEPTANCE

City Council will consider a request to adopt Resolution 1036-0522, authorizing 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's safety belt and child passenger safety laws through overtime expenses. This campaign "Buckle Up Arizona…It's the Law!" is part of the national "Click it or Ticket" campaign and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. ORDINANCE 2035-0522 - AMENDING CHAPTER 2 OF CITY CODE, RELATING TO THE CITY ATTORNEY'S OFFICE

City Council will consider a request to adopt Ordinance 2035-0522, approving changes to the City Code related to the City Attorney's Office 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 2036-0522 - AMENDING CHAPTER 2 OF CITY CODE, RELATING TO THE MERIT SYSTEM AND RISK AND INDEMNIFICATION

City Council will consider a request to adopt Ordinance 2036-0522, approving changes to the City Code related to the merit system and risk and Indemnification and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. RESOLUTION 1037-0522 - AMENDMENT TO THE PERSONNEL POLICIES AND PROCEDURES ADDING CHAPTER 23 INTEGRITY LINE

City Council will consider a request to adopt Resolution 1037-0522, approving the addition of Chapter 23 Integrity Line to the Personnel Policies and Procedures, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. HOMELESS SERVICES UPDATE

City Council will receive an update from staff on the City's homeless services. This item is for discussion only.

5. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(4) for discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the following matters: (a) Nazari v. Ajo Transportation, et al; (b) Claim of James Holland, Sr; (c) Claim of Kenosha Skinner; (d) former city manager.

Council Members of the City of Avondale will attend either in person or by telephone or video 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 o por vídeo.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.

Avondale

Aspiring. Achieving. Accelerating.

PROCLAMATION

National Public Works Week

May 15 – 21, 2022

Whereas, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the residents of Avondale; and

Whereas, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector; and

Whereas, public works professionals are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings and other structures and facilities essential for our residents; and

Whereas, it is in the public interest for the residents, civic leaders and children in Avondale to gain and maintain knowledge, interest and understanding of the importance of public works and public works programs in their respective communities; and,

Whereas, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

NOW THEREFORE, I, Kenneth Weise, by virtue of the authority vested in me as Mayor of the City of Avondale, Arizona, do hereby proclaim the week of May 15 – 21, 2022 as National Public Works Week in Avondale; I urge all residents to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals and to recognize the substantial contributions they make to protecting our national health, safety and quality of life.

_____

Mayor

Attest: _____

City Clerk

Item Number: 3.

CITY COUNCIL REPORT

SUBJECT: Mayor Marie Lopez Rogers Scholarship Art Contest Recognition

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Pier Simeri, Marketing & Public Relations Director, (623) 333-1611

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

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.

PURPOSE:

The City Council will receive an update from staff regarding the Mayor Marie Lopez Rogers Scholarship Art Contest. This item is for discussion only.

BACKGROUND:

The Mayor Marie Lopez Rogers Achieving Artists High School Art Contest originated in 2011. Each spring the Avondale Municipal Art Committee sponsors the art contest to encourage and recognize the artistic talents of Avondale's graduating high school seniors. The first contest started off with 7 entries. This year, the program received over 30 entries in various mediums.

DISCUSSION:

The Marketing and Public Relations Department, which oversees the City's Public Art Program, coordinates, organizes and solicits entries for the annual Art Contest. To date, the Art Contest has had a total of 254 student art entries over the past decade, and has granted more than $45,000 in scholarships over the past 11 years. The program was conceived when Councilmember Bryan Kilgore served as the chair of the Avondale Municipal Art Committee. After being elected to the City Council, Councilmember Kilgore recommended that the contest be named after former Avondale Mayor Marie Lopez Rogers.

On April 14, 2022, during the Art Show, former Mayor Rogers announced that she is recommending that the program be named in honor of Councilmember Bryan Kilgore, for his efforts and support of public art education in Avondale. The Avondale Municipal Art Committee will consider the name change when it meets in June.

BUDGET IMPACT:

This item does not impact the City budget.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: *n/a*

Item Number: 4.

CITY COUNCIL REPORT

SUBJECT: Morale Booster Advisory (MBA) Committee Update

MEETING DATE: 5/16/2022

TO: Mayor and Council

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

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

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, unified by pride and common values.

PURPOSE:
The City Council will receive an update from staff regarding the Morale Booster Advisory (MBA) Committee. This item is for discussion only.

BACKGROUND:
The MBA Committee was established in 2007/2008 with the goal of boosting employee morale and helping foster employee engagement. Studies have shown that employees with good morale and who are engaged in their work, have a higher quality of work, improved attendance, and have a higher level of motivation while at work.

The MBA Committee is comprised of employees from each department. The committee members are as follows.

- Emma Aceves, Court
- Jonathan Almanza, Fire & Medical Department
- Tess Bellinger, Police – Civilian
- Bobbie Colvin, City Attorney
- Nikki Cross, Human Resources
- Jarrod Dacquisto, Police - Sworn
- Jason Eneboe, Information Technology
- Erin Furnish, Neighborhood & Family Services
- MacKenzie Henderson, Marketing & Public Affairs
- Cassandra Kalayasilpin, Public Works
- Elisabeth Kahn, Dev. & Engineering Srvs.
- Renee Leija, Finance Department
- Linda Mendenhall, City Clerks (Chair)
- Stephanie Mendez, City Administration
- Sussely Morales, Economic Development
- Corina Rodriguez, Facilities & HR
- Jazmine Oropeza, Public Works
- Torin Sadow, City Administration
- Elizabeth Sangri-Moore, Parks & Rec.
- Pier Simeri, Marketing & Public Affairs
- Julian Torres, Public Works

DISCUSSION:

The MBA held an event in April, the Annual Peeps Diorama Contest. There were eighteen entries and employees had the opportunity to vote for their favorite. The winning entry was the Police Department's Property and Evidence Unit. Their entry was called Minion Impossible 37: Save the Peeps.

The MBA held a Salsa Contest on May 5th to celebrate Cinco de Mayo. There were several entries and employees had the opportunity to vote for their favorite. The winning salsa entry was Eric Ramirez from the Office of Public Safety and the runner-up was Eduardo Arochi, from Public Works.

BUDGET IMPACT:

This item does not impact the budget.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: *n/a*

Item Number: 3.a.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 5/16/2022

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Acting City Manager, 623-333-1015

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 4, 2022 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the April 4, 2022 City Council meeting minutes.

Contact person for document distribution: *Citlaly Salas*

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
April 4, 2022

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 5:30 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately thirty members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. NEW EMPLOYEE INTRODUCTIONS

The following employees were introduced to City Council. This item was for discussion only.

Finance and Budget Department
- Renee Weatherless, Finance and Budget Director

Fire and Medical Department
- Timothy Blum, Firefighter
- Tucker Bruen, Firefighter
- Eric Garcia, Firefighter
- Josue Montes, Firefighter
- Westley Tank, Firefighter
- Ryan Tramel, Firefighter

Information Technology Department
- Bill Bounds, Senior IT Network Engineer
- Austen Fortenberry, IT Desktop Technician 1 (absent for the meeting)

3. ESMERALDA "ESMIE" AVILA RETIREMENT PROCLAMATION

The City Council presented a proclamation recognizing Esmeralda “Esmie” Avila on the occasion of her retirement and for her 32 and a half years of service to the City of Avondale. This item was for discussion only.

4. ADJOURNMENT

There being no further business before the Council, Council Member Kilgore moved to adjourn the Special Meeting; Vice Mayor Malone seconded the motion.

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

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

Meeting adjourned at 5:55 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:10 p.m.

Mayor Kenn Weise asked an attendee to lead the Pledge of Allegiance, followed by a moment of silent reflection for the Ukraine.

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

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately five 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 Kilgore, seconded by Council Member Nielson, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

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

a. MINUTES

City Council approved the February 7, 2022 City Council meeting minutes.

b. AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR EXECUTIVE RECRUITMENT SERVICES

City Council (a) approved a Professional Services Agreement with Ralph Andersen & Associates , Executive Recruitment Services, to include the Executive Recruitment for the vacant City Manager position for a fixed fee of $34,500, and additional services as requested by the City; (b) authorized the necessary budget transfers; and (c) authorized the Mayor, or Acting City Manager and City Clerk to execute the necessary documents and any future amendments.

c. WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH WYYERD CONNECT LLC

City Council approved the Wired Telecommunications License Agreement with Wyyerd Connect LLC and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

d. PUBLIC WORKS TRANSIT BUDGET AMENDMENT

City Council approved a budget amendment increase for FY2022 in the amount $250,000 for the purpose of increased costs to the Valley Metro Intergovernmental Agreement for the operations of the ZOOM Circulator, and to amend the requisite administrative award authority, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

e. PUBLIC WORKS FLEET SERVICES FUEL BUDGET AMENDMENT
City Council approved a budget amendment increase for FY2022 in the amount $416,000 for the purpose of purchasing fuel for the City-owned fleet, and to amend the requisite administrative award authority, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

f. AWARD AUTHORITY AMENDMENT FOR PUBLIC WORKS
City Council amended the Administrative Award Authority for certain operating products and services for FY2021-2022 and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. AWARD AUTHORITY FOR VEHICLE MAINTENANCE REPAIR
The City Council approved a request to increase spending authority for fire apparatus maintenance and repairs in the amount of $100,000.

h. ALAMAR PHASE 3 - FINAL PLAT - APPLICATION PL-21-0258
City Council approved a request by Mr. Frank Koo PE, Wood, Patel & Associates, Inc., for approval of a Final Plat for Alamar Phase 3. The proposed Final Plat creates 345 single-family residential lots, area tracts, and dedicates streets and easements on approximately 110 acres located north of the northeast corner of El Mirage Road and Southern Avenue.

i. RESOLUTIONS 1022-0422 AND 1023-0422 – MAINTENANCE IMPROVEMENT DISTRICT NO. 33 FOR ALAMAR PHASE 3 FINAL PLAT
City Council approved the Petition for Formation, adopted Resolution 1022-0422, declaring its intention to form the City of Avondale Maintenance Improvement District No. 33, Alamar Phase 3 Final Plat, providing for the assessment, and adopted Resolution 1023-0422, declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency, and authorized the Mayor, City Attorney and City Clerk to execute the necessary documents.

j. ORDINANCE 2022-0422 - SRP POWER DISTRIBUTION EASEMENTS FOR 107TH AVENUE AND MCDOWELL ROAD PROJECT
City Council adopted Ordinance No. 2022-0422, granting two (2) power distribution easements to SRP in connection with the 107th Avenue and McDowell Road Intersection Improvement Project and authorized the Mayor or Acting City Manager, and City Clerk to execute the necessary documents.

k. ORDINANCE 2023-0422 - SECOND AMENDMENT TO THE LEASE AGREEMENT FOR PHOENIX CHILDREN'S HOSPITAL
City Council adopted Ordinance 2023-0422, approving a second amendment to the lease agreement for Phoenix Children's Hospital and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

4. REGULAR AGENDA

a. FIRE STATION #171

City Council will receive an update from staff and consider a request to direct staff on four potential options for Fire Station #171.

Cherlene Penilla, Acting City Manager, prefaced the presentation by stating that the topic relates to potential locations for the fire station. The station location study done in 2020 recommended that the station either remain in the Western Avenue area or be located farther southwest. Staff will return to Council in 30 to 60 days to present financial and funding information.

James Milanese, City Projects Administrator, identified the fire station location at 5th Street and Belmont, just southwest of the Sam Garcia Library. It was built in 1985 at 5,000 square feet and was reconstructed and expanded in 2004 to approximately 8,600 square feet. Basic station stats were reviewed, including service area and response times. Problems with the current facility were reviewed.

Staff requested a replacement fire station as a capital improvement project. The project included the relocation and reconstruction of Fire Station 171 with 10th Street and Western as a new location with a total budget of $13,300,000. The CIP also included the following project: Relocate detention center and police substation; Use same location as Station 171; total budget of 12,000,000. After the fiscal year began, the two proposed were combined into a single project with a budget of $25.3 million.

Mr. Milanese provided an overview of the project history. The current timeline has the project completion date of September 2023. To date, there has been no construction and no permits finalized. Thus far $17,000 has been spent through the 10 percent design phase. Site attributes for the 10th and Western site were discussed, as were the locations of Fire Stations 175 and 176. The optimal site for Station 171 was determined to be southwest of its current location and south of the railroad. Pros and cons regarding the four options identified for consideration were reviewed.

Mayor Weise stated that the Council has received comments for quite some time that the fire station on Belmont has a significant positive impact on the community and that the team likes being there. However, the station has outlived its usefulness and does not adequately express the value of its staff. He pointed out that when considering a station south and west of 171, there is not a great distance from that location to Alamar. Ben Avitia, Deputy Fire Chief, stated that proximity is not ideal; however, factors such as land attributes, bodies of water, transportation, and railroad tracks may divide areas and require additional station sites.

In response to a question from Council Member Conde, Mr. Milanese stated that the remodel does not include police and detention, but only the Fire Station 171. Council Member Conde commented that Fire and Medical Department staff input is vitally important to the decision. Chief Avitia commented that in fire service, two critical points

for consideration are availability to take calls and how quickly calls can be responded to. Fire and Medical department staff recommend keep the station at the current location.

Council Member Kilgore concurred with Council Member Conde on the feedback from the staff within the Fire and Medical Department. He asked about effects on area businesses during construction. Mr. Milanese stated that this question will be addressed during the study. Council Member Kilgore encouraged outreach efforts to minimize impacts. In closing, he expressed appreciation to staff for the different options, expressed concern regarding the impact on the firefighters, and inquired on the plan if moving forward with Option 3. Mr. Milanese stated if Option 3 is selected, staff will continue to work inside the fire station; however, the vehicle location will be impacted.

In response to a question from Council Member Nielson, Chief Avitia defined as the dispatch to on-scene times with a six-minute response time goal. Council Member Nielson inquired on the square footage comparison of Fire Station 171 to Fire Station 172. Chief Avitia responded that Fire Station 172 is approximately 19,000 square feet. Council Member Nielson expressed support for Option 3, particularly in terms of supporting the health and well-being not only of the community, but the firefighters.

Council Member Pineda commented that based on feedback from Fire and Medical Department staff who support Option 3, he concurs with that recommendation; however, he would also like to hear from the new Chief.

Council Member Solorio cited the importance of the station to the community and to its Fire and Medical Department staff and voiced concurrence with Council Member Pineda for support of Option 3.

Vice Mayor Malone expressed support for Option 3 but had reservations regarding tearing down the old fire station as a historic site in the City. She would like staff to provide an overview of options for preserving the station. She asked whether the intent is to cease the design process for the detention center and police substation. She also asked about the square footage of the police substation at the relocation area. Memo Espinoza, Police Chief, stated that he does not have the square footage stats currently available; however, the northwest substation located adjacent to Estrella Community College is similar to the design for 10th Street and Western Substation. He confirmed that they will continue with the design, including modifications.

Vice Mayor Malone stressed the need for training and suggested having a training facility for fire and police at the location. She also encouraged use of virtual reality training modules. She discussed flooring and plumbing conditions of the Durango Fire Station.
Mayor Weise referenced the detention center and plans for demolition and asked about interim plans. Chief Espinoza stated that the detention center must remain open until a new one is available. The cost to send prisoners to the County is exorbitant. In terms of Vice Mayor Malone's comments regarding a training facility, it may be helpful to take a look at agreements with other cities for fire and police. Mr. Milanese noted that the design team can look at the potential for a training facility, however, additional funding would be necessary.

Council Member Kilgore moved to direct staff to construct a new fire station on the current site; Council Member Solorio seconded the motion.

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

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

b. PUBLIC HEARING - 2022 - 2023 HUD ANNUAL ACTION PLAN

City Council held a public hearing and received an update on the draft of the City's 2022-2023 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, Neighborhood & Family Services Director, stated that the Annual Action Plan (AAP) is an extension of the Five-Year Consolidated Plan. As such, it must further the goals of the consolidated plan. The goals were reviewed.

The City expects to receive $770,000 in Community development Block Grant (CDBG) funds. In addition to historically provided programs, the Workforce Development Program would create a cost share position to be stationed at the Resource Center. It would assist with growing workforce development needs as a result of COVID-19. Activities and proposed budgets were discussed.

The City is anticipated to receive $219,000 in HOME funds, which will be used towards the development of a new Tenant-Based Rental Assistance (TBRA) program. The TBRA will aid with up to 24 months for qualifying low-income households with a goal to serve five to seven households within the time frame. This should pair well with the new bridge housing program. Staff recommends a budget of $14,000 to support administration of the program and $205,000 for the TBRA, for a total County allocation of $219,000. A 25 percent match of $54,750 is required by the City. The total available allocation and match is $273,750. The next step and calendar were reviewed.

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.

Mayor Weise noted that TBRA is intended to assist those in risk of losing their housing and he asked how these individuals are identified. Mr. Lopez stated that there is an application process. The Community Resource Center is skilled with its outreach efforts to educate residents of available resources. Applicants must meet low income criteria.

Council Member Conde asked whether the City offers case management services to families. Mr. Lopez stated that there is a great opportunity for the City to do so and they are doing more of this work. The City has a great Community Action Program Team as well as a great Housing and Community Development Team. The workforce development position is also complementing these efforts. Council Member Conde asked if some of the CDBG funds can be used for additional housing units in the future. Mr. Lopez said this is something that can be explored. There are several regulations and challenges with programming CDBG dollars. Council Member Conde referenced the iHELP program and asked whether there are funds available to purchase lockers for homeless individuals to utilize for storing belonging when they attend job interviews. Mr. Lopez said he believes there are resources in the current budget to take a look at this. As an alternative, the City can entertain a conversation with Lutheran Social Services as something they may pursue through the contribution's assistance program.

Council Member Kilgore stated that since being on City Council since 2014, he has observed that Neighborhood and Family Services Department has been excellent with utilizing its funding both properly and sufficiently. He spoke highly regarding the presented Tenant-Based Rental Assistance program.

Council Member Nielson asked about the parameters for use of the funds. Mr. Lopez stated that it is not a "use it or lose it" format; however, there is an expenditure timeliness requirement. There is a substantial amount of time for use of funds as well as ability to carry funds forward for a number of years. For this funding opportunity, the City will work with families who are already gainfully employed and need extra help to stay housed. It is anticipated that this resource will also be used for a continuation of the Bridge program. My. Lopez spoke about the outreach efforts of the Neighborhood and Family Services.

Council Member Pineda asked whether the 24-month period is a set time period for assistance or whether this can be reduced in order to serve more people. Mr. Lopez stated that the goal is to assist families to afford rents on their own and if successful, the City should be able to serve more people than currently anticipated.

Council Member Solorio inquired as to availability of materials in Spanish as well as the methods and means for reaching out to the community. Mr. Lopez stated that all typical modes and venues are used. The City endeavors to provide all documentation in Spanish and English. The City has a great team within multiple divisions, including direct access to seniors and community groups. Paper applications and materials are readily available for those without computer access.

Mayor Weise asked how TBRA and Section 8 go hand in hand. Mr. Lopez said TBRA will complement Section 8. An individual would not likely tap into both services and TBRA will help fill the gap. The goal is to develop a broad array of services to ensure support for anyone in need.

5. ADJOURNMENT

There being no further business before the Council, Vice Mayor Malone moved to adjourn the Regular Meeting; Council Member Nielson seconded the motion.

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

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

Meeting adjourned at 7:30 p.m.

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:43 p.m.

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

Members Absent: None.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Andrea Dumbrell, Human Resources Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Public Safety Chief; Marshall Pimentel, Intergovernmental Affairs Administrator; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately thirty members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. INTEGRITY LINE

City Council received a presentation from the City Attorney regarding the implementation of an Integrity Line. This item is for discussion only.

Nicholle Harris, City Attorney, stated that the Integrity Line was established at the direction of City Council. The City Attorney's Office has worked with the City Manager's Office and the Internal Auditor on best practices and implementation. The Integrity Line

provides employees and members of the public with a method for reporting suspected ethical and compliance concerns. The initial proposal is for internal City staff use, but City Council may choose to offer access to the public in the future. An Integrity Line reduces losses to the City that result from fraud waste or abuse. It allows employees to report wrongdoing without fear of retaliation and guards against Council Member involvement in employee relations. Providing an avenue for employees to report wrongdoing helps improve workplace morale and employee satisfaction. The Integrity Line will be operated by Answer Now, Inc., an independent third-party vendor as a telephone and web-based program. There will be a management level review committee consisting of the City Attorney, City's Internal Auditor, City Manager and one yearly rotating department head.

Integrity Line policies were reviewed:

- Section 1: Identifies purpose and intent of Integrity line; used when employees feel they cannot report to appropriate city personnel
- Section 2: Identifies areas of concern covered by the Integrity Line; theft or misuse of City resources
- Section 3: Identifies areas not covered by the Integrity Line; emergency situations, departmental conflicts, personnel matters
- Section 4: Methods to report concerns
- Section 5: Processing reports; provide clear guidelines for how reports are processed, actions taken and notice to the parties
- Section 6: Dispositions of reports; provide regular information to the Council on the compliance concerns arising in the organization

Next steps in the process include approval of the Integrity Line policy, notification to employees and going live with the system. Marketing will include posters in break rooms and in other materials.

Vice Mayor Malone suggested including a message on the employee internal websites Ms. Harris stated a message will be added to the internal website. Ms. Penilla noted they will research adding a message within the employee payroll software. Vice Mayor Malone inquired about Scottsdale's audit committee, which consists of Council Members. Ms. Harris stated that Scottsdale's internal auditor receives and processes complaints. The internal auditor reports to the audit committee, which is made up of Council Members and staff. Vice Mayor Malone recommended that Avondale form its own Audit Committee that would mimic the functions of the Scottsdale and Phoenix audit committees.

