



City of Avondale
City Council Meeting
Monday, July 29, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member
Veronica Malone, Council Member | Curtis Nielson, Council Member
Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager
Gina Montes, Assistant City Manager
Michael Wawro, City Attorney
Marcella Carrillo, City Clerk

City Hall – Sonoran Conference Room

11465 West Civic Center Drive
Avondale, AZ 85323



City Council Meeting Agenda Monday, July 29, 2019

**CITY HALL – SONORAN CONFERENCE ROOM
1465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323**

Unscheduled public appearances will **not** be permitted at this meeting as City Council will be participating through a telephone conference call. Members of the public may listen to the discussions by attending the meeting at City Hall in the Sonoran Conference Room located at 11465 West Civic Center Drive.

REGULAR MEETING 6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. 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 15, 2019 and April 29, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

b. ORDINANCE 1698-719 - AMENDING CITY CODE VARIOUS CHAPTERS - ADMINISTRATION

City Council will consider a request to adopt Ordinance 1698-719, amending various chapters of the City Code pertaining to city administration and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 3565-719 – INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT #216

City Council will consider a request to adopt Resolution 3565-719 authorizing an Intergovernmental Agreement with the Agua Fria Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2019/2020 school year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 3566-719 – INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #216, LA JOYA/WESTVIEW

City Council to consider a request to adopt Resolution 3566-719 authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a School Resource Officer (SRO) during the 2019/2020 school year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 3567-719 – INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #216, WEST POINT

City Council will consider a request to adopt Resolution 3567-719 authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a School Resource Officer (SRO) at West Point High School during the 2019/2020 school year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 3568-719 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY OFFICE OF ENTERPRISE TECHNOLOGY FOR GIS DATA AND IMAGERY SERVICES

City Council will consider a request to adopt Resolution 3568-719 approving an updated intergovernmental agreement with Maricopa County for the purpose of GIS data and imagery cost sharing services, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. CONTRACT AWARD WITH PIPELINE SERVICES FOR VALVE INSTALLATION SERVICES

City Council will consider a request to approve a contract with Pipeline Services, Inc. to provide water main valve installation services in a maximum aggregate not to exceed amount of \$150,000 over the five year contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

3. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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.

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.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
April 15, 2019

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 6:04 p.m.

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

Members Absent: Council Member Tina Conde.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Paul Adams, Fire Chief; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Dan Davis, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Tracy Stevens, Development & Engineering Services Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PARKS SALES TAX BALLOT UPDATE

Kirk Haines, Parks and Recreation Director, presented the possibility of referring a ballot question to Avondale Voters in March 2020 for a dedicated city sales tax for parks maintenance and/or park improvements.

Mr. Haines provided the following highlights:

- Goal is to look at alternatives and options regarding how Council would like to move forward with a Sales Tax Initiative with staff recommendation.
- Completed a citizens' focus group on the parks system approximately one year ago which at that time, Council decided to hire park maintenance staff as parks needed improvement, so that process was started and funded from the General Fund.
- At the February 19, 2019 Work Session meeting, Council requested improvement suggestions and operating costs and expenditures.
- Operating costs for Parks are \$1.95 million, which is enough funds to sustain parks.
- Council re-invested millions of dollars to renovate structures/parks
- Staff submitted an additional funds request of \$300 thousand in next year's operating budget to take care of Festival Fields Park for operating costs, maintenance, and staffing

- Three percent annual inflation increase for inflationary costs.
- New community park in the Alamar Development will have a financial impact of approximately \$450 thousand.
- By fiscal year 2023-2024 parks maintenance costs are forecasted to be \$3 million annually.
- Although inflationary factor is included, it does not include additional costs to take care of park infrastructure or assets.
- According to last year's survey and the Parks and Recreation Master Plan survey data, the needs for improvement are:
- Park needs and park enhancements:
 - Trails – some sections exist but the plan is to connect a 5-mile trail along the Aqua Fria River between Indian School and Lower Buckeye Roads.
 - Facility Improvements - developing the community center as a recreation center and a study to identify space within the Civic Center for classes. There is a possibility of renovating existing buildings and infrastructure.
 - Pendergast Park and Land Acquisition – project within the Donatela neighborhood development which is north of McDowell Road and East of Avondale Boulevard, school site that may not be developed which the city could acquire additional land to make a neighborhood park.
 - Civic Center Park – location has been identified to develop east of the library (acquired from Maricopa County) into a dynamic activity space such as a splash pad. Access to the public transportation system and centrally located within the city.
 - Las Ligas Park Renovation - park was initially renovated about 1.5 years ago but the additional renovation will allow for growth. The renovation would add additional picnic areas and area lighting similar to Mountain View Park for nighttime use.
 - Friendship Park East Side Renovation - master plan that staff has been working on and developing over the past 3.5 years with an initial investment of \$3.5 million for the splash pad and picnic area improvements. Staff are currently working on the lighting in fields 9 and 10. Future improvements include parking lot renovations on the west side, event area, and additional parking on the east side.
 - Neighborhood Parks Improvements - 10-year program with an overall cost of \$5 million, to include \$500,000 per year to restore and renovate existing infrastructure, picnic ramadas, playgrounds, and restroom facilities.
- At the request of Council, an inventory was conducted which resulted in identified costs, life span, and what it would take to outline that program over the 10-year duration time.

Mayor Weise inquired if the department included the 5% into their budget at this time. Mr. Haines stated that no funding is set aside to replace park inventory or park assets at this time but can look at that as part of this program now that costs have been outlined.

Vice Mayor Dennis inquired on the difference of having the Asset Replacement Fund and the Capital Fund. Mr. Haines explained the 10-year replacement estimates could fall

under a capital program and would not identify new costs. Looking at the replacements as an on-going basis would fall under an asset replacement program for existing items

In response to an inquiry by Mayor Weise, Mr. Haines stated the inventory can be taken as an annual program (all asset inventory) or it could be differentiated by years or expense and differentiated by one-time capital as need exists with other items being specified as routine and repetitive yearly

Mr. Haines provided the following highlights:

- Avondale sales tax rate is 2.5%.
- Some alternatives could be considered for a sales tax increase and staff recommends a 0.15% increase, which would generate approximately \$2.5 million annually which would be the halfway point for the \$5 million project.
- Could consider dedicating that money to specified purposes and projects.
- Currently funded improvements are all out of the General Fund, either on an ongoing basis or on a one-time basis for park operations.
- Staff recommends a tax increase be placed on the March 10, 2020 ballot.
- Working backward, information would need to be provided when distributing the ballot, ballot language developed, and a scheduled work session presenting specific details of what the tax increase should be and how the funds would be used.
- Although it is not required; a citizens' committee could be utilized.
- There is currently a survey online asking residents if they would be interested in maintenance, improvements, both, or none at all.
- Will share information at the Avondale Fiesta Special Event and possibly at the July 4th special event.

Mayor Weise inquired on the current balance in parks bond and if there was anything left after Festival Fields was completed. Mr. Haines stated that the bond program had been taken down to zero with the costs of Festival Fields.

Mayor Weise said that the city needed to have flexibility of having money in all of the bond programs. He would like to see the bonds program for parks to be replenished, although he did not have a dollar figure. He noted that the biggest projects are bond related and not maintenance or ongoing projects. He noted that whatever happened after the park is built is important. He commented on the ability of expanding the sports center, if needed, estimating it to be around \$18 million. Mr. Montoya stated it would cost \$25 to \$30 million.

Mayor Weise noted the importance of identifying projects that enhance the lives of residents, but also bringing in tax dollars. He said that the sports center was probably bigger than any other facility, even Friendship Park, that fits that criteria. He added that it is important to be very specific and stated that he was okay going to the voters for a sales tax increase, as long as the city is very specific about what they were asking to improve such as trails and everything that was listed in the survey. He recalled that a sunset clause was mentioned at the last meeting which he is open to, especially when considering the \$3.35 million costs by 2027 and 2028, and by a couple years later it would cap out at

\$3.55 million, but it appears this plan would allow the city to do what needed to be done in the areas of operations. He added that a 10-year sunset clause makes sense.

Mayor Weise said that there are two different issues to talk about, one being a bond issue and one being a sales tax increase. He added that Council needs to decide whether sales tax should be increased on purchases of \$5,000 or more, opining that the auto mall would give pushback if Council decided to do so.

Council Member Nielson commented on the inventory and assets, inquiring if items that need to be replaced five years and under be done by 5% and all items over that be placed on a capital improvement program. He asked if the items listed are funded through sales tax or through the budget. Ms. Duncan responded that the items presented are separate from the proposed recommended budget.

Mayor Weise asked Council Member Nielson if he was looking at a bond issue as well which Council Member Nielson responded yes to.

Mayor Weise added that he was not married to a sunset clause.

Council Member Kilgore stated that if the voters are okay with it, then he was fine with the 0.15% tax increase and he agrees with the Mayor on not wanting to raise taxes but if the residents saw a need for a tax increase then he is for it. He asked if the 10-year sunset clause should be decreed and inquired on the standard use on a sunset clause. Mr. Montoya stated most of the maintenance and capital would be gained in the first ten years and if it was made smaller than the revenue for replacements would not be achieved.

Council Member Kilgore asked staff to confirm the life of the capital items. Mr. Haines stated a lot of the capital items are higher dollar ramadas, restroom facilities, and large playgrounds which will be between a 12- and 25-year range. He mentioned that modest restorations are completed along the way to make them appear new without having to replace the actual structure. Council Member Kilgore stated he did not have a problem with the sunset clause of ten years.

Mayor Weise asked Council Member Kilgore if he would approve a bond for big capital projects, like the items on the list that was presented by Mr. Haines. Council Member Kilgore inquired on the bond rating which staff replied is still a AAA rating. Mr. Haines clarified that a bond election is required to be placed on a November General Election ballot. Council Member Kilgore inquired if a bond is normal practice which Mayor Weise responded, stating water services and festival fields funding are done through a bond. Council Member Kilgore stated he was good with a future bond.

Council Member Malone stated that she was okay with the sales tax if the survey and voters indicate they saw the need. She added that the bond, 10-year sunset clause, and 0.15% is acceptable.

Council Member Pineda stated he was okay with allowing voters to voice opinions and going with the 0.15% tax increase, with a bond issue, and the 10-year sunset clause.

Vice Mayor Dennis stated she had no problem with the sales tax of 0.15%, or the 2.5%, but she was concerned that a sunset clause would not resolve the issues because in ten years the situation would be the same. She added that in reference to capital improvements and the bond, she agreed, as it was good to have citizens help build that framework, and any other issues that should be added to a bond should be decided by citizens' survey.

Mayor Weise stated that the \$5,000 limit on purchases should also be addressed.

Council Member Malone asked whether a replacement fund would be set up so that the 5% funding could be set up, especially if there was not a sunset clause. Mayor Weise stated that it seems incumbent to have a 5% replacement fund. Council Member Malone asked if the sunset clause would correct issues, but then leave the city in the same position after the end of the sunset clause.

Mayor Weise stated that when considering a sunset clause, considering what the voters would vote for, not necessarily what Council wanted. He noted that so far, the city would ask the voters for a sales tax increase in March of 2020, for the 0.15% increase. He added that sales tax initiatives that fail, such as those in Surprise and Peoria, were not specific and were ongoing taxes. Mayor Weise believed that residents will be more interested in accepting a tax change if it is for a set time frame and for particular projects. He had faith that residents would re-approve the sunset clause, whether it was in 10 or 15 years. He also believed that parks would always be important to Avondale, being that it is such a young city. Mayor Weise stated that in ten years, voters could say they were done with the tax increase, which would leave the city looking to find a source of \$2.5 million. Vice Mayor Dennis added that a sunset clause is poor management for maintaining the city's facilities.

Council Member Kilgore stated he has faith in his residents and, like the home rule that passes every time, the 10-year sunset clause would be fine.

Mayor Weise commented on the transportation and public safety taxes, stating the transportation tax is incredibly intensive when it comes to capital outlay and funding, it is on-going as well as public safety capital. The growth of the sales tax is in the first five or six years with a smaller increase 10-years out with the inflation increase. He stated that if the voters said no to the sales tax increase, the city could still possibly cover the expense in the budget.

Vice Mayor Dennis stated it is an on-going expense that is no different from any other department and opinioned that she does not understand why a sunset clause should be considered.

Council Member Malone asked what it would look like to have the 5% asset fund with the current projection of revenue funds. Mr. Montoya replied that staff is in the process of developing an asset fund for parks and vehicle replacement, noting staff could figure out how to set aside the 5%. He stated there would be three elections next year and staff will

need to figure out how that will be presented to the voters to avoid confusion. Council Member Malone requested the 5% asset replacement information to better decide if a sunset clause is something that she is willing to do. Additionally, she stated that staff has done an amazing job on parks since 2017, and that the community is enjoying the parks. Mr. Montoya stated that staff will be back with the requested information.

Mayor Weise stated that he would like Council Member Conde to weigh in on the matter. He said it is important to give future flexibility for Council and the residents. He added that he respected Council Member Malone's opinion on this matter.

Mayor Weise asked Mr. Montoya if having a bond, a sales tax, and home rule in 2020 would be confusing for voters. Mr. Montoya stated that home rule and candidate election would be in August 2020, bond election would be in November 2020, and sales tax election would be in March 2020. He added that the overlapping would result in potential committees running different parts of the election.

Vice Mayor Dennis suggested the possibility of pushing the bond issue out to 2021 and explained it would be best to move the issue to avoid confusion. Mayor Weise agreed and noted that would give a year to see where the process was.

Mr. Montoya suggested not putting anything on the November Presidential ballot; Mayor Weise agreed.

Council Member Nielson asked if the restrooms and ramada came out of inventory and capital, would reduce the \$2.25 million on operating costs. Mr. Haines stated it would not as the information provided does not include the asset replacement program. Mr. Haines explained the information presented is a true operating cost and it is just a snapshot in time that included Alamar and Festival Fields. Dependent upon the capital investment Council may make, numbers would fluctuate from year to year, based on capital investment.

Vice Mayor Dennis reiterated that would mean that the \$3.5 million (0.15% sales tax) was maintenance and operations only; replacement costs would require separate dollars, Mr. Haines confirmed this information was correct. Vice Mayor Dennis noted the importance of a long-term plan other than just a sunset clause.

Mr. Montoya stated if the city is going to utilize a portion of the 0.15% sales tax to allocate to bonds for the future, he suggests having a longer sunset clause that is greater than 10 years. Mayor Weise state he approves a longer sunset clause and stated that if he could be convinced over the next 30 days that a sunset clause would not help the discussion, he would go with that.

Mayor Weise asked Council if the tax increase should be included on items over \$5,000 with a budget of \$3.5 million. Discussion ensued among Council relating to the issue of taxing items under and over \$5,000. No members of Council objected to concept of taxing items over \$5,000, to help fund the bond items.

3. FISCAL YEAR 2020 RECOMMENDED BUDGET

Lindsey Duncan, Finance and Budget Director, presented on an overview of the Fiscal Year 2020 Recommended Budget as part of the formal adoption process.

Council Member Malone inquired on the timeline of the budget if Council had additional questions. Ms. Duncan stated that there are not any additional in-depth discussions scheduled but she is happy to answer any questions.

Vice Mayor Dennis explained that, in the past, departments would present at several Work Session meetings to allow for in-depth discussions. Mr. Montoya stated staff utilized the input received from the December city Council retreat and have been working through the items on their priority lists. He noted that one presentation was the goal but are happy to schedule an additional meeting, if needed.

Vice Mayor Dennis requested the items that were not selected for funding be identified on a separate page so that Council could see what was requested. Mr. Montoya stated that Ms. Duncan had compiled that information for emailing to Council, but the majority of the requested items were funded. Vice Mayor Dennis stated that she would still like to see the items identified, and Mr. Montoya stated that would be provided.

Ms. Duncan provided the following highlights:

- Fiscal year 2020 process and recommendations including a summary and more detailed documents.
- In December, Council held a budget retreat where staff presented opportunities and challenges to Council with an opportunity for Council to provide feedback.
- In February through March, staff conducted work session presentations where overview of budget and mid-year financial status, operating budget presentation, as well as the enterprise funds, and then later presented the top 10 list of capital projects in each section.
- Staff was working to forecast end of year position for the current fiscal year to determine what resources will be available for next fiscal year and forecasting revenues based on information from a variety of sources.
- Finance continued to work with departments to define budget requests, both on operating side as well as the capital side.
- Discussions with city management were held to align requests with Council's priorities as well as the master plans and strategic plans.
- Staff identified several funding objectives.
- Budget continues to maintain financial sustainability, balancing between meeting the needs of today and preparing for the growth and opportunities of tomorrow.
- One of the goals was to best align the benefits of the dollars with those who are paying for the investments.
- Checked ongoing resources with ongoing uses and staff examined how many resources were qualifying as one-time and how many were qualifying as ongoing, which presented opportunities for additional funding.

- Staff also considered maintaining the strategic balances in the General Fund and the enterprise funds.
- Reserve balances are based on an assessment of the city's risk in a number of areas, based on the way revenue is collected and the way it is spent.
- For the General Fund, until total risk can be evaluated, staff is looking at maintaining the recommendations to Council of the 35%.
- Staff will evaluate the level of the enterprise funds and make a recommendation to Council with the update to the rates study this fall.
- Explored expanding and enhancing services where resources are available.
- Continuing to honor commitments to the public in the areas of public safety and in the areas of parks and maintenance.
- Looking at balancing staffing needs in other departments.
- High level overview:
 - Recommended budget totals \$269.3 million which is comprised of \$233.2 million subject to the expenditure limitation authorized under the Home Rule Election.
 - Identified transfers out of approximately \$36.1 million to identify total uses.
 - When compared to Fiscal Year 2019, the budget is essentially the same budget year after year. The Fiscal Year 2019 budget included \$40 million for future financing districts for drainage infrastructure that the city has yet to identify the full needs of this project which was reduced from the budget. Therefore, a \$39 million increase roughly balances out to approximately the same budget from Fiscal Year 2019 to Fiscal Year 2020.
 - Revenues represent \$160.2 million which is approximately 60% of the budget.
 - Transfers-in represent \$36.1 million which is 13% of the budget.
 - Use of fund balances represent \$73 million.
 - Utilizing some balances that accumulated for other purposes.
 - Sources by type of funds:
 - General Governmental funds utilize 54% which are subject to most of city's services and uses.
 - Special Revenue funds are at approximately \$25.9 million.
 - Each of the various funds are dedicated sources that cannot be used for other areas.
 - Enterprise funds utilize 21% at \$30 million.
 - Internal Service Funds, where city's risk and worker's Comp insurance is held, is at \$5.5 million.
 - General Governmental Sources by Category:
 - Local Taxes are the largest source of government funding at approximately 57%.
 - Intergovernmental Revenue which represents state-shared sales tax and urban revenue sharing (income tax).
 - Charges for Services/Other, at approximately \$7 million or 9%.
 - Staff made a commitment to work with departments throughout the year to ensure proper cost recovery recommendations for Council in the Charges for Services area to see if there are opportunities to help increase revenue in this area.