Vice Mayor Malone asked about the timeline for activation of the program. Ms. Harris stated that the 1-800 number is up and running and the webpage has just come online. Once there is an approved policy and prepared marketing materials, the system can go live. It is currently proposed as an administrative policy. Vice Mayor Malone said she would prefer the format to be a chapter policy, where any proposed changes must be approved by City Council.

Mayor Weise stated that during the discussion, he has pulled up minutes from the Scottsdale Audit Committee and the agendas do not reflect that the committee deals with such as issues as this. Vice Mayor Malone suggested that the proposed new committee for Avondale could address Integrity Line issues and other City audit-related issues as needed. Ms. Harris stated that the internal auditor handles complaints and deals with fraud and abuse. That auditor reports to the audit committee on these issues as well as financial reporting.

Mayor Weise stated that having City Council handle this through an update via quarterly schedule would speed up the process, rather than forming a specialized committee. The City has a City Attorney and City Manager available to update Council on any urgent issues that arise. He would like to explore the Scottsdale and Phoenix committee approaches before making final decisions on the formation of a committee. Ms. Harris noted that staff will continue to report to City Council quarterly or as often as possible, even if the committee is formed.

Council Member Solorio agreed with Vice Mayor Malone that a chapter policy would be the best approach.

Council Member Pineda stated that as a true compliance measure, it should be independent of any department review. Ms. Harris stated that the internal auditor has prepared best practices for the Integrity Line. There were two options for a reviewing committee. These included the City Manager, City Attorney, Internal Auditor and one rotating department head. The other option was three members, including City Attorney, City Manager and the City's internal auditor. The proposed system allows Council Members who receive complaints from employees to direct such employees to the Integrity Line. The chapter policy will set forth the rules for operation, including practices and procedures, investigation methods and committee participation.

Ms. Penilla clarified that chapter policies are ordinances, which must come before Council for any changes. Chapter 22 covers the Ethics Policy which this portion of the policy would fit nicely within that Chapter. It could be placed in the personnel policies and procedures, which are all ordinances and must be brought to City Council for any changes and this would be an appropriate step. Vice Mayor Malone suggested forming a separate chapter to house the Integrity Line. Ms. Penilla affirmed that a new chapter can be added to the personnel policy and procedures to house the Integrity Line, as Chapter 23.

Council Member Nielson noted that that the specific details of the new governing policies can be changed as needed once the program has been in place and has been utilized. He cautioned against letting the Integrity Line simply become a complaint line. Ms. Harris stated that the accompanying marketing materials will address the specific purpose and function of the Integrity Line.

Council Member Solorio inquired if the selected agency has educational video to help staff understand the process. Ms. Harris noted she would check with the agency but believes it would be best to work with the City's internal marketing department.

Council Member Kilgore stated that the Integrity Line will provide an important resource that has never been available before; however correct implementation is critical. It should be a beacon of hope for those who have been ostracized and have felt there was no option for reaching out for help. He provided a personal example of how the system could be beneficial, noting having a system to protect those who are in the right. He is in support of a new chaptered policy.

Council Member Conde expressed support for a new policy chapter to allow Council to become aware of any proposed changes.

Vice Mayor Malone commented that in order to facilitate a change in culture, the City cannot have an internal auditor under the City Manager. The internal auditor needs to be separate and on its own or under the City Attorney's Office.

Mayor Weise concurred with the approach to establish a Chapter 23 to house the program. He would like the process to ensure that issues are not swept under the rug. He agreed that the auditor should report to the City Attorney. It was agreed that drafting of the policy will continue and staff will bring it back to Council for further discussion.

Ms. Harris noted that normally the auditor will report to an Audit Committee; however, it can be setup in multiple ways. The City's internal auditor position can be fine-tuned, and she is willing to have the position report to her until further research is conducted.

3. EMPLOYEE ENGAGEMENT SURVEY

A presentation and update regarding the all-employee engagement survey conducted from February 23, 2022 through March 9, 2022 will be provided to the City Council. This item was for discussion only.

Andrea Dumbrell, Human Resources Director, discussed the results of the great resignation of employees from the job marketplace. Due to low unemployment rates and job availability, employees are leaving jobs to pursue better options with other employers. The survey process began as a request by City Council at its January 2022 budget retreat. City Managers and the HR Departments partnered to create an anonymous employee engagement survey, consisting of 11 questions, which was distributed to all employees electronically on February 23rd. There was a two-week response window. Multiple reminders were issued via email and department meetings. There was a 65 percent response rate, with 469 employees out of 725 submitting completed surveys.

In response to a question of what activities or programs should be the City's focus to increase employee connection to the organization and each other, the highest ranked responses were: Internal training/team building and employee recognition programs. Employees expressed interest in all City-hosted activities and events.

The majority of responses to the question of whether their position has been available for remote work replied that this option was not available. This is not a surprise, as this correlates with the high response rate from operational departments, including Public

Safety and Public Works. These departments have limited remote work possibilities, due to the nature of their positions.

Employees were asked to rank specific items in order of importance. Pay and benefits topped the list. In response to this item and to ensure competitiveness in the market, the City Manager's Office and HR Department will be working with the Finance Department to get a class and compensation study completed as soon as possible.

In regard to a question on whether the employee understands what is expected of them in their role with the City, the response was overwhelmingly positive, with the majority of employees selecting a yes or mostly yes response. There was also an overwhelmingly positive response to the question of whether the employee has the equipment, materials and resources necessary to succeed in their job. A similar response resulted from the question of whether the employee has the necessary training to complete their job well.

In response to the question of whether an employee feels their opinion matters to their supervisor and/or department, results were generally positive, indicating room for improvement in the way that employees perceive the impacts of their opinions on the decisions made by their supervisors and/or departments. Roughly 66 percent of staff believe their feedback matters to their supervisor and/or department.

A similar question asked whether employees feel their feedback matters to City Management and City Council. The response was generally positive, but marginally lower than responses that received an overwhelmingly positive response. Approximately 48 percent responded that their feedback matters, with the majority responding that their feedback "sometimes" matters. In response to this feedback, the Acting City Manager and Assistant City Manager have joined department meetings to ensure more opportunities for employees to be heard. City Council has also been holding department-specific appreciation events during workdays to ensure employees have the opportunity to interact with City Council members.

A majority of respondents (66 percent) selected yes or mostly yes to the question of whether they have the opportunity for professional development and training.

Responses to the question of whether Avondale employees believe there are opportunities for internal promotion were generally positive, but marginally lower than responses to questions which received an overwhelming positive response. This indicates that this an area that has room for improvement in the way that employees perceive their opportunities for internal promotion within the City.

In response to a question from Mayor Weise, Ms. Penilla stated that the last survey was conducted approximately three years ago, prior to the pandemic. The results of the current survey were more positive than the previous survey. Mayor Weise requested that the previous survey results be provided to Council for comparison.

Council Member Conde asked about the intended roles and responsibilities of the proposed organizational developmental training manager position. Ms. Dumbrell stated

that the position will address the need and goal for training opportunities for employees, including face-to-face training. Ms. Penilla added that considering the City's recent growth period and recruitments under the purview of human resources, an additional position is needed specifically for the training element. The City currently has 700 employees and has the potential to see that number increase to 800 in the next fiscal year.

Council Member Kilgore stated that it is comforting to see that a survey was sent out and that the City is looking to better itself and enhance areas. He noted that he is not as enthused into the current survey as changes are being implemented and more coming with a new City Manager. He is particularly interested in future surveys that will reflect whether the changes being made are effective.

Council Member Nielson commented that he would like the surveys to include more opportunities for feedback from employees and supervisors. Ms. Dumbrell stated that it is also important to keep the responses anonymous, in order to encourage participation and reduce the fear of retaliation.

Council Member Pineda noted that with the growth of the City and its staff, some employees may be good at their jobs; however, this does not always mean they have the leadership skills to advance to supervisory roles. Appropriate training should be considered and offered where possible.

Council Member Solorio asked why the survey was not conducted by a third party, as there may have been increased participation with an unbiased coordinator. Ms. Penilla noted that the prior survey was conducted by a third party and resulted in a lukewarm response rate. There was some urgency in conducting the current survey in a timely manner; utilizing a third party would have required additional time. The responses are anonymous and there is no way to identify employees who submitted responses. Council Member Solorio inquired about the membership on the Morale Booster Advisory (MBA) Committee. Ms. Penilla said that each department has a member on the committee on a voluntary basis. Currently, the Deputy City Clerk oversees the MBA Committee.

Vice Mayor Malone suggested that another survey be conducted in six months and be administered by a third party and have more opportunities to comment on specific issues.

In closing, Mayor Weise explained the City Council wants to build a better city for future Councils and employees. He suggested another survey be conducted to have the ability to get more answers and feedback from employees.

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

City Council was to receive a general overview of the City Manager's proposed budget for fiscal year 2023 (FY2023).

At the request of Mayor Weise, this item was not presented and will be presented as part of the next City Council meeting.

5. ADJOURNMENT

There being no further business before the Council, Council Member Nielson moved to adjourn the Work Session meeting; Council Member Pineda seconded the motion.

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

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

Meeting adjourned at 9:36 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 Special Meeting, Regular Meeting, and Work Session of the Council of the City of Avondale held on the 4th day of April 2022. 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

Item Number: 3.b.

CITY COUNCIL REPORT

SUBJECT: Series 10 (Beer and Wine Store) Liquor License - Lams Market

MEETING DATE: 5/16/2022

TO: Mayor and Council

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

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

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.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

PURPOSE:
City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Max Phat Lam for the sale of alcohol at Lams Market located at 11575 West Van Buren Street in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Lams Market is an existing grocery store located at 11575 West Van Buren Street in Avondale. The store primarily caters to an Asian market. State Statute requires a Series 10 liquor license to be separated a minimum of 300 feet from K-12 schools or church buildings. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the business. Issuance of a new Series 10 (Beer and Wine Store) liquor license allows a store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

DISCUSSION:
As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:
The liquor license application fee of $250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Max Phat Lam for the sale of alcohol at Lams Market located at 11575 West Van Buren Street in Avondale.

Contact person for document distribution: *Maria James*

State of Arizona
Department of Liquor Licenses and Control

Created 04/08/2022 @ 08:59:47 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	LAMS MARKET		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	11575 W VAN BUREN STREET AVONDALE, AZ 85323 USA		
Mailing Address:	[redacted] USA		
Phone:	(000)000-0000		
Alt. Phone:	[redacted]		
Email:	LAMSMARKET@GMAIL.COM		

AGENT

Name:	MAX PHAT LAM
Gender:	Male
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	LAMSMARKET@GMAIL.COM

OWNER

Name: LAMS INTERNATIONAL #2 LLC
Contact Name: MAX PHAT LAM
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation: AZ
Incorporation Date: 02/04/2021
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: LAMSMARKET@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
MAX PHAT LAM	MEMBER	100.00

LAMS INTERNATIONAL #2 LLC - MEMBER

Name: MAX PHAT LAM
Gender: Male
Correspondence Address: [redacted]
Phone: (602)321-7452
Alt. Phone:
Email: LAMSMARKET@GMAIL.COM

APPLICATION INFORMATION

Application Number: 150098
Application Type: New Application
Created Date: 05/14/2021

AP

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school and church.
   (If less than one (1) mile note footage)
   Collier Elementary School, 350 S 118th Ave, Avondale, AZ 85323
   3 miles

   Avondale Church of God 2605 N Avondale Blvd, Avondale, AZ 85392
   2 miles

3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant

4) Is there a penalty if lease is not fulfilled?
No

5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
$2,198,000
T Bank

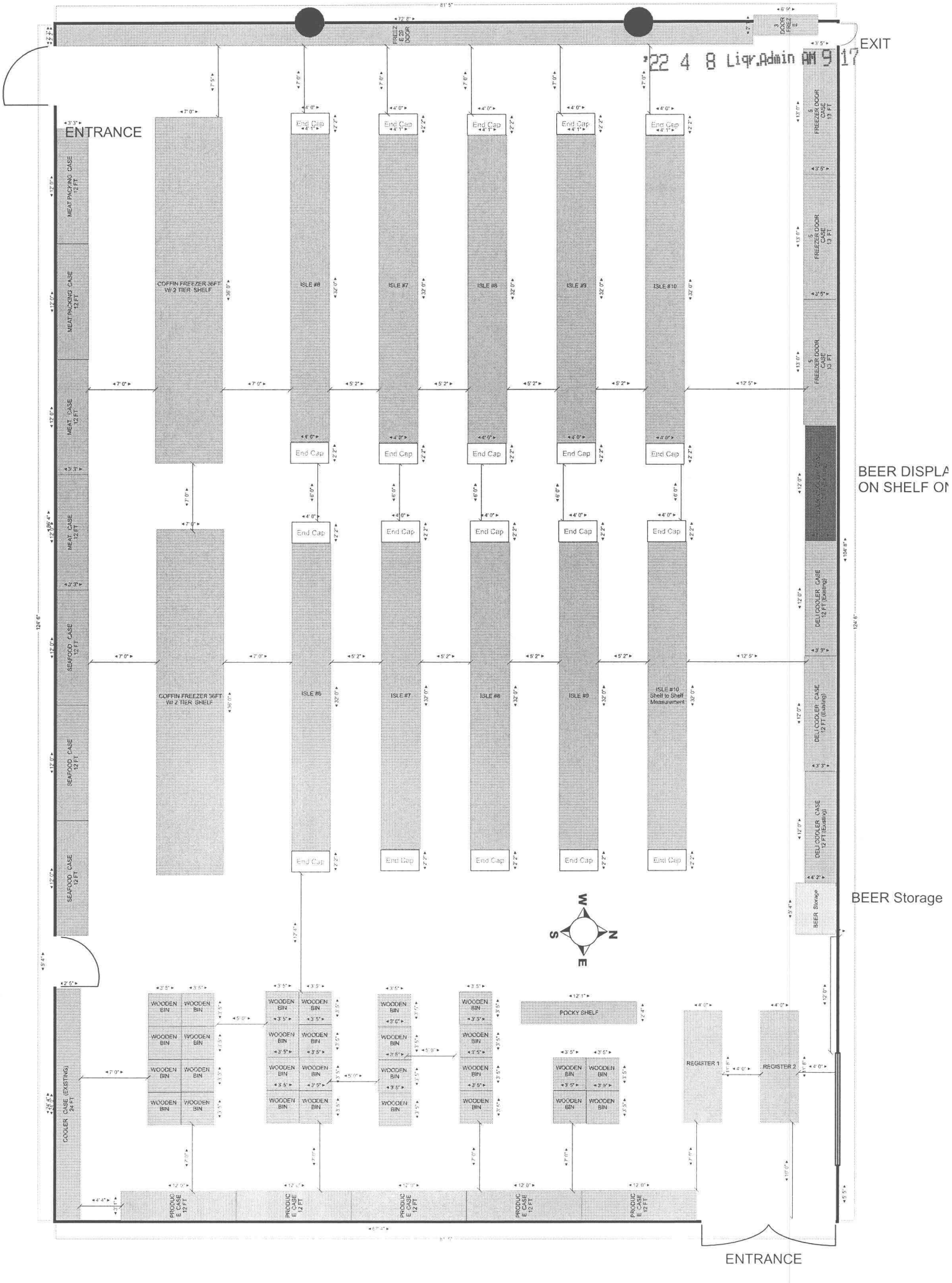
7) Is there a drive through window on the premises?
No

8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
N/A

9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

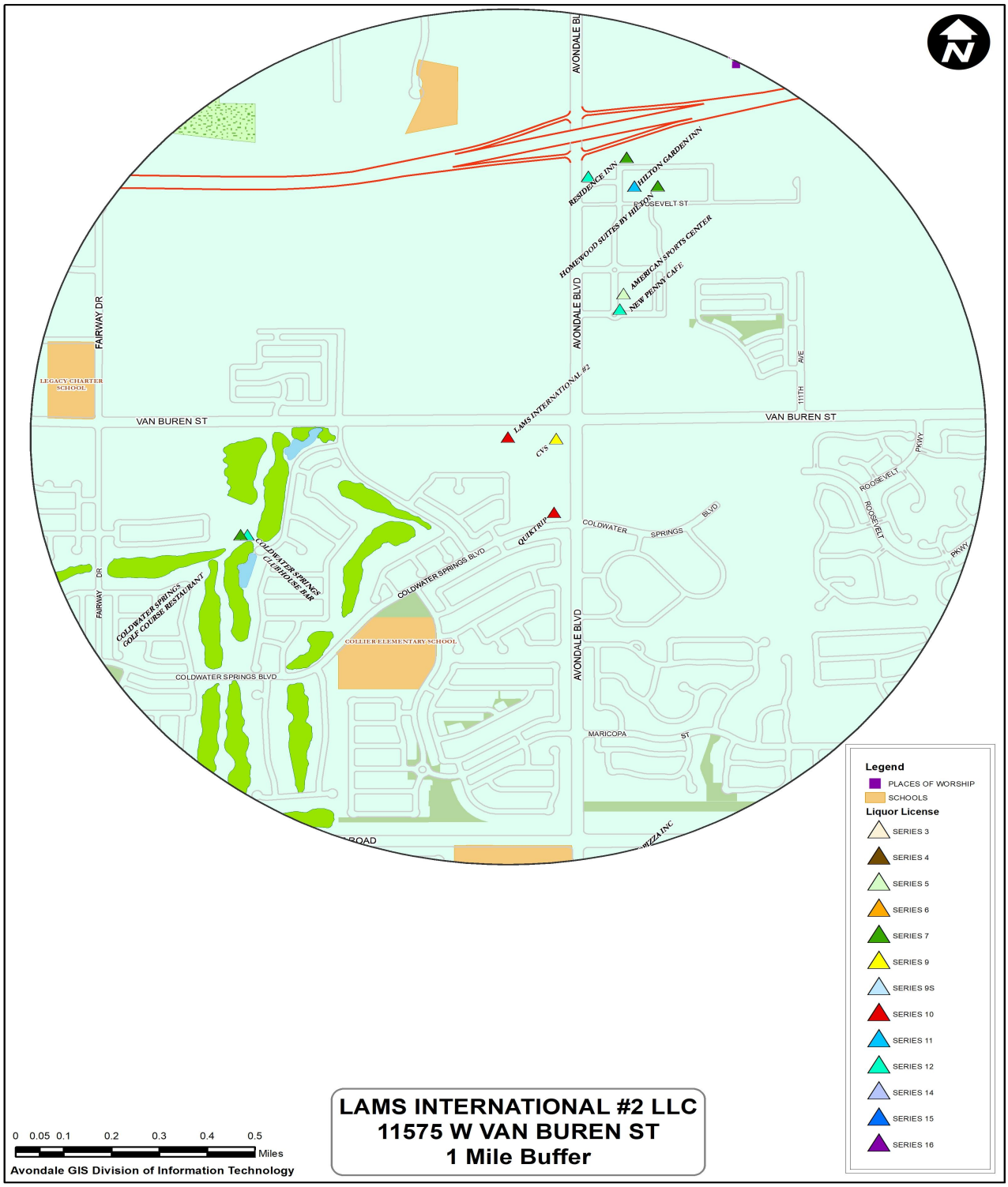
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Avondale+New+Location+Liquor+License.pdf	01/24/2022
ALIEN STATUS	Max Lam.jpg	01/24/2022
QUESTIONNAIRE	10-13-21 Lams Intl 2 Liquor App.pdf	01/24/2022
	Max lic_licenseapp_access_filled.pdf	02/22/2022
	Max lic_questionnaire_access_filled.pdf	02/22/2022
	Avondale+New+Location+Liquor+License.pdf	02/25/2022
	Max lic_alienstat_access_filled SIGNED.pdf	02/25/2022
	Max lic_licenseapp_access_New.pdf	03/21/2022


EXIT
'22 4 8 Liqr.Admin AM 9 17
ENTRANCE
MEAT PACKING CASE 12 FT
MEAT PACKING CASE 12 FT
MEAT CASE 12 FT
MEAT CASE 12 FT
SEAFOOD CASE 12 FT
SEAFOOD CASE 12 FT
SEAFOOD CASE 12 FT
COFFIN FREEZER 36FT W/ 2 TIER SHELF
COFFIN FREEZER 36FT W/ 2 TIER SHELF
ISLE #6
ISLE #7
ISLE #8
ISLE #9
ISLE #10
ISLE #10 Shelf to Shelf Measurement
End Cap
5 FREEZER DOOR CASE 13 FT
5 FREEZER DOOR CASE 13 FT
5 FREEZER DOOR CASE 13 FT
DELI COOLER CASE 12 FT (Existing)
DELI COOLER CASE 12 FT (Existing)
DELI COOLER CASE 12 FT (Existing)
BEER DISPLA
ON SHELF ON
BEER Storage
BEER Storage
W
S
N
E
COOLER CASE (EXISTING) 24 FT
WOODEN BIN
POCKY SHELF
REGISTER 1
REGISTER 2
PRODUC E CASE 12 FT
ENTRANCE

Avondale
Aspiring. Achieving. Accelerating.