- Property taxes are approximately \$3 million or 4% of the total for general government.
- Fiscal Year 2020 Revenue trends:
 - Generally forecasting increases in most sales tax categories and our state-shared revenues.
 - A decrease in contracting sales tax, permit revenues, and development fees, due to decreased residential permit activity.
 - Presently only a handful of lots that are ready for permit remain in the city, so until some of the developments that are already approved are ready to start pulling permits (next January), there will be a projected flattening of this source but will still see some activity for the non-residential permitting.
- Local Sales Tax:
 - See strong showings in the local sales tax, particularly in the retail restaurants and bars, and some of the property rental categories, showing year-over-year increases of approximately 9%, but it is not generally sustainable to continue to forecast the 9% so that has been flattened out to 3% to 4%.
 - Auto dealers are projected at a slight increase as well, although it flattened out from Fiscal Year 2019 estimates from the 2018 actuals, with a \$3.5 million estimate on the contracting side. The Fiscal Year 2020 projection is decreased slightly to reflect the decreasing inventory of housing permits.
 - Most other categories have slight increases, or stay flat, so this is a conservative projection which will be continually monitored throughout the year so that any stronger or weaker activity can be considered and presented to Council.
- General Governmental Revenues:
 - Increases in the intergovernmental revenues.
 - Continue to see Avondale's share of intergovernmental revenues at approximately 1.5% but overall, that revenue source is growing so continue to see the same proportion of that in other cities of the Valley.
 - Permits and licenses has some flattening due to the residential construction activity, as well as charges for services.
 - Property tax is relatively flat, and the sale of assets reflects particular land sales that Council has discussed and agreed upon in Fiscal Year 2019, as well as the projection for Fiscal Year 2020.
 - Other sources are relatively flat.
- Total Budget on a year-over-year basis:
 - Shape and size of each funds remains relatively the same; with the exclusion of capital (has decreased slightly due to the \$40 million placeholder in the Fiscal Year 2019 budget), but otherwise spending roughly the same sources in roughly the same areas.
- Operating Uses by Category:

- General Governmental section is \$93.1 million or 55% which includes transfers out as the General Fund supports and provides funding for asset replacement as well as capital needs.
- Enterprise Fund section is approximately \$32 million or 19%.
- Special Revenue section is 16%.
- Debt Service section is a modest 6%.
- Internal Service section is \$7 million.
- General Government:
 - Anticipate beginning the fiscal year with a balance of approximately \$53 million and adding approximately \$79 million, utilizing about \$72 million.
 - The ongoing sources are greater than ongoing uses.
 - Transfers out to support some of the capital projects identified throughout the fiscal year and in prior years' capital plans as well as those projects brought before Council a couple weeks prior.
 - \$3 million contingency that is customary.
 - Ending fund balance of approximately \$39 million.
 - The reserve amount combined with the General Fund as well as the public safety dedicated sales tax fund is approximately \$25.8 million.
 - Ending fund balance is still greater than the reserve amount, which contributes to strong ratings as made by the rating agencies.
- Changes for Fiscal Year 2020:
 - Priorities in Public Safety Area:
 - Five patrol officers which is targeting an improvement with the proactive patrol time based on statistics and study that was done in public safety police department.
 - One school resource officer with anticipate partial reimbursement by the school district.
 - Two park rangers to assist with new parks as they come online.
 - One fire support services technician intended to facilitate the maintenance and deployment of equipment across stations and facilities
 - Priorities in General Operations:
 - One facility maintenance worker which is intended for preventative maintenance and improvement on city buildings and facilities.
 - One recycling coordinator to improve education related to the city's recycling programs.
 - One contract administrator for city-wide contract assistance and to provide education and universal coordination on contracts.
 - One legal services supervisor to support the Legal Department's new team.
 - Priorities in Leadership:
 - Two assistant directors in Development and Engineering Services as well as Neighborhood and Family Services.
 - One Assistant Police Chief.
 - Help expand strategic and daily operational leadership compacity.
 - Accounting Change to Temporary Positions:

- Temporary positions were not formally calculated in the FTE count which many employees have been working for the city for a long time but were never included in the FTE count. Counting temporary positions does not add resources to the city, but more accurately reflects resources on site.
- The temporary employees being included in total count have made an increase of 21.5 FTEs in the budget (generally grant-funded or funded through other sources through intergovernmental agreements) so these positions, though temporary, are still generally revenue-dependent, as they rely on grants or other external funding.
- Included employee costs with projected compensation increases, the details of which are still being worked out.
- Accounted for retirement percentage increases (very modest), as well as employer portion of health, dental, and vision insurance.
- Five Year Staffing Forecast:
 - A new five-year capital staffing forecast has been crafted, which identified new funding that would be needed for the upcoming fiscal years as new buildings are opened.
 - This forecast will be reviewed annually as acting upon capital improvement plan and completing projects.
- Capital Improvement Program:
 - Projects identified through staff analysis, contractual obligations and/or Council priority. Feedback comes from discussion among Council, Master Plans and Strategic Plans.
 - Evaluate the capital plan on a multi-year basis to ensure it is funded over the course of five years so if a project is started it will be completed. City Council only appropriates funding for the first fiscal year through the annual budget adoption process.
 - Individual construction contracts are presented to the City Council throughout the year.
- Capital Sources for CIP Fiscal Year 2020:
 - Development impact fees will be utilized as appropriate.
 - Dedicated sales taxes for the water, wastewater, transportation and streets.
 - Bond funding is available, both general obligation and excise tax bonds which were discussed in the past couple of weeks.
 - Operating transfer will be utilized one-time savings in the operating fund, as well as some funds set aside from the General Fund, Enterprise Fund, and Highway User Revenue Fund to fund capital needs.
 - Working with departments to fund all of the departments' replacement programs.
 - Transfers from the General Fund:
 - \$9.5 million to continue construction of Festival Fields.
 - \$3.3 million for streets construction.
 - \$200,000 for the streets portion of historic Avondale.

- \$900,000 interfund loan from the General Fund for property and evidence which will be repaid over time with development impact fees.
- \$1.3 million transferred from the Dedicated Sales Tax Fund for Streets, Water, Sewer and Transportation Half-Cent Sales Tax.
- \$4.5 million transferred from the Enterprise Operating Fund for Water, Sewer, and Sanitization Operating Funds.
- Recognized a transfer of \$5 million from savings within the Highway User Revenue Fund which was subsidized in the past for use on streets capital projects.
- Property and Evidence Facility funding is included in the budget with partially development impact fee eligible.
- Festival Fields continued enhancement with a total of \$17.5 million to be carried forward for Fiscal Year 2020 with \$2 million already expended.
- Resource Center construction of \$11.7 million to be carried forward and included in the Fiscal Year 2020 budget.
- 107th Avenue and McDowell Road widening project is partially development impact fee eligible.
- Avondale Boulevard, McDowell and Encanto project is also partially development impact fee eligible with a total budget of \$2 million and approximately \$1 million in Fiscal Year 2020.
- Fairway Drive improvements included in the Fiscal Year 2020 budget and is partially development impact fee eligible.

Council Member Malone asked about the exact location of resource center. Mr. Montoya said it would be located on Avondale's property on Eliseo Felix. Ms. Duncan apologized for the incorrect map and stated the correct map would be updated for the final presentation.

Ms. Duncan continued her report:

- Debt Services:
 - On principal and interest on bonds, there are general obligation bonds anticipated at approximately \$3.7 million annually, including bonds that will be presented next week to Council for action.
 - Half-cent sales tax for streets, water, sewer, and transit bonds for approximately \$6.1 million which will be presented to Council for action as well as other bonds for historic Avondale and water infrastructure.
 - Dysart Road Municipal Development Corporation at approximately \$300,000 annually.
 - Total bond payment of \$10.1 million for the budget.
- Contingencies:
 - General fund at \$3 million.
 - Water and sewer operations at \$1 million each.
 - Sanitation, risk management, and public safety dedicated sales tax at \$500 thousand each.
 - Highway user revenue fund at \$300,000.
 - Fleet services and environmental programs at \$100,000 each.

- Contingencies are for unanticipated, unforeseen needs that may arise in the fiscal year and staff will return to Council as the items are identified.
- Budget Calendar:
 - Formal adoption process outlined in state statute.
 - Tentative budget adoption to be presented on May 6.
 - Between May 6 and June 3, staff will finalize the budget on the state's prepared forms.
 - Public hearing on the property tax and final budget and final budget adoption on June 3.
 - Final adoption of the property tax levy on June 17.
 - Fiscal Year 2020 budget will be effective July 1, 2019.

Mayor Weise thanked Ms. Duncan and opened the floor to comments from Council.

Council Member Malone thanked Ms. Duncan and stated she had several questions, one of which was on the two FTEs for City Manager, as she was under the impression that there would only be one FTE for City Manager and Assistant. Mr. Montoya stated that both FTEs would be kept, with one reclassified to a Deputy City Manager. Council Member Malone asked if staff would be correcting the verbiage in the budget information which Mr. Montoya stated staff would correct the information. Council Member Malone requested staff email acronym information as this information is normally in the back of the budget book. She asked if shifts would be split for park rangers, and Police Chief Nannenga said that there is currently one park ranger on staff and the request would bring that number to three with day shift and night shift. The department will also utilize animal control officers to patrol parks. He added that a schedule would be crafted in conjunction with Parks and Recreation to fit with scheduled activities, to create seven days a week coverage for the parks. In response to a question, Police Chief Nannenga clarified there will be a total of three park rangers.

Mayor Weise stated that more time is needed to review the agenda item and the item would not be completed in one night. He would like to go through the supplemental, as he still wanted further information. He suggested scheduling a work session and acknowledged there is a time crunch. Vice Mayor Dennis suggested reviewing a couple of departments this meeting and continuing a couple of the other departments to the next meeting, to which Mayor Wiese agreed. Mayor Weise stated it would be beneficial for Council Member Nielson to see how the supplementals work due to this being his first budget process. He suggested reviewing the first four departments as listed in the budget book this evening.

Mayor Weise asked about the increase for expenditures by division for each Council Member, and noted his own as an example, at \$46,696 for the FY2018-19 budget, but is now at \$63,978. Ms. Duncan explained the figures included the compensation and state retirement and are based on the state actuarial studies.

Council Member Malone asked about the retirement fund with three Council Members already enrolled in the Arizona State Retirement System. Ms. Duncan explained that the payments are made into a legacy retirement system for the Council Members who were

in the old system before it was finished. There are contributions for newer members into the legacy system only. Ms. Duncan stated that staff could review that in detail and ensure correctness.

Vice Mayor Dennis inquired if funds are put into the system for future Council Members since she is in the old system and not eligible for the new system. Ms. Duncan explained that the contributions for the older system are much higher than the newer system, based on the unfunded liability that the system carries, and the greater number of retirees compared to the fewer number of people paying into it. Vice Mayor Dennis inquired if the city is required to pay for her even though she does not receive the benefit to which Ms. Duncan stated yes, the city does pay. Ms. Duncan explained EORP (Elected Officials' Retirement Plan) was closed to new members.

Mayor Weise asked Mr. Montoya for information on the new Deputy City Manager. Mr. Montoya explained that, as before, there were two Assistant City Managers, but he did not believe that was necessary. He added that he and Ms. Montes were consistently busy, with a lot of projects that could be handled interdepartmentally or other meetings that occurred throughout the city. He noted that he and Ms. Montes could not attend them all, so this would allow them to move forward with a lot of the current level of communication and project management throughout the department. Mayor Weise asked if the new employee would be in charge of special projects. Mr. Montoya stated they would and will work through the process along the way.

Vice Mayor Dennis inquired on the Veterans' Success Project supplemental with a dedicated \$20 thousand. Before approving the funding each year, she requested a written report to include how the funding is being utilized, how many people are being serviced, as well as how many are from Avondale. Council Member Malone stated during the first time the item was presented, it was stated that they would be coming to Council and presenting that information. Mayor Weise agreed, stating that any organization such as GPEC or WESTMARK, should provide an annual report to Council. Mr. Montoya stated that Ms. Blazina and Mr. Davis are currently working to develop some sort of written agreement with both WESTMARK and the Chamber. In response, Ms. Blazina stated that there is a current contract with GPEC and staff are currently working to create one for the Southwest Valley Chamber of Commerce and WESTMARK. Vice Mayor Dennis stated that is a requirement with the non-profit groups, so the stated groups should be held to the same standard. Mr. Montoya agreed, stating the groups need to have some sort of deliverable to keep a bench mark on what the group is doing.

Vice Mayor Dennis noted that the Intergovernmental Affairs and Executive Management Assistant had been moved and requested the subtitle be corrected to be consistent with the other departments on the chart. Mr. Montoya stated the information would be corrected.

Mayor Weise asked, if Council approved the budget, the timeline on seeking a Deputy City Manager. Mr. Montoya stated that staff desired to start recruiting now and, if Council approved to keep the position, have someone on staff as soon as possible. Council

Member Malone asked if a hiring firm would be utilized, and Mr. Montoya stated that Cherlene Penilla, Human Resources Director, and staff would be recruiting directly.

Mayor Weise asked for feedback from Mr. Wawro, who stated that interviews had been conducted, and he anticipated having a full team by June. Council Member Malone asked about the previously discussed Legal Assistant that is not listed in the current vacant positions. Ms. Duncan stated the four initial positions were approved by Council mid-year and the Legal Assistant position to be filled in the Fiscal Year 2020 budget process. Council Member Malone and Vice Mayor Dennis stated their budget books do not show the added position under the supplemental requests. Mayor Weise clarified there is one FTE described as Legal Department on-going, one-time for a total of 54,260. Ms. Duncan stated that position is the one new position for July 1st and the other four positions have already been approved.

Mr. Wawro stated the intent was to have three attorneys: City Attorney, Deputy City Attorney, and Assistant City Attorney, with two staff members identified: Legal Supervisor/Paralegal, doing office administration and high-level paralegal work, and a Legal Services Specialist which will be an administrative support staff. The two administrative staff will support the three attorney positions. Ms. Duncan stated that the \$54,000 total also included software. Vice Mayor Dennis stated that should be clearer in the budget, rather than just the words legal department.

Mr. Montoya explained that each department moved their IT related budget items to the IT Department's budget.

Mayor Weise asked Ms. Duncan and Mr. Scheetz if the amount proposed for the Financial ERP System Update would adequately cover all the issues department had previously mentioned, minus staffing needs. Ms. Duncan said that it would, stating some of the costs were for budget preparation, but Fiscal Year 2020's budget includes software that will make the process more efficient and effective. Additional \$200 thousand will be requested for the next fiscal year.

Council Member Malone stated it makes sense to move the IT related budget items and inquired if the items would fall under IT or stay under the designated specialized area. Mr. Mr. Scheetz stated that from a tracking and implementation standpoint, everything will come through IT, but staff will work with the departments as they are the experts to make sure the software ultimately meets their needs and fits the overall goal for the city. Council Member Malone asked if additional staff is needed to manage the tasks which Mr. Scheetz responded no, not today.

Council Member Pineda asked if more research would need to be done to ensure the software is appropriate, or if the projected figure is a hard cost. Ms. Duncan stated that the budgeted amount is a projection based on the modules that were originally presented to staff when they were looking to upgrade. There are several pieces of the software that can be purchased which will be addressed as the project progresses.

Vice Mayor Dennis asked about the software maintenance increases supplement, noting that it is for video maintenance system to store footage for buildings and security cameras, but wondered if traffic cameras will be addressed. Mr. Scheetz stated the mentioned supplement is for building cameras only and does not address traffic cameras, mentioning maintenance on traffic cameras is managed by ADOT and the traffic division. Additional cameras or upgrades would be classified somewhere else.

Mayor Weise asked if Microsoft One Drive and SharePoint backup, as well as cloud-based disaster recovery went hand in hand. Mr. Scheetz stated they do, but one could go without the other. He explained that One Drive and SharePoint backup allows the city to perform backup, but once it is in the cloud, there is no control over backups. Therefore, if there was file encryption, the city would have to rely on Microsoft to get backup information, whereas with this software, it would be in the city's control and staff could restore to a date with a push of a button. The disaster recovery portion is possible in the cloud. Mr. Sheetz added that this item was not a full recovery plan but would help to show what would be needed for the future.

Mayor Weise inquired on the public's Wi-Fi assessment, and what the \$50,000 would do. Mr. Sheetz stated that the program would help identify if the public would utilize the system before they invest millions of dollars as well as see what is involved to implementing this type of service. Mayor Weise agreed that is assumed what the residents want and need but it is best to find out for sure.

Council Member Kilgore stated that since some of the high school has bad connection, Agua Fria being one of them, are the high schools able to partner with the city or piggyback off the city's Wi-Fi. Mr. Scheetz stated that the schools could look at the assessment and see what is available which might be an indication of buildings and penetration. Council Member Kilgore mentioned that it is not uncommon for the connection to drop when students are taking tests and wondered if the Wi-Fi would be a central location at City Hall or throughout the city. Mr. Sheetz clarified it would be throughout the city. Mr. Montoya explained the initial assessment is to explore Wi-Fi at public spaces first, and around the water towers, looking to see the length of the net and bandwidth research. Council Member Kilgore explained he was inquiring to see if we could help some of the members of the community.

Council Member Malone asked if the city could collaborate with agencies who are updating fiber optics since they are already coming to the city seeking approvals. Mr. Montoya said that type of system is already implemented through agreements with the schools. At the same time, the IT department adds the necessary wires when construction of the ground is being conducted, such as the recent construction at Festival Fields Park. Mr. Montoya explained that staff is ensuring the agreements are in place whether it be school districts or county buildings. In response to an inquiry by Council Member Malone, Mr. Montoya clarified an agreement is in place with Littleton for fiber optics.

Mayor Weise stated that Council will review items five through nine, stating Council will focus more on the supplementals. He noted that Vice Mayor Dennis would be calling in. Mayor Weise noted that May 6th could be another possible work session. He said the next

meeting will begin at 6:00 p.m., and Mr. Montoya said that the agenda would be adjusted for that.

Mayor Weise inquired on the next meeting agenda. Ms. Carrillo stated there were four regular agenda items with two work session items, 2019-2020 HUD Annual Action Plan, and a transit update. Mayor Weise asked if those could be pushed back, and Mr. Montoya stated that the HUD Action Plan would need to stay, however, the transit update can be pushed back. Ms. Carrillo stated that a right-of-way annexation item and two bond items from Ms. Duncan are on the agenda.

Council Member Malone requested Community Relations be discussed tonight.

Council Member Nielson noted that a Citizen Academy recognition is scheduled on May 6th at 6:30, which prompted Mayor Weise to suggest a special work session.

Mayor Weise said that the next Council meeting is scheduled for April 22nd and he would be out of town on the 29th but could dial in. He recommended considering the Community Relations this evening and Council Member Malone suggested they review Community Relations and non-departmental. The meeting on April 22nd and April 29th to review the rest of the budget items.

Ms. Duncan explained the Graphic Designer employee was a temporary employee who was funded on a half-time basis, so staff is now recommending funding for the other half-time of the FTE. This is an accounting change but does not change overall resources. Mayor Weise inquired on the length of time the employee has been with the city. In response, Ms. Simeri explained she has been with the city for a couple of years.