GIS MAP



LAMS INTERNATIONAL #2 LLC
11575 W VAN BUREN ST
1 Mile Buffer

Jason Eneboe
Jason Eneboe (Apr 25, 2022 07:27 PDT)

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Max Phat Lam
Business Name	Lams International #2 LLC
Business Address	11575 W Van Buren St

Department Comments

The General Plan designates the property as The Promenade District within The BLVD District. The current zoning is a Planned Area Development (PAD) known as the Coldwater Springs.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☑ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

E-Signature	Associate Planner **Title**
Augustus Gerletti **Name**	May 3, 2022 **Date**

This license is scheduled for the City Council Meeting on: May 16, 2022

Please complete form by: May 2, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Max Phat Lam
Business Name	Lams International #2 LLC
Business Address	11575 W Van Buren St
Department Comments	

☐ **Police Department** ☐ **Fire Department**

☐ **Development Services** ☑ **Finance Department**

◉ **Approved** ○ **Denied**

Daniel Vazquez
Daniel Vazquez (May 2, 2022 10:20 PDT)
E-Signature

Accountant/Tax Auditor
Title

Daniel Vazquez
Name

May 2, 2022
Date

This license is scheduled for the City Council Meeting on: May 16, 2022

Please complete form by: May 2, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Max Phat Lam
Business Name	Lams International #2 LLC
Business Address	11575 W Van Buren St
Department Comments	
No comments	

- ☐ **Police Department**
- ☑ **Fire Department**
- ☐ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

Jason Napier
Jason Napier (Apr 25, 2022 17:33 PDT)
E-Signature

Fire Marshal
Title

Jason Napier
Name

Apr 25, 2022
Date

This license is scheduled for the City Council Meeting on: May 16, 2022

Please complete form by: May 2, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 10- Beer and Wine
Applicant's Name	Max Phat Lam
Business Name	Lams International #2 LLC
Business Address	11575 W Van Buren St
Department Comments	

- [x] **Police Department**
- [ ] **Fire Department**
- [ ] **Development Services**
- [ ] **Finance Department**

- (●) **Approved**
- ( ) **Denied**

Jonathon Martin
Jonathon Martin (Apr 25, 2022 07:30 PDT)
E-Signature

Asst. Chief (Interim)
Title

Jonathon Martin
Name

Apr 25, 2022
Date

This license is scheduled for the City Council Meeting on: May 16, 2022

Please complete form by: May 2, 2022

Item Number: 3.c.

CITY COUNCIL REPORT

SUBJECT: Series 12 (Restaurant) Liquor License - The Spot in Avondale

MEETING DATE: 5/16/2022

TO: Mayor and Council

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

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

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.

The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.

PURPOSE:
City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Letitia Torres for the sale of alcohol at The Spot in Avondale located at 214 East Western Avenue in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The Spot in Avondale is a new establishment that is located at 214 East Western Avenue in Avondale. Issuance of a new Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:
As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

BUDGET IMPACT:
The liquor license application fee of $250 has been paid in full.

RECOMMENDATION:
Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and

Control of an application for a Series 12 (Restaurant) Liquor License Submitted by Letitia Torres for the sale of alcohol at The Spot in Avondale located at 214 East Western Avenue in Avondale

Contact person for document distribution: *Maria James*

State of Arizona
Department of Liquor Licenses and Control

Created 04/02/2022 @ 11:37:18 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	THE SPOT IN AVONDALE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	214 E WESTERN AVENUE AVONDALE, AZ 85323 USA		
Mailing Address:	[redacted] USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

AGENT

Name:	LETITIA D TORRES
Gender:	Female
Correspondence Address:	[redacted] USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	LETITIA D TORRES
Gender:	Female
Correspondence Address:	[redacted]
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

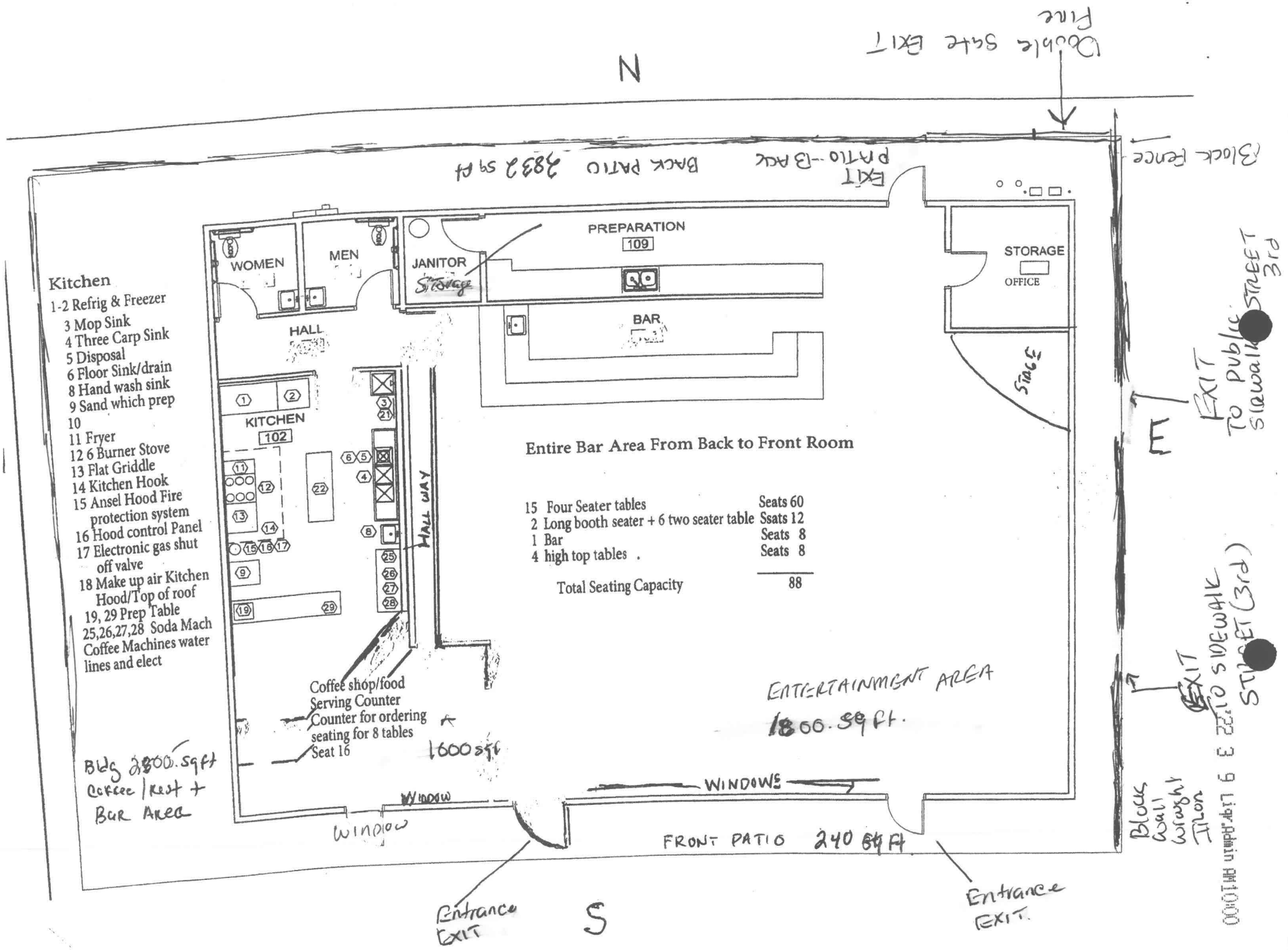
APPLICATION INFORMATION

Application Number: 192959
Application Type: New Application TA
Created Date: 04/02/2022

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   OWNER
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   NONE
6) Is there a drive through window on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   10/01/2022


N
Double Safe Exit Door
Block Fence
EXIT PATIO --Back
Back PATIO 383 sq ft
WOMEN
MEN
JANITOR
Storage
PREPARATION
109
BAR
STORAGE
OFFICE
HALL
KITCHEN
102
HALL WAY
Stage
Entire Bar Area From Back to Front Room
15 Four Seater tables Seats 60
2 Long booth seater + 6 two seater table Ssats 12
1 Bar Seats 8
4 high top tables . Seats 8
Total Seating Capacity 88
Kitchen
1-2 Refrig & Freezer
3 Mop Sink
4 Three Carp Sink
5 Disposal
6 Floor Sink/drain
8 Hand wash sink
9 Sand which prep
10
11 Fryer
12 6 Burner Stove
13 Flat Griddle
14 Kitchen Hook
15 Ansel Hood Fire protection system
16 Hood control Panel
17 Electronic gas shut off valve
18 Make up air Kitchen Hood/Top of roof
19, 29 Prep Table
25,26,27,28 Soda Mach Coffee Machines water lines and elect
Coffee shop/food Serving Counter
Counter for ordering
seating for 8 tables
Seat 16
1600 sq ft
ENTERTAINMENT AREA
1800. sq ft.
Bldg 2800. sq ft
Coffee/Rest + Bar Area
WINDOW
WINDOWS
FRONT PATIO 240 sq ft
Entrance EXIT
S
Entrance EXIT
E
EXIT TO Public sidewalk STREET 3rd
EXIT TO SIDEWALK STREET (3rd)
Block wall wrought iron
00010 MD 1000 3 9 Lightpoint

SECTION 14 SIGNATURE BLOCK

NOTARY

I (Print Full Name) Letitia Torres hereby declare that I am the Individual Agent, Owner, Or Con[redacted]ation.

Signature: [redacted] State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 04-09-2023 **Date** 03 Day of March, 2022 **Year**

[redacted] **nth**

Monica Gomez
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-09-2023
Commission No. 563930

Signature of Notary

A.R.S.§41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

'22 3 9 Liqr.Admin AM10:00

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #: 192959

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): The Spot in Avondale

2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	
Oven	Royal Range 36 inch 6 burner (30000btu)Standard oven
Freezer	Everest Reach-in 48cuft
Refrigerator	Everest reach-in 21cuft
Sink	GSW mop sink 20x16 inch,GSW handwash sink 16x15 inch
Dish Washing Facilities	GSW 3 compartment sink 15x15
Food Preparation Counter (Dimensions)	GSW equipment stand30x24in, Everest refrigerated sandwich prep top 24 by48inch, GSW work table 24x48 inch
Other	Royal Griddle 24inch, Atosa Fryer 40lbs

3. Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the **seating capacity** for:

   a. Restaurant dining area of your premises: **(Do not include patio seating)** [72]

   b. Bar area of your premises: [+ 16]

   c. Total dining and bar seating capacity of your premises: [= 88]

5. What Type of dinnerware and utensils are utilized within your restaurant?

   ☐ Reusable ☐ Disposable ☑ Both

6. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☑ No

   (**If yes, what percentage of the public floor space does this area cover?**) _____%

7. What percentage of your public premises is used primarily for restaurant dining?

   (**Do not include kitchen, bar, hi-top tables, or game area.**) 67 %

Individuals requiring ADA accommodations call (602) 542-9027.

'22 3 9 Liq Admin AM10:00

8. Does your restaurant contain any games, televisions, or any other entertainment? ☑ YES ☐ No
(**If yes, specify what types and how many** (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

3 TV's
Karoke Machine-Commercial
Internet Modem
PO system
Speakers for Entertainment system

9. Do you have live entertainment or dancing? ☑ YES ☐ No
(**If yes, what type and how often** 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

Karaoke/Live bands Fridays and Saturdays
Open Mic Mon-Thurs

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	2
Bartenders	1
Hostesses	0
Managers	2
Servers	0
Other (Dishwashers)	2
Other ( )	
Other ( )	

I, Letitia D. Torres, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

X [redacted]
(Signature of APPLICANT)

Monica Gomez
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-09-2023
Commission No. 563930

NOTARY

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 03 (Day) day of March (Month) 2022. (Year)

My Commission Expires on: 04-09-2023 (Date)

[redacted]
Signature of Notary Public

Individuals requiring ADA accommodations call (602) 542-9027.

'22 3 9 Liqr.Admin AM10:00

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks
11. Tax Records
        A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
        B. Income Tax Return - city, state and federal (copies)
        C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
        A. Copies of all reports required by the State and Federal Government
        B. Employee Log (A.R.S. §4-119)
        C. Employee time cards (actual document used to sign in and out each work day)
        D. Payroll records for all employees showing hours worked each week and hourly wages

Individuals requiring ADA accommodations please call (602)542-9027

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1."Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2."Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

I, (Print Full Name) LETITIA TORRES, have read and understand all aspects of this statement

X (Signature) [redacted]
Controlling Person / Agent

State of Arizona County of Maricopa
the foregoing instrument was acknowledged before me this

8th of March 2022
Day Month Year

My commission expires on: 04-09-2023

Monica Gomez
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-09-2023
Commission No. 563930

[redacted]
Signature of NOTARY PUBLIC

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

'22 APR 2 Liq. Lic. AM11:14

Welcome to **THE SPOT** in Avondale

Featuring **VERTA'S** Windy City Cafe

COFFEE

REGULAR JOE 1.50
Hot or Iced .oz

ESPRESSO cup 1.75
Hot or Iced
1 Additional Shot .50
Macchiato 3.00
Americano 3.00

MACCHIATO 3.75
Hot or Iced
Carmel
Vanilla
Chocolate

FRAPPUCHINO 3.75
Caramel
Vanilla
Strawberry

CHOCOLATE 3.00
Hot
Dark Chocolate
White Cholate
Add a SHOT of Espresso .50
Kid's cup-Chocolate drink 1.00

Cream
Half & Half
Vanilla

Milk
Whole
2% Milk
Almond
Coconut
Oat

Sweeteners
Honey
Sugar
Splenda

TEA

All Teas Hot or Iced
$3.75 .oz
$4.75 .oz

ENGLISH BREAKFAST
Chai
Mint
Peach
Raspberry
Ginger spice

Kids's Cup 1.00 .oz

Cream
Half & Half
Vanilla

Milk
Whole
2% Milk
Almond
Coconut
Oat

Sweeteners
Sugar
Honey
Splenda

Lemon

BEVERAGES

COKE **$1.50**
DR. PEPPER
SPRITE
FANTA ORANGE

Mornings Only 6:am-11am

BREAKFAST SANDWICHES

HOT Croissant Sandwich 3.75

HOT Bagel Sandwich 3.75
Include Egg and/or Cheese
Your Choose a meat: Bacon
Sausage

HOUSE REFRESHERS

Made with sparkling soda
and other assorted yummy flavors
with or without Cream

Drink Cost $2.00
Refills-While Dinning in $1.00

STRAWBERRY **RASBERRY**
APPLE **WATERMELON**
PEACH **BANNA**

'22 APR 2 Liq. Lic. AM11:14

BAR FOOD

Served after 10pm

Wings

Fingers

Fries

Mozzarella

Cheese & Cracker Plate

With

Bagel Crème Cheese

SPIRITS FROM THE BAR

COMING SOON

LATER TO BE DETERMINED

'22 APR 2 Liq. Lic. AM11:14

Welcome to **THE SPOT** in Avondale

FOOD MENU

CHI-TOWN CUISINE

1. 2 HOT DOG 4.75
   FIXINS on Chicago Style Dogs
   NO FRIES
   OR
   1 HOT DOG WITH FRIES

2. CHILI DOG 5.75
   Onions, Special Spices

3. FRANK & BEANS 5.75
   Sweet Baked Beans, Onions, Special Spices

4. POLISH 6.75
   FIXINS on Chicago Dogs
   WITH FRIES

5. TURKEY POLISH 6.75
   Onions, Sweet Peppers
   Gardenia

6. ITALIAN BEEF 7.00
   Onions, Sweet Peppers
   Gardenia
   ADD FRIES .75

7. DEEP PAN PIZZA 7.00
   Personal Size-
   Stuffed with sausage, pepperoni Cheese,
   Extra Topping .50

8. **PHILLY IN THE HOUSE 7.00**
   CHICKEN PHILLY
   Onions, Bell Pepper, Cheese

9. Hamburger or Cheeseburger 5.75
   With Fries (pickles and or onions)

10. WEEKLY SPECIAL
    (RUN 7 DAYS ONLY)
    MONDAY-SUNDAY

CHEF LAMONT'S SPECIAL

Fixins
Mustard
Relish
Tomato
Onions

Pizza Extra
Olives
Banana
peppers

SIDES

SOGGY BOTTOM FRIES
Regular crispy fries 1.00
Chili Cheese Fries 1.75
Salad- COMING SOON
POTATOE

DESSERTS

Mini's

1. **Raspberry Cheese Cake**
2. **Strawberry Cheese Cake**
3. **Crème Brule**
4. **Cannoli**
5. **Pineapple Upside Down Cake**
6. **JAR CAKE**
7. **Chicago Lunch Room Cookies**

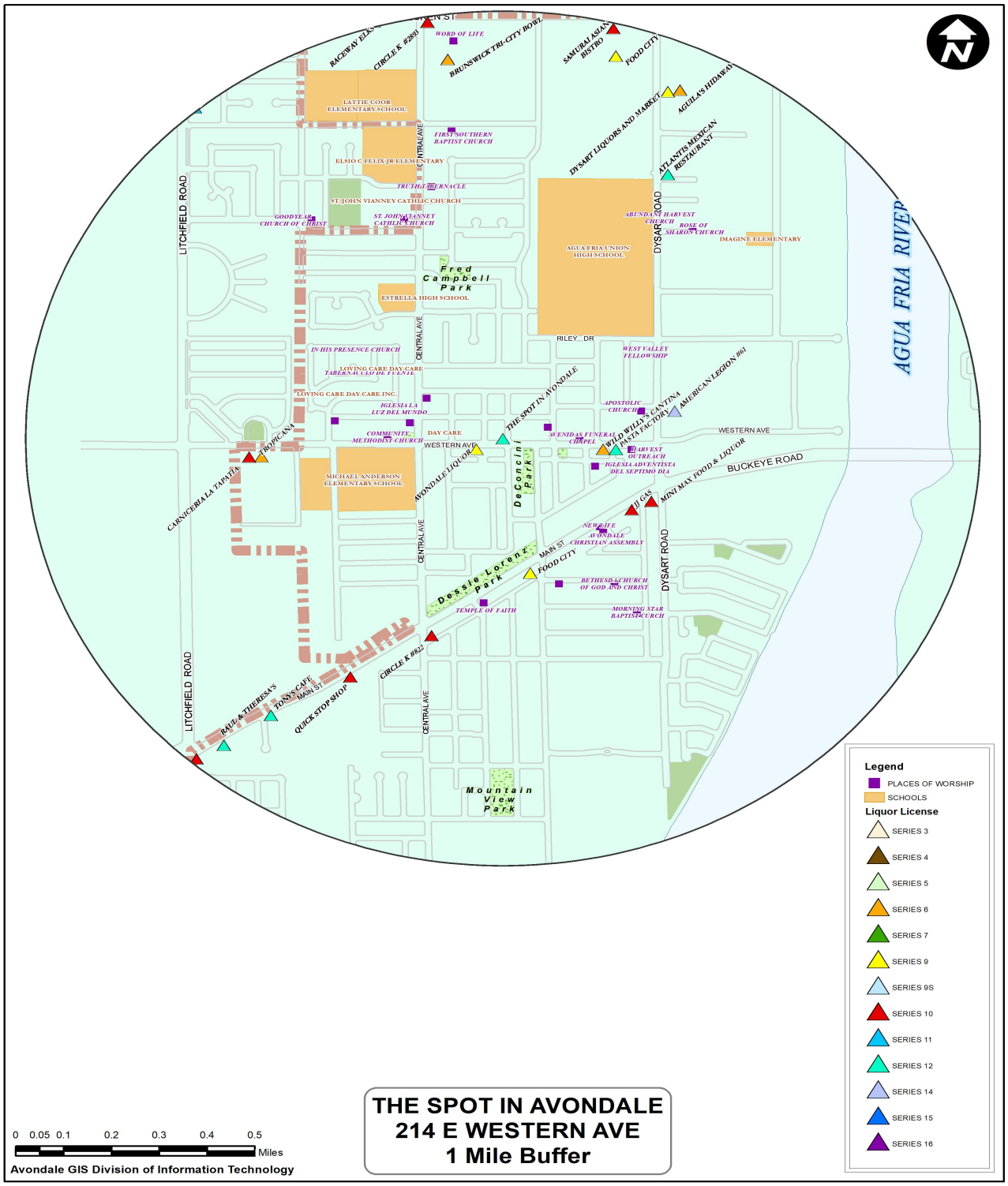
KID'S CORNER

Beans & Franks
Hamburger Slider
Chicago Style Hot Dog
Grill Cheese
Mac & Cheese

Select Sides:
Mac & Cheese
Fries
small salad Comes with a
Fountain drink , Apple Juice

Avondale
Aspiring. Achieving. Accelerating.

GIS MAP



Jason Eneboe
Jason Eneboe (Apr 25, 2022 07:22 PDT)

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	LETITIA D TORRES
Business Name	THE SPOT IN AVONDALE
Business Address	214 E WESTERN AVE

Department Comments

The General Plan designates the property as the Historic Avondale District, the current zoning is Old Town Business District (OTAB). A restaurant is an allowed use per the Zoning Ordinance.

- ☐ **Police Department**
- ☐ **Fire Department**
- ☑ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

E-Signature	Associate Planner **Title**
Augustus Gerletti **Name**	May 3, 2022 **Date**

This license is scheduled for the City Council Meeting on: May 16, 2022

Please complete form by: May 2, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	LETITIA D TORRES
Business Name	THE SPOT IN AVONDALE
Business Address	214 E WESTERN AVE
Department Comments	

☐ **Police Department** ☐ **Fire Department**

☐ **Development Services** ☑ **Finance Department**

◉ **Approved** ○ **Denied**

Daniel Vazquez
Daniel Vazquez (May 2, 2022 10:21 PDT)
E-Signature

Accountant/Tax Auditor
Title

Daniel Vazquez
Name

May 2, 2022
Date

This license is scheduled for the City Council Meeting on: May 16, 2022

Please complete form by: May 2, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	LETITIA D TORRES
Business Name	THE SPOT IN AVONDALE
Business Address	214 E WESTERN AVE
Department Comments	

- ☐ **Police Department**
- ☑ **Fire Department**
- ☐ **Development Services**
- ☐ **Finance Department**

- ◉ **Approved**
- ○ **Denied**

Jason Napier
Jason Napier (May 2, 2022 14:19 PDT)
E-Signature

Fire Marshal
Title

Jason Napier
Name

May 2, 2022
Date

This license is scheduled for the City Council Meeting on: May 16, 2022

Please complete form by: May 2, 2022

Avondale
Aspiring. Achieving. Accelerating.

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	LETITIA D TORRES
Business Name	THE SPOT IN AVONDALE
Business Address	214 E WESTERN AVE
Department Comments	

- [x] **Police Department**
- [ ] **Fire Department**
- [ ] **Development Services**
- [ ] **Finance Department**

- (●) **Approved**
- ( ) **Denied**

Jonathon Martin
Jonathon Martin (Apr 25, 2022 07:24 PDT)
E-Signature

Asst. Chief (Interim)
Title

Jonathon Martin
Name

Apr 25, 2022
Date

This license is scheduled for the City Council Meeting on: May 16, 2022

Please complete form by: May 2, 2022

Item Number: 3.d.

CITY COUNCIL REPORT

SUBJECT: Budget Amendment - Fund Transfers

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Renee Weatherless, Position, (623) 333-2011

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

STRATEGIC PLAN:

Inovative Program and Service Delivery
These budget adjustments and transfers will allow for the efficient use of city resources.

PURPOSE:

City Council will consider a request to amend the Fiscal Year 2022 budget and authorize interfund transfers to facilitate the closure of various funds that are no longer needed, correct historical coding errors, and prepare for the close of the fiscal year and corresponding debt service payments and authorize staff to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City staff recently reviewed fund balances in preparation for the closing of fiscal year 2022. The review identified various funds that are no longer utilized, some historical coding errors, and needed budget adjustments for debt service payments.

DISCUSSION:

The needed adjustments along with the reasons are as follows:

Construction Funds - Historically, the city budgeted the expenses related to capital projects to construction funds and transferred resources into those funds from the various fund sources. The past transfers of resources into the construction funds were based on budget, not on actual expenses, which resulted in the accumulation of fund balance or deficits depending on actual expenditures. The city now budgets projects directly to the funding source, rather than transferring resources, so these legacy construction funds are no longer necessary. The following transfers are needed to close these funds.

Street Construction -- $1,395,778.43 to the Highway Users Revenue Fund and $80,937.11 to the General Fund.
Police Construction -- $1,481,720.42 to the General Fund
Park Construction -- $492,853.14 from the General Fund
Library Construction -- $743.12 to the General Fund
Fire Construction -- $1,542,236.95 from the General Fund
Transit Construction -- $495,928.41 to the General Fund

Park Debt Service -- This fund has not had any activity since FY2015. The remaining balance is less than the initial transfer from the General Fund. Therefore, it is recommended that the balance of $106,187.09 be

transferred to the General Fund.

General Government Development Fee -- The city discontinued collecting a General Government Development Fee. To close the fund, it is recommended $150,715.40 be transferred from the General Fund to the General Government Development Fee Fund to eliminate the negative fund balance.

Abbott Community Center -- This fund has been inactive since FY2007. Staff recommends transferring the $90.19 balance to the General fund so the fund can be closed.

VOCA Crime Victim -- This fund has been inactive since FY2015. Staff recommends transferring the $6,595.79 balance to the General Fund. This is less than the General Fund contribution to the fund.

Court Payments -- This fund has been replaced by three other funds based on the revenue source. Staff recommends allocating the balance of the fund based on sources as follows: $178,675.34 to the Court Enhancement Fund, $267,558.30 to the Judicial Collection Enhancement Fund (JCEF), and $84,229.10 to the Fill the GAP Fund.

Library Projects -- This fund is no longer used. Staff recommends transferring the $44,097.31 balance to the General Fund.

RICO Funds - An analysis of the State and Federal RICO funds identified historical accounting errors. To correct those errors, it is recommended that the balances of $1,715.86 and $2,510.93 be transferred from the State and Federal RICO funds to the General Fund.

PRO Debt Services Fund -Transfer $185,000 from the Dedicated Sales Tax Fund to cover the required resources to make the 7/1/2022 debt service payment.

GO Bond Construction 2019 Fund - Transfer $676,601 to the General Fund to reimburse it for FY2021 expenditures for the police expansion project and the construction of the resource center.

BUDGET IMPACT:

The recommended transfers will impact the following fund balances:

- General Fund fund -- $711,322,
- Highway User Revenue Fund -- $1,395,778
- Court Enhancement -- $178,675
- JCEF -- $267,558
- Fill the GAP -- $84,229
- Dedicated Sales Tax -- ($185,000)

Additionally, the following funds will have a zero balance after the transfers:

- Street Construction
- Police Construction
- Park Construction
- Library Construction
- Fire Construction
- Transit Construction
- Park Debt Service
- General Government Development Fee
- Abbott Community Center

- VOCA Crime Victim
- Court Payments
- Library Projects
- RICO State
- RICO Federal

RECOMMENDATION:
Staff recommends authorizing the interfund transfers outlined in this staff report to correct fund balances along with the necessary budget adjustments utilizing the unanticipated revenue contingency budget..

Contact person for document distribution:

Recommended Interfund Transfers

Fund	General Fund	HURF	Court Enhancement	JCEF	Fill the GAP	Dedicated Sales Tax
Street Construction	$ 80,937.11	$1,395,778.43				
Police Construction	$ 1,481,720.42					
Park Construction	$ (492,853.14)					
Library Construction	$ 743.12					
Fire Construction	$(1,542,236.95)					
Transit Construction	$ 495,928.41					
Park Debt Service	$ 106,187.09					
Gen Gov't Development Fee	$ (150,715.40)					
Abbott Community Center	$ 90.19					
VOCA Crime Victim	$ 6,595.79					
Court Payments			$178,675.34	$267,558.30	$84,229.10	
Library Projects	$ 44,097.31					
RICO State	$ 1,715.86					
RICO Federal	$ 2,510.93					
PRO Debt Service Fund						$ (185,000.00)
GO Bond Construction	$ 676,601.00					
Total	**$ 711,321.74**	**$1,395,778.43**	**$178,675.34**	**$267,558.30**	**$84,229.10**	**$ (185,000.00)**

Item Number: 3.e.

CITY COUNCIL REPORT

SUBJECT: Award Authority Amendment for the Southwest Family Advocacy Center Lease

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Reem George, Director, Southwest Family Advocacy Center, (623) 333-7911

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

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 the continuous operation of the Family Advocacy Center. The Center provides a safe and inviting holistic space for child and adult crime victims and their families for the purpose of investigating alleged crimes, providing resources and support, and promoting mental wellness through trauma-informed therapy.

PURPOSE:

City Council will consider a request to amend the Administrative Award Authority for the Family Advocacy Center building lease for FY2021-2022 and authorize the Mayor, or Acting City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Over the last two years, the City has established the list of line items for the Administrative Award, which was approved with the Annual Budget adoption. On June 7, 2021, the City Council adopted Resolution 1047-0621 approving the final budget for fiscal year 2021-2022 (FY2022). The Administrative Award document was attached as Exhibit B and approved as part of that adopted budget and governs the maximum Administrative Awarding Authority on services or commodities over $50,000.

DISCUSSION:

The Administrative Awards document gave the Police Department a maximum authorization of $400,000 for the Family Advocacy Center lease. The Police Department projects needing $10,000 in additional award authority for FY2022 to account for the lease increase.

BUDGET IMPACT:

This additional amount for the award authority will be covered by savings from other areas of the Advocacy Center FY2021-2022 operation budget. Any additional cost is divided equally among the partnerships that contribute equally to the total operating budget for the Family Advocacy Center through an Intergovernmental Agreement. The partnership includes the Avondale Police Department, the Buckeye Police Department, the

Goodyear Police Department, and the Maricopa County Sheriff's Office.

RECOMMENDATION:

Staff recommends City Council amend the Administrative Award Authority for building lease for FY2021-2022 as outlined in the attached document and authorize the Mayor, or City Manager, and City Clerk to execute the necessary documents.

Contact person for document distribution: *Reem George*

Exhibit B

Police Department Reference	Description	FY22 Admin Award	FY22 Revised Admin Award
22490	Contracted Jail Per Diem and Housing Services	$ 250,000	
22491	False Alarm Contract - Revenue Share Payment	$ 65,000	
22492	Glendale Regional Public Safety Training Center (GRPSTC)	$ 100,000	
22493	Contractual Maint./Radio & Communications	$ 85,000	
22494	Family Advocacy Center Lease	$ 400,000	$ 410,000
22495	Computer Equipment	$ 55,000	
22496	Firearm Training Supplies	$ 150,000	
22497	Uniform Purchase	$ 300,000	
22498	Safety Apparel/Equipment	$ 100,000	
22499	Car Radio	$ 85,000	
22500	Handheld radio	$ 115,000	
22501	Arizona Governor's Office of Highway Safety (GOHS) Vehicle	$ 75,000	

Item Number: 3.f.

CITY COUNCIL REPORT

SUBJECT: Award Authority Amendment for Banking Service Fees

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Renee Weatherless, Director, Finance and Budget Department, (623) 333-2011

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

STRATEGIC PLAN:
Innovative Service and Program Delivery.

PURPOSE:
City Council will consider a request to amend the Administrative Award Authority for banking service fees for FY2021-2022 and authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Over the last two years, the City has established the list of line items for Administrative Award, which was approved with the Annual Budget adoption. On June 7, 2021, the City Council adopted Resolution 1047-0621 approving the final budget for fiscal year 2021-2022 (FY2022). The Administrative Award document listing for Finance is attached as Exhibit A and approved as part of that adopted budget and governs the maximum Administrative Awarding Authority on services or commodities over $50,000.

DISCUSSION:
The Finance Department has several contracts with firms that provide credit card processing, banking services and investment advisory services that support the City's overall financial services, utilities and general government services in areas such as permitting, Municipal Court fees, Police Department fines, etc. The contractual obligations are included in the Administrative Award for finance, banking and financial management fees that was approved at $760,000 in the current year budget.

A large component of these fees relate to the acceptance and processing of credit card payments. The City accepts credit cards as payment for most City bills and has established a maximum per-transaction charge of $25,000. Generally, the City's costs to accept payment using a credit card is approximately 3% of the transaction amount. Debit cards, ACH payments, and direct bill payments through a bank cost the City much less.

The City continues to accept credit card payments for fees related to new development permits to encourage less in-person traffic at City Hall. Recently, the City has experienced increased usage in this area. Because the transactions are much higher, processing fees have increased significantly. The Finance Department anticipates being able to cover these expenses with available budget capacity, but the corresponding award authority will need to be increased by $250,000.

City staff are seeking ways to mitigate the impact of these fees, while still providing convenient payment options for development customers.

BUDGET IMPACT:

Cost increases will likely require the Finance and Budget Department to use available vacancy savings from it's Personal Services budget, but will remain within its overall appropriation.

RECOMMENDATION:

Staff recommends City Council amend the Administrative Award Authority for banking and financial management fees for FY2021-2022 as outlined in the attached document and authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution:

OPERATING ITEMS FY2022 Line Items for Administrative Award				
Finance & Budget				
Reference	Description	Approved Amount		Revised Award Amount
22391	Finance, Banking and Financial Management Fees	$ 760,000	$ 250,000	$ 1,010,000

Item Number: 3.g.

CITY COUNCIL REPORT

SUBJECT: Acceptance of Additional Prop 302 Revenue

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Kenneth Chappa, Director of Economic Development, (623) 333-1411

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

STRATEGIC PLAN:

The Department of Economic Development utilizes Proposition 302 Funds to further our strategic plan of making the City of Avondale a tourist destination.

PURPOSE:

City Council will consider a request to increase the Prop 302 Tourism Fund 22745001-61900 in the amount of $48,000 and authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Proposition 302 Maricopa County Program is available to destination marketing organizations (DMO's) located within Maricopa County. The purpose of the program is to support Maricopa County tourism, marketing, and promotions. Every fiscal year Discover Avondale is awarded a projection amount for Proposition 302 Distribution. The projected amount for FY2022 was $47,000.00 with an FY2021 carry-over amount of $2,332.29. Due to the increase in demand for hotels in Maricopa County, Proposition 302 revenue has increased.

In 1999, voters approved the Proposition 302 initiative, which includes funding to promote tourism in Maricopa County. Funding is derived over a 30-year period from a car rental surcharge and a 1% tax on hotels in Maricopa County.

In accordance with A.R.S. 41-2306, A2 and A3, revenues are deposited pursuant to Title 5, Article 8, Article 2, section 5-835, subsection B or C and Title 42, Chapter 6, Article 3, section 42-6108.01. All monies in this account are continuously appropriated to the office of tourism, which, in consultation with a consortium of destination marketing organizations in the county in which the tourism and sports authority is established, shall be spent to promote tourism within that county.

Proposition 302 funds must be spent in the Fiscal Year they are distributed.

DISCUSSION:

In Fiscal Year 2022 there has been additional revenue generated for Proposition 302 from tourism in Maricopa County. The City of Avondale has the ability to accept and utilize these funds for our Tourism program in the current year and therefore requests permission to accept these funds. If this request is not approved, the funds must be returned to the County.

BUDGET IMPACT:

Approval of this agenda item will increase our current year's Tourism budget (Fund 22745001-61900) by $48,000 with additional Proposition 302 Funds.

RECOMMENDATION:

Staff recommends that City Council **Approve** a transfer of appropriation in the amount of $48,000 from the unanticipated revenue line item so the Department of Economic Development may utilize the additional Proposition 302 Funds within this year's Tourism Program.

Contact person for document distribution:

Item Number: 3.h.

CITY COUNCIL REPORT

SUBJECT: Professional Services Task Orders for Well 25 Rehabilitation and Well 26 Replacement

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4417

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Areas:

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

The rehabilitation of Well #25 and the replacement of Well #26 will allow Avondale to continue providing necessary water supply and uphold the level of service our customers expect.

PURPOSE:
City Council will consider a request to approve an amendment for Task Orders 7 and 8 to the Professional Services Agreement with Carollo Engineers, Inc. for design and inspection services for the Well 25 Rehabilitation and Well 26 Replacement Projects in advance of the FY2023 Budget award, using realized operational savings in the amount of $205,726, create the necessary budget transfers, and authorize the Mayor, or Acting City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Well 25 & Well 26 were constructed in 2008 and 1978 respectively with necessary maintenance taking place throughout their respective lives to keep them in good operating condition.

Well 25 capacity has quickly declined from 1,100 gallons per minute (gpm) to less than 200 gpm (82% reduction), therefore making it inefficient to operate. The well has been shut down and out of service since September of 2020. A very high-risk rating value of 100 was assigned for this well as part of Avondale's overall Well and Booster Station Condition Assessment completed last fall. Due to its age (14 Years) and condition, rehabilitation of this well is recommended.

Well 26 capacity has declined from 1,600 gpm to less than 200 gpm (88% reduction), therefore making it inefficient to operate. The well has been shut down and out of service since October 2021. A very high-risk rating value of 100 was assigned for this well, also as part of Avondale's overall Well and Booster Station Condition Assessment completed last fall. Due to its age (44 years) and condition, replacement of this well is

recommended.

DISCUSSION:

Wells 25 and 26 provide water to our centralized Coldwater Reservoir and Booster Station Facility in the vicinity of Van Buren Street and the Agua Fria River, and are critical to supplying water to the highly developing central portion of the City. Utilizing operational savings now, in lieu of waiting until the FY2023 budget award, allows an earlier start on design to expedite these two critical well projects.

BUDGET IMPACT:

The Well 25 and Well 26 projects are currently planned to be funded in the FY2023 budget at an amount of $250,000 and $3,000,000 respectively. Action on this request allows for the accelerating of the construction of the project but does not increase the planned costs of the project. Necessary administrative authority for this project is included in the proposed FY2023 budget. This action will require a budget transfer, but it will have a net neutral budget impact.

RECOMMENDATION:

Staff recommends City Council approve an amendment for Task Orders 7 and 8 to the Professional Services Agreement with Carollo Engineers, Inc. for design and inspection services for the Well 25 Rehabilitation and Well 26 Replacement Projects in advance of the FY23 Budget award, using realized operational savings in the amount of $205,726, create the necessary budget transfers, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution:

Item Number: 3.i.

CITY COUNCIL REPORT

SUBJECT: Starbucks – Avondale Gateway Re-Plat – Application PL-22-0013

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Jodie Novak, Acting Director/Assistant Director, Development & Engineering Services (623) 333-4015

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

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development
STRATEGY: Increase sustainability initiatives such as renewable clean energy or sustainable design and construction.

PURPOSE:

City Council will consider a request by George Morgan III, SDC III-AZ, LLC, for approval of a Re-Plat. The proposed Re-Plat divides a 1.52-acre subject property into two (2) parcels. The site is located at the northeast corner of Avondale Boulevard and Hilton Drive. The Council will take appropriate action.

BACKGROUND:

The site is located at the northeast corner of Avondale Boulevard and Hilton Drive, (Exhibits A and B). The 1.52-acre parcel is developed with a vacant commercial building and parking lot. The property was annexed into the City's corporate limits on May 20, 1987 (Ordinance No. 407) and rezoned from Agricultural (AG) to Avondale Gateway Planned Area Development case number Z-05-05.

The property is designated by the General Plan 2030 Land Use Map as The BLVD, a land use category to accommodate development of an active, pedestrian-friendly urban environment with a mix of uses and varying scales of density and intensity. More specifically, it is located within the Gateway District of The BLVD. The Gateway District is a district to accommodate the development of commercial uses.

The property has approximately 292.62 feet of frontage on Avondale Boulevard and approximately 103.26 feet of frontage on Hilton Drive.

An eight (8) foot Public Utility Easement (PUE) exists on the property adjacent to Hilton Drive.

Cross access presently exists between the two (2) proposed parcels.

The existing uses and zoning of surrounding properties include:

NORTH OF THE 1-10 FREEWAY: Vacant land zoned Community Commercial (C-2) and General Industrial (A-1).
EAST: A hotel (Residence Inn) zoned Avondale Gateway PAD.

SOUTH OF HILTON DRIVE: A fast food drive-through restaurant (Culver's) zoned Avondale Gateway PAD.
WEST of AVONDALE BOULEVARD: Vacant land being farmed zoned The BLVD District.

SUMMARY OF REQUEST:
The applicant is requesting approval of the Avondale Gateway Re-Plat (Exhibit D). The proposed Re-Plat splits a 1.57-acre parcel into (2) lots (Parcels A and B) with the following sizes:

- Parcel A: 0.867 acres
- Parcel B: 0.705 acres

The Re-Plat also dedicates an eight (8) foot PUE along Avondale Boulevard.

ANALYSIS:
The proposed Re-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 Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The proposed Re-Plat splits a 1.57-acre parcel into two (2) parcels and dedicates an eight (8) foot PUE.

DISCUSSION:

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The condition of approval is reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

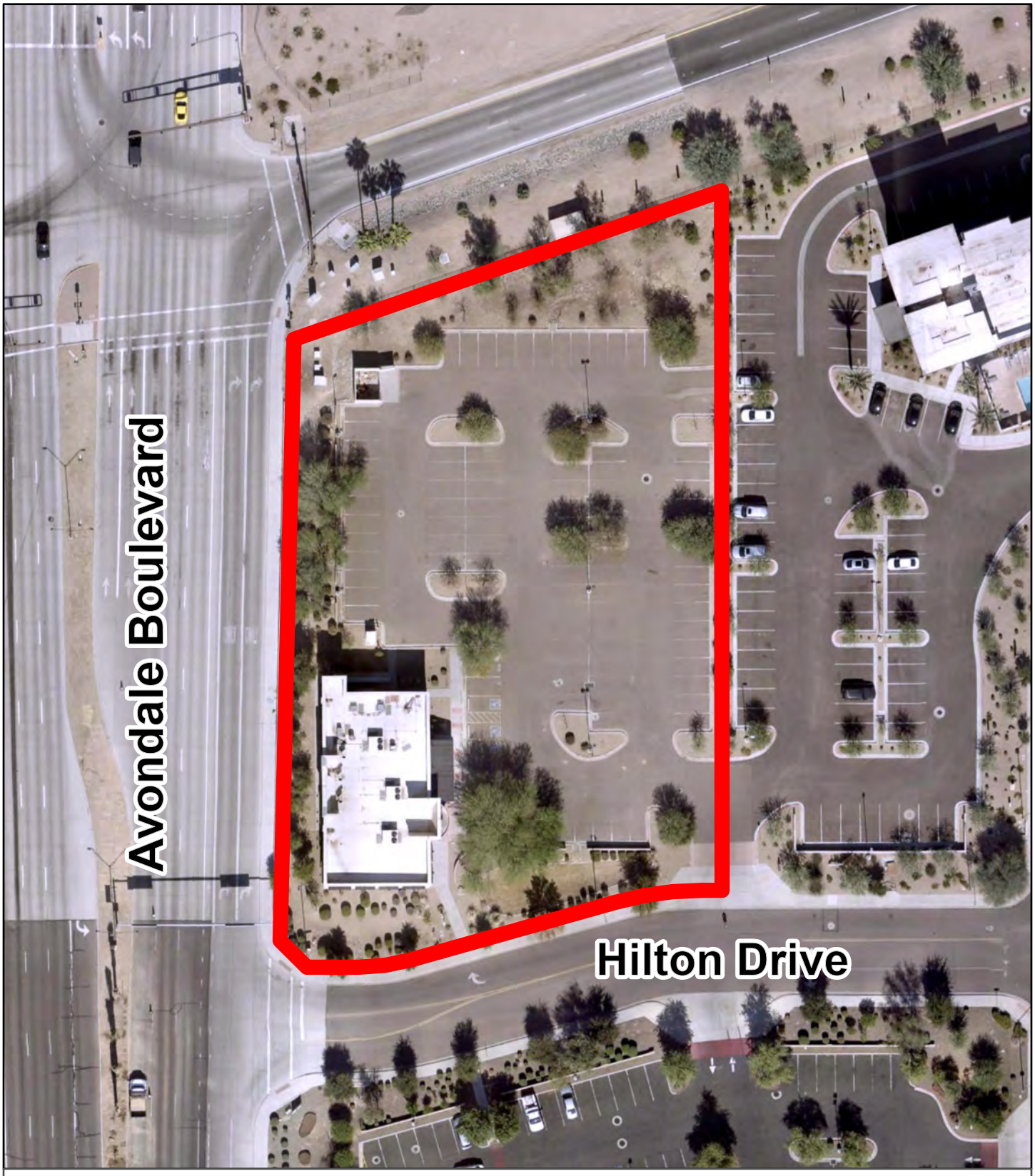
BUDGET IMPACT:
No budget impacts.