Vice Mayor Dennis asked about the \$69 thousand cost increase for the RAVE Review printing and mailing. Ms. Simeri said that printing costs have increased, and postage has increased significantly. Additionally, she added that there were some households that were not accounted for in the past, but those households have now been included in the delivery. Ms. Simeri thanked Council Member Nielson for identifying several homes near ISM Raceway that were previously missed.

Council Member Kilgore stated he approves the Graphic Designer supplemental request.

Vice Mayor Dennis asked for a walk-through of the public arts funds, since last year Council had approved an increase to \$50 thousand from \$25 thousand that was to be dedicated to public art, and she was unable to see that in the report. Ms. Simeri stated she did not recall increasing it to \$50 thousand, and Vice Mayor Dennis stated the discussion was held during the budget work session last year. She stated a good art project could cost up to \$200 thousand which could take several years to generate the funding so last year it was decided to put \$50 thousand towards the project to see what it might do. She added that in order to do the historic cemetery project last year, the City had to go to the public arts in order to get funding which the city is doing internal and external projects. Mr. Montoya stated staff can increase the public art fund to \$25

thousand if Council was okay with that. Mayor Weise polled the Council, and no objections were made.

Mayor Weise moved on to the non-departmental budget.

Vice Mayor Dennis stated that the cemetery maintenance was projected at \$12,274, and she recalled that in the past, there had been discussion of additional upgrades, but she was not finding that in the report. Mr. Haines provided an update, noting that there was a request in the capital improvement plan for some additional improvements to the cemetery. Although it was not identified as such in the non-departmental, it was in the capital improvement plan for next year. Vice Mayor Dennis stated she must have missed it and asked what was accomplished this year at the cemetery. Mr. Haines said there has been a delay due to the process of adding electric to the site, but it should be in place in the next month or two. An automated gate system, the public art piece, and irrigation system renovation will be complete by the end of Fiscal Year 2020. Vice Mayor Dennis inquired if the funding would be carried over if the project is not completed to which Mr. Haines responded yes, the funding would be carried over if needed.

Council Member Malone asked if dust mitigation was completed at the historic cemetery, and Mr. Haines stated it is part of next year's request, including modifying the parking lot, and looking at the western access point. He added that there were a series of items identified in a two or three-year program.

Mr. Haines stated that this year's funding of \$150,000 plus an additional \$50,000 would cover the irrigation system repairs, the automated gate system, the public art piece, and bringing electrical to the site, which would also include site lighting on the walkway and bollards which are all covered by this year's and previous year's funding which are anticipated to be complete by the end of this fiscal year. The new request is for parking lot renovations and dust mitigation for the Fiscal Year 2019-2020 budget.

Mayor Weise requested that Vice Mayor Dennis review the items for next week, and she did so, listing items 7 through 12 as:

- Finance and Budget
- Human Resources
- Development and Engineering Services
- City Clerk
- Police
- City Court

4. ADJOURNMENT

There being no further business before the Council, Council Member Kilgore moved to adjourn the meeting; seconded by Council Member Malone.

Upon vote, the motion was carried unanimously 6 to 0.

Council Member Kilgore Aye

Work Session Meeting Minutes

April 15, 2019

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

Meeting adjourned at 8:07 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the Council of the City of Avondale held on the 15th day of April 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
April 22, 2019

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 6:01 p.m.

Members Present: Mayor Kenn Weise; Council Members Bryan Kilgore, Veronica Malone, and Curtis Nielson.

Members Absent: Vice Mayor Pat Dennis and Council Members Tina Conde and Mike Pineda.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Kirk Haines, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; and Abril Ruiz-Ortega, Court Administrator.

Audience: Members of the public were present.

1 ROLL CALL BY THE CITY CLERK

Note: Council Member Mike Pineda arrived to the meeting at 6:04 p.m.

2. 2019-2020 HUD ANNUAL ACTION PLAN

Matthew Hess, Housing and Community Development Manager, provided City Council with an update on the draft of the City's 2019-2020 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).

Mr. Hess provided the following information:

- The Annual Action Plan is part of the five-year Consolidated Plan which is also known as a five-year needs analysis that will benefit low- and moderate-income citizens in Avondale.
- The Annual Action Plan is created each year within the five-year program to dictate how each year's allocation will be spent.
- Through the consolidated planning process, the city looks at housing, infrastructure, and community development needs and goals are determined.
- Current five-year plan expires at the end of the next fiscal year.
- Proposed 2019-2020 Activities and Funding

- This year's funding is proposed at \$695,000 in CDBG funding which is approximately a 4% reduction.
 - 20% is set aside for administration activity which is approximately \$139,000.
 - Supporting both the emergency and substantial home repair programs with \$145,000 for emergencies and \$235,500 for substantial home repairs.
 - AvITEMP program, rebranded Next Step program, funded at \$48,500.
- New Homeless Emergency Rental program funded with the remaining balance of the Public Service Allocation of \$55-\$56 thousand and the remaining funding going to revitalization.
- HOME funding took more of a hit than the CDBG Program, about 10% lower, which is roughly in line with the overall congressional allocation of HOME Funds and consistent with anticipated amount.
 - Co-share administration cost with the County at about \$11,000.
 - Allocate funds for home buyer assistance.
 - 25% match applies to activity funding (admin) at about \$44 thousand with \$244,000 to work with.
- Next steps:
 - Currently in the 30-day comment period, which will expire on May 10th.
 - Another public hearing scheduled for May 8th at the Community Center.
 - On Council's agenda for May 20th for possible action.
 - Required to submit action plans in conjunction with rest of the members of the Maricopa Home Consortium by June 11 which is 60 days from the date of HUD's announcement of the allocations.
 - Funding agreement to be received in mid-August.

Mayor Weise asked for insight on the Homeless Emergency Rental Plan. Mr. Hess stated that staff has been thinking about this for some time and recognizes the increasing need for homeless services in the West Valley. He has been working with Sherry Steele and Chris Lopez regarding gaps in services. He added that this rental piece would be designed similarly to the CAP Program, even though it was not something that cities typically do with CDBG funds, which was usually considered an income payment. However, it is eligible if funding is restricted to three months. Mr. Hess said that details are being worked out. The budget is restricted to 15% of the overall allocation. He added that basic numbers would be approximately \$1,000 per month up to three months, divided by 55, and would be about 18 units with the number of units determined by the number in the household.

Mr. Hess stated that because the homeless are considered a limited clientele in the CDBG Program which requires individuals to have little to no income, staff would have to work closely with social services and other partners to identify eligible people. Wraparound services would get people housed on a permanent basis. The intent of the program is not to house people for three months, and then be evicted. The wraparound services would absolutely be needed to sustain permanent housing.

Council Member Malone asked where housing would be sought for this program. Mr. Hess stated that seeking housing for the Emergency Rental Program would generally be up to the family receiving the housing, similar to Section 8 housing where a landlord would

accept the program voucher but there is no obligation for a landlord to accept the program. Most programs like this require citizens to live in that city which conversations are being held to determine this.

Council Member Malone stated that the Maricopa County Housing Voucher Program has a waiting list of two to five years. She asked how staff would assist this population to obtain sustainable housing, so they are not reverted back to their initial situation. She expressed concerns with the program unless there is a partnership with Maricopa County. Mr. Hess said that all the details have not been worked out and he had not considered working with the County, but he is glad that she brought that up. He stated there is a population in Avondale right now that need assistance. He noted that many potential recipients of the program do have income, so they could maintain sustainable housing. Determining which clients would be the best candidates for maintaining housing would have to be done in collaboration with case management and a wraparound service process as he has seen it be successful in other cities. There would need to be ongoing contact with the clients to ensure the program is successful.

Council Member Malone stated that Michelle Harrison of the I-Help program could be of assistance and noted that there are several individuals who have income. She inquired if individuals could utilize the program without being involved in the I-Help program. In response to a question by Mayor Weise, Mr. Hess stated that he should have all the details worked out by the end of the current fiscal year. Mayor Weise suggested another update before the budget process is complete, to obtain more detail, including who would qualify and who the partners are which Council Member Malone stated that would be acceptable.

Council Member Nielson stated that it was important to identify partnerships to help establish the length of the program. He also inquired if the services would be extended outside of the city boundaries. Mr. Hess stated that he believed I-Help would assist in providing clients on an ongoing basis to ensure housing after three months. He added that the boundaries were not set yet and it is a policy decision to determine if only Avondale residents would be served. Mayor Weise stated that more details about that would be needed. Mr. Hess stated that would be determined by the middle of June.

Council Member Malone stated that she believed some of the I-Help population came from different parts of the valley, including some from the East Valley. Citizens were sometimes set up with a hotel room until they could get into the program. Staff will need to see where the clients are coming from and develop program parameters.

Council Member Pineda requested staff present a dollar amount or percentage in June for the programs under the revitalization, such as the façade or technical assistance, to break it down. Mr. Hess stated that, in the past, that had been left undetermined to allow more flexibility. He stated he could provide last year's expenditures for the programs.

Council Member Kilgore commended staff, stating they always do a great job on allocating the funds and using them. He asked if the city had received any funds from other cities, like they have received in the past. Mr. Hess explained funds have not been

received from other cities and he is unaware of any cities giving away their funding. Council Member Kilgore stated he agrees with the comments from Council, voicing that this is something we must take into consideration, if it is going to be first come first serve to Avondale residents or beyond as the homeless situation is broad. He also stated he wants to ensure we are consistent with the parks, ensuring people from Avondale utilize them as well as with other funds that we allocate, making sure we are fair across the board.

Chris Lopez, Neighborhood and Family Services Director, stated the discussions tonight provided staff with what they needed to determine if Council had an interest in moving forward with the discussed programs and noted that staff would return in about 30 days with more details.

3. FISCAL YEAR 2020 RECOMMENDED BUDGET

Lindsey Duncan, Finance and Budget Director, provided City Council with an overview of the Fiscal Year 2020 Recommended Budget as part of the formal adoption process.

Finance and Budget:

Ms. Duncan noted that, after reviewing the reports, staff noticed duplicated amended lines in the Fiscal Year 2019 budget and staff is working to correct this problem. Mayor Weise inquired if this issue impacted the issue presented at the last meeting discussing the drastic changes within City Council's budget. Ms. Duncan responded yes, stating the adjusted documents would be included in the final budget book.

Council Member Nielson inquired on the contract management software, and whether it was new or updated. Ms. Duncan said that this is something they are currently looking at as there was no way to manage all contracts citywide at this time. Multiple departments use single contracts, so staff is investigating options and reviewing demos for a city-wide solution.

Council Member Malone asked if IT would be the ones to assist in integrating the software and which department will give training on it. Ms. Duncan stated that the City staff would be working directly with IT on the review and implementation of all software packages, working to implement as few software packages as possible. When departments are looking to procure a new IT software, they will keep IT in the loop. With respect to Finance and Budget's new software, they will be training all department staff and she believed they have enough staff in place to meet the need.

Council Member Malone asked how often patches might occur on the new software. Ms. Duncan stated that would depend on the software package; usually an annual patch is released on the financial software that the city is looking to purchase which can have different implications such as little bug fixes or major enhancements. She explained it is desired to stay a step behind the most current patch, so the city is not the front runner who is running into the bugs but try not to stay too far behind where we would be losing out on fixes to the system. Council Member Malone asked if upgrades were included in

the cost of the package, which Ms. Duncan respond yes, the packages that are being purchased include updates within the base price.

Mayor Weise stated prior to Ms. Duncan being employed, staff were struggling with audits as well as getting caught up with tasks, he asked if she has enough man-power to cover the new software implementation. Ms. Duncan stated that she has enough staff at this time due to a restructure of the department to provide that leadership and to provide the authority to move through each of the steps of the software.

Human Resources

Mayor Weise asked if the \$1.5 million Workers' Compensation information, as presented in the budget book, is aligned with what the city does. Ms. Penilla reminded Council that this was the first year of being self-funded so next year would be the second year and it is in line and the city is not paying out as much as they have done in previous years.

Council Member Nielson asked if the attorney fees were external. Ms. Penilla stated that most fees were through one particular attorney at Gust Rosenfeld P.L.C., who had remained with the City. If someone from the City Attorney's Office takes over the HR functions, there will still be other instances where outside council is required, such as retirement boards, because sometimes the city's best interests can be at odds with a retiree.

Council Member Malone asked whether the PTSD services and tuition reimbursements programs would continue, and Ms. Penilla replied in the affirmative.

Development and Engineering Services

Mr. Montoya requested moving this topic to the next week, since Tracy Stevens was not present. Mayor and Council agreed to do so.

City Clerk

Mayor Weise commented on the cost to run an election.

Council Member Kilgore stated he is constantly approached by residents of the community and even residents outside of the community who are pleased with the passport services, noting they like the service and state staff treat them well. Ms. Carrillo stated she would pass on the comments to staff.

Council Member Pineda stated he is pleased that there will be additional assistance with passports as every time he comes through the lobby, staff are constantly busy.

Police Department

Mayor Weise mentioned information discussed the week prior between he and Chief Nannenga regarding how Chief Nannenga and Chief Espinosa had used social media

apps to divide duties which is commendable, but he believed that there had to be a better use of time. He and Chief Nannenga had discussed hiring someone to go through the social media apps and see what is happening underneath and direct information to the correct departments. Mr. Montoya suggested setting aside \$50 thousand in one-time funds; which is in the City Manager's budget for now and issue an RFP for someone to assist with this task. The results might be expanded to other departments to help the City as a whole. Council Member Malone asked if the \$50 thousand would support the entire city, which Mayor Weise answered in the affirmative.

Council Member Malone noted that within the positions that were not approved, including the Criminal Investigation Detective. She noted the 433 cases with four property detectives and requests for a School Resource Officer (SRO) Sergeant, a Criminal Investigations Detective, and a Traffic Officer. She added that the caseloads for detectives are heavy and would like to see if they could get additional positions funded. She added that there had not been a Traffic Officer hired in over seven years and were a lot of traffic issues. She stated she would like to have another Traffic Officer as well as a detective funded.

Mayor Weise stated that he recalled when the city could not fill positions, and as the city moves farther south and police and fire get stretched, the three positions are justified. Chief Nannenga stated that he leaves it to the City Manager and Ms. Duncan and if the funds could be found, he would support those positions. Mr. Montoya stated that he fully supports the recommendation. The requested positions would be added to the budget and the revisions will be presented to Council at the next meeting.

Council Member Nielson stated that on the supplemental budget page there was a SRO (Sargent) requested but on the supplemental page the school officer was included. Chief Nannenga clarified that the SRO has been supervised by a Patrol Sargent which the request would have separated the supervision, but staff have some ideas in mind to work to make the staffing a better fit. In response to an inquiry by Council Member Nielson, Chief Nannenga clarified the presented supplement would make a total of four SROs with a goal for an officer at each of the high schools.

Ms. Duncan stated that there are three officers, with one additional requested officer, which is shown on the supplemental documents.

Mayor Weise requested clarification regarding the amount the city pays for the SRO, which Ms. Duncan answered in the affirmative, as the cost is reimbursable by the schools.

Council Member Malone asked whether an SRO Officer would be able to work with residents near Agua Fria High School, to deal with students parking legally on residential streets. Chief Nannenga stated that, as they work as a team, the SRO would coordinate with a traffic officer. The SRO would address the behavior of the students and have a discussion with the principal on student parking around the high school. Discussion ensued regarding student parking on the streets at other schools.

Council Member Kilgore made a comment regarding an issue raised by Principal Ernest Molina, which Police quickly addressed the issue and worked with the school to resolve the issue. He stated the principal has not made any comments on the issue since and was glad staff assisted in the situation.

Council Member Kilgore added that he was made aware of Risk Management meeting with the Police Department on a quarterly basis to discuss ways to manage risks, which has been going well, and asked for feedback on improvements due to those meetings. Chief Nannenga stated, in the past, Risk Management would present to the Police department once a year but since Phil Cundiff, Risk Manager, has come on board, there has been an increase in interaction and Risk Management meets with the department quarterly, commenting on the dollars Mr. Cundiff saves the city and what that means to employees. He noted that PD has been very proactive, and that officers had taken it as a challenge to get the damages paid. He noted that Mr. Cundiff has been good at compiling information about safety.

Council Member Kilgore stated that Mr. Cundiff raved about the Police department and how the city's employees are eager to go back to work, rather than stay on light duty.

City Court

Mayor Weise commended Judge Jennings, stating he has not heard more positive comments about a court than he has with the City Court of Avondale. He shared a comment received from another local elected official who stated he had a positive experience within the courtroom.

In response to an inquiry by Mayor Weise, Judge Jennings stated all submitted supplements are straight forward, none are for huge amounts.

Council Member Nielson thanked City Court staff for their mock jury at the recently held Citizens' Academy.

Economic Development

Cheryl Covert with the Economic Development department offered to answer supplemental questions for Economic Development, and Mayor Weise stated that he wanted to look at the organizations that the city belongs to, not just dollar amounts, and what the benefit is to the City of Avondale. Ms. Covert explained that at the beginning of every year, staff review the membership list and analyze the return-on-investment for each organization. She stated each of the organizations that are listed within the budget have been reviewed in detail and staff feels the organizations listed are valuable to the city. Mayor Weise stated that although GPEC (Greater Phoenix Economic Council) does not bring a lot of business to the city, but what they do for others, is a benefit to Avondale. Avondale is becoming the entertainment hub for the southwest Valley, and Ms. Covert agreed, noting that the Greater Phoenix Economic Council was more than just a lead generation as they would run economic impact projects, and those could be worth several thousands of dollars of savings for the City.

Mayor Weise stated that it had been a while since an update had been provided from Gang Plank, noting that there is not a single Council Member who has received an update, except for Council Member Kilgore. Ms. Covert stated an update could be scheduled and noted that staff was also looking at Gang Plank and the return-on-investment to the city.

Council Member Kilgore clarified that he had not received an update from Gang Plank, noting that Pastor Oliver who is the Chaplain for the Avondale Police Department has services there to which he has attended once, but other than that, he is unaware of what they are doing or what is going on.

Mayor Weise commented that the building is the old City Hall behind Sonic.

Council Member Pineda stated he visited there five months ago and stated they were still working with the Avondale junior high and were looking to see how they could work more with the residents, specifically the Economic Development department. He also inquired on Fuerza Local, which Ms. Covert explained, Fuerza Local is a group brought into the City of Avondale that is hosted at a library, with the goal of creating a next step for the Spanish-speaking business entering into the Anglo market. She noted that the program is a unique program that is taught completely in Spanish with a goal to get home based business out into the community. In response to a comment by Council Member Pineda, Ms. Covert stated the program helped fund 12 business that were either in Avondale or relocating to Avondale, which has shown tremendous value.

Mayor Weise inquired on the \$100 thousand for tenant improvements for city owned facilities. Mr. Montoya stated that the city owns a number of facilities, with the sports center being one of them, and this request is for maintenance throughout the year on the facilities, especially on the ISM building that the city owns. Mayor Weise inquired on upcoming improvements to the sports center which Mr. Montoya stated not at this time, but staff are in working with tenants to see where they will go next with the program.