RECOMMENDATION:
Staff recommends that City Council **APPROVE** application PL-22-0013 Starbucks - Avondale Gateway Re-Plat, subject to the following one (1) condition of approval:

1. Development shall conform to the Starbucks - Avondale Gateway Re-Plat submitted March 16, 2022.

Contact person for document distribution: *Michelle Simerdla*

Exhibit A



Aerial Photograph

Avondale

Subject Property

N
W E
S

Date: 4/5/2022

Exhibit B

Zoning Vicinity

Avondale

Subject Property

N
W E
S

Date: 4/5/2022

Exhibit C

General Plan Land Use

Avondale

Gateway District

Subject Property

N
W E
S

Date: 4/5/2022

Exhibit D
Submitted 3-16-2022

FINAL PLAT OF "STARBUCKS-AVONDALE GATEWAY"

A RE-PLAT OF PORTIONS OF LOTS 2 OF "AVONDALE GATEWAY", RECORDED IN BOOK 854 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

RIGHT OF WAY DEDICATION TABLE:

STREET CLASIFICATION	R.O.W. DEDICATION	
	SF	AC
LOCAL	0	0
COLLECTOR	0	0
ARTERIAL	0	0

BENCHMARK:

THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF AVONDALE BENCHMARK 115 BEING THE SOUTHWEST CORNER OF SECTION 6, MARKED BY BRASS DISK, NO STAMPING, LOCATED AT INTERSECTION OF VAN BUREN STREET AND AVONDALE BOULEVARD, HAVING AN ELEVATION OF 996.20 FEET (NAVD 88).

BASIS OF BEARING:

THE BASIS OF BEARING IS THE MONUMENT LINE OF ROOSEVELT STREET, ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 6, USING A BEARING OF SOUTH 89 DEGREES 59 MINUTES 19 SECONDS WEST, PER THE FINAL PLAT OF AVONDALE GATEWAY, RECORDED IN BOOK 854 OF MAPS, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS;
SDC III–AZ, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES THIS FINAL–PLAT OF "STARBUCKS–AVONDALE GATEWAY", AS AND FOR THE RE–PLAT OF PORTIONS OF LOT 2 OF "AVONDALE GATEWAY", RECORDED IN BOOK 854 OF MAPS, PAGE 35, MARICOPA COUNTY RECORDS, LOCATED IN A PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE LOTS, STREET RIGHT OF WAY AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON THIS MAP.

EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF: SDC III–AZ, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAVE HEREUNTO CAUSED ITS CORPORATE NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICES, THEREUNTO DULY AUTHORIZED THIS THE _____ DAY OF
_____, 2022.

THE UNDERSIGNED OWNER HEREBY RATIFIES AND APPROVES THIS LOT SPLIT. THE PERSON SIGNING REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

SDC III–AZ, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

_____
BY: DATE

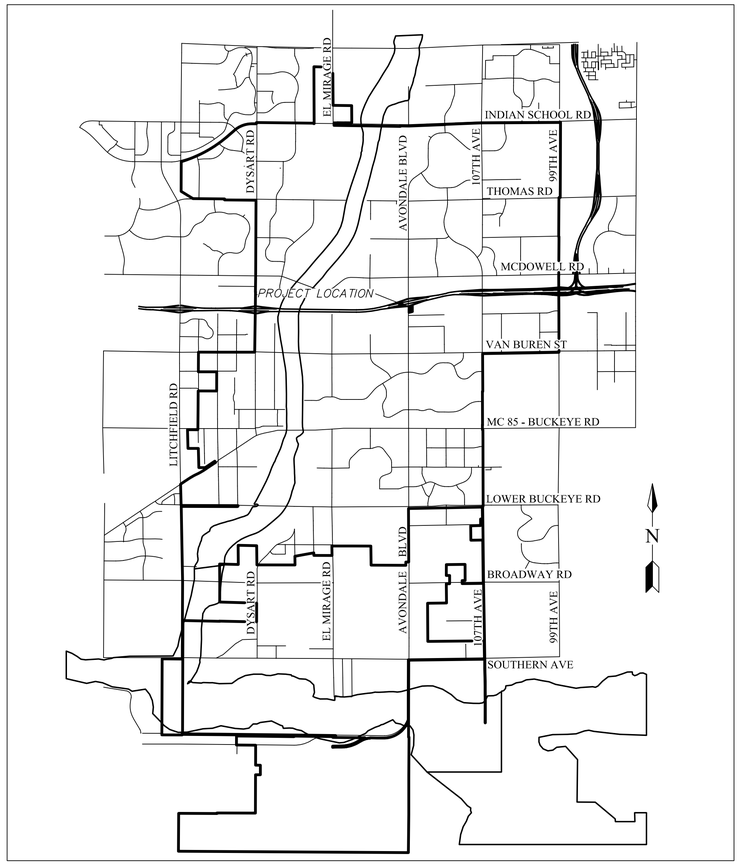
ACKNOWLEDGEMENT:

STATE OF _____)
) ss
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2022 BY _____, THE _____ OF SDC III–AZ, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____



KEY MAP
N.T.S.

SHEET INDEX:

SHEET 1 – COVER SHEET
SHEET 2 – PLAT MAP

LAND AREA TABLE:

PARCEL A	37,765 SQ. FT. / 0.867 AC.
PARCEL B	30,696 SQ. FT. / 0.705 AC.
TOTAL	68,461 SQ. FT. / 1.572 AC.

100 YEAR ASSURED WATER SUPPLY:

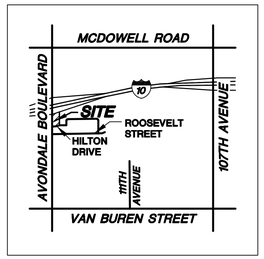
THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45–576 ARIZONA REVISED STATUTES.

OWNER/DEVELOPER

SDC III–AZ, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
C/O THE MORGAN COMPANIES
CONTACT PERSON: GEORGE A MORGAN III
ADDRESS: 13024 BALLANTYNE CORPORATE PLACE, SUITE 500
CHARLOTTE, NORTH CAROLINA, 28277
PHONE: (954) 637–2093

SURVEYOR

SUPERIOR SURVEYING SERVICES, INC.
CONTACT PERSON: JAMES WILLIAMSON
ADDRESS: 2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027
PHONE: (623) 869–0223



VICINITY MAP

NOTES:

1. ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT–OF–WAY IS TO BE MAINTAINED BY THE PROPERTY OWNERS, EXCLUDING MEDIANS ON ARTERIAL STREETS.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

8. ALL UNDERGROUND STORM DRAIN IN THE PUBLIC RIGHT–OF–WAY SHALL BE MAINTAINED BY OWNER.

9. CROSS ACCESS BETWEEN THE NEWLY CREATED PARCELS AND ACCESS TO PUBLIC AND PRIVATE ROADS IS PROVIDED BY DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR AVONDALE GATEWAY DATED AUGUST 1, 2005 AND RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY AS INSTRUMENT 20051089142.

APPROVALS AND ACCEPTANCE OF DEDICATION

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,
THIS_____ DAY OF _____, 2022.

_____
MAYOR DATE

_____
ATTEST, CITY CLERK DATE

_____
CITY ENGINEER DATE

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2022. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

–FOR REVIEW
NOT FOR
CONSTRUCTION
OR RECORDING

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
3/7/2022
Expires
ARIZONA, U.S.A.

_____
REGISTERED LAND SURVEYOR DATE

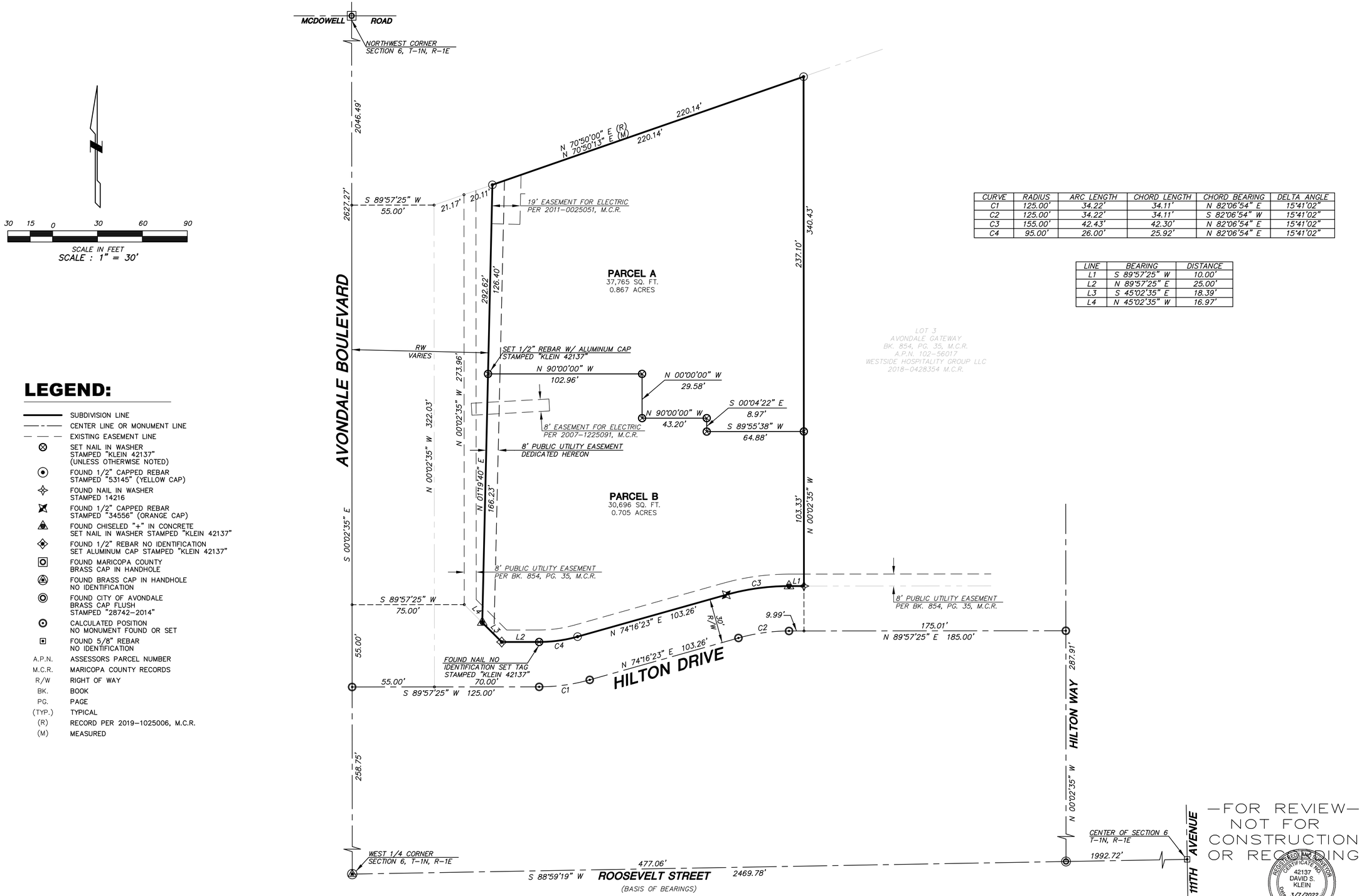
REVISIONS:

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623–869–0223 (office) 623–869–0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

SUPERIOR SURVEYING SERVICES, INC.

DEVELOPER/OWNER: SDCIII-AZ, LLC
PROJECT NAME: STARBUCKS-AVONDALE GATEWAY
PLAN TYPE: FINAL-PLAT

ORIGINAL PLAN DATE: 8/26/2021
LATEST REVISION DATE: 3/7/2022
SHEET NUMBER: 1 OF 2
PROJECT NUMBER: 202107065



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	125.00'	34.22'	34.11'	N 82°06'54" E	15°41'02"
C2	125.00'	34.22'	34.11'	S 82°06'54" W	15°41'02"
C3	155.00'	42.43'	42.30'	N 82°06'54" E	15°41'02"
C4	95.00'	26.00'	25.92'	N 82°06'54" E	15°41'02"

LINE	BEARING	DISTANCE
L1	S 89°57'25" W	10.00'
L2	N 89°57'25" E	25.00'
L3	S 45°02'35" E	18.39'
L4	N 45°02'35" W	16.97'

LEGEND:

- SUBDIVISION LINE
- CENTER LINE OR MONUMENT LINE
- EXISTING EASEMENT LINE
- SET NAIL IN WASHER STAMPED "KLEIN 42137" (UNLESS OTHERWISE NOTED)
- FOUND 1/2" CAPPED REBAR STAMPED "53145" (YELLOW CAP)
- FOUND NAIL IN WASHER STAMPED 14216
- FOUND 1/2" CAPPED REBAR STAMPED "34556" (ORANGE CAP)
- FOUND CHISELED "+" IN CONCRETE SET NAIL IN WASHER STAMPED "KLEIN 42137"
- FOUND 1/2" REBAR NO IDENTIFICATION SET ALUMINUM CAP STAMPED "KLEIN 42137"
- FOUND MARICOPA COUNTY BRASS CAP IN HANDHOLE
- FOUND BRASS CAP IN HANDHOLE NO IDENTIFICATION
- FOUND CITY OF AVONDALE BRASS CAP FLUSH STAMPED "28742-2014"
- CALCULATED POSITION NO MONUMENT FOUND OR SET
- FOUND 5/8" REBAR NO IDENTIFICATION

A.P.N.	ASSESSORS PARCEL NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT OF WAY
BK.	BOOK
PG.	PAGE
(TYP.)	TYPICAL
(R)	RECORD PER 2019-1025006, M.C.R.
(M)	MEASURED

—FOR REVIEW—
NOT FOR
CONSTRUCTION
OR RECORDING

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
3/7/2022
DATE SIGNED
ARIZONA, U.S.A.

REVISIONS:

SUPERIOR
SURVEYING SERVICES, INC.
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DEVELOPER/OWNER
SDCIII-AZ, LLC

PROJECT NAME
STARBUCKS-AVONDALE GATEWAY

PLAN TYPE
FINAL-PLAT

ORIGINAL PLAN DATE
8/26/2021

LATEST REVISION DATE
3/7/2022

SHEET NUMBER
2 OF 2

PROJECT NUMBER
202107065

Item Number: 3.j.

CITY COUNCIL REPORT

SUBJECT: First Amendment to Contract for Services and Amendment to Lease Agreement-Area Agency on Aging Fiscal Year 2021-2022

MEETING DATE: 5/16/2022

TO: Mayor and Council

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

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

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 to: (a) approve an amendment to the current contract with Area Agency on Aging (AAA) for fiscal year 2021-2022 to receive additional funding in the amount of $10,000 for the Congregate Meal Program; (b) amend the current lease agreement with Area Agency on Aging (AAA) for fiscal year 2021-2022 to receive an additional 12 passenger vehicle in exchange for $1 lease fee; and (c) authorize the City Attorney, Acting City Manager and City Clerk to execute the necessary documents. 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 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 Congregate Meal Materials and Supplies to accommodate increased service needs.

Area Agency on Aging has offered the City of Avondale an additional vehicle to utilize for transportation services. The vehicle will be utilized as additional back up to support increased transportation needs.

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. The vehicle agreement will require an additional $1 to be provided by City of Avondale in exchange for use of the vehicle. The City is responsible for all operating costs associated with the use of the vehicle; however, since this vehicle will be used as a back-up only, it is not expected to have a negative impact on the budget.

RECOMMENDATION:

Staff recommends that City Council approve an amendment to contract #2022-07-AVO and vehicle lease agreement #V2022-05-AVO and authorize the Mayor, City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: *Erin Lutz and Sandy Lopez*

VEHICLE LEASE AGREEMENT BETWEEN

V2022-05-AVO

Area Agency on Aging, Region One, Incorporated *AND* **City of Avondale**
1366 East Thomas Road, Suite 108 **11465 West Civic Center Drive**
Phoenix, Arizona 85014 **Avondale, Arizona 85323**
602-264-2255 fax: 602-230-9132 **623-333-1000 fax: 623-333-0100**
EIN: 866000233

DURATION OF THE AGREEMENT, FY 2022: Effective July 1, 2021 and shall end June 30, 2022

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

Jaycene Cassata, Finance Dept. Erin Lutz, Senior Center Coordinator

RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2021-09-AVO

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

This Contract is entered into by and between City of Avondale, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, any additional, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING, REGION ONE, INCORPORATED **CITY OF AVONDALE**

Signature and Date Signature and Date

Mary Lynn Kasunic, President & CEO **Cherlene Penilla, Acting City Manager**

City of Avondale ATTEST:

VEHICLE LEASE IDENTIFICATION PAGE

Year & Make	**Model**	**VIN #**
2009 FORD	ELDORADO BUS	1FD3E35SX8DB47856
2018 FORD	ESCAPE SUV- GAS	1FMCU0GD8JUC70853
2018 FORD	ESCAPE SUV- GAS	1FMCU0GDXJUB74013
2020 FORD	ESCAPE SUV- GAS	1FMCU0G68LUB18561
2020 FORD	ALLSTAR 22 E-350 BUS	1FDEE3F61KDC71564
2019 FORD	STARCRAFT ALLSTATE 22 BUS	1FDEE3F68KDC12236

Terms and Conditions

1. CONTRACT ADMINISTRATION
    a. Vehicle Lease Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar ($1.00) per vehicle.
    b. Contract Term The term of this agreement shall be for the period of time from the begin date identified on the Signature page to the termination date identified on the Signature page and as related to the Service Contract identified on the Signature page.
    c. Term The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement.
    d. Compliance with Applicable Laws
        i. All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
        ii. This contract shall be governed and interpreted by the laws of the State of Arizona.
        iii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws and the Contractor shall maintain all applicable license and permit requirements.
        iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
    e. Notices All notices under this Lease Agreement shall be directed in writing to the persons and addresses specified for such purpose on the Signature page or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
    f. Assignment and Delegation Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO.
    g. Liens Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
    h. Visitation, Inspection Contractor's facilities, vehicles leased in this agreement, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.
    i. Books and Records Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.
    j. Termination
        i. Mutual Agreement This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
        ii. Termination of Service Contract Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.
        iii. Cancellation for Conflict of Interest Pursuant to A.R.S §38-511 as may be amended, Area Agency may cancel this contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Area Agency is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this contract as provided in A.R.S

§38-511 as may be amended.

iv. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.

v. Suspension or Debarment The Area Agency may, by written notice to the Contractor, immediately terminate this contract if the Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency in writing.

vi. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.

vii. Termination for Default

1. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
3. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
4. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
5. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
6. For designated agencies, termination shall comply with the Older American's Act legislation.

viii. Continuation of Performance Through Termination Area Agency and the Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

ix. Termination for Any Reason

1. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
2. In the event of termination or suspension of the contract by the Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the State, and DES for any claim by any other party against Area Agency, the State, or DES arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
3. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.

k. Return: Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles as follows
   i. Vehicles shall be in operating condition per all city, state, federal laws and standards.
   ii. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.
   iii. Vehicle may not have body or interior damage without written approval from Area Agency.
   iv. The condition the vehicles were received in will be considered when determining the Vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.
   v. **Contractor shall remove any non-Area Agency signage** as may have been adhered to the vehicle with approval from Area Agency.
   vi. Listed below are additional requirements for a contractor to return a vehicle. These requirements take effect July 1, 2019 and thereafter and will be included in our Vehicle Leases between Contractor and the Area Agency on Aging.
      (a) REASON FOR THE RETURN REQUEST
      (b) PHOTOS OF THE INTERIOR AND EXTERIOR OF THE VEHICLE
      (c) THE VEHICLE MUST BE CLEAN INSIDE AND OUT WHICH INCLUDES THE VEHICLE'S INTERIOR UPHOLSTERY
      (d) CURRENT MILEAGE
      MAINTENANCE RECORDS FOR THE PREVIOUS 12 MONTHS WHICH INCLUDES A LIST OF ANY LARGE REPAIRS MADE TO THE VEHICLE BY YOUR ORGANIZATIO

1. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)

2. INDEMNIFICATION
   a. Indemnification Contractor/Vendor Indemnification (Not Public Agency): The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Area Agency or the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State

of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

b. Indemnification Clause The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency and/or State as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

3. INSURANCE

a. Insurance Requirements Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency and State of Arizona, in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

b. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:

i. Required Agencies

√ Area Agency on Aging, Region One Incorporated

√ State of Arizona and Department of Economic Security

√ Bridgeway Health Solutions

√ United Health Care

n/a Maricopa County Public Health Department

√ Mercy Care

n/a Total Transit Enterprises, LLC / Total Transit, Inc. / Veyo, LLC

ii. The policy shall be endorsed to include the following Additional Insured language: *"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor".*

iii. The Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.

iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.

c. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate $3,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000

- Blanket Contractual Liability – Written & Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

ii. Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
3. This section, Business Automobile Liability, shall not be applicable in the event the Contractor (or its subcontractors) does not utilize a vehicle in any manner in the performance of this contract or if the utilization is used only for commuting purposes. In the event the Contractor (or its subcontractors) subsequently utilizes any vehicle in the performance of the contract or utilizes it for other than commuting purposes, this section, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

iii. Workers Compensation and Employers' Liability

1. Workers' Compensation Statutory
2. Employers' Liability
   a. Each Accident $ 500,000
   b. Disease – Each Employee $ 500,000
   c. Disease – Policy Limit $1,000,000
3. Policy shall contain a waiver of subrogation against Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

iv. Professional Liability (Errors and Omissions Liability)

1. Requirements as follows
   a. Each Claim $1,000,000
   b. Annual Aggregate $2,000,000
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and Service Specifications, work definitions, and other performance statements of this contract.

v. Fidelity Bond or Crime Insurance

- Bond Policy Limit $100,000

1. The bond or policy shall be issued with minimum limits of $100,000.

2. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
3. The bond or policy shall include coverage for third party fidelity.
4. The bond or policy shall include coverage for theft and mysterious disappearance.
5. The bond or policy shall contain no requirement for arrest and conviction.
6. The bond or policy shall cover loss outside the premises of the Named Insured.

d. Notice of Cancellation Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.

e. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

f. Verification of Coverage
   i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
   ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
   iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**.**

g. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.

h. Approval Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

i. Exceptions
   i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
   ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph ***5.h. Approval of this section***, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.
      1. As provided in paragraph ***5.h. Approval of this section***, the Area Agency President/CEO shall decide whether such modification may be permitted.