Mayor Weise stated that he would not be able to attend the next meeting, and Vice Mayor Dennis would run the meeting, but he stated he would do his best to dial in.

4. ADJOURNMENT

There being no further business before the Council, Council Member Kilgore moved to adjourn the meeting; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

Meeting adjourned at 7:00 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 7:10 p.m.

Mayor Kenn Weise led the Pledge of Allegiance followed by a moment of silent reflection in remembrance of the City of Surprise and City of Peoria fire fighters who were recently injured during an on-the-job incident.

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

Members Absent: Vice Mayor Pat Dennis and Council Member Tina Conde.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks, Recreation and Libraries Director; Chris Lopez, Neighborhood and Family Services Director; Dale Nannenga, Police Chief; and Cherlene Penilla, Human Resources Director.

Audience: Members of the public were present.

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

Bryan DePauw, Captain/Paramedic, provided an update on the City of Surprise and City of Peoria fire fighters who were recently injured during an on-the-job incident.

Captain DePauw explained that at approximately 8:30 p.m. on Friday, April 19th several different agencies responded to an incident around the 303 and Deer Valley at an APS sub-station. During the course of the incident, there was an explosion that occurred which resulted in four members of the Peoria Fire Department and four Surprise firefighters going to the hospital. That night, all four of the Surprise firefighters were discharged and all of the four Peoria firefighters stayed in the hospital. Two of the firefighters, who were airlifted to the hospital, both have a long recovery road ahead. Captain Hunter Claire had experienced fractured ankles on both legs, a broken back, broken scapula, and fractured ribs, although currently doing well. Engineer Justin Lopez was the most injured of all the firefighters with two fractured legs, significant burns to his face, and was on a ventilator but has since been taken off the ventilator and was awake yesterday. Captain DePauw stated that, sadly, Justin Lopez was not yet out of the woods, and could possibly lose a leg. Captain DePauw stated that despite the tragedy, the incident required a significant amount of resources, and through the Automatic Aid System, six different agencies responded to the incident. He added that the help, training, and collaborative effort that is provided by neighboring cities is truly amazing.

He added that Mayor Weise did reach out regarding helping these injured firefighters, and Captain DePauw was discussing with his department the possibilities for fundraisers for the individuals.

Mayor Wiese stated that he had reached out to the Peoria Mayor and urges Council to reach out to their counterparts in both Peoria and Surprise to send well wishes.

Captain DePauw added that he had arrived at the hospital that night to show support and found at least 300 firefighters from different agencies around the Valley showing support.

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 requested item 3e Liquor License – Series 13 (Domestic Farm Winery) – Scale and Feather Meadery be removed from the Consent Agenda for further discussion.

Mayor Weise asked if any Council Member wished to have any additional items removed from the Consent Agenda. Having no additional requests from Council, motion was made by Council Member Kilgore, seconded by Council Member Malone, to approve the Consent Agenda with the exception of agenda item 3e.

Upon vote, the motion carried unanimously 5 to 0.

Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the February 19, 2019, March 4, 2019, March 6, 2019, and March 18, 2019 City Council Meeting minutes.

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES

City Council approved the Council Subcommittee on Boards, Commissions and Committees's recommendations for the appointment of members of the city's boards, commissions and committees.

c. LIQUOR LICENSE - SERIES 07 (BEER AND WINE BAR) - ROOM ESCAPE GAMES

City Council approved an application for a Series 07 (Beer and Wine Bar) Liquor License submitted by Nohemi Quintero to sell beer and wine at Room Escape Games located at

10210 West McDowell Road, Suite #100 in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

d. LIQUOR LICENSE - SERIES 12 (RESTAURANT) - CARRABBA'S ITALIAN GRILL

City Council approved an application for a Series 12 (Restaurant) Liquor License submitted by Andrea Dahlman Lewkowitz to sell all spirituous liquors at Carrabba's Italian Grill located at 9920 West McDowell in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

e. LIQUOR LICENSE - SERIES 13 (DOMESTIC FARM WINERY) - SCALE & FEATHER MEADERY

Mayor Weise asked the four representatives from the Scale & Feather Meadery to come forward and introduce themselves. He noted they were about three or four weeks away from opening the first meadery in the West Valley, which had been hampered by the government shutdown. He stated that the individuals had actually taken money out of their own bank accounts to make this happen. He stated that ACOS, who was present, was bringing a lot of jobs to Avondale, but he wanted to recognize the small business partners, commenting on them working full-time jobs outside the business.

Mayor Weise moved to approve the application for a Series 13 (Domestic Farm Winery) Liquor License submitted by Ben Joseph Chaney to produce and sell wine/mead at Scale & Feather Meadery located at 1050 North Fairway Drive, Suite #E-112 in Avondale and authorized the Mayor and City Clerk to execute the necessary documents; Council Member Pineda seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

f. FIRST AMENDMENT TO CONTRACT - REVOLUTION INDUSTRIAL - COLDWATER EAST RESERVOIR REHABILITATION

City Council approved a first amendment to the construction contract with Revolution Industrial, LLC for Coldwater East Reservoir Rehabilitation to modify the scope of work and increase compensation in an amount not to exceed \$162,934.00, resulting in an increase of the aggregate not to exceed compensation from \$701,365.00 to \$864,299.00 and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. FIRST AMENDMENT TO LEASE AGREEMENT WITH MRG CONSULTING SERVICES INC. DOING BUSINESS AS CROSSFIT RAVE,

City Council approved a request to amend a lease agreement #14350C between MRG Consulting Services Inc. and the City of Avondale, reducing the leasable square footage

from 7,500 square feet to 3,600 square feet, installing a demising wall, reducing the rental rate from the current \$16.54 per square feet to \$15.00 per square feet and extending the lease term from five-years to a seven-year lease and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

h. ECONOMIC DEVELOPMENT AGREEMENT WITH AKOS MOB I, LLC

City Council approved a request to approve an Economic Development Agreement with Akos MOB I, LLC not to exceed \$500,000 towards the reimbursement of offsite public infrastructure and building permit and plan fees for the construction of two 68,000 square foot class "A" medical office buildings and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

i. RESOLUTION 3547-419 - AMENDMENT TO THE CITY COUNCIL RULES OF PROCEDURE

City Council adopted Resolution 3547-419 amending the Council Rules of Procedure Section 5.1, Preparation and Posting Notices and authorized the Mayor, or City Manager and the City Clerk to execute the appropriate documents.

j. RESOLUTION 3548-419 - APPOINTING REPRESENTATIVES TO THE GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER CHIEFS BOARD AND OPERATIONS COMMITTEE

City Council adopted Resolution 3548-419 authorizing certain changes to the Avondale representatives under Sections 6 and 7 of the Regional Public Safety Training Center Intergovernmental Agreement effective immediately and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

k. RESOLUTION 3542-419 - AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSIT AUTHORITY

City Council adopted Resolution 3542-419 approving an Amendment to the Intergovernmental Agreement with the Regional Public Transportation Authority for FY 2019 relating to public transportation services and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

l. APPLICATION PL-18-0201 BIOLIFE PLASMA SERVICES - WITHDRAWAL OF A CONDITIONAL USE PERMIT FOR A PLASMA CENTER

City Council approved a request by Mr. Paul Gilbert, Beus Gilbert PLLC, to withdraw Application PL-18-0201 BioLife Plasma Services. The application is for a Conditional Use Permit to allow a plasma center use in the Community Commercial (C-2) and Planned Area Development (PAD) zoning districts. The location is in the former Fresh & Easy grocery store building within the Coldwater Springs Promenade commercial center at the southwest corner of Avondale Boulevard and Van Buren Street.

4 REGULAR AGENDA

a. PUBLIC HEARING - ORDINANCE 1691-419 MC85 (BUCKEYE ROAD) AND AVONDALE BOULEVARD RIGHT-OF-WAY ANNEXATION

City Council held a public hearing regarding a City initiated request to adopt Ordinance 1691-419 annexing approximately 1.72 acres of right-of-way located at the intersection of MC85 (Buckeye Road) and Avondale Boulevard.

Mayor Weise opened the public hearing. There were no public speakers.

Mayor Weise closed the public hearing.

Council Member Pineda moved to adopt Ordinance 1691-419 annexing approximately 1.72 acres of right-of-way located at the intersection of MC85 (Buckeye Road) and Avondale Boulevard; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

b. ORDINANCE 1690-419 - AUTHORIZING THE SALE AND ISSUANCE OF CITY OF AVONDALE, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2019

Ms. Duncan presented on a request to adopt Ordinance 1690-419 authorizing all matters necessary to sell and issue General Obligation Bonds.

Ms. Duncan provided the following update:

- On March 4, 2019, staff presented bonds types to Council which the general obligation bonds were proposed in the amount of \$17.4 million.
- Since that time, the market was evaluated staff is recommending that the City proceed with a greater amount of general obligation bonds in the amount of \$24.4 million.
- Tonight, staff will present the credit rating and request Council take action to authorize the sale and issuance of the bonds.
- The G.O. bonds would be sold at approximately \$24.4 million, with \$24.2 million of that for project costs, and .2 of that for cost of issuance, and a 20-year financing, with an estimated interest rate within estimates of 4%, but believe rates can be lower, given the interest rate environment
- At 4%, that would yield approximately \$11.3 million of interest over the 20-year term.
- The source of repayment for these bonds would be the secondary property tax.
- General Obligation Bond Projects:
 - Police department administration expansion, looking to use a greater amount of the bonds revenue, freeing up the other funds.
 - Identify development impact fees that would ultimately be used in the future.

- Resource center at \$9.5 million from the bonds which was increased from what was previously recommended.
 - Festival Fields park enhancements and improvements with that part of the bond still being held at \$7.2 million with no remaining authorization in the Park's area as previously discussed.
- Outstanding Voter Authorization:
 - Current authority remains outstanding for the Parks, Community Centers, and Recreational Facilities at \$7.2 million with a plan to use the full balance of that remaining authorization.
 - Public Safety Facilities with \$13 million of the authorization and plan to use a little less than half.
 - General Government Facilities had authorization for \$17 million and plan to use less than half of that for the resource center.
- Have statutory and constitutional limitations for the uses of bonds, which Avondale is well within.
- Avondale has established a proposed schedule that has the property tax reducing over time which allows for evaluation of future bonding opportunities.
- With rates anticipating setting for Fiscal Year 2020, it would be approximately 40 cents per \$100 of assessed valuation.
- For home valued by the County at approximately \$100,000, the homeowner would pay additional \$40 for Fiscal Year 2020 in taxes.
- Since the last Council meeting, staff had an opportunity to present to the rating agencies, and had them re-evaluate the City's financial position and economic conditions as well as management status, and Avondale has been re-affirmed at a Aa2, which is not the top but still at the very high end of the range, as well as a bond rating of AAA.
- These ratings reflect the conservative approach to the City's finances, as well as a strong economy so these would be applied for these bonds
- The action tonight is Ordinance No. 1690-416, which includes approval for the sale of bonds and the levy of the tax and is coming before Council as part of the budget adoption.
 - Allows staff to approve the related documents, which several are involved in the bond sales and delegate Ms. Duncan, the Mayor, and the City Manager to execute those documents.
 - Allows City to adopt continuing disclosure procedures which allows Avondale to record procedures and obligations with respect to notifying bond holders about events that have occurred since bonds sold and also identifies all other actions necessary for the transaction.
- Next steps include bond closing in early May, followed by an update to Council in June of the final bond sale results.

Mayor Weise asked how general government is defined in the bond world and if it can be used for anything related to government or specific items. Ms. Duncan stated that there was specific language listed in the ballot question when the general government item was put before the voters in 2007, which the language is within the Ordinance itself to which Ms. Duncan read out loud. Mayor Weise pointed out the language was written broadly for a reason and the voters approved it for a reason.

Council Member Nielson moved to adopt Ordinance 1690-419 authorizing all matters necessary to sell and issue General Obligation Bonds; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

c. ORDINANCE 1689-419 - AUTHORIZING THE SALE AND ISSUANCE OF CITY OF AVONDALE, ARIZONA PLEDGED REVENUE OBLIGATIONS, SERIES 2019

Ms. Duncan presented on a request to adopt Ordinance 1689-419 approving the sale and execution and delivery Pledged Revenue Obligations; approving the form and authorizing the execution and delivery of agreements necessary for such sale; delegating authority to determine certain matters and terms with respect to the foregoing and declaring an emergency.

Ms. Duncan provided the following update:

- On March 4, 2019, staff presented bonds types to Council; which the pledged revenue bonds were proposed in the amount of \$10 million.
- Proceeding with pledged revenue obligations which is a private sale of the obligations.
- Amounts updated to \$10.1 million from \$10 million to include the cost of the sale.
- Asking for approval to authorize the sale and issuance of these obligations.
- Revenue bonds between historic Avondale infrastructure, as noted before, and other water/sewer projects to be determined.
- It is anticipated using the money for the Phoenix interconnect and historical Avondale infrastructure improvements, with \$10 million for project costs, and \$100,000 for the cost of the sale
- Anticipate 12-year financing on this issuance with estimated interest rate at 3.5% at approximately \$2.5 million of the 12-year term.
- The source of repayment is listed as excise taxes which are generally governmental taxes and more specifically, within the budget, the dedicated sales tax for the repayment of the bond.
- Approval of Ordinance 1689-419 will include related agreements, sale of obligations and levy of the tax, and delegation to the Mayor, the City Manager, and the Finance and Budget Director to execute the final sale and all other actions necessary for the transaction.
- Purchase would close in early May with an update to Council in June.

Council Member Malone asked what the total bond capacity that the city can have over time. Ms. Duncan explained it is a ratio relative to total taxes for the excise tax obligations which the city is well under that amount.

Mayor Weise asked Council Member Malone if she posed that question because she was looking at more for the future, to which she responded, she was inquiring on an opportunity to do more in the future.

Council Member Nielson moved to adopt Ordinance 1689-419 approving the sale and execution and delivery Pledged Revenue Obligations; approving the form and authorizing the execution and delivery of agreements necessary for such sale; delegating authority to determine certain matters and terms with respect to the foregoing and declaring an emergency; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

5 ADJOURNMENT

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

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Mayor Weise	Aye

Meeting adjourned at 7:31 p.m.

Mayor Kenn Weise

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the

22nd day of April 2019. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, CMC
City Clerk

CITY COUNCIL REPORT

SUBJECT: Ordinance 1698-719 - Amending City Code Various Chapters - Administration

MEETING DATE: 7/29/2019

TO: Mayor and Council

FROM: Gina Montes, Assistant City Manager, (623) 333-1012

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

PURPOSE:

City Council will consider a request to adopt Ordinance 1698-719, amending various chapters of the City Code pertaining to city administration and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On December 17, 2018, City Council granted authority to the City Manager to transition from contract legal services to in-house legal services by a date not to exceed July 1, 2019. On March 18, 2019, City Council appointed an in-house City Attorney and began the legal services transition. During this transition, staff identified several items within City Code to be updated to align with the transition of legal services.

DISCUSSION:

As part of the legal services transition, staff is requesting various administrative amendments to the City Code which will transfer authority from the City Attorney to the City Manager or appropriate staff designee. These changes were drafted and recommended by the City Attorney. The requested ordinance includes administrative changes only. There is one additional administrative change related to procurement which streamlines the purchase order process by enabling purchases to continue seamlessly from one fiscal year to the next, if sufficient funds are in within the budget. The ordinance sections with changes are included in the attachment for further detail.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends adoption of an Ordinance to amend various chapters of the City Code pertaining to city administration.

ORDINANCE NO. 1698-719

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTERS 2, 8, 19, 24, 25 AND 26 OF THE AVONDALE CITY CODE BY AMENDING SECTION 2-52 PERTAINING TO ADMINISTRATION; AND AMENDING SECTION 2-73 PERTAINING TO NON-LIABILITY AND INDEMNIFICATION OF TRUSTEES; AND AMENDING SECTION 2-75 PERTAINING TO DUTIES AND RESPONSIBILITIES OF THE RISK MANAGER AND THE CITY ATTORNEY; AND AMENDING SECTION 2-76 PERTAINING TO MANNER OF APPROVAL OR DISAPPROVAL OF CLAIMS; AND AMENDING SECTION 8-60 PERTAINING TO VIOLATIONS NOT EXCLUSIVE; AND AMENDING SECTION 19-19 PERTAINING TO MEETINGS; AND AMENDING SECTION 19-161 PERTAINING TO ASSURANCE FOR THE CONSTRUCTION OF MINOR LAND DIVISION IMPROVEMENTS; AND AMENDING SECTION 19-212 PERTAINING TO AGREEMENT TO INSTALL IMPROVEMENTS; AND AMENDING SECTION 24-56 PERTAINING TO COLLECTION BY CIVIL SUIT; AND AMENDING SECTION 25-2 PERTAINING TO POLICIES; AND AMENDING SECTION 25-6 PERTAINING TO BUDGETING; AND AMENDING SECTION 25-13 PERTAINING TO UNAUTHORIZED PURCHASES; VIOLATION, LIABILITY, ENFORCEMENT; AND AMENDING SECTION 25-20 PERTAINING TO RETENTION OF PROFESSIONAL SERVICES; AND AMENDING SECTION 26-12 PERTAINING TO DEVELOPMENT AGREEMENTS; AND AMENDING SECTION 26-13 PERTAINING TO APPEALS; AND PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

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

SECTION 1. Chapter 2 of the Avondale City Code is amended by amending Section 2-52 pertaining to Administration and which shall read as follows:

2-52 - Administration.

This division shall be administered by the city manager. Allegations of a violation of this division, or requests for clarification of the division, may be submitted to the city manager's office for resolution. Such allegations, or requests for clarification, must be submitted to an the assistant city manager within thirty (30) days from the date of the incident giving rise to the allegation or request. The decision of an the assistant city manager may be appealed to the city

~~manager attorney~~ for final resolution. Such appeal must be submitted within ten (10) days of an ~~the assistant~~ city manager's decision. The city manager's ~~attorney's~~ decision shall be returned within thirty (30) days and shall be final.

SECTION 2. Chapter 2 of the Avondale City Code is amended by amending Section 2-73 pertaining to Non-liability and indemnification of trustees and which shall read as follows:

2-73 - Non-liability and indemnification of trustees.

(a) Except as otherwise provided by law, the trustees shall not be liable individually for any act or omission of the trustees or representatives of the trustees for negligence, error in judgment or any act or omission, except his or her own willful misfeasance, gross negligence or bad faith in the conduct of his or her duties as a risk management trust fund trustee. Every act or thing done or omitted, and power exercised or obligation incurred by the trustees in the administration of the risk management trust fund, or in connection with any business or property of the trust, in his or her capacity as trustee, shall be deemed done, omitted, exercised or incurred by the trustee acting under the powers and duties imposed on the trustee under the provisions of this article; and, upon any debt, claim, demand, judgment, decree or obligation of any nature whatsoever against or incurred by the trustee in his or her capacity as such, whether founded upon contract or tort, recourse shall be had solely to the property of the trust. Nothing contained in this trust shall protect the trustees or agents or representatives of the trust against liability to the trust, or to the beneficiaries thereof, for willful misfeasance, gross negligence or bad faith in the conduct of his or her duty.

(b) The trust shall indemnify, defend and hold harmless the trustees from and against all claims and liabilities, whether they proceed to judgment or are settled, to which the trustee may become subject by reason of his or her being or having been the trustee, or by reason of any action alleged to have been taken or omitted by him or her, as trustee, and shall reimburse him or her for all legal and other expenses reasonably incurred by him or her in connection with any such claim or liability; provided, however, that the trustee shall be indemnified or reimbursed under the foregoing provisions in relation to any matter, unless it shall have been adjudicated that his or her action or omission constituted willful misfeasance, gross negligence or bad faith in the conduct of his or her duties, ~~or unless, in the absence of such an adjudication, the trust shall have received a written opinion from the city attorney to the effect that if the matter of willful misfeasance, gross negligence or bad faith, in the conduct of duties had been adjudicated, it would have been adjudicated in favor of the trustee.~~ The rights accruing to the trustees under these provisions shall not exclude any other right to which her or she may be lawfully entitled, nor shall anything contained herein restrict the right of the trust to indemnify or reimburse the trustees in any proper cause, even though not specifically provided for herein; provided that the trustee may satisfy any right of indemnity or reimbursement granted herein, or to which her or she may otherwise be entitled, except as provided by law.

SECTION 3. Chapter 2 of the Avondale City Code is amended by amending Section 2-

75 pertaining to Duties and responsibilities of the risk manager and the city attorney and which shall read as follows:

2-75 - Duties and responsibilities of the risk manager and the city attorney.

(a) The city manager shall designate a risk manager, licensed pursuant to Title 20, Chapter 2, Articles 3 or 9, Arizona Revised Statutes, as amended. The risk manager shall have the responsibility for (i) the fiscal and administrative management of all claims against the city defined herein, including SIR claims and insured claims, (ii) the use and implementation of alternative dispute resolution methods involving any claim, (iii) the selection, acquisition of and payment for commercial insurance policies, alternative risk financing measures and surety bonds purchased for the benefit of the city and covered corporations, entities and individuals, (iv) the payment of claim costs and risk management costs and (v) causing the city to comply with all requirements for self-insurers as such may be contained in the applicable law.

(b) The city attorney shall have the responsibility for management of all legal actions against the city, ~~the direct selection of legal counsel for defense of any claim,~~ and shall further have the responsibility for determining the legal liability of the city with respect to any claim, including any decision to file suit, defend a suit, or prosecute an appeal. (Ord. No. 1010-04, § 1, 6-21-04). The city attorney shall consult with the city manager prior to the selection of any outside legal counsel necessary to defend or file any claim or suit involving the city.

SECTION 4. Chapter 2 of the Avondale City Code is amended by amending Section 2-76 pertaining to Manner of approval or disapproval of claims and which shall read as follows:

2-76 - Manner of approval or disapproval of claims.

(a) The risk manager, acting within the parameters set by the city attorney for determining that the city has exposure to legal liability, and upon further determining that the proposed expenditure of risk management trust funds is reasonable, may authorize and pay any SIR claim in an amount not to exceed the sum of \$5,000.00 in the aggregate for any single demand for any single claim. The risk manager shall consult with the city attorney prior to any determination to pay any claim for which the exposure to legal liability is unclear. No SIR claim in litigation can be settled or paid by the risk manager without the approval of the city manager. ~~prior determination by the city attorney that the city has exposure to legal liability.~~

(b) The risk manager may, with the concurrence of the city manager and upon the advice of the city attorney, authorize payment of any claim in any amount between \$5,000.00 and \$50,000.00 for any single demand for any single claim. The city manager shall advise the city council of all payments made pursuant to this subsection 2-76(b).

(c) No claim in excess of \$50,000.00 for any single demand for any single claim may be paid without city council approval.

SECTION 5. Chapter 8 of the Avondale City Code is amended by amending Section 8-60 pertaining to Violations not exclusive and which shall read as follows:

8-60 - Violations not exclusive.

Violations of this article are in addition to any other violation enumerated within this Code and in no way limit the penalties, actions or abatement procedures which may be taken by the city for any violation of this article which is also a violation of any other provision of this Code or any other applicable law. The remedies specified herein are cumulative and the NPDES coordinator, or the city ~~attorney~~, may proceed under these or any other remedies authorized by law.

SECTION 6. Chapter 19 of the Avondale City Code is amended by amending Section 19-19 pertaining to Meetings and which shall read as follows:

19-19 - Meetings.

(a) Meetings of the planning commission shall be governed by the city council rules of procedure.

(b) Four (4) members of the planning commission shall constitute a quorum. The affirmative vote of four (4) members shall be required for passage of any matter before the commission. In this connection the minutes of the meetings shall reflect the "ayes" and "nays" cast on a particular measure and shall reflect the vote of each member present. A member may abstain from voting ~~only only if upon a determination by the zoning administrator city attorney that~~ the member has a conflict of interest under Arizona law, in which case such member shall take no part in the deliberations on the matter in question. The planning commission shall conduct its meetings in accordance with the Arizona Open Meeting Law.

SECTION 7. Chapter 19 of the Avondale City Code is amended by amending Section 19-161 pertaining to Assurance for the construction of minor land division improvements and which shall read as follows:

19-161 - Assurance for the construction of minor land division improvements.

If improvements are required for the minor land division pursuant to section 19-158 herein, no building permit for any lot created will be issued until such improvements are completed and the work accepted by the city engineer or designee. If the city engineer determines the required improvements are to be constructed at a later date, the requirement to make improvements may be satisfied if the applicant provides appropriate assurances as set forth in section 19-212, in a form approved by the ~~department director, city attorney~~.

SECTION 8. Chapter 19 of the Avondale City Code is amended by amending Section 19-212 pertaining to Agreement to install improvements and which shall read as follows:

19-212 - Agreement to install improvements.

Upon approval of the final plat by the council, the subdivider shall execute an agreement with the city specifying the period within which all required improvements will be completed to the satisfaction of the city. The agreement shall provide for inspection of all improvements by the city engineer or designee and reimbursement of the city by the subdivider for the actual costs of such inspections. The agreement may, at the city's discretion, also provide for construction of improvements in units and for an extension of time under specified conditions.

An agreement to install improvements (INSTALL-A or INSTALL-B) document must be filed with the city engineer or designee prior to issuance of a construction permit. Unless approved by the city manager or authorized designee as set forth in subsection 19-212(b) below, the agreement to install improvements shall be in accordance with subsection 19-212(a) below.

(a) The agreement to install improvements (INSTALL-A) must be accompanied by an assurance, the form of which shall be approved by the city manager ~~and the city attorney~~. The acceptable forms of assurances are: performance bond from a surety bonding company authorized to do business in the State of Arizona, irrevocable letter of credit, cash, cashier's check, or negotiable bonds. The assurance shall be in an amount equal to one hundred (100) percent of the contract cost or one hundred ten (110) percent of the engineer's estimate for public infrastructure to be constructed.

(b) The agreement to install improvements (Install-B) is an alternative form of assurance that may, with city manager ~~and city attorney~~ approval, be available to the subdivider. With this form of assurance, the subdivider gives the city the right to withhold certificates of occupancy in the development until all improvements have been constructed and accepted. The city manager or authorized designee may allow this alternative form of assurance only upon showing that the subdivider has completed public infrastructure within the city over the time period of at least three (3) consecutive years immediately preceding the request, during which time period it did not default in its obligations to complete the infrastructure. The subdivider shall provide the city manager with a list of successfully completed projects, and a list of city employee contact names and numbers, for verification.

SECTION 9. Chapter 24 of the Avondale City Code is amended by amending Section 24-56 pertaining to Collection by civil suit and which shall read as follows:

24-56 - Collection by civil suit.

Delinquent charges may also be collected by a civil suit, instituted in the name of the city by the city attorney or outside legal counsel at the request of the city manager and at any time after the charges become delinquent, notwithstanding any other provision of this article to the contrary. The remedies provided by this section shall be cumulative and supplemental to other remedies provided under this article.

SECTION 10. Chapter 25 of the Avondale City Code is amended by amending Section

25-2 pertaining to Policies and which shall read as follows:

25-2 - Policies.

The city shall procure all supplies, materials, equipment and services deemed necessary for the delivery of quality services to its residents using competitive bids, proposals, vendor quotations or direct purchases. A complete history of each purchase of supplies, materials, equipment or services will be maintained through the use of purchase requisitions, purchase orders, check requests, petty cash vouchers and any other appropriate forms as authorized by this procurement code. Every effort will be made to obtain all supplies, materials, equipment and services at the most economical prices available. All procurement contracts shall be drawn under the supervision of the city procurement office~~attorney~~.

SECTION 11. Chapter 25 of the Avondale City Code is amended by amending Section 25-6 pertaining to Budgeting and which shall read as follows:

25-6 - Budgeting.

- (a) Procurements shall be contracted for or made only where sufficient funds have been budgeted, ~~in the year in which funds have been appropriated.~~
- (b) Budgeted line items specifically identifying one-time operational or recurring products or services that have been approved by the city council in the review and adoption of the annual budget of the city, and for which an award is within the allocated expenditure, may be approved by the procurement agent or authorized designee. Awards that exceed the allocated expenditure or deviate from the identified description and/or scope shall require city council approval.

SECTION 12. Chapter 25 of the Avondale City Code is amended by amending Section 25-13 pertaining to Policies and which shall read as follows:

25-13 - Unauthorized purchases; violation, liability, enforcement.

- (a) Except as provided in this procurement code, it shall be improper for any city employee to order the purchase of supplies or services or to attempt to enter into contracts within the purview of this procurement code other than through the procurement agent or authorized designee and purchase orders or contracts made contrary to the provisions hereof shall not be approved by the procurement agent or authorized designee and the city shall not be bound thereby. Further, the procurement agent or authorized designee may impose discipline on employees who violate this procurement code in accordance with the city's codes and personnel administrative regulations.
- (b) A person who contracts for or purchases any materials, services or construction in a manner contrary to the requirements of this procurement code or violates the ethical

standards contained in this procurement code shall be personally liable for the recovery of all public monies paid, together with legal interest and all costs, attorney's fees and damages arising out of the violation. Further, the Procurement Agent or authorized designee may impose discipline on employees who (i) contracted for or purchased any materials, services of construction in a manner contrary to the requirements of this procurement code or (ii) engages in violations of the provisions set forth in sections 25-11 and 25-12 above in accordance with the city's codes and personnel administrative regulations.

(c) The city attorney or outside legal counsel shall assist the procurement agent or authorized designee in enforcing the provisions of this procurement code. (Ord. No. 1166-206, § 2, 2-6-06)

SECTION 13. Chapter 25 of the Avondale City Code is amended by amending Section 25-20 pertaining to Retention of professional services and which shall read as follows:

25-20 - Retention of professional services.

(a) Technical registrants. The city shall procure professional services from technical registrants in the manner prescribed in Arizona Revised Statutes, Title 34, Chapter 6, as amended, if either of the following applies:

1. The contract is with a technical registrant other than an architect and is for an amount of more than five hundred thousand dollars (\$500,000.00).
2. The contract is with an architect and is for an amount of more than two hundred fifty thousand dollars (\$250,000.00).

For purposes of this section, the term "technical registrant" means a person who provides any of the professional services listed in Arizona Revised Statutes, Title 32, Chapter 1, as amended, and includes, but is not limited to, architects, assayers, engineers, geologists, land surveyors and landscape architects.

(b) Professional legal services ~~involving claims against the city.~~ In accordance with subsection 2-75(b) of the Avondale City Code, the city attorney, in consultation with the city manager, shall select ~~have responsibility for direct selection of outside~~ legal counsel ~~for the city defense of any claim made against the city.~~

(c) Other professional services. Except as provided in subsections 25-20(a) and (b) above, the city may procure professional services by soliciting statements of qualifications for providing such services; provided, however, that the city may procure such professional services by direct selection pursuant to the administrative regulations promulgated by the procurement agent. Contracts for professional services not exceeding fifty thousand dollars (\$50,000.00) shall be approved by the procurement agent or authorized designee. Contracts for professional services exceeding fifty thousand dollars (\$50,000.00) shall be approved by the city council. The procurement of professional services through the use of statements of qualifications shall be as follows:

- (1) Persons engaged in providing the designated types of professional services may submit statements of qualifications in providing such professional services. The city shall supply a uniform format for statements of qualifications based upon department needs.
- (2) The procurement agent or authorized designee shall give adequate notice of the need for such services through a request for qualifications or request for proposals. The request shall describe the services required, list the types of information and data required of each offeror and state the relative importance of particular qualifications.
- (3) The procurement agent or authorized designee shall appoint a committee to review qualifications. The committee shall consist of the procurement agent or authorized designee and one or more professionals licensed, registered or admitted to the profession which is the subject of the procurement. Discussions with offerors who submit proposals may be conducted to determine qualifications for further consideration. Award shall be made to the offeror determined in writing to be the best qualified. Compensation shall be negotiated after an award is made.
- (4) The procurement agent or authorized designee shall conduct negotiations with the offeror determined to be the most qualified to establish fair and reasonable compensation. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one (1) or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.
- (5) The contract award shall be made by the city council to the offeror determined in writing by the procurement agent or authorized designee to be best qualified based upon (i) the evaluation factors set forth in the request for qualifications or request for proposals and (ii) agreement between the city and the offer as to fair and reasonable compensation.

SECTION 14. Chapter 26 of the Avondale City Code is amended by amending Section 26-

12 pertaining to Development agreements and which shall read as follows:

26-12 - Development agreements.

Development agreements containing provisions regarding development impact fees, development impact fee credits, and/or disbursement of revenues from development impact fee accounts shall comply with the following:

- (a) Development agreement required. A development agreement is required to authorize any of the following:
 - (1) To issue credits prior to the city's acceptance of an eligible capital facility.

- (2) To allocate credits to a parcel that is not contiguous with the subject development and that does not meet the requirements of subsection 26-11(d)(7) above.
 - (3) To reimburse the developer of an eligible capital facility using funds from development impact fee accounts.
 - (4) To allocate different credit amounts per service unit to different parcels within a subject development.
 - (5) For a single family residential dwelling unit, to allow development impact fees to be paid at a later time than the issuance of a building permit as provided in this section.
- (b) General requirements. All development agreements shall be prepared and executed in accordance with A.R.S. § 9-500.05 and any applicable requirements of the City Code. Except where specifically modified by this section, all provisions of section 26-11 of this chapter shall apply to any credit agreement that is authorized as part of a development agreement.
- (c) Early credit issuance. A development agreement may authorize credit issuance prior to acceptance of an eligible capital facility by the city when the development agreement specifically states the form and value of the security (i.e. bond, letter of credit, etc.) to be provided to the city prior to credit issuance. The city manager ~~attorney~~ shall determine the acceptable form and value of the security to be provided.
- (d) Non-contiguous credit allocation. A development agreement may authorize the allocation of credits to a non-contiguous parcel only if all of the following conditions are met:
- (1) The non-contiguous parcel is in the same service area as that served by the eligible capital facility.
 - (2) The non-contiguous parcel receives a necessary public service from the eligible capital facility.
 - (3) The development agreement specifically states the value of the credits to be allocated to each parcel and/or service unit, or establishes a mechanism for future determination of the credit values.
- (e) Uneven credit allocation. If the credits are not to be allocated evenly, the development agreement must specify how credits will be allocated amongst different parcels on a per-service unit basis. If the development agreement is silent on this topic, all credits will be allocated evenly amongst all parcels on a per-service unit basis.
- (f) Use of reimbursements. Funds reimbursed to developers from impact fee accounts for construction of an eligible capital facility must be utilized in accordance with applicable law for the use of city funds in construction or acquisition of capital facilities, including A.R.S. § 34-201, et seq.
- (g) Deferral of fees. A development agreement may provide for the deferral of payment of development impact fees for a single-family residential development beyond the issuance of a building permit; provided that a development impact fee may not be paid later than fifteen (15) days after the issuance of the certificate of occupancy for that

dwelling unit. The development agreement shall provide for the value of any deferred development impact fees to be supported by appropriate security, including a surety bond, letter of credit, or cash bond.

(h) Waiver of fees. If the city agrees to waive any development impact fees assessed on development in a development agreement, the city shall reimburse the appropriate development impact fee account for the amount that was waived.

(i) No obligation. Nothing in this section obligates the city to enter into any development agreement or to authorize any type of credit agreement permitted by this section.

26-
13 SECTION 15. Chapter 26 of the Avondale City Code is amended by amending Section 13 pertaining to Appeals and which shall read as follows:

26-13 - Appeals.

A development impact fee determination by city staff may be appealed in accordance with the following procedures:

(a) Limited scope. An appeal shall be limited to disputes regarding the calculation of the development impact fees for a specific development and/or permit and calculation of service units for the development.

(b) Form of appeal. An appeal shall be initiated in such written form as the city may prescribe, and submitted to the city manager or authorized designee.

(c) Timing of appeal to manager. The applicant may appeal the calculation to the city manager or authorized designee within thirty (30) calendar days of the calculation.

(d) Action by manager. The city manager or authorized designee shall act upon the appeal within fourteen (14) calendar days of receipt of the appeal, and the applicant shall be notified of the city manager or authorized designee's decision in writing.

(e) Final decision. The city manager or authorized designee's decision regarding the appeal is final.

(f) Fees during pendency. Building permits may be issued during the pendency of an appeal if the applicant (1) pays the full impact fee calculated by the city at the time the appeal is filed or (2) provides the city with financial assurances in the form acceptable to the city ~~manager~~ ~~attorney~~ equal to the full amount of the impact fee. Upon final disposition of an appeal, the fee shall be adjusted in accordance with the decision rendered, and a refund paid if warranted. If the appeal is denied by the city manager or authorized designee, and the applicant has provided the city with financial assurances as set forth in clause (2) in this paragraph, the applicant shall deliver the full amount of the impact fee to the city within ten (10) days of the city manager or designee's final decision on the appeal. If the applicant fails to deliver the full amount of the impact fees when required by this subsection, the city may draw upon such financial assurance

instrument(s) as necessary to recover the full amount of the impact fees due from the applicant.

SECTION 16. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 17. This Ordinance shall become effective in the manner provided by law.

SECTION 18. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, July 29, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael S. Wawro, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 3565-719 – Intergovernmental Agreement with Agua Fria Union High School District #216

MEETING DATE: 7/29/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 3565-719 authorizing an Intergovernmental Agreement with the Agua Fria Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2019/2020 school year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Agua Fria Union High School District since 1991, to provide a School Resource Officer at the school.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow up on criminal investigations involving the students attending Agua Fria High School, which provides relief to officers who would otherwise handle these follow up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 1, 2019 through June 30, 2020, for Agua Fria High School which provides direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serving as a security advisor to school administrators.

BUDGET IMPACT:

The Agua Fria Union High School District has committed financially to fund one-half of the assigned SRO's salary, benefits, and school related overtime during the school year at Agua Fria Union High School. The City of Avondale budget account number for the Agua Fria Union High School District Schools is 101-6193-00-5010.