2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this ***Section 5 Insurance***.

4. VEHICLE SERVICES AND OPERATIONS
   a. Services This Vehicle Lease Agreement The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.
   b. Facility(s) Services are limited to the sites as identified in the Service Contract Facility Location page.
   c. Vehicle Operation and Maintenance
      i. Liabilities
         1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
         2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
         3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
         4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
         5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.
      ii. Operation Expenses The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
      iii. Maintenance Contractor is responsible to:
         1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
         2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
         3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
         4. Clean the vehicle regularly.
         5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.
      iv. Alterations of Vehicle Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.
      v. Accidents / Damage In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
   d. Personnel Requirements Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
      i. All equipment operators will have a valid Arizona drivers license, a copy which will be on file with

the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Drivers License) is required for equipment operation it will also be required to be on file for inspection.

ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.

iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.

e. Evaluation & Monitoring: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).

f. Reporting Requirements

i. Semi-Annual Maintenance Report Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.

ii. Accidents / Damage

1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
2. submit a written report of the incident to the Area Agency within three (3) days; and
3. submit other documentation, reports, evidence as required or requested by Area Agency.

Contract #2022-07-AVO

AMENDMENT 1

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: May 16, 2022

PURPOSE OF THE AMENDMENT:

1. Increase Area Agency funding for Congregate Meals by $10,000 from $115,977 to $125,977 for the purchase of Congregate Dining Supplies due to increased service needs and food cost.

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

Signature and Date

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

City of Avondale

Signature and Date

Cherlene Penilla, Acting City Manager

City of Avondale ATTEST:
City Clerk

CONTRACT #: 2022-07-AVO

CONTRACTOR: City of Avondale

Document ***Amendment 1***

Contract Term July 1, 2021 to June 30, 2022

Contract Payment Ceiling for All Services: **TOTAL: $ 393,391**

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
Area Agency	125,977	189,472	12,000	65,942
Project Income	9,900	1,120	-	900
Non-Fed Inkind	-	-	-	-
Non-Fed Cash	51,680	95,521	102,997	84,311
Other Federal	-	-	-	-
TOTAL	187,557	286,113	114,997	151,153
EXPENSES				
Personnel	70,687	132,933	79,422	86,223
ERE	23,350	37,350	21,250	17,150
Prof&Outside	-	-	1,500	-
Travel	-	14,400	-	29,105
Space	10,800	6,200	5,000	-
Equipment	-	-	-	-
Materials/Supl	73,245	77,955	2,100	-
Operating Svc	9,475	17,275	5,725	18,675
Indirect	-	-	-	-
TOTAL	187,557	286,113	114,997	151,153
Units	16,500	16,000	3,500	10,000
Unit Rate	$ 11.37	$ 17.88	$ 32.86	$ 15.12

Item Number: 3.k.

CITY COUNCIL REPORT

SUBJECT: Resolution 1032-0522 - Amendment No. 9 to the Intergovernmental Agreement with Maricopa County Administered by the Human Services Department

MEETING DATE: 5/16/2022

TO: Mayor and Council

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

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

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 1032-0522, approving Amendment No. 9 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 Acting 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 requested to amend the current contract to change the title of the CAP provider (Avondale CAP) from a Subrecipient to a Contractor. This Amendment will be retroactive to 7/1/2021. There are no further changes being requested at this time.

BUDGET IMPACT:

The amendment will have no budget impact.

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.

Contact person for document distribution: *Carole-Jerie Guajardo*

RESOLUTION NO. 1032-0522

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT NO. 9 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. 9 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 2021-2022 (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 16, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1032-0522

[Amendment]

See following pages.

AMENDMENT NO. 9 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 ("Contractor"), 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 Contractor 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 Contractor 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. The Parties fully executed Amendment No. 7 on or about May 19, 2021, which (among other things) provided additional funding for the period April 1, 2021, through June 30, 2021. The Parties fully executed Amendment No. 8 on or about July 14, 2021, which (among other things) extended the Agreement Termination date to June 30, 2022 and provided $559,320 for the period of July 1, 2021 through June 30, 2022.

II. The Parties agree to enter into this Amendment No. 9 to amend the Agreement as follows:

A. Amendment No. 3 of the Agreement revised the City's title from "Contractor" to "Subrecipient" and added audit and contract requirements. The County is now reverting the title to "Contractor" and removing any reference to "Subrecipient" for this Agreement. Revising the title to Contractor requires the following changes:

i. Revise Section I (General Provisions), paragraph GG (Agreement Compliance Monitoring) by removing in its entirety and replacing with the following:

GG. AGREEMENT COMPLIANCE MONITORING

1. The County shall monitor Contractor's compliance with, and performance under, the terms of this Agreement. On-site visits for

compliance monitoring may be made by the County and/or its grantor agencies at any time during Contractor's normal business hours, announced or unannounced.

2. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Agreement.

ii. Revise Section II (Special Provisions), paragraph M (Disallowed Costs) to remove Subrecipient reference and replace with Contractor, throughout paragraph.

iii. Revise Section III (Work Statement), paragraph B (Training) remove Subrecipient reference and replace with Contractor, throughout paragraph.

iv. Revise Section IV (Compensation) to remove Subrecipient reference and replace with Contractor.

B. The title of Contractor and revisions to the Agreement shall be retroactive to July 1, 2021.

C. Changes made by this Amendment No. 9 shall also be reflected in Amendments No. 4, 5, 6, 7 and 8.

III. Section II above contains all the changes made by this Amendment No. 9. All other terms and conditions of the Agreement remain in full force and effect as amended by previous amendments.

IV. The Parties have authorized the undersigned to execute this Amendment No. 9 on their behalf.

V. This Amendment No. 9 shall be effective upon approval and signature by both Parties.

(Signatures are contained on the follow page)

IN WITNESS, the Parties have approved and signed this Amendment No. 9:

APPROVED BY:
CITY OF AVONDALE

_____
Mayor Date

Attested To:

_____
City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 9 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.

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

_____
Chairman, Board of Supervisors Date

Attested To:

_____
Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 9 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:

BY: _____
Deputy County Attorney Date

Item Number: 3.I.

CITY COUNCIL REPORT

SUBJECT: Resolution 1033-0522 - Intergovernmental Agreement with Maricopa County for Workforce Development Services

MEETING DATE: 5/16/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:

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.

PURPOSE:

City Council will consider a request to adopt Resolution 1033-0522 - an Intergovernmental Agreement (IGA) with the Maricopa County, Human Services Department, Workforce Development Division for the provision of workforce development services provided by the Workforce Development Coordinator and Youth Workforce Advisor and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Neighborhood and Family Services Department has seen an increase in requests and the need for workforce development services in the community. It is important to Neighborhood and Family Services Department to meet the needs of the community by leveraging strategic partnerships to expand workforce development opportunities and to work with community partners to expand employment opportunities for residents through job training and placement programs. Neighborhood and Family Services Department is assured The Workforce Innovation and Opportunity Act (WIOA) of 2014, 29 U.S.C. § 3101, et seq., Public Law 113-128, signed into law on July 22, 2014, and became effective on July 1, 2015 is a great way to meet this need and request. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Maricopa County is designated as a Local Workforce Development Area (LWDA) under the federal WIOA Program.

DISCUSSION:

The purpose of this Agreement is to integrate County’s workforce development system into the City of Avondale by providing workforce development services. The goal is to support workforce development activities and training efforts that will enable the local employers to attract and retain top talent, as well as to provide adult and youth job seekers with Workforce Innovation and Opportunity Act (WIOA) program services. The County shall assign County staff to be located at the Arizona Complete Health Resource Center, an Itinerant Youth Career Advisor; and a Workforce Development Coordinator. The Itinerant Youth Career Advisor will be assigned to the City of Avondale location one day per week. The Workforce Development Coordinator will be assigned to the City of Avondale location 40 hours per week. The services to be provided

will benefit City residents by having County staff available to meet with job seekers (Adult and Youth) and local employers and provide WIOA activities that will improve residents' knowledge for conducting job searches to secure stable employment; exploring career opportunities; improving skills necessary to enter or advance in a specific occupation or trade; and employment opportunities with local employers.

BUDGET IMPACT:

The parties shall share the costs for funding the program activities. The City shall compensate the County for program service delivery for a portion (approximately 50 percent) of the Workforce Development Coordinator's salary and related benefits up to the established maximums specified below. Funding for this cost shared position will be covered using the city's FY2023 CDBG allocation as detailed in the recently approved 2022-2023 HUD annual Action Plan. The City shall compensate the County as follows:

- For the period of July 1, 2022 through June 30, 2023, an amount not to exceed $48,870; and
- For the period of July 1, 2023 through June 30, 2024, and amount not to exceed $50,495.

RECOMMENDATION:

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

Contact person for document distribution: *Donna Gardner; Christopher Lopez*

RESOLUTION NO. 1033-0522

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) PROGRAM SERVICES.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, relating to supporting workforce development activities and training efforts to assist local employers to attract and retain top talent, as well as to provide adult and youth job seekers with Workforce Innovation and Opportunity Act (WIOA) program services ("Program") 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 16, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1033-0522

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

County Contract No.: _____
City Contract No.: _____
Agreement Amount: $99,365
Agreement Start Date: July 1, 2022
Agreement Termination Date: June 30, 2024

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Avondale ("City") and Maricopa County ("County") administered by its Human Services Department, Workforce Development Division ("Department") and pertains to Workforce Development services. The County and the City collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

2.1 The purpose of this Agreement is to integrate County's workforce development system into City's social and community services resource network. The Parties' goal is to support workforce development activities and training efforts that will enable the local employers to attract and retain top talent, as well as to provide adult and youth job seekers with Workforce Innovation and Opportunity Act (WIOA) program services ("Program").

2.2 The integrated service delivery model will be located at the following City facility
- 2.2.1 Arizona Complete Health Resource Center – 995 E. Riley Dr., Avondale, AZ 85323

2.3 The County shall assign County staff to be located at the locations listed above:
- 2.3.1 An Itinerant Youth Career Advisor; and
- 2.3.2 A Workforce Development Coordinator
- 2.3.3 The Itinerant Youth Career Advisor will be assigned to the City of Avondale location one day per week. The Workforce Development Coordinator will be assigned to the City of Avondale location 40 hours per week.

2.4 The services to be provided will benefit City residents by having County staff available to meet with job seekers (Adult and Youth) and local employers and provide WIOA activities that will improve residents' knowledge for:
- 2.4.1 conducting job searches to secure stable employment;
- 2.4.2 exploring career opportunities;
- 2.4.3 improving skills necessary to enter or advance in a specific occupation or trade; and
- 2.4.4 employment opportunities with local employers.

2.5 The Parties shall share the costs for funding the Program activities. The City shall compensate County on a quarterly basis for Program service delivery.

2.5.1 City shall reimburse County for a portion of the Workforce Development Coordinator's salary. The funding amount, per fiscal year, is indicated in the attached Itemized Service Budget, **Attachment A**. The Parties acknowledge that the Workforce Development Coordinator will remain a County employee and will not be considered an employee of City.

2.5.2 The City shall provide adequate work space for the Itinerant County Youth Career Advisor position.

3.0 BACKGROUND

3.1 The Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. § 3101, *et seq.*, Public Law 113-128, was signed into law on July 22, 2014, and it became effective on July 1, 2015. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

3.2 Maricopa County is designated as a Local Workforce Development Area (LWDA) under the federal WIOA Program. The County operates two (2) comprehensive Workforce Development One Stop Career Centers (Centers). The Centers provide employment-related services to job seekers and employers in Maricopa County, in accordance with the WIOA Program regulations.

4.0 TERM OF AGREEMENT

4.1 The initial term of this Agreement is listed on page one of this Agreement.

4.1 This Agreement shall be effective upon approval and signature by both Parties.

4.2 The Agreement may be extended upon written agreement approved and signed by both Parties. The Agreement may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement. City must provide notice of intent to renew (60) calendar days prior to the end of the original or extended Agreement term, as applicable.

5.0 AMENDMENTS

Any changes to this Agreement shall be by a written amendment signed by both parties.

6.0 FUNDING

6.1 City shall provide County with the amount defined in the Itemized Service Budget (ISB), Attachment A. The ISB has been developed between the Parties and is incorporated into this Agreement.

6.2 The anticipated costs for the Agreement term, City shall compensate County the following amounts:

6.2.1 For the period of July 1, 2022 through June 30, 2023, an amount not to exceed $48,870; and

6.2.2 For the period of July 1, 2023 through June 30, 2024, and amount not to exceed $50,495.

7.0 AVAILABILITY OF FUNDS

7.1 Should funding for Program activities be reduced for any reason and services are not funded, then a Party may either accept a decrease in services offered by the other Party or terminate this Agreement.

7.2 If City is unable to provide funding to support County personnel, then County has the right to either change the availability of, or withdraw, County staff (or both).

8.0 PAYMENTS

8.1 Subject to ongoing review and possible modifications during the term or terms of this Agreement, City shall pay County based on County submitting a quarterly invoice. City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last month of each fiscal year, the City shall submit payment by July 5th of each year. Payments shall be submitted to the Department's Finance Division at the address 234 North Central Avenue, Phoenix, Arizona 85004.

9.0 RESPONSIBILITIES OF ORGANIZATIONS

9.1 <u>The County shall</u>:

9.1.1 Assign a County Workforce Development Coordinator to act as a business liaison, trainer, career guidance specialist, and partner with City to provide assistance to participants and businesses within City by:

9.1.1.1 Enrolling WIOA eligible Program participants;

9.1.1.2 Organizing workshops for job seekers to assist with job searches and the development of job retention skills and assessment tools for measuring interests, aptitude and skills, career exploration, and vocational training;

9.1.1.3 Providing eligible participant support services that may include funding assistance to enable participants to continue training, retain or obtain employment, and encourage successful Program completion;

9.1.1.4 Directing job seekers toward activities that lead to the attainment of a secondary school diploma or its equivalent;

9.1.1.5 Organizing job fairs for local employers recruiting employees to fill vacant positions;

9.1.1.6 Engaging with the business community in collaboration with City's Office of Economic Development;

9.1.1.7 Ensuring comprehensive services are provided to individuals, to include completing Human Services Department program applications for eligible individuals and providing referral services;

9.1.1.8 Focusing on adult services (25+ years), and referring youth (14-24 years), as needed to the ARIZONA@WORK Maricopa County West Valley Career Center for services;

9.1.1.9 Triaging participants referred from all Avondale workforce development-related resources and referring to the ARIZONA@WORK Maricopa County West Valley Career Center as needed;

9.1.1.10 Providing case management and referral services other local workforce development/jobs training program to ensure individuals are receiving the support for their particular needs; and

9.1.1.11 Providing City with reports on a semi-annual basis (i.e., January and July of each year) containing the following data metrics:

9.1.1.11.1 Community Outreach Efforts;

9.1.1.11.2 Total number of Enrollments - including participants' demographics; and

9.1.1.11.3 Summary of services provided;

9.1.1.11.3.1 Total number of Trainings provided;

9.1.1.11.3.2 Employment Outcomes; and

9.1.1.11.3.3 Number of Avondale Employers engaged in services.

9.1.2 Provide computers and equipment for County staff to fulfill their duties.

9.1.3 Assign an Itinerant Youth Career Advisor to provide WIOA services youth (individuals between the ages of 14 to 24 years) such as: recruitment, enrollment, case management and referral services;

9.2 <u>The City shall:</u>

9.2.1 Provide workspace at the Arizona Complete Health Resource Center location for County staff to provide the services identified in this Agreement. The workspace shall be a secure location to house all computers and equipment provided by County. The workspace shall remain locked when not in use by County staff and whenever the center is not in use;

9.2.2 Provide internet connection;

9.2.3 Work cooperatively with County staff to improve efficiency, effectiveness, and the coordination of workforce services;

9.2.4 Provide meeting space and space for job fairs as needed; and

9.2.5 Include information attributing ARIZONA@WORK – Maricopa County Program in any outreach materials, website, and other promotional/marketing materials related to this partnership.

10.0 TERMINATION

10.1 Under A.R.S. §38-511, either Party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County other Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, under A.R.S § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Other Party from any other party to this Agreement arising as the result of this Agreement.

10.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors or City under the Availability of Funds provision). The notice shall be given by either mail or via email to the persons listed in Section 11.0 (Notices) of this Agreement.

10.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.

10.4 County or City has the right to terminate this Agreement upon twenty-four (24) hour notice when County determines that the health or welfare of the service recipients are endangered, or County's or City's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this

Agreement shall terminate upon the expiration of the term stated on page one of this Agreement or expiration of any extended term described in Section 4.0

11.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

County:
CJ Williams
Workforce Development Assistant Director
Maricopa County Human Services Department
234 North Central Avenue, Suite 3000
Phoenix, Arizona 85004
Telephone: 602-372-2733
christopher.williams@maricopa.gov

City of Avondale:
Donna Gardner
Youth and Community Engagement Manager
995 E Riley Dr
Avondale, AZ 85323
623-333-2723
dgardner@avondaleaz.gov

With copies to:
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323
Attn: City Manager's Office and
Attn: Nicholle Harris, City Attorney

12.0 EMPLOYMENT DISCLAIMER

12.1 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 rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

12.2 City agrees that no individual performing under this Agreement on behalf of City may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue or apply to any such individual. City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals, and City shall indemnify, defend and hold harmless County with respect to the foregoing.

12.3 County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue or apply to any such individual. County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and County shall indemnify, defend and hold harmless City with respect to the foregoing.

13.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by either Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. County and City and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall

safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

14.0 GENERAL 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 and expert fees) (collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, 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 and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

15.0 NON-LIABILITY

County or City including its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Other or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall County or City including its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases or contracts made by the Other or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.

16.0 GENERAL LIABILITY INSURANCE EXCEPTION

Each Party is a public entity. For such reason, insurance policy requirements shall not apply. Instead, each Party shall provide the other Party a Certificate of Self- Insurance equal to:

General Aggregate	$3,000,000
Each Occurrence Limit	$1,000,000

17.0 COMPLIANCE WITH APPLICABLE LAWS

17.1 Each Party to this Agreement shall comply with all applicable laws, ordinances, resolutions, executive orders, rules, regulations, standards, and codes of the federal, state, and local governments whether specifically referenced in this Agreement. Specifically, the following apply:

17.1.1 Unless exempt under federal law, each Party shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4 (Executive Order No. 2009-09 superseded Executive Order No. 99-4 and amended Executive Order No. 75-5), which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. The Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

17.1.2 Each Party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in,

contract services on the basis of race, color, or national origin. The Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract Programs, services, and activities.

17.1.3 Each Party to this Agreement shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status or status with regard to the benefits of, or participation in, or use of the Programs, services, and activities.

17.1.4 Each Party warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that:

17.1.4.1 Each Party and their vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

17.1.4.2 A breach of a warranty under this Section 17.1.4 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and

17.1.4.3 Each Party retains the legal right to inspect the papers of any contractor or (sub)contractor or vendor employee who works on this Agreement to ensure that the other Party is complying with the warranty provided under the subsections listed above and that each Party agrees to make all papers and employment records of such employee(s) available during normal working hours in order to facilitate such an inspection.

18.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

Each Party certifies to the best of its knowledge and belief, that it and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions:

18.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

18.2 Have not within a three-year period 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 records, making false statements, or receiving stolen property;

18.3 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 the paragraphs above; and

18.4 Have not within a three-year period had one or more public transactions (federal, state, or local) terminated for cause or default.

19.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

19.1 Each Party understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.

19.2 By entering into this Agreement, each Party warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees; shall obtain statements from their (sub)contractors 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 their (sub)contractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

19.3 Either Party may request verification of compliance for any employee or (sub)contractor performing work under this Agreement. Should either Party suspect or find that the other or any of its (sub)contractors are not in compliance, then the other Party may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the each Party.

20.0 WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If either Party engages in for-profit activity and has 10 or more employees and, if this Agreement has a value of $100,000 or more, then each Party certifies it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

21.0 ASSIGNABILITY AND SUBCONTRACTING

No rights, liabilities, obligations, or duties under this Agreement may be assigned, delegated, or subcontracted, in whole or part, without the prior written approval of each Party. The other Party shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the other Party approves, in writing, the assignment, delegation, or subcontract or agrees otherwise.

22.0 RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing in this Agreement shall affect the legal liabilities of either Party by imposing any standard of care different from the standard of care imposed by law.

23.0 WAIVER OF TERMS, CONDITIONS, AND DEFENSES

The failure of either Party to insist in any one or more instances on performance of any of the terms and conditions of, or to exercise any rights or privileges contained in, this Agreement shall not be considered as waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in a lawsuit brought against the County in any state or federal court.

24.0 ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions besides those contained in either this Agreement or in any written amendments approved and signed by both Parties.

25.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

26.0 SEVERABILITY

The Parties agree that should any part of this Agreement be held invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding on the Parties.

27.0 EXECUTION OF AGREEMENT/COUNTERPARTS

This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall form a single instrument.

28.0 CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. The proper venue for any proceedings relating to this Agreement shall be Maricopa County, Arizona.

29.0 AUTHORIZATION

Each Party warrants to the other Party that the appropriate governing body of the Party has authorized approval and signature of this Agreement.

(Signatures are contained on the following page)

IN WITNESS, the Parties have approved and signed this Agreement:

FOR CITY OF AVONDALE:

Cherlene Penilla Date
Acting City Manager

Attested to:

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AGREEMENT 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.

Approved as to form:

By:

Nicholle Harris Date
City Attorney

FOR MARICOPA COUNTY:

Bill Gates Chairman Date
Board of Supervisors

Attested to:

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT 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:

By:

Deputy County Attorney Date

ATTACHMENT A

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2022 through 6/30/2023

CONTRACT SERVICE: Arizona@Work Workforce Development

City of Avondale shared cost is 50% of FTE	12 month cost	MCHSD Cost	City of Avondale Cost
Workforce Devopment Coordinater 1 FTE 2088 hrs @ $25.45/hr	53,140	26,570	26,570
Projected 4% merit pay increase for FY2023	2,126	1,063	1,063
Total Labor - 1 FTE @ $25.45/hr * __2088____ total hours	55,265	27,633	27,633
Total Employee Related Expenses - [1]ERE = 20.06% +13,632	24,718	12,359	12,359
Total Indirect Cost - [2]22.2%	17,756	8,878	8,878
Total Personnel Expenses	**97,740**	**48,870**	**48,870**

Total Cost for 12-Months for the City of Avondale	**$ 48,870**

[1] *Based on 2022 FICA , Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance*

[2] *Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements*

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2023 through 6/30/2024

CONTRACT SERVICE: Arizona@Work Workforce Development

City of Avondale shared cost is 50% of FTE	12 month cost	MCHSD Cost	City of Avondale Cost
Workforce Devopment Coordinater 1 FTE 2088 hrs @ $26.47/hr	55,269	27,635	27,635
Projected 4% merit pay increase for FY2024	2,211	1,105	1,105
Total Labor - 1 FTE @ $26.47/hr * __2088____ total hours	57,480	28,740	28,740
Total Employee Related Expenses - [1]ERE = 20.06% +13,632	25,163	12,581	12,581
Total Indirect Cost - [2]22.2%	18,347	9,173	9,173
Total Personnel Expenses	**100,989**	**50,495**	**50,495**

Total Cost for 12-Months for the City of Avondale	**$ 50,495**

[1] *Based on 2022 FICA , Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance*

[2] *Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements*

Item Number: 3.m.

CITY COUNCIL REPORT

SUBJECT: Resolution 1034-0522- First Amendment to the Funding Agreement with Maricopa Community College District Foundation for the Avondale EDGE EMCC Scholarship Fund

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Kenneth Chapa, Economic Development and Tourism Director, (623) 333-1411

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

STRATEGIC PLAN:

This item supports the Creative and Sustainable Community Development Strategic Outcome.

PURPOSE:

City Council will consider a request to adopt Resolution 1034-0522, approving the First Amendment to the Funding Agreement between the City of Avondale and the Maricopa Community College District Foundation for the Avondale EDGE EMCC Scholarship Fund, and authorize the Mayor or Acting City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On February 2nd, 2022, the City of Avondale and the Maricopa Community College District Foundation entered into a funding agreement for the Avondale EDGE EMCC Scholarship. As local tourism, travel, and hospitality industries were disportionally impacted by the COVID-19 pandemic, in addition to the pandemic's long-term effects on public health, the parties coordinated efforts to create the scholarship to provide resources to persons interested in working in the public and behavioral health fields, or the tourism, culinary, travel, and hospitality industry. This funding agreement included exhibit A, outlining eligibility requirements.

DISCUSSION:

This First Amendment is aligning the language that was originally included in the main funding agreement with Exhibit A of the agreement under eligibility criteria. Exhibit A will replace the residency requirement and location of employment by opening it up to current and prospective students enrolled in one of the prospective programs and preference will be given to new perspective students entering the field. These changes will align with the main funding agreement and continue to act as a driver for Avondale's workforce pipeline in these industry sectors.

BUDGET IMPACT:

There is no budget impact. The funding was originally approved in July, 2021.

RECOMMENDATION:

Staff recommends approving the First Amendment to the Funding Agreement with Maricopa Community College District Foundation.

Contact person for document distribution: *Liesl Limburg*

RESOLUTION NO. 1034-0522

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A FIRST AMENDMENT TO THE FUNDING AGREEMENT WITH THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION RELATING TO THE ESTABLISHMENT AND FUNDING OF THE AVONDALE EDGE EMCC SCHOLARSHIP.

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

SECTION 1. The First Amendment to the Funding Agreement with the Maricopa County Community College District Foundation relating to the establishment and funding of the Avondale Edge EMCC Scholarship (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 16, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1034-0522

[Amendment]

See following pages.

FIRST AMENDMENT
TO THE
FUNDING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION
FOR THE
AVONDALE EDGE EMCC SCHOLARSHIP FUND

This First Amendment to the Funding Agreement (this "First Amendment") is entered into as of the Effective Date between the City of Avondale, an Arizona municipal corporation (the "City") and the Maricopa Community College District Foundation, an Arizona non-profit corporation d/b/a Maricopa Community Colleges Foundation (the "Foundation"). The City and Foundation are referred to herein individually as a "Party" and collectively as the "Parties." The "Effective Date" shall be the date upon which the last of the City and Foundation execute this First Amendment.

RECITALS

A. The City and Foundation entered into a Funding Agreement, dated December 1, 2021 (the "Agreement"), regarding funding and administration of Avondale Edge EMCC Scholarship. Unless otherwise defined, all capitalized terms shall have the meaning set forth in the Agreement.

B. The Parties desire to amend the Agreement as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 is hereby acknowledged, the Parties agree as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

(a) Exhibit A to the Agreement is deleted in its entirety and replaced by Exhibit 1 attached hereto and incorporated herein by reference.

3. Effect of Amendment. Except as specifically modified by this First Amendment,

the Agreement remains in full force and effect and is in all events ratified, confirmed and approved.

4. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this First Amendment and the Agreement, the documents shall govern in the order listed herein.

5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Effective Date.

"City"	"**Foundation**"
THE CITY OF AVONDALE, an Arizona municipal corporation,	THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION D/B/A MARICOPA COMMUNITY COLLEGES FOUNDATION, an Arizona non-profit corporation,
_____	_____
Kenneth N. Weise, Mayor	Brian Spicker, President and CEO
Date: _____	Date: _____
_____	_____
Marcella Carrillo, City Clerk	

EXHIBIT 1
TO THE
FIRST AMENDMENT TO THE FUNDING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION
FOR THE
AVONDALE EDGE EMCC SCHOLARSHIP FUND

[Eligibility Requirements]

See following pages.

Eligibility and Administration Requirements of the
Avondale EDGE EMCC Scholarship Fund

1. The Scholarship Fund shall be used solely to fund scholarship opportunities to eligible recipients seeking an Associate Degree or Certificate at Estrella Mountain Community College in the following programs.

   - Associate in Arts, Emphasis in Psychology
   - Associate in Arts, Emphasis in Counseling and Applied Psychological Science
   - Associate in Arts, Emphasis in Psychology
   - Associate in Arts, Emphasis in Social Work
   - Associate in Science, Emphasis in Biological Sciences
   - Associate in Applied Science in Culinary Arts
   - Associate in Applied Science in Nursing
   - Certificate of Completion in Culinary Arts I or II
   - Certificate of Completion in Commercial Baking and Pastry

2. The Scholarship Fund may be used to pay for student tuition or certificate fees, equipment required for participation in a program, or for textbooks.

3. To be eligible for Scholarship Funds, recipients must be one of the following:

   - Current or prospective student enrolled at EMCC in one of the programs listed in Section 1, with preference given to first time enrollees in the programs; or
   - A junior or senior dual-enrolled in the Western Maricopa Education Center Culinary Post-Secondary Pathway at EMCC.

4. The Foundation shall be responsible for verifying recipient eligibility prior to making a disbursement from the Scholarship Fund and shall maintain records of each recipient's eligibility to the satisfaction of the City.

Item Number: 3.n.

CITY COUNCIL REPORT

SUBJECT: Resolution 1035-0522 - Authorizing Banking & Investing Authority

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director, (623) 333-2011

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

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 1035-0522, 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 Acting 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 and 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:
This action does not have a budget 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.

Contact person for document distribution: *Keith Fallstrom*

RESOLUTION NO. 1035-0522

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE MAYOR, THE ACTING 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 ACTING CITY MANAGER AND THE FINANCE AND BUDGET DIRECTOR TO AUTHORIZE CERTAIN ELECTRONIC PAYMENTS AND TRANSFERS OF FUNDS; AUTHORIZING THE ACTING CITY MANAGER AND THE 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 1018-0322, adopted March 21, 2022, the Council of the City of Avondale (the "City Council") authorized the Mayor, the Acting City Manager, and the Interim 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 1018-0322, adopted March 21, 2022, the City Council authorized the Acting City Manager and the Interim 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 16, 2022, 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 16, 2022, the Acting 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 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 16, 2022, the Finance and Budget Director of the City, Renee Weatherless, 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. This Resolution applies to all City bank and investment accounts held in any bank or other financial institution.

SECTION 6. Checks drawn upon the City accounts for amounts less than $1,000.00 shall bear one signature of the Mayor, the Acting City Manager, or the 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 Acting City Manager or the Finance and Budget Director.

SECTION 7. 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 1018-0322 shall be repealed.

SECTION 8. The Mayor, the Acting 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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, May 16, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

Item Number: 3.o.

CITY COUNCIL REPORT

SUBJECT: Resolution 1036-0522 - "Buckle up Arizona... It's the Law!" - Governor's Office of Highway Safety Grant Acceptance

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Memo Espinoza , Chief of Police (623) 333-7235

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

STRATEGIC PLAN:
Public Safety

PURPOSE:
City Council will consider a request to adopt Resolution 1036-0522, authorizing 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's safety belt and child passenger safety laws through overtime expenses. This campaign "Buckle Up Arizona…It's the Law!" is part of the national "Click it or Ticket" campaign and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The 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 23, 2022 through June 5, 2022. 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 23, 2022 through June 5, 2022.

This Agreement shall become effective on the effective date of GOHS (Governor's Office of Highway Safety) Directors signature and shall terminate on June 5, 2022.

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. There are no match requirements for this Grant. Federal funds will support personnel services (overtime) expenses to enhance safety belt and child passenger safety laws 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 $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.

Contact person for document distribution: *Memo Espinoza, Chief of Police*

RESOLUTION NO. 1036-0522

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 SAFTEY 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 16, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1036-0522

[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: 69A3752230000405bAZL	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Avondale Police Department	**GOHS CONTRACT NUMBER** **2022-CIOT-001**
	ADDRESS 11485 W. Civic Center Dr., Avondale, AZ 85323	**PROGRAM AREA** **405b**
2.	**GOVERNMENTAL UNIT** City of Avondale	**AGENCY CONTACT** Heath Brittan
	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 23, 2022 through June 5, 2022 to enhance seat belt and child safety seat usage throughout the City of Avondale.	

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FY 2022**
I.	**Personnel Services**	$2,250.00
II.	**Employee Related Expenses (33.33%)**	$750.00
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:** 6-5-2022
CURRENT GRANT PERIOD	**FROM:** 5-23-2022	**TO:** 6-5-2022

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 970 vehicle occupants (driver/passenger) fatalities in 2020, of which 313 (**32%**) were unrestrained. Children under the age of five accounted for 7 passenger fatalities in 2020, of which 1 (**14%**) were unrestrained.

In 2021, seat belt usage in Arizona reached **88.8%**, a decrease of **1.8%** since 2019. The noted decrease 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 2016 through 2021 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2016	2017	2018	2019	2020	2021
Total Front Seat Occupants Seat Belt Use	88.0%	86.1%	85.9%	90.6%	90.6%	88.8%
All Drivers Seat Belt Use	88.2%	86.1%	88.4%	92.1%	N/A	90.3%
Front Seat Passenger Seat Belt Use	87.3%	86.0%	90.8%	95.4%	N/A	93.5%
Children Safety Restraint Use	N/A	N/A	N/A	N/A	83%	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 23, 2022 through June 5, 2022**.

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 10, 2022.**

- 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 17, 2022.**

- 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 23, 2022 through June 5, 2022

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:

Memo Espinoza, Chief, Avondale Police Department, shall serve as Project Director.

Heath Brittan, 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 10, 2022,** 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 17, 2022,** 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 with 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 5, 2022 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)**	**$2,250.00**
II.	**Employee Related Expenses (33.33%)**	**$750.00**
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 2l 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:_____

Title:_____

Telephone Number:_____Fax Number:_____

E-mail Address:_____

2. **Agency's Fiscal Contact:**

Name:_____

Title:_____

Telephone Number:_____Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. ***DUNS Number:***

_____
(DUNS #)

_____
(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:

Memo Espinoza, Chief
Avondale Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Charlene Penilla, Acting City Manager
City of Avondale

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §**405b** and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **405b**–**OP**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** **B. FEDERAL FUNDS:**

   Authorization to Proceed Date **$3,000.00**

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

Item Number: 3.p.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2035-0522 - Amending Chapter 2 of City Code, Relating to the City Attorney's Office

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, (623) 333-1514

THROUGH:

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery Area - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to adopt Ordinance 2035-0522, approving changes to the City Code related to the City Attorney's Office and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City Attorney's Office was established by City Council as the in-house legal department for the City in 2019, however it was never memorialized in the City Code. The proposed City Code changes are necessary to correct the oversight, to ensure that the City Code accurately reflects the City Attorney's Office as a City Department, and list the powers and duties of the City Attorney in the City Code as granted by the City Charter.

DISCUSSION:

The purpose of the changes to the City Code is to ensure that the duties of the City Attorney are accurately identified and listed. This code change clearly establishes the office of the city attorney and sets forth the following duties not inconsistent with the City Charter, such as (i) act as the legal counselor and advisor of the council and other city officials, (ii) prepare, review and approve all contracts on behalf of the City prior to execution, (iii) render legal opinions upon any question of law, (iv) prepare all ordinances and resolutions for Council approval, (v) supervisor attorneys in the City Attorney's Office and the city prosecutor and (vi) selection of outside counsel. The code also sets forth the process for the annual review of the city attorney.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance, approving the City Code changes to reflect the City Attorney's Office and the duties of the City Attorney for the City of Avondale.

Contact person for document distribution: *Nicholle Harris*

ORDINANCE NO. 2035-0522

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE I (IN GENERAL) RELATING TO THE CITY ATTORNEY.

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article I (In General), Section 2-3—2-15 (Reserved.) is hereby amended as follows:

2-3—2-12 Reserved.

2-13 – CITY ATTORNEY'S OFFICE; CITY ATTORNEY; POWER AND DUTIES.

THE OFFICE OF THE CITY ATTORNEY IS HEREBY ESTABLISHED. THE CITY ATTORNEY SHALL HAVE SUCH POWERS AND DUTIES AS PROVIDED BY THE CITY CHARTER TOGETHER WITH SUCH OTHER POWERS AND DUTIES NOT INCONSISTENT WITH THE CITY CHARTER OR OTHER LAWS AS MAY BE ASSIGNED BY THE COUNCIL. FURTHER, THE CITY ATTORNEY SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

(A) ACT AS THE LEGAL COUNSELOR AND ADVISOR OF THE COUNCIL AND OTHER CITY OFFICIALS, AS DESIGNATED BY THE COUNCIL, ON ALL MATTERS RELATING TO THEIR OFFICIAL POWERS, DUTIES AND FUNCTIONS.

(B) PREPARE, REVIEW AND APPROVE ALL CONTRACTS, DEEDS, DOCUMENTS, AND INSTRUMENTS PRIOR TO THE EXECUTION THEREOF BY OR ON BEHALF OF THE CITY, ITS DEPARTMENTS AND AGENCIES.

(C) RENDER LEGAL OPINIONS UPON ANY QUESTION OF LAW SUBMITTED BY THE MAYOR, CITY COUNCIL, CITY MANAGER OR HIS/HER DEPUTIES AND ASSISTANTS OR THE HEADS OF ALL DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS. KEEP A COMPLETE RECORD OF ALL FORMAL WRITTEN OPINIONS ISSUED BY THE CITY ATTORNEY.

(D) PREPARE ALL ORDINANCES AND RESOLUTIONS FOR APPROVAL BY THE COUNCIL. THE CITY ATTORNEY SHALL ADVISE THE COUNCIL AS TO THE FORM AND SUFFICIENCY OF

ALL ORDINANCES OR RESOLUTIONS HAVING THE EFFECT OF AN ORDINANCE PRIOR TO THEIR ADOPTION. PRIOR TO ACTION ON AN ORDINANCE OR A RESOLUTION HAVING THE EFFECT OF AN ORDINANCE.

(E) THERE MAY BE WITHIN THE OFFICE OF THE CITY ATTORNEY SUCH OTHER ATTORNEYS AND STAFF AS MAY BE REQUIRED. WITH THE CONSENT OF THE COUNCIL, THE CITY ATTORNEY MAY ENTER INTO CONTRACTS WITH OUTSIDE COUNSEL TO PERFORM PROSECUTION SERVICES INVOLVING CASES WITHIN THE JURISDICTION OF THE MUNICIPAL COURT OR UPON APPEAL FROM THE MUNICIPAL COURT. SUCH OUTSIDE COUNSEL SHALL OPERATE UNDER THE SUPERVISION OF THE CITY ATTORNEY.

(F) PROSECUTE IN THE NAME OF THE CITY OF AVONDALE, ARIZONA OR THE STATE OF ARIZONA, ALL VIOLATIONS OF THE CITY CHARTER, CITY CODES AND STATUTES OF THE STATE OF ARIZONA WHICH ARE WITHIN THE ORIGINAL OR CONCURRENT JURISDICTION OF THE MUNICIPAL COURT OR HAVE BEEN REFERRED TO THE OFFICE OF THE CITY ATTORNEY AND ANY APPEALS FROM DECISIONS THERE FROM.

(G) COOPERATE WITH THE MUNICIPAL COURT TO ENFORCE THE CONDITIONS OF SENTENCES AND REQUIREMENTS OF PROBATION.

2-14 – CITY ATTORNEY; LITIGATION; SPECIAL COUNSEL.

THE CITY ATTORNEY SHALL:

(A) HAVE THE POWER TO ADJUST, SETTLE, COMPROMISE OR SUBMIT TO ARBITRATION OR ALTERNATIVE DISPUTE RESOLUTION ANY ACTION, CAUSES OR ACTION, ACCOUNTS, DEBTS, CLAIMS, DEMANDS, DISPUTES AND MATTERS IN FAVOR OF OR AGAINST THE CITY OR IN WHICH THE CITY IS CONCERNED AS A DEBTOR OR CREDITOR, NOW EXISTING OR WHICH MAY HEREAFTER ARISE, NOT INVOLVING OR REQUIRING PAYMENT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000.00), PROVIDED THAT THE COUNCIL HAS APPROPRIATED MONEY TO SETTLE SUCH CLAIMS AND THE FINANCE DIRECTOR AND CITY MANAGER DETERMINES SUCH FUNDS ARE AVAILABLE.

(B) HAVE THE RESPONSIBILITY FOR MANAGEMENT OF ALL LEGAL ACTIONS AGAINST THE CITY AND SHALL FURTHER HAVE THE

RESPONSIBILITY FOR THE DETERMINATION OF THE LEGAL LIABILITY OF THE CITY WITH RESPECT TO ANY CLAIM.

(C) PROSECUTE, DEFEND AND PROVIDE LEGAL REPRESENTATION IN ALL CIVIL SUITS, CAUSES, ACTIONS AND PROCEEDINGS WHERE THE CITY OR ANY OFFICER OR EMPLOYEE ACTING IN HIS OFFICIAL CAPACITY AND WITHIN THE SCOPE OF THEIR EMPLOYMENT IS A PARTY OR MAY BECOME INTERESTED. PROVIDED THAT THE COUNCIL HAS APPROPRIATED SUFFICIENT FUNDS, THE CITY ATTORNEY MAY EMPLOY OUTSIDE COUNSEL WHEN IN THE CITY ATTORNEY'S DISCRETION, THE BEST INTEREST OF THE CITY SO REQUIRE. SUCH OUTSIDE COUNCIL SHALL OPERATE UNDER THE SUPERVISION OF THE CITY ATTORNEY. NO CITY DEPARTMENT, OFFICER OR EMPLOYEE, OTHER THAN THE COUNCIL, SHALL EMPLOY LEGAL COUNSEL OR MAKE ANY EXPENDITURE OR INCUR ANY INDEBTEDNESS FOR LEGAL SERVICES EXCEPT WITH THE WRITTEN CONSENT AND APPROVAL OF THE CITY ATTORNEY.