The cost sharing between the City of Avondale and the Agua Fria Union High School District #216 is as

follows:

- Total yearly salary and employee related expenses (ERE) for the assigned SRO at Agua Fria High School is \$99,238.
- The City's cost for the SRO would be \$62,024 as the City will pay one-half of the SRO's total salary and ERE and the full salary for the two summer months and when school is out of session on breaks.
- The cost to the district in providing a School Resource Officer for the high school during the school year is \$37,214. The district will pay 100% of overtime for school-related investigations.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale.

RESOLUTION NO. 3565-719

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District No. 216 relating to school resource officer services for Agua Fria High School (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to 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, July 29, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3565-719

[Agreement]

See following pages.



GOVERNING BOARD

Mrs. Gina DeCoste
Ms. Maxine Hill
Mrs. Vickie Landis
Mrs. Mariana Sandoval
Mrs. Mary Kay Utecht

ADMINISTRATION

Dr. Dennis Runyan
Superintendent
Mr. Thomas Huffman
Executive Director of Educational Services

1481 N. Eliseo Felix Jr. Way, Suite 110, Avondale, AZ 85323 • VOICE (623) 932-7000 • FAX (623) 932-2796

July 1, 2019

City of Avondale
Attn: Varney Lopez
11465 W. Civic Center
Avondale, AZ 85323

To whom it may concern:

Enclosed please find the Intergovernmental Agreement (IGA) between the City of Avondale and the Agua Fria Union High School District for School Resource Officers for the 2019-2020 school year. This IGA was approved by the Agua Fria Union High School District Governing Board on June 26, 2019 and has been signed by our Superintendent, Dr. Dennis Runyan. It is now ready for execution by your mayor and city clerk. Once signed please return a copy to me for my files.

Thank you for your assistance. Do not hesitate to call me if you have any questions. I can be reached at 623-932-7002.

Sincerely,

[Redacted Signature]
Karen Zamora
Executive Assistant
Superintendent/Governing Board

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of August 1, 2019, between the City of Avondale, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Agua Fria High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Agua Fria High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 are hereby acknowledged, the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

I.I Services to be provided.

A. The City shall provide SRO Services to the District at Agua Fria High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Agua Fria High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Avondale Police Department supervisor before working on school-related overtime. The District

will not pay for any SRO Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provide SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District. No District or Agua Fria High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2019 until June 30, 2020, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: David W. Fitzhugh, City Manager

With copy to: Gust Rosenfeld, P.L.C.
 One East Washington Street, Suite 1600
 Phoenix Arizona 85004-2553
 Attn: Andrew J. McGuire, Esq.

If to the District: Agua Fria Union High School District
 1481 North Eliseo Felix Jr. Way, Suite 110
 Avondale, Arizona 85323
 Attn: Dr. Dennis Runyan, Superintendent

With a copy to: Udall Shumway, PLC
 1138 North Alma School Road, Suite 101
 Mesa, Arizona 85201
 Attn: Denise Lowell-Britt, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the

laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Kenneth N. Weise, Mayor

Date: _____

ATTEST:

Carmen Martinez, City Clerk

"District"

AGUA FRIA UNION HIGH SCHOOL
DISTRICT NO. 216, an Arizona School
District

By: _____
Dr, Dennis Runyan, Superintendent

Date: 6/27/19

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

Denise Lowell-Britt, Attorney for the District

Andrew J. McGuire, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission – “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "professional staff" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

- A. To reduce incidents of school violence:
 - 1. Enforce city code and state laws.
 - 2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
 - 3. High visibility during peak times such as morning, lunch, assemblies and after school.
- B. Reduction of criminal offenses committed by students.
 - 1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The Agua Fria High School Principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with Agua Fria High School administrative matters that are not criminal offenses.

- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with Agua Fria High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

II. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school-related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

C. SRO Role.

The School Resource Officer has three basic roles:

I. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Agua Fria High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

D. SRO Supervisor Role:

The SRO Supervisor's responsibilities include, but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.

- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

E. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

I. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

II. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

III. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

F. The Performance Evaluation:

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in

meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

G. Law-Related Education (LRE)¹

I. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increase students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balance" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,

3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

¹ Modified from "Law Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education
www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education
<http://www.azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids
www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)
<http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE
<http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe
www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)

www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center

www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools

www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center

www.nsscl.org

Clearinghouse for school safety information.

National Youth Gang Center

www.iir.com/nvgc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention

www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)

www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)

www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc.

www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 3566-719 – Intergovernmental Agreement with Tolleson Union High School District #216, La Joya/Westview

MEETING DATE: 7/29/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council to consider a request to adopt Resolution 3566-719 authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a School Resource Officer (SRO) during the 2019/2020 school year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994, to provide a School Resource Officer to their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow up on criminal investigations involving the students attending Westview and La Joya High Schools, which provide relief to officers who would otherwise handle these follow up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 1, 2019, through June 30, 2020, for both Westview and La Joya High Schools which provide direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serving as a security advisor to school administrators.

BUDGET IMPACT:

The Tolleson Union High School District received the School Safety Program Grant which pays 100% of the SRO's salary, up to \$80,899 at La Joya High School and \$82,698 at Westview High School, which includes employee related expenses (ERE) for the period of July 26, 2019 – May 22, 2020, and tentatively for one month in June 2020 for summer school. The grant will not pay for overtime; that cost will be split 50/50 between the District and the City of Avondale. The cost difference is based on the assigned SRO pay

structure. The City of Avondale budget account number for the two Tolleson Union High School District Schools is 101-6193-00-5010.

The cost sharing between the City of Avondale and the Tolleson Union High School District #214 is as follows:

La Joya High School

Total yearly salary and ERE for the assigned SRO at La Joya High School is \$97,079 of which ten months are covered by the School Safety Program grant, with a reimbursement amount not to exceed \$80,899.

- The total cost to the City would be \$24,270 for the SRO at La Joya High School as the City of Avondale will pay 100% of salary and ERE when school is out of session, or if the officer takes any type of leave when school is in session.
- Overtime is not covered by the grant and will be split 50/50 between the District and the City.

Westview High School

Total yearly salary and ERE for the assigned SRO at Westview High School is \$99,238 of which ten months are covered by the School Safety Program grant, with a reimbursement amount not to exceed \$82,698.

- The total cost to the City would be \$24,810 for the SRO at Westview High School as the City of Avondale will pay 100% of the SRO's total salary and ERE when school is not in session, or if the officer takes any type of leave when school is in session.
- Overtime is not covered by the grant and will be split 50/50 between the District and the City.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale.

RESOLUTION NO. 3566-719

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR LA JOYA COMMUNITY HIGH SCHOOL AND WESTVIEW HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for La Joya Community High School and Westview High School (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to 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, July 29, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3566-719

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
(Westview High School and La Joya Community High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this 29th day of July, 2019 between the City of Avondale, an Arizona municipal corporation (the “City”), and the Tolleson Union High School District No. 214, an Arizona school district (the “District”).

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the “SRO Services”) for La Joya Community High School located at 11650 West Whyman Avenue, Avondale Arizona 85323 and Westview High School located at 10850 West Garden Lakes Parkway, Avondale, Arizona 85392 (each a “School,” collectively, the “Schools”).

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO,” collectively, the “SROs”) to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign two police officers to the District to provide SRO Services at the Schools on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for up

to 40 hours each week at all times that the School is in session (July 26, 2019 through May 22, 2020) and tentatively for one month in June 2020 for summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the Schools will be the same individual during the three year School Safety Grant Program cycle.

a. The City police officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City- mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.1.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on District property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at Westview and La Joya Community shall include one-hundred and eighty (180) hours of law related education (“LRE”), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students and 100 hours of universal instruction.

f. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District quarterly, based upon SRO Services performed and completed to date. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District’s Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Quarterly. The District shall reimburse the City quarterly for the services it provides pursuant to subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$80,899 for SRO Services at La Joya Community High School and \$82,698 for SRO Services at Westview High School for the SROs’ benefits and salary for the ten-month 2019-2020 school year, plus one month summer school in June 2020 if required. The City shall pay 100% of the SROs’ costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs’ time spent at La Joya Community High School and Westview High School, including all overtime, must be substantiated by time cards and approved by the high schools’ Dean of Students. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the “Department”) supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2019 School Safety Program application is year three of a three year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2019 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2019, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. The Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have a SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 Additional Payments. The District shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year. The District shall pay

travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.

2.7 The District shall provide a complete copy of the School Safety Program grant application and aware to each SRO when s/he begins service.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 26, 2019 until May 22, 2020 until the end of school year and tentatively for one month in June 2020, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2019.

3.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles Montoya, City Manager

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

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Rosolva Lagunas

With a copy to: Udall Shumway P.L.C.
1138 N. Alma School Road
Mesa, Arizona 85201
Attn: Cathleen M. Dooley, Esq.

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

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party

acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.10 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination

of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the District's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: _____
Kenneth N. Weise, Mayor

By: _____
Nora Gutierrez, Superintendent

Date: _____

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

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

Cathleen M. Dooley, Attorney for the District

Michael Wawro, Attorney for City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The La Joya Community High School and Westview High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School and Westview High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School and Westview High School.

- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.

4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?

- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in

¹Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education

www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education

<http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids

www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)

<http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE

<http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe

www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)

www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center

www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools

www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center

www.nssc1.org

Clearinghouse for school safety information.

National Youth Gang Center

www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention

www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)

www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)

www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc.

www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 3567-719 – Intergovernmental Agreement with Tolleson Union High School District #216, West Point

MEETING DATE: 7/29/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 3567-719 authorizing an Intergovernmental Agreement with the Tolleson Union High School District #214 to share the cost of providing a School Resource Officer (SRO) at West Point High School during the 2019/2020 school year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994, to provide a School Resource Officer to their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow up on criminal investigations involving the students attending West Point High School, which provides relief to officers who would otherwise handle these follow up investigations. This will be West Point High School's first year in the district.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 1, 2019 through June 30, 2020, for West Point High School which provides direction, supervision and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for students as well as serving as a security advisor to school administrators.

Next year, the Tolleson Union High School District will request funding for their share through the state School Safety Program grant process. The district was not eligible to apply for funding this year as the School Safety Program grant is on three-year cycles and the new cycle will start next school year.

BUDGET IMPACT:

The Tolleson Union High School District has committed financially to fund a small portion of the assigned

SRO's salary, benefits, and school related overtime during the school year at West Point High School. The City of Avondale budget account number for the Tolleson Union High School District Schools is 101-6193-00-5010.

The cost sharing between the City of Avondale and the Tolleson Union High School District #214 is as follows:

- Total yearly salary and employee related expenses (ERE) for the assigned SRO at West Point High School is \$99,238.
- The City's cost for the SRO would be \$84,238 as the Tolleson Union High School District will only fund \$15,000 for the first year. The City will pay the rest of the SRO's total salary and ERE and the full salary for the two summer months and when school is out of session on breaks.
- The cost to the district in providing a School Resource Officer for the high school during the school year is \$15,000. The district will pay 50% of overtime for school-related investigations.
- Next year, the district will seek funding under the School Safety Program grant process.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District #214 and the City of Avondale.

RESOLUTION NO. 3567-719

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR WEST POINT HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for West Point High School (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to 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, July 29, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3567-719

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
(West Point High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into this ____ day of July, 2019 between the City of Avondale, an Arizona municipal corporation (the “City”), and the Tolleson Union High School District No. 214, an Arizona school district (the “District”).

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resources officer services (“SRO Services”) for West Point High School (“School”).

B. The City has funding available through its operating budget to provide the District with sworn, certified police officers capable of performing the SRO Services for the District.

C. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an “SRO”) to provide the SRO Services at the School; and

C. The District is authorized by Ariz. Rev. Stat. § 15-342(13), Ariz. Rev. Stat. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to Ariz. Rev. Stat. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the District at the School on an hourly basis, as required by the Dean of Students or his/her designee, but not to exceed forty (40) hours per week.

- B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO services during school times when deemed necessary by the Avondale Police Chief, in his/her sole discretion.
- C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based on the requirements of the Arizona Department of Education (“ADE”) and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.
- D. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO’s costs when so assigned.
- E. In addition to the provisions of Section 3.18, the City shall, within ten (10) business days upon request by the District, provide verification to the District of the SRO’s successful criminal records check, e.g. a copy of current fingerprint clearance card, copy of successful criminal records report, etc.
- F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District’s Grants Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

a. The District shall pay fifteen thousand dollars and no cents (\$15000.00) of the costs associated with the SRO services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO’s costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SRO’s time spent at West Point High School, including all overtime, must be substantiated by time cards and approved by the high schools' Dean of Students. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The SRO must seek approval from the appropriate Avondale Police Department supervisor before working on school-related overtime. Overtime payments

shall not exceed, under any circumstance, twenty (20) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 1, 2019 until June 30, 2020, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

3.7 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

With a copy to:

Udall Shumway P.L.C.
1138 N. Alma School Road
Mesa, Arizona 85201
Attn: Cathleen M. Dooley, Esq.

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

counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City or the District fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.11 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.

3.19 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: _____
Kenneth N. Weise, Mayor

By: _____
Nora Gutierrez, Superintendent

Date: _____

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

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

Cathleen M. Dooley, Attorney for the District

Michael Wawro, Attorney for City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. Accountability: All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. Customer Service: We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. Diversity: We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.

2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The La Joya Community High School, West Point High School and Westview High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School, West Point High School and Westview High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School, West Point High School and Westview High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not

certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School, West Point High School and Westview High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson
 - f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.

4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?

- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history.

¹Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education

www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education

<http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids

www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)

<http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE

<http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe

www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)

www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center

www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools

www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center

www.nssc1.org

Clearinghouse for school safety information.

National Youth Gang Center

www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention

www.ojjdp.gov

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)

www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)

www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc.

www.streetlaw.org

Offers program training and program development in law-related education.

CITY COUNCIL REPORT

SUBJECT: Resolution 3568-719 - Intergovernmental Agreement with Maricopa County Office of Enterprise Technology for GIS Data and Imagery Services

MEETING DATE: 7/29/2019

TO: Mayor and Council

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 3568-719 approving an updated intergovernmental agreement with Maricopa County for the purpose of GIS data and imagery cost sharing services, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

This updated intergovernmental agreement (IGA) between the City of Avondale (City) and Maricopa County is for the purpose of cost sharing on aerial imagery and other GIS related services between the City, County and a County selected Vendor.

This agreement has been in place since 2013 and will be replaced with this updated agreement and appendices. This agreement will initially be in force for 18 months, and with the option to renew each year thereafter unless cancelled or budgeted funds are unavailable.

DISCUSSION:

This IGA was negotiated by Maricopa County using RFP Serial 15056. Using this negotiated contract, cities within Maricopa County may purchase negotiated services and costs listed in Attachment A of the agreement. As volume of purchased services increases, the purchased cost may be less than those listed.

BUDGET IMPACT:

In the FY2020 budget, funding is available in the amount of \$8,500 in account 101-5125-00-6190.

RECOMMENDATION:

Staff recommends Council adopt a resolution approving an updated intergovernmental agreement with Maricopa County regarding the cost sharing of GIS and imagery services and authorize the Mayor or City Manager and City Clerk to execute all necessary documents.

RESOLUTION NO. 3568-719

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH OFFICE OF ENTERPRISE TECHNOLOGY AT MARICOPA COUNTY FOR COST SHARING FOR GIS DATA AND IMAGERY SERVICES; AND PROVIDING FOR SEVERABILITY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the “City”) and the Office of Enterprise Technology at Maricopa County (the “County”), to define the responsibilities of the City and County for cost sharing and data sharing for GIS data and imagery services (the “Agreement”) 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 or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

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

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, July 29, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Resolution No. 3568-719
July 29, 2019
Page 2 of 2 Page

EXHIBIT A
TO
RESOLUTION NO.3568-719
[Amendment]
See following pages.

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN
MARICOPA COUNTY BY AND THROUGH THE OFFICE OF ENTERPRISE
TECHNOLOGY
AND
THE CITY OF AVONDALE**

1.0 PARTIES

- 1.1 This Intergovernmental Agreement (IGA) provides a binding agreement between Maricopa County by and through the Office of Enterprise Technology (collectively, "County") and The City of Avondale (hereafter referred to as the City) for GIS data and Imagery Services through cost sharing. Maricopa County is authorized to enter into this IGA under A.R.S. § 11-952 for the purposes of exercising joint powers or contracting for services.

2.0 PURPOSE

- 2.1 This Agreement outlines the responsibilities of each of the parties for the request and delivery of GIS data and Imagery Services through the County RFP Serial 15056 listed in Attachment A. The Parties agree to cooperate and assist each other in meeting the mutual obligations and duties of each office because it is good public policy and benefits the citizens of Maricopa County.

3.0 DEFINITIONS

- 3.1 Cost Sharing includes the City agreeing to the cost of identified services listed with the County RFP Serial 15056 that will not exceed the listed cost of these services. As multiple jurisdictions participate in purchasing the same listed services the cost benefit to the County and the Town can be less than the stated service cost.
- 3.2 Imagery Services are defined within the County RFP Serial 15056 listed in Attachment A and includes a description of all services and their costs.
- 3.3 GIS Data includes Geographic Information Systems data that Maricopa County and THE City maintains under their normal job duties. This data will be identified at a later date based on mutual agreement and cost between the County's Geographic Information Officer and the GIS Technician/CAD Operator.
- 3.4 Imagery Flight is defined as the time the County contracts with a vendor to fly and delivery imagery services over a given period defined by the County.

4.0 TERM OF AGREEMENT:

- 4.1 This Agreement shall become effective upon approval and execution by the County for a period of 18 months or until the next Imagery Flight, with the option to renew by mutual agreement for an agreed upon term.

5.0 RESPONSIBILITIES OF PARTIES

5.1 COUNTY Responsibilities:

- 5.1.1 Coordinate the Imagery Services project and provide updates with the vendor and the CITY.
- 5.1.2 Represent the COUNTY and the CITY interests for Imagery services with the vendor.
- 5.1.3 Provide the CITY with necessary instructions and documentation related to services performed and GIS Data shared.
- 5.1.4 Provide timely and accurate quotes and billing for all services performed.

5.2 THE CITY Responsibilities:

- 5.2.1 Have requests come from the GIS Technician/CAD Operator to ensure coordination of all requests and delivery of all Imagery Services and GIS Data.
- 5.2.2 Provide COUNTY with appropriate and timely GIS Data to be delivered to the vendor of requested areas for Imagery Services.
- 5.2.3 Comply with all requests from COUNTY made in good faith, related to providing delivery of requested Imagery Services and GIS Data.
- 5.2.4 Notify COUNTY as soon as possible about any conflicts that might arise causing the CITY to cancel their request for Imagery Services and GIS Data.
- 5.2.5 Promptly, within thirty (30) calendar days of receipt, pay invoices submitted by COUNTY. If any portion of an invoice is disputed, the CITY shall remit the undisputed amount.