(D) PERIODICALLY REPORT TO THE COUNCIL ANY DECISION OR OUTCOME OF ANY LITIGATION OR PROCEEDING IN WHICH THE CITY HAS AN INTEREST. SUCH REPORTS ARE DEEMED A PUBLIC RECORD EXEMPT FROM PUBLIC DISCLOSURE TO PRESERVE ATTORNEY-CLIENT PRIVILEGES UNLESS THE COUNCIL HAS FORMALLY WAIVED SUCH PRIVILEGE.

2-15 – CITY ATTORNEY; EVALUATION.

(A) PRIOR TO JUNE 30 OF EACH YEAR, A MEETING OF THE CITY COUNCIL SHALL BE HELD WITH THE CITY ATTORNEY FOR AN ANNUAL EVALUATION. SUCH MEETING SHALL BE HELD IN COMPLIANCE WITH THE ARIZONA OPEN MEETINGS ACT.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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 16, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

Item Number: 3.q.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2036-0522 - Amending Chapter 2 of City Code, Relating to the Merit System and Risk and Indemnification

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, (623) 333-1514

THROUGH:

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery Area - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to adopt Ordinance 2036-0522, approving changes to the City Code related to the merit system and risk and Indemnification and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The proposed City Code changes are necessary to ensure the City Code accurately reflects the purpose of the merit system and lists the employees that the merit system does not apply to. Additionally, the proposed additions to the code regarding risk management, defense and indemnifications are to ensure that the City Code lists the indemnification and defense that will be provided to the Mayor, Council and employees for actions that arise out of their service or employment with the City.

DISCUSSION:

The purposes of these changes to the City Code are to describe the intent of the merit system, to accurately list the City employees that the merit system shall not apply to, and to outline the scope of indemnification related to causes of action that arise out of service or employment with the City. The changes also clearly establish that the personnel policies of the City shall apply to all appointed officers.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance, approving the City Code changes to Chapter 2, Merit System and Risk Management; Defense and Indemnifications.

Contact person for document distribution: *Nicholle Harris*

ORDINANCE NO. 2036-0522

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES) AND ARTICLE IV (RISK MANAGEMENT) RELATING TO THE MERIT SYSTEM AND RISK AND INDEMNIFICATION.

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article II (Officers and Employees), Division 3 (Merit System.), Section 2-36 (Creation and scope.) is hereby amended as follows:

2-36 – Creation and scope.

(a) There is hereby adopted a merit system for the employees of the city FOR THE PURPOSE OF REGULATING AND CONTROLLING THE APPOINTMENTS, PROMOTIONS, DEMOTIONS, DISCHARGES AND REINSTATEMENT OF ALL OFFICERS AND EMPLOYEES OF THE CITY, the provisions of which shall apply to all officers and employees of the city except those elected by the people. ADDITIONALLY, THE MERIT SYSTEM SHALL NOT APPLY TO ~~and also except~~ the city manager, city clerk, ~~city treasurer,~~ city attorney, ~~city engineer,~~ city PRESIDING MUNICIPAL judge, persons engaged under contract to supply expert, professional or technical services, temporary employees, volunteer firemen and volunteer personnel who receive no regular compensation from the city.

(B) NOTWITHSTANDING SUBSECTION (a) OF THIS SECTION THE PERSONNEL POLICIES OF THE CITY SHALL APPLY TO APPOINTED OFFICERS UNLESS OTHERWISE PROVIDED IN THEIR EMPLOYMENT AGREEMENT.

SECTION 2. The Avondale City Code, Chapter 2 (Administration), Article IV (Risk Management), Section 2-80—2-90 (Reserved.) is hereby amended as follows:

2-80 – RISK MANAGEMENT; DEFENSE AND INDEMNIFICATIONS.

(A) ALL OF THE PROTECTIONS AND BENEFITS CONFERRED BY THIS SECTION SHALL BE ENJOYED BY ANY PRESENT OR FORMER MAYOR, VICE-MAYOR AND EACH AND ALL OF THE PRESENT OR FORMER MEMBERS OF THE CITY COUNCIL, CITY OFFICERS, MUNICIPAL JUDGES, CITY EMPLOYEES, INCLUDING THE CITY ATTORNEYS, ANY PROSECUTING ATTORNEYS, WHETHER OR

NOT SUCH ATTORNEYS ARE FULL-TIME EMPLOYEES OR SERVING ON A CONTRACT BASIS, AND EVERY ONE OF THE MEMBERS OF ALL CITY BOARDS AND COMMISSIONS AND SUBCOMMITTEES, WHICH PROTECTED PARTIES ARE REFERRED TO IN THIS SECTION INDIVIDUALLY AS A "CITY OFFICER" AND COLLECTIVELY OR JOINTLY AS "CITY OFFICIALS.".

(B) ANY CITY OFFICER AND ALL CITY OFFICIALS SHALL BE ENTITLED TO BE EXONERATED, INDEMNIFIED AND HELD HARMLESS BY THE CITY FROM AND AGAINST ANY LIABILITY OR LOSS IN ANY MANNER ARISING OUT OF, OR OCCASIONED BY, HIS OR THEIR SERVICE AS A CITY OFFICER OR OFFICIALS AND BASED UPON ANY CLAIM BY ANY THIRD PARTY THAT THE CITY OR SUCH CITY OFFICER OR OFFICIALS, BY ANY ACTION OR FAILURE TO ACT, DAMAGED THE PROPERTY OR INFRINGED THE RIGHTS OF THE THIRD PARTY, OR OF ANY OTHER PERSONS ON WHOSE BEHALF THE THIRD PARTY BRINGS A CLAIM OR LEGAL ACTION. THE COVERAGE AFFORDED BY THIS SUBSECTION SHALL NOT APPLY IN ANY CASE WHERE INDEMNIFICATION IS NOT PERMISSIBLE PURSUANT TO ANY STATE STATUTE OR ANY DETERMINATION THAT SUCH INDEMNIFICATION WOULD BE CONTRARY TO PUBLIC POLICY.

(C) IN ANY CASE WHERE INDEMNIFICATION IS REQUIRED UNDER THE PROVISIONS OF THIS SECTION THE CITY SHALL PAY, ON BEHALF OF ANY CITY OFFICER AND ALL CITY OFFICIALS, ANY MONEY JUDGMENTS, AND SHALL PERFORM THE ONEROUS PROVISIONS OF ANY COURT ORDER, WHICH MAY BE ENTERED AGAINST HIM OR THEM, WHEN SUCH JUDGMENTS OR ORDERS HAVE BECOME FINAL AND ARE NO LONGER APPEALABLE.

(D) IN ANY CASE WHERE ANY CITY OFFICER OR OFFICIALS ARE, ENTITLED TO BE EXONERATED, INDEMNIFIED AND HELD HARMLESS PURSUANT TO THE PROVISIONS OF THIS SECTION THE CITY SHALL PROTECT AND DEFEND ANY CITY OFFICER AND ALL CITY OFFICIALS FROM AND AGAINST ANY LITIGATION COMMENCED AGAINST HIM OR THEM, BY ENGAGING AND COMPENSATING COMPETENT LEGAL COUNSEL TO CONDUCT HIS OR THEIR DEFENSE, AND BY PAYING ALL COURT COSTS, AND ANY FEES OF OPPOSING LEGAL COUNSEL, TAXED OR IMPOSED BY THE COURT HAVING JURISDICTION.

(E) THE CITY SHALL AT ALL TIMES PROCURE INSURANCE POLICIES PROVIDING THE MAXIMUM COVERAGES AND LIMITS PROCURABLE AT REASONABLE RATES TO PROTECT ITS INTERESTS AND TO INDEMNIFY AND PROTECT ALL CITY

OFFICIALS AND ANY CITY OFFICER ENTITLED TO INDEMNIFICATION AND PROTECTION UNDER THIS SECTION. ACCEPTANCE OF COVERAGE AND UNDERTAKING OF PROTECTION BY ANY SUCH INSURANCE CARRIER SHALL BE DEEMED TO SATISFY THE REQUIREMENTS OF THIS SECTION ON THE PART OF THE CITY. HOWEVER, IN ANY CASE OR INSTANCE WHERE AN INSURANCE CARRIER DOES NOT IN FACT ACCEPT COVERAGE AND DEFEND ANY CITY OFFICER OR OFFICIALS, OR WHERE THE INSURANCE POLICY LIMITS ARE INSUFFICIENT TO COVER ANY JUDGMENT ENTERED AGAINST ANY CITY OFFICER OR OFFICIALS OR SUCH INSURANCE IS NOT EFFECTIVE FOR ANY REASON FOR SUCH COVERAGE, THE CITY SHALL BE BOUND BY THE PROVISIONS OF THIS SECTION TO PROTECT AND INDEMNIFY PURSUANT TO THE PROVISIONS OF THIS SECTION.

(F) IT SHALL BE A PRECONDITION TO THE ASSERTION OF ANY CLAIM FOR PROTECTION AND INDEMNITY UNDER THIS SECTION THAT ANY CITY OFFICER OR OFFICIALS, AFTER HAVING BEEN SERVED WITH PROCESS COMMENCING LITIGATION AGAINST HIM OR THEM, OR AFTER HAVING RECEIVED WRITTEN NOTICE OF A POSSIBLE CLAIM ALLEGED TO BE COVERED UNDER THE PROVISIONS OF THIS SECTION, SHALL PROMPTLY GIVE NOTICE OF THE PENDENCY OF SUCH ACTION, OR THE PRESENTATION OF ANY SUCH CLAIM, TO THE CITY CLERK. SUCH ACTUAL OR POTENTIAL CLAIM SHALL BE SUBMITTED TO THE CITY ATTORNEY, TOGETHER WITH SUCH CITY OFFICER'S OR OFFICIALS' REQUEST FOR INDEMNITY AND PROTECTION HEREUNDER. IT SHALL FURTHER BE A PRECONDITION TO COVERAGE HEREUNDER THAT A CITY OFFICER OR OFFICIALS CLAIMING THE PROTECTION AND BENEFITS CONFERRED BY THIS SECTION SHALL AT ALL TIMES, AND IN EVERY WAY, COOPERATE FULLY WITH LEGAL COUNSEL APPOINTED BY THE CITY TO DEFEND AGAINST ANY THREATENED OR PENDING LITIGATION UNDER THE PROVISIONS OF THIS SECTION.

2-81 – 2-90 Reserved.

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

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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 16, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

Item Number: 4.a.

CITY COUNCIL REPORT

SUBJECT: Resolution 1037-0522 - Amendment to the Personnel Policies and Procedures adding Chapter 23 Integrity Line

MEETING DATE: 5/16/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, (623) 333-1514

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery Area - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to adopt Resolution 1037-0522, approving the addition of Chapter 23 Integrity Line to the Personnel Policies and Procedures, and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Ethics and compliance with laws, policies, and regulations are priorities for the City. As such, City Council instructed and tasked the City Attorney's Office and City Manager's Office with establishing and implementing an avenue for reporting non-compliance issues. The Integrity Line will ensure that employees have a way to report ethical or compliance issues when the attempt to report the concern to appropriate City personnel has failed or they do not feel comfortable reporting through the normal channels.

DISCUSSION:

The purpose of the addition of Chapter 23 Integrity Line to the City of Avondale Personnel Policies and Procedures is to set forth the guidelines and procedures for reporting. The Integrity Line is the avenue for employees to report areas of concern such as theft or misuse of City resources, corruption, falsification of city records, violations of city procurement policy or contract fraud and other non-compliance issues.

Reports of concern can be submitted by calling the 1-800 number or by submitting a report online. The City has contracted with Answer Now, Inc, a third-party vendor, to receive the initial reports. All reports received will be forwarded to the City's Integrity Line Review Panel for review and disposition. The Review Panel will consist of the City Attorney and the City's Internal Auditor.

Employees will have the option to remain anonymous when reporting.

The Integrity Line will not address reports dealing solely with non-employees or private businesses. The Integrity Line should not be used to report personnel matters, such as harassment, intimidation or discrimination; those concerns should be submitted to the City's Human Resources Department.

The City's Internal Auditor will periodically prepare a report on the concerns brought forth and their disposition. The report will be provided to the City Council, the City Manager and the City Attorney.

BUDGET IMPACT:

This item has no additional budget impact as it has been accounted for in the recommended 2022-2023 fiscal year budget.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution, approving the addition of Chapter 23 Integrity Line to the City of Avondale Policies and Procedures.

Contact person for document distribution: *Nicholle Harris*

RESOLUTION NO. 1037-0522

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADDING CHAPTER 23 TO THE PERSONNEL POLICIES AND PROCEDURES RELATING TO THE INTEGRITY HOTLINE.

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

SECTION 1. Chapter 23 – Integrity Line of the City of Avondale Personnel Policies and Procedures dated May 16, 2022 ("Chapter 23"), is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapter 23, adopted herein, are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed 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 16, 2022.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO

RESOLUTION NO. 1037-0522

[Chapter 23]

See following pages.

CHAPTER 23

Integrity Line

A. Purpose of the Integrity Line

Ethics and compliance with laws, policies and regulations are priorities at the City of Avondale (see Chapter 22 Ethics Policy and Handbook). When employees have a pressing ethical or compliance concern and attempts to report these concerns to the appropriate City personnel have failed or they do not feel comfortable reporting through the normal channels, employees may use the Integrity Line to report concerns without fear of retaliation.

B. Compliance Issues

Raising concerns about non-compliance with laws, regulations and policies applicable to the City is a service to the citizens and to the community. Such reporting is part of the City's mission of "making lives better." The integrity of all staff is at the forefront of the City's effort to provide an independent outside resource for employees to report concerns requiring action.

Areas of concern may include:

1. Theft or misuse of City resources (money, time, property, etc.)
2. Corruption (e.g. conflict of interest, offering or accepting bribes)
3. Falsification of City records
4. Violations of City procurement policy or contract fraud

C. Issues not applicable for the Integrity Line

1. The Integrity Line should not be used to report an immediate threat to life or property. Reports submitted thorough the Integrity Line will not receive an immediate response.
2. The Integrity Line is **not** a 911 or emergency service. For emergencies, dial 911.
3. The Integrity Line should not be used to report interpersonal disputes, departmental conflicts between employees and supervisors that do not pertain to allegations of criminal activity or violations of City policies or administrative procedures, unless such violations are related to the concerns in Section B above.
4. The Integrity Line is not a substitute for the City's established procedures for addressing employment related issues, such as discrimination, harassment or personnel matters. These concerns shall be reported to the City's Human Resources Department as directed by specific City policies.
5. The Integrity Line should not be used for making complaints against private businesses,

unless the issue involves city operations, resources or employees.

D. Reporting Concerns

Employees wanting to report a concern using the Integrity Line may:

1. Call the third-party call center at [redacted] The third-party call specialist will document the employee's concern and obtain additional information, as needed.
2. Report online by using this URL: [redacted] or by using the link provided on the City's internal website.
3. Employees who use the Integrity Line to report information about suspected conduct in good faith will be fully protected from any form of retaliation.
4. An employee may choose to remain anonymous when reporting and no effort will be made to identify the employee. However, remaining anonymous may limit the comprehensiveness of the investigation into the concern.

E. How a reported concern is processed

1. Once a concern has been reported to the Integrity Line, the information (which will remain anonymous, if requested by the employee) is presented to a review panel consisting of the City's Internal Auditor and the City Attorney (the "Review Panel"). The Review Panel will examine the reported concern and recommend any of the following actions:
   a. No further action – when the reported concern is found to fall outside of the matters covered by the Integrity Line.
   b. Referral to the City's Human Resources Department – when the reported concern is personnel related.
   c. Referral to a law enforcement agency – when there is reasonable belief a crime may have been committed.
   d. Referral to the City Attorney's Office – when the reported concern raises legal issues.
   e. Additional inquiry – when additional information is needed to clarify the reported concern.
2. If additional inquiry is necessary, the Review Panel may seek the assistance of other City personnel or utilize outside legal counsel as selected by the City Attorney or City Council.
3. If the reported concern involves an allegation pertaining to the City Manager's Office or the City's Internal Auditor, the City Attorney shall notify the Mayor and the matter shall be referred to the City Attorney for the retention of outside counsel to review and investigate.
4. If the reported concern involves an allegation pertaining to the City Attorney's Office, the Internal Auditor or the City Manager shall notify the Mayor and outside counsel chosen by

the City Council shall be retained to review and investigate.

5. If the reported concern involves an allegation pertaining to the Mayor or a member of the City Council, the City Attorney shall retain outside counsel to review and investigate.
6. When an inquiry is complete, a written report shall be prepared by the Review Panel or applicable agency or department with recommendations for disposition. A copy of the written report shall be provided to the Mayor and City Council, the City Manager and the City Attorney.

E. Cooperation

1. Employees shall fully cooperate with the initiation, scope, timing or completion of a review, inquiry or subsequent investigation.
2. When requested, employees must cooperate with the Review Panel and not interfere or hinder the Internal Auditor or City Attorney's ability to access, inspect and make copies of records and documents, including records and documents maintained electronically, that relate to issues being reviewed or investigated.

F. Dispositions

1. The City's Internal Auditor shall prepare a written report that provides a summary of Integrity Line calls and dispositions. A copy shall be provided to the Mayor and City Council, the City Manager and the City Attorney.
2. The City's Marketing and Public Relations Department, in cooperation with the City Manager, City Attorney and the Internal Auditor shall develop the necessary forms and materials to notify employees of the Integrity Line.

Item Number: 4.b.

CITY COUNCIL REPORT

SUBJECT: Homeless Services Update

MEETING DATE: 5/16/2022

TO: Mayor and Council

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

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

STRATEGIC PLAN:
Public Health and Safety

PURPOSE:
City Council will receive an update from staff 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 include temporary emergency shelter, outreach, and case management for 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 to coordinate 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 a 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 I-Help 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 the 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 implemented 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 to prevent the spread of COVID-19 while awaiting test results or quarantine.

In FY2022, the City is implementing the following:

- In November 2021, the City hired a full-time Homeless Services Coordinator. The Coordinator is responsible for managing partnerships with community providers and for coordinating outreach and shelter.
- In January of 2022, the City established a new Homeless Services division and hired a full-time Homeless Services manager. The Manager is responsible for operational and administrative leadership of the new division, including building a 3-person outreach/ service team, oversight of the bridge housing project, and coordinating a city-wide response to homelessness.
- The annual 2022 Point-in-Time count was conducted in late January. There was a small increase in the number of individuals living unsheltered in Avondale: 59 individuals, a six percent (6%) increase from the previous PIT count in 2020, 56. Due to COVID-19, a national PIT count for 2021 was not conducted. However, the City conducted an unofficial PIT count. Regionally, there has been a 30% increase in individuals experiencing homelessness. The Homeless Services Team will conduct a Summer PIT count in late June to help identify trends mid-year.
- NFS will soon break ground on a Family Bridge Housing project. Three small homes will provide housing for up to 4 families annually. The intent of Bridge Housing is to provide up to a year of stabilized housing with services, with the intent of transitioning families to permanent housing. Avondale will contract supportive services from a partner community-based provider.
- The Homeless Services division is currently recruiting for three (3) positions: Homeless Outreach Specialist, Homelessness Outreach & Solutions Coordinator, and Homeless Crisis Coordinator. These three direct service positions will make up the Avondale Street Outreach, Navigation, and Resources (SONAR) Team. NFS leadership is currently collaborating with marketing to develop branding for the team, including a vehicle dedicated to outreach.

DISCUSSION:

The City's goal is to make homelessness rare, brief and non-recurring by providing 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 at imminent risk of homelessness.

The Homeless Services team will build and strengthen partnerships within the city and with community partners in order to meet the City's goal. Through a combination of direct service, strategic collaborations and coordination, innovative programming and best practices, and using data to tell the story, the team will address the following priorities for FY2023:

- Bridge Housing: With construction set to be complete in late summer, this project will provide temporary, service-enriched housing for up to four (4) families per year. Families will work with a service provider to establish community-based support, including behavioral and health services, education, employment, and life skills, which will enable transition to permanent housing. The project will consist of three 600 sq. ft. small homes located on 10th St, adjacent to the Arizona Complete Health Avondale Resource Center.
- SONAR Team recruitment: A professional team will be hired and trained to provide outreach and navigation services. There will be capacity to serve a case-load of 60 individuals and families experiencing homelessness. This is in addition to services procured through Phoenix Rescue Mission.
- Interdepartmental Coordination and Awareness: The Homeless Services team is building a structured and coordinated process to respond to individuals experiencing homelessness. This process includes use of the City's AviWise system, monthly Interdepartmental Homelessness Work Group Meetings; weekly operational meetings which include direct service staff from Parks and Rec, Code, PD, and NFS; and monthly community partner coordination meetings to ensure services are coordinated. The team will be working with City departments to provide homelessness training, with the goal of humanizing those experiencing homelessness, and providing a consistent and compassionate Avondale values-based response to our unhoused neighbors.

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 the program at the current time.

RECOMMENDATION:

For information and City Council discussion.

Contact person for document distribution: *N/A*