6.0 TERMINATION

- 6.1 This IGA is subject to cancellation as provided by A.R.S. § 38-511.
- 6.2 In the event any conflict or dispute arises, the Parties agree to make every effort to reconcile conflicts and make reasonable provisions to ensure neither party will suffer as a consequence of conflict.
- 6.3 Either party may terminate this IGA any time upon delivering a written notice of termination to the other party one (1) month in advance of the requested

date of termination. Such notice shall be given by personal delivery or by Registered or Certified mail.

- 6.4 Either party may terminate this agreement if funds available to participate in the intergovernmental agreement are no longer available by virtue of an act of the County Board of Supervisors or The City of Avondale .

7.0 FUNDING

- 7.1.1 County shall invoice and receive reimbursement from the City for the costs identified through a quote received and accepted by the City from the County based on Imagery services and GIS Data requested.

8.0 AMENDMENTS:

- 8.1.1 Any changes to this agreement shall be implemented by a written amendment signed by both parties.

9.0 NOTICES:

- 9.1 Communication and details concerning this IGA shall be directed to the following contract representatives:

Maricopa County

David Moss – Geographic Information Officer
Office of Enterprise Technology
301 S. 4th Ave, Suite 200
Phoenix, Arizona 85003
David.moss@maricopa.gov
(602) 506-5143

City of Avondale :

Harley Maniago
GIS Analyst
11465 West Civic Center Drive
Avondale, AZ 85323
hmaniago@avondale.org
(623)333-5027

10.0 EMPLOYMENT DISCLAIMER

- 10.1 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.

11.0 INDEMNIFICATION

- 11.1 Each party (as "Indemnitor") agrees to the extent allowed by law, indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter 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, its officers, officials, agents, employees, or volunteers.

12.0 COMPLIANCE WITH APPLICABLE LAWS

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

- 12.1 Unless exempt under Federal law, both parties 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, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both 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. Both parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 12.2 Both parties 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. Both 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.

FOR AND ON BEHALF OF MARICOPA COUNTY: FOR AND ON BEHALF OF THE CITY:

Bill Gates, Chairman
Board of Supervisors

Kenneth N. Weise, Mayor
City of Avondale

Date

Date

Attested to:

Attested to:

Fran McCarroll, Clerk of the Board

Marcella Carrillo, City Clerk

Deputy County Attorney

Michael Wawro, City Attorney

Pursuant to A.R.S. § 11-952, the Maricopa County Attorney's Office has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.

ATTACHMENT A

The below contract was renewed by the County for the 2017 fiscal year.



CONTRACT PURSUANT TO RFP

SERIAL 15056-RFP

This Contract is entered into this 21st day of October, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Pictometry International Corp, a Delaware corporation ("Contractor") for the purchase of imagery services.

- 1.0 DEFINITIONS: For the purposes of this Contract and in addition to the terms defined throughout this Contract, the following terms shall have the meanings specified in this Section 1.0:
 - 1.1 "Contractor License Terms" means the Pictometry Delivered Content Terms and Conditions of Use, the Pictometry Software Agreement, the Pictometry Online Services General Terms and Conditions of Use and Pictometry Web Visualization Offering Terms and Conditions, all of which set forth the rights granted to County in the Products and the terms and conditions of the County's access to and use of the Products. The Contractor License Terms are attached collectively hereto as Exhibit "B."
 - 1.2 "Final Completion" means the date upon which all Products purchased via a Purchase Order have been delivered to the County, including physical and electronic form where applicable.
 - 1.3 "Products" means the products set forth and described in Exhibit "A" being made available by Contractor to Customer pursuant to this Contract and a validly issued Purchase Order at the fees set forth in Exhibit "A."
- 2.0 PURCHASE ORDERS:
 - 2.1 From time to time the County may issue a purchase order ("Purchase Order") to purchase access to and use of Products pursuant to the terms and conditions of this Contract. Any such Purchase Order shall: (i) identify this Contract and the terms and conditions of this Contract as controlling; (ii) identify the specific Products in Exhibit A that County is purchasing access to and use of; and (iii) state payments to be made to Contractor pursuant to the pricing set forth in Exhibit A and any other applicable economic terms.
 - 2.2 Any Purchase Order submitted by the County to Contractor shall become a valid and binding component of this Contract. Notwithstanding the foregoing, any additional terms and conditions set forth in a Purchase Order beyond those set forth in this Contract are

solely for the County's internal administrative purposes and any such terms and conditions shall be of no force or effect as between the parties unless explicitly agreed to by Contractor in writing.

3.0 CONTRACT TERM:

- 3.1 This Contract is for a term of one (1) year, beginning on the 21st day of October, 2015 and ending the 31st day of October, 2016 ("Contract Term").
- 3.2 The County may, at its option and with the written agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

4.0 FEE ADJUSTMENTS:

- 4.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

5.0 PAYMENTS:

- 5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in a validly issued Purchase Order at the prices set forth in Exhibit "A."
- 5.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 5.3 INVOICES:

5.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)

- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

5.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

5.3.3 Payment shall be made to the Contractor by the County through the Maricopa County Vendor Express Payment Program

5.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 PAYMENT RETENTION:

5.4.1 Fifty percent (50%) of monies paid for Delivered Content (as defined in the attached Pictometry Delivered Content Terms and Conditions of Use) earned by Contractor related to a Purchase Order shall be retained by County until an initial delivery, including in electronic form, of the Delivered Content is made by Contractor. Upon said initial delivery, County shall release to Contractor fifty percent (50%) of the monies owed for the Delivered Content. County shall then release twenty-five percent (25%) of the remaining monies owed to Contractor for Delivered Content upon Final Completion. The remaining twenty-five percent (25%) of the monies due to Contractor shall be paid within three (3) months of Final Completion. All monies owed to Contractor by County for Delivered Content shall be paid in full within three (3) months of Final Completion.

5.4.2 The County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

5.4.3 After fifty percent (50%) of the Products have been delivered, the County may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the County. Any interest earned on retainage shall accrue solely to the benefit of County.

5.4.4 The payment retention set forth in this Section 5.4 does not apply to payment for online services or web visualization services. Monies for said products are earned upon activation of said products. Payment for said products is due within thirty (30) days of the County's receipt of a properly submitted invoice.

5.5 APPLICABLE TAXES:

- 5.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes for which Contractor is legally responsible. Unless evidence of sales tax exemption is provided, the County is responsible for and shall pay all applicable sales taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 5.5.2 **State and Local Transaction Privilege Taxes:** The County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 5.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6.0 AVAILABILITY OF FUNDS:

- 6.1 The provisions of this Contract relating to payment for Products shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds. The parties agree that the County's issuance of a Purchase Order constitutes the County's acknowledgment that the funds to pay for the Products set forth in a Purchase Order have been appropriated and are available for disbursement to Contractor.
- 6.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract as set forth in Sections 8.5, 8.6, 8.7 and 8.8 below.

7.0 DUTIES:

- 7.1 The Contractor shall perform all duties stated in Exhibit "A" with respect to Products as ordered by the County by issuance of a Purchase Order or as otherwise agreed to in writing by both parties.
- 7.2 During the Contract Term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

8.0 TERMS and CONDITIONS:

8.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid for by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs of attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes of Contractor, its agents, representatives, officers, directors, officials and employees, relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of indemnification does not extend to the negligence of County.

8.2 INSURANCE:

8.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++ or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

8.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

8.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

8.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

8.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be

applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

8.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

8.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

8.2.8 **Commercial General Liability.**

Commercial General Liability insurance ("CGL") and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

8.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

8.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

8.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which shall insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

8.2.12 **Professional Liability.**

Contractor shall maintain Professional Liability insurance which shall provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

8.2.13 **Aviation:**

CONTRACTOR shall maintain Aviation Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** aircraft (including owned, hired, non-owned), assigned to or used in the performance of this Contract.

8.2.14 Certificates of Insurance.

8.2.14.1 Contractor shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by this Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

8.2.14.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

8.2.14.3 If a policy does expire during the Contract Term, Contractor shall furnish a renewal certificate to County fifteen (15) days' prior to the expiration date.

8.2.15 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

8.3 **WARRANTY OF SERVICES:**

Contractor warrants that the Products shall be true and usable copies as of the date of capture. Upon notice to Contractor of any breach of that warranty, Contractor shall use commercially reasonable efforts to correct the problem to ensure that the image products and related data are usable for the general purposes intended. If Contractor is in breach, and has failed to cure that breach, this Contract may be terminated, all licensed products returned to Contractor and all monies paid to Contractor by the County with respect to the affected Products shall be returned. This provision shall not limit County's right to pursue any other legal remedies as a result of Contractor's breach hereunder.

The County shall notify Contractor within six (6) months from the date of capture if any Product provided is unusable or corrupted. If necessary, in the sole discretion of the

County, Contractor shall replace the unusable or corrupted Product with useable copies. This shall include replacing unacceptable images with new images if the images are determined to be unsalvageable.

8.4 INSPECTION OF SERVICES:

8.4.1 Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as this Contract requires, as set forth in Section 8.22 hereunder.

8.4.2 County has the right to inspect and test all Products called for by a Purchase Order for up to three (3) months after Final Completion ("Inspection Period") County shall perform inspections and tests in a manner that will not unduly delay the work. Unless otherwise notified in writing during the Inspection Period of specific defects in the Products, the Products shall be deemed automatically accepted by the County upon expiration of the Inspection Period.

8.4.3 If any of the Products do not conform to Contract requirements, County may require the Contractor to re-deliver the Products again in conformity with Contract requirements, at no cost to the County. When the defects in Products cannot be corrected by re-performance or re-delivery, County may:

8.4.3.1 Require the Contractor to take necessary action to ensure that future Products conform to Contract requirements; and

8.4.3.2 Reduce the Purchase Order price to reflect the reduced value of the Products delivered.

8.4.4 If the Contractor fails to promptly provide the Products again or to take the necessary action to ensure future Products in conformity with Contract requirements, County may:

6.4.4.1 By contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate this Contract for default.

8.5 REQUIREMENTS CONTRACT:

8.5.1 Contractor acknowledges that this Contract does not guarantee any minimum or maximum number of purchases will be made. . Purchase Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

8.5.2 County and Contractor agree that any Purchase Order issued by County to Contractor during the Contract Term will be performed under the terms of this Contract. . The County accepts and agrees to the Contractor License Terms with respect to the County's use of and access to the Products.

8.5.3 County reserves the right to cancel Purchase Orders with written notice to Contractor at least ten (10) days prior to the commencement of a flight, provided,

however the County shall compensate Contractor for any products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Should any Purchase Order be terminated by the County with less than said 10 days' written notice, the County shall pay Contractor the full contracted for amount of the applicable flight.

- 8.5.4 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County ; provided however written notification of such cancellation must be received by Contractor at least ten (10) days prior the commencement of a flight.

8.6 Suspension of Work

The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of a Purchase Order for the period of time that the County determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this Contract.

- 8.6.1 If the County suspends a flight with written notice to Contractor at least ten (10) days prior to the commencement of a flight, the County shall compensate Contractor for any products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to suspension of work. Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of the suspension, or for lost profits, shipment of product subsequent to the issuance of the suspension, etc.; provided however should any suspension, delay or interruption be ordered by the County with less than ten (10) days' written notice prior to the commencement of a flight, the County shall pay Contractor the full contracted amount of the applicable flight.

8.7 Stop Work Order

- 8.7.1 The County may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part, of the work called for by a Purchase Order for a period of 90 days after the Purchase Order is delivered to the Contractor, and for any further period to which the parties may agree. Such notice shall be specifically identified as a stop work order issued under this clause ("Stop Work Order"). Upon receipt of a Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to

the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop-Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the County shall either—

- a. Cancel the Stop-Work Order; or
- b. Terminate the Purchase Order covered by the Stop Work Order as provided in the Default, or the Termination for Convenience of the County, clause of this Contract.

8.7.2 The County may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the Purchase Order shall be modified, in writing, accordingly, if the Contractor demonstrates that the Stop Work Order resulted in an increase in costs to the Contractor.

8.7.3 If the County issues a Stop Work Order that affects a previously scheduled flight, the County shall compensate Contractor for any Products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Stop Work Order. Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of a Stop Work Order, or for lost profits, shipment of product subsequent to issuance of the suspension, etc.; provided however should any Stop Work Order be given by the County to the Contractor with less than ten (10) days' written notice to the Contractor prior the commencement of a flight, the County shall pay Contractor the full contracted for amount of the applicable flight.

8.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE OF THIS CONTRACT:

The County may terminate this Contract for convenience by providing sixty (60) calendar days advance written notice to the Contractor. A termination of this Contract would also include the termination of any outstanding Purchase Order(s).

Should the County terminate this Contract, the County shall compensate Contractor for any products in County's possession for which Contractor has not been fully compensated and the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to any outstanding Purchase Order(s). Costs shall include but are not limited to the following: contracting, flight planning, computer time, processing, labor, etc. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance the outstanding Purchase Order(s), etc. Should any Purchase Order be terminated by the County with less than said 10 days' written notice, the County shall pay Contractor the full contracted for amount of the applicable flight.

8.9 TERMINATION FOR DEFAULT:

8.9.1 The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

Deliver the Products or to perform the services within the time specified in a Purchase Order or any extension;

- a. Make progress, so as to endanger performance of this Contract or a Purchase Order; or
- b. Perform any of the other provisions of this Contract.

8.9.2 The County's right to terminate this Contract under these subparagraphs may be exercised if the Contractor does not cure such failure in a manner deemed accepted to the County within ten (10) days (or more if authorized in writing by the County) after receipt of the notice from the County specifying the failure.

8.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

8.11 CONTRACTOR LICENSE REQUIREMENT:

8.11.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of its/his/her business, and as necessary to complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the Procurement Officer of any and all changes concerning permits, insurance or licenses.

8.11.2 If Contractor furnishes finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, Contractor shall possess any licenses required. Contractor will not be relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Contractor shall notify the Procurement Officer which license(s), if any, the Arizona Registrar of Contractors, Chief of Licensing requires for performance of the Contract.

8.12 SUBCONTRACTING:

8.12.1 Except for the subcontractors identified in Exhibit A, the Contractor may not assign to another contractor or subcontract to another party for performance of the

terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

- 8.12.2 A subcontractor's rate for the job shall not exceed that of the Contractor's rate, as set forth in Exhibit A, unless the Contractor is willing to absorb any higher rates or the County has approved the increase. A subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to the County as set forth in Exhibit A. A copy of a subcontractor's invoice must accompany the Contractor's invoice.

8.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for the County.

8.14 ADDITIONS/DELETIONS OF SERVICE:

- 8.14.1 The County reserves the right to add and/or delete products, materials and services to the Contract. If additional products, materials or services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

- 8.14.2 The County reserves the right of final approval on proposed staff for all Purchase Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

8.15 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

8.16 COUNTY'S USE OF AND ACCESS TO PRODUCTS; RIGHTS IN DATA:

- 8.16.1 The County accepts and agrees to the Contractor License Terms (attached hereto as Exhibit B) with respect to the County's, its Authorized Users' and Authorized Subdivisions' (as those terms are defined in the Contractor License Terms) use of and access to the Products. Notwithstanding any other provision set forth in this Contract or Exhibit B or attachment hereto, the County shall own the copies of the orthogonal imagery and LiDAR products delivered to the County pursuant to the contract (the "Transferred Deliverables"). As such, the County is free to use, reproduce and redistribute copies of the Transferred Deliverables in any manner without any accounting to Contractor. Contractor shall own those copies of the Transferred Deliverables that remain in Contractor's possession. As such, Contractor is free to use, reproduce and redistribute copies of the Transferred Deliverables in any manner without any accounting to the County.

8.16.2 All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information and other information used to create the Transferred Deliverables remain the sole and exclusive property of the Contractor.

8.16.3 All other Products not specifically mentioned in this section 8.16 that are provided pursuant to this Contract and a Purchase Order remain the exclusive property of Contractor.

8.16.4 In the event of any conflict between this section and Section 8.31 or the terms of any other Exhibit or attachment hereto, the terms of Section 8.16 shall prevail.

8.17 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this Contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

8.18 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

8.18.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

have not within 3-year period preceding this Contract 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;

are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

have not within a 3-year period preceding this Contract had one or more public transaction(s) (Federal, State or local) terminated for cause of default.

8.18.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

8.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

8.19.1 By entering into this Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of this Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

8.19.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County shall consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

8.20 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

8.20.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

8.20.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of the County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

8.21 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

8.21.1 The parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

8.21.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

8.21.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

8.22 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

8.22.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

8.22.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

8.22.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

8.23 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

8.24 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

8.25 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

8.26 PRICES:

Except for the products and services provided by subcontractors to Contractor, Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services for areas similar in geography, topography, population size and density, and climate as the County.

8.27 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

8.28 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

8.29 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract shall be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

8.30 ORDER OF PRECEDENCE:

In the event of a conflict among any of the contract components comprising this Contract, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): the provision of this Contract; Exhibit B; Exhibit A; and Exhibit C.

8.31 SCHEDULE OF CONSORTIUM PARTNERS AND LIMITATIONS ON RESALE

8.31.1 There shall be a 270 day limitation on resale/distribution of Products by Contractor to any of the identified Consortium Partners in this section effective beginning from earlier of the date of full (100%) payment of Products by the County or expiration of the Inspection Period. In the event the County exercises a flight renewal, the 270 day limitation on resale/distribution shall apply to each specific project thereafter. The County shall document the contribution amounts for any semi-governmental entity (as identified below), provide such documentation to Contractor and require each semi-governmental entity to purchase a separate Connect account directly from Contractor.

8.31.2 For purposes of this Section 8.31, the term Consortium Partners shall mean any of the following:

Arizona State Land Department
Apache Junction
Avondale
Chandler
El Mirage
Fountain Hills
Gilbert
Gila Bend AFB
Glendale
Luke AFB
MAG
Mesa
Peoria
Phoenix
Queen Creek
Scottsdale

SRP (semi-governmental entity)
SRPMIC
Surprise
APS (semi-governmental entity)
Tempe
Phoenix-Mesa Gateway Airport
AK-Chin Indian Community
USGS

8.31.3 Consortium Members shall be deemed Authorized Subdivisions as that term is defined in the Contractor License Terms.

8.32 DELIVERY

Delivery of imagery Products pursuant to the first Purchase Order issued by the County under this Contract shall be as follows:

- Imagery shall be made available to the County via Connect Early Access (*see Exhibit A for detailed product description*) by January 1, 2016 and will remain available to the County until said imagery is made available through Connect Image Service (*see Exhibit A for detailed product description*), as set forth below;
- The initial delivery of orthomosaics shall be made to the County by February 25, 2016 via Connect Image Service (*see Exhibit A for detailed product description*) and hard drive; and
- Final delivery of all Products shall be made by May 26, 2016.

8.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

8.33.1 Exhibit A, Pricing, Product Descriptions and Product Parameters

8.33.2 Exhibit B, Contractor License Terms

8.33.3 Exhibit C, Office of Procurement Services Travel and Per Diem Policy

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Pictometry International Corp.
Attn: General Counsel
25 Methodist Hill Drive
Rochester, New York 14623

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

[REDACTED]

AUTHORIZED SIGNATURE

Linda K. Salpini, Senior Vice President, Finance

PRINTED NAME AND TITLE

25 Methodist Hill Drive, Rochester, NY 14623

ADDRESS

October 12, 2015

DATE

MARICOPA COUNTY

[REDACTED]

CHAIRMAN, BOARD OF SUPERVISORS

OCT 23 2015

DATE

ATTESTED:

[REDACTED]

CLERK OF THE BOARD 10/21/15

OCT 23 2015

DATE

APPROVED AS TO FORM:

[REDACTED]

LEGAL COUNSEL

October 20, 2015

DATE

EXHIBIT A

PRODUCTS, PRODUCT DESCRIPTIONS, PRICING AND PRODUCT PARAMETERS & SPECIFICATIONS

For the purposes of this Exhibit A, the term “Pictometry” shall have the same meaning as Contractor and the term “Customer” shall have the same meaning as the County.

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	PRICE
1	3D Model - Platinum - 3, 4 or 6 inch GSD imagery (sq km)	Platinum Level 3D Model built from 3, 4 or 6 inch GSD Pictometry Imagery. Model can be provided in up to 3 formats) Additional formats can be delivered for a fee. Minimum square kilometers required.	\$5,995-\$4,995 per km ² ⁱ
1	3D Orthodrape - 3, 4 or 6 inch GSD imagery (sq km)	3D Orthodrape built from 3, 4 or 6 inch GSD Pictometry Imagery.	\$500.00
1	ChangeFinder - Building Outlines with Customer's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. CDO tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	See tiered pricing below ⁱⁱ
1	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. CDO tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	See tiered pricing below ⁱⁱ
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total	\$5,000.00 ⁱⁱⁱ

		number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service.	
1	Critical 360 Solution - Initial Building of Project	Critical 360 Solution - Initial Building of Project provides with respect to the first building of a project (up to maximum of 250,000 sq. ft. of floor area of that building) the following deliverables: 1) floor plan (geo-referenced vector format DWG files and corresponding SketchUp (SKP) and PDF files); 2) geo-referenced indoor image capture, 360 degree panoramic file from such capture (GeoTIFF files) and LiDAR scan of building interior (LAS files); 3) linking from floor plan to ancillary Customer-provided data or data feeds (e.g., MSDS sheets (pdf documents); live video feed URL's hyperlinked to floor plan) to the extent (a) specified by Customer in writing as part of the order, and (b) made available by Customer at or prior to the time of processing the floor plan; 4) integrated oblique/360 image viewing software for use by Customer and local governments and government agencies and districts having responsibilities with respect to the subject building; 5) portable digital media containing all deliverables for project; and 6) project administration, including setup, coordination of data capture, equipment transportation to initial building, equipment operators (including their travel) and web-based training for Customer staff and other authorized users. This product does not include hosting or subscription fees for Pictometry CONNECT or other online hosting services for the deliverables which, if required, must be separately purchased. Timely completion of the project at stated per building price requires the following assistance from Customer representatives: - Providing contact information for on-site building project coordinator having knowledge of and access to all areas of each building in project; - Organizing a pre-capture meeting with Customer and all building stakeholders prior to data collection efforts; - Providing copies of existing floor plans for each building for planning purposes, if available;	\$22,000.00

		- Providing letter of authorization to facilitate on-site data collection; - Assistance with day to day collection coordination; and - Review of incremental project deliverables.	
1	Critical 360 Solution - Single Building Additional Coverage	Critical 360 Solution - Single Building Additional Coverage provides with respect to any one building for which this service has been ordered coverage of up to 250,000 sq. ft. of additional incremental floor area and provision of the same deliverables as ordered with respect to the initial area of the building. Units of Single Building Additional Coverage must be purchased as necessary to provide total coverage for each building.	\$3,000.00
1	Critical 360 Solution - Subsequent Building	Critical 360 Solution - Subsequent Building provides with respect to any subsequent building (up to maximum of 250,000 sq. ft. of floor area of that subsequent building) of a project located within the same county or district as the initial building the following deliverables: 1) floor plan (geo-referenced vector format DWG files and corresponding SketchUp (SKP) and PDF files); 2) geo-referenced indoor image capture, 360 degree panoramic file from such capture (GeoTIFF files) and LiDAR scan of building interior (LAS files); 3) linking from floor plan to ancillary Customer-provided data or data feeds (e.g., MSDS sheets (pdf documents); live video feed URL's hyperlinked to floor plan) to the extent (a) specified by Customer in writing as part of the order, and (b) made available by Customer at or prior to the time of processing the floor plan; 4) integrated oblique/360 image viewing software for use by Customer and local governments and government agencies and districts having responsibilities with respect to the subject building; 5) portable digital media containing all deliverables for project; and 6) project administration, including setup, coordination of data capture, equipment transportation to initial building, equipment operators (including their travel) and web-based training for Customer staff and other authorized users. This product does not include hosting or subscription fees for Pictometry CONNECT or other online hosting services for the deliverables which, if required, must be separately purchased. Timely completion of the project at stated per building price requires the following assistance from Customer representatives: - Providing contact information for on-site building project coordinator having knowledge of and access to all areas of each building in project; - Organizing a pre-capture meeting with Customer and all building stakeholders prior to data collection efforts;	\$19,000.00

		- Providing copies of existing floor plans for each building for planning purposes, if available; - Providing letter of authorization to facilitate on-site data collection; - Assistance with day to day collection coordination; and - Review of incremental project deliverables.	
1	Critical 360 Solution - 3D Model	Critical 360 Solution - 3D Model provides 3D Model of one project building exterior and immediate vicinity (1 sq. km) for terrain visualization, evacuation planning and tactical planning.	\$3,000.00
1	Critical 360 Solution - Onsite Training Sessions	Critical 360 Solution - Onsite Training provides one day of onsite end-user training for authorized users of the Critical 360 Solution.	\$2,400.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00
1	Existing Imagery	Refer to Product Parameters for details on existing imagery to be provided. Access to Existing Imagery via Connect only. Customer shall have access to Existing Imagery so long as they maintain an active Connect account.	\$0.00
1	Feature Mapping & Attribution	Feature Mapping & Attribution Services: Pictometry will provide Customer-specific feature mapping and attribution in accordance with the scope of work determined at the time of project initiation and set forth in a Purchase Order.	Custom pricing dependent upon scope of work.
1	Future View Conference Only Registration	Conference registration to advanced training designed to maximize deployment. Includes event registration (no airfare or hotel). Must be redeemed within three years of agreement execution date.	\$599.00 ^{iv}
1	Future View Full Conference Registration	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.	\$2,500.00
1	IMAGERY - Color Digital Orthophotography - 3 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography - 3 inch GSD ("CDO") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 1 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Contract (the "CDO Deliverables"), notwithstanding anything in this Contract to the contrary. Pictometry shall retain copies of the CDO	\$195.00 ^v

		Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	
1	IMAGERY - Color Digital Orthophotography - 4 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography - 4 inch GSD ("CDO") consists of 4-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 1 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Contract (the "CDO Deliverables"), notwithstanding anything in this Contract to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$135.00 ^v
1	IMAGERY - Color Digital Orthophotography - 6 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography - 6 inch GSD ("CDO") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 1 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$90.00 ^v
1	IMAGERY - Color Digital Orthophotography - 9 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography - 9 inch GSD ("CDO") consists of 9-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 2 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$50.00 ^v
1	IMAGERY - Color Digital Orthophotography Four Band - 3 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography Four Band - 3 inch GSD ("CDO4") consists of 3-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 3 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$206.25 ^v
1	IMAGERY - Color Digital Orthophotography Four	Product includes: Color Digital Orthophotography Four Band - 4 inch GSD ("CDO4") consists of 4-inch GSD ortho mosaics	\$146.25 ^v

	Band - 4 inch GSD - Industry-Standard Delivery Format - per square mile	delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 3 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	
1	IMAGERY - Color Digital Orthophotography Four Band - 6 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography Four Band - 6 inch GSD ("CDO4") consists of 6-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 3 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies. Requires minimum purchase of 1,000 contiguous square miles.	\$98.00 ^v
1	IMAGERY - Color Digital Orthophotography Four Band - 9 inch GSD - Industry-Standard Delivery Format - per square mile	Product includes: Color Digital Orthophotography Four Band - 9 inch GSD ("CDO4") consists of 9-inch GSD ortho mosaics delivered to Customer in an open industry-standard digital delivery format not proprietary to Pictometry. See Appendix 4 for mosaic specifications and selected delivery format. Customer shall own the copies of the CDO4 delivered to the Customer in an industry-standard digital delivery format not proprietary to Pictometry pursuant to this Agreement (the "CDO4 Deliverables"), notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the CDO4 Deliverables and shall own those copies.	\$57.50 ^v
1	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Requires minimum purchase of 500 contiguous square miles.	\$300.00 ^{vi}
1	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. Requires minimum purchase of 500 contiguous square miles.	\$280.00 ^{vi}
1	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel,	\$225.00 ^v

		Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Requires minimum purchase of 500 contiguous square miles.	
1	Integrated Pictometry Application	Integrated Pictometry Applications are web based technologies that allow a developer to embed a web instance into a product/application that connects to a customer's Licensed Pictometry-hosted imagery. Currently supports JavaScript/iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use. Requires a Pictometry Connect or Pictometry Connect PFW/View Account depending on use type.	\$0.00
1	Pictometry for Esri Web AppBuilder	Pictometry for Esri Web AppBuilder is a server-based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account.	\$1,990.00
1	LiDAR Based Mapping - Misc (sq mi)	Additional LiDAR Based Mapping. Pictometry will provide Customer-specific LiDAR Based Mapping in accordance with the scope of work determined at the time of project initiation and set forth in a Purchase Order.	Custom pricing dependent upon scope of work.
1	LIDAR DEM - Pictometry (sq mi)	Available with qualifying LiDAR purchase. Gridded bare earth DEM in ArcGIS GRID format. Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$35.00 ^v
1	LiDAR Quality Control Assessment USGS (sq mi)	Available with qualifying LiDAR purchase. Quality Control Assessment compliant with USGS LiDAR Base Specification Version 1.2, November 2014. Does not include survey to support accuracy assessment and does not convey qualification for USGS 3DEP funding. Requires minimum purchase of 500 contiguous square miles.	\$25.00 ^{vii}
1	Survey - Ground Control Points - non-specific	Survey of Ground Control Points (GCPs) performed by appropriately licensed surveyor.	\$45,000.00
1	LiDAR-Custom Classification	Product includes: Additional classification of LiDAR ("LiDAR Deliverables"). See Appendix 6 for specifications and selected delivery format. Customer shall own the copy of LiDAR Deliverables delivered to Customer pursuant to this Agreement, notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the LiDAR Deliverables and shall own those copies. Requires minimum purchase of 500 contiguous square miles.	\$25.00 ^v
1	LIDAR-DEM and 1ft Contours (sq mi)	Available with qualifying LiDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 1-foot interval in ESRI Polyline Feature Class format. Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$55.00 ^v
1	LIDAR-DEM and 2ft Contours (sq mi)	Available with qualifying LiDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 2-foot interval in ESRI Polyline Feature Class format. Refer to	\$50.00 ^v

		Appendix 5. Requires minimum purchase of 500 contiguous square miles.	
1	LiDAR-LICENSED-0.5m postings (sq mi) Custom Area	LiDAR data delivered in tiled LAS format, nominal raw post spacing of 0.5m, vertical accuracy sufficient to support optional generation of 1-ft contours (available separately). Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$250.00 ^v
1	LIDAR-LICENSED-0.7m postings (sq mi) Custom Area	LiDAR data delivered in tiled LAS format, nominal raw post spacing of 0.7m, vertical accuracy sufficient to support optional generation of 1-ft contours (available separately). Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$175.00 ^v
1	LIDAR-LICENSED-1.0m postings (sq mi) Custom Area	LiDAR data delivered in tiled LAS format, nominal raw post spacing of 1.0m, vertical accuracy sufficient to support optional generation of 2-ft contours (available separately). Refer to Appendix 5. Requires minimum purchase of 500 contiguous square miles.	\$110.00 ^v
1	LiDAR-PURCHASED-USGS QL1 (sq mi) Custom Area	Product includes: LiDAR data ("LiDAR Deliverables") delivered in tiled LAS format, aggregate nominal post spacing (ANPS) of 0.35m or less (equivalent to density of 8 ppm or more), vertical accuracy 10cm RMSEz; deliverables and specifications in accordance with USGS LiDAR Base Specification Version 1.2, November 2014 (the "Base Specification"). Refer to Base Specification for further details. Check point and production ground surveys are not included with the LiDAR Deliverables and must be provided by the Customer or purchased separately. Customer shall own the copy of LiDAR Deliverables delivered to Customer pursuant to this Agreement, notwithstanding anything in this Agreement to the contrary. Pictometry shall retain copies of the LiDAR Deliverables and shall own those copies. Requires minimum purchase of 500 contiguous square miles.	\$450.00 ^v
1	Media Drive Capacity 1.862T- Drive Model 2.0T - EXTPOWER	External USB 2.0/ eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing extra. Applicable to County delivery.	\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0/ eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable to Consortium Partner deliveries and includes a copy of the applicable imagery.	\$750.00
1	Mosaic - Area Wide in Esri ArcGIS Raster Catalog	Orthogonal imagery delivered as ESRI Raster Catalog. To the extent Customer provides Pictometry with any non-Pictometry imagery, Customer represents and warrants that it has the necessary rights, power and authority to do so and authorizes Pictometry to use such non-Pictometry imagery.	\$10,000.00

1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00
1	Pictometry Connect - CA - 1000	Pictometry Connect - CA - 1000 (Custom Access) provides up to 1000 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 1 Year(s)	\$15,000.00 ^{viii}
1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides a authorized users the ability to login and access imagery captured as part of a specific Project immediately following preliminary processing and quality control checks and prior to final processing of the imagery from the Project. Imagery will be posted to Pictometry Connect - Early Access incrementally as captured and processed, typically within two weeks following capture, and will remain available until final, fully processed imagery for the entire Project is made available through other access means. This offering requires purchase of imagery Project and an active Pictometry Connect Account.	\$0.00
1	Pictometry Connect - Third Party Sourced Orthomosaic	Processing of an existing single continuous third party orthomosaic for ingestion into Customer's Connect account as a discrete image library. This offering requires an existing third party orthomosaic, evidence satisfactory to Pictometry of copyright clearance for this use of the third party orthomosaic and an active Pictometry Connect account. Maximum library size may apply.	\$1,500.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. License Term: 1 Year(s)	\$500.00 ^{ix}

1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.	\$0.00
1	Pictometry Gateway - CA	Pictometry Gateway - CA (Custom Access) provides web access to Pictometry-hosted custom imagery libraries via API for machine-to-machine access. Pictometry Gateway - CA retrieves for any location either the most recent imagery available for that location or, at the user's option, an alternative date or GSD for that location. This product requires an active Pictometry Connect - CA account. A Pictometry Connect View - CA account is required for public access to the imagery. The custom imagery libraries available for access conforms to Customer's Pictometry Connect - CA account geofence.	\$2,000.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. See detailed description of the Disaster Response Program below. Available with purchase of imagery.	\$0.00 ^x

ⁱ Discounts can be applied based upon volume and continuity of the area to be modeled.

ⁱⁱ Pricing based upon the following tiers:

Building Footprints & Change Detection Pricing

Parcels	Footprints	Change Detection	BOTH
1-25,000	\$0.35	\$0.40	\$0.75
25,001-50,000	\$0.35	\$0.37	\$0.72
50,001-75,000	\$0.32	\$0.35	\$0.67
75,001-100,000	\$0.30	\$0.32	\$0.62
100,001-200,000	\$0.27	\$0.30	\$0.57
200,001-300,000	\$0.25	\$0.25	\$0.50
300,001-400,000	\$0.24	\$0.24	\$0.48
400,001-1,000,000	\$0.23	\$0.23	\$0.46

more than 1,000,000	\$0.22	\$0.22	\$0.44
iii Connect Image Service fee waived with annual imagery purchase. iv Fee waived for two registrations for one-time FutureView attendance. v Requires minimum purchase as set forth in the product description. Pricing for areas below the minimum will vary depending upon the scope of work. vi Requires minimum purchase of 500 contiguous square miles. Pricing contingent upon simultaneous purchase of correspondencing CDO or CDO4 of the same area. Pricing for areas less than 500 contiguous square miles or without the correspondencing CDO or CDO4 purchase will vary depending upon the scope of work. vii Requires minimum purchase of 500 contiguous square miles. Pricing contingent upon simultaneous purchase of correspondencing DEM of the same area. Pricing for areas less than 500 contiguous square miles or without the correspondencing DEM purchase will vary depending upon the scope of work. viii Prices will vary for an increase in the number of concurrent users of Connect. ix Fee waived for first year. x RapidAccess—Disaster Response Program (DRP)			

The County shall be eligible for Contractor’s Disaster Response Program (DRP) described below from the effective date through the second anniversary of the initial project delivery. Following payment to Contractor of amounts due with respect to each subsequent project, the County would be eligible for the then-current DRP for a period of two years from delivery of such subsequent project. The County must be in good-standing with Contractor to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Contractor will, upon request of the County and at no additional charge, provide standard quality imagery of up to 200 contiguous square miles of affected areas (as determined by Contractor) upon the occurrence of any of the following events during any period the County is eligible for the DRP:

- Hurricane: areas affected by hurricanes of Category II and higher
- Tornado: areas affected by tornados rated EF4 and higher
- Terrorist: areas affected by damage from terrorist attack
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles shall be, subject to Contractor resource availability, offered to the County at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale shall be, subject to Contractor resource availability, offered to the County at the then current DRP rates. Weather and available aircraft permitting disaster imagery of up to 200 contiguous square miles of areas of the County affected by floods shall be captured at a reduced cost during the Contract Term.

PRODUCT PARAMETERS

IMAGERY

Product:	Existing Imagery
<i>Elevation Source:</i>	USGS
<i>Leaf:</i>	Less than 30% leaf cover (Off)
<i>Special Instructions:</i>	2006 Data Set
Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
<i>Elevation Source:</i>	USGS

Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

CONNECT

Product: **Pictometry Connect - CA - 1000**
Admin User: David Moss
Admin User Email: mossd004@mail.maricopa.gov
Requested Activation: Upon Authorization
Special Instructions:

Product: **Pictometry Connect View - CA**
Admin User: David Moss
Admin User Email: mossd004@mail.maricopa.gov
Requested Activation: Upon Authorization
Special Instructions:

Geofence: AZ Maricopa

CONNECT-SERVER INTEGRATION

Product: **Pictometry Gateway - CA**
Server Integration: Gateway (Internal Only)
Special Instructions:
Product: **Integrated Pictometry Application**
Server Integration: IPA (Both Visualization & Analytics)
Special Instructions:
Technical Contact: David Moss
Company Name: Maricopa County, AZ
Phone Number: (602) 506-5143
Email Address: mossd004@mail.maricopa.gov

CITY COUNCIL REPORT

SUBJECT: Contract Award with Pipeline Services for Valve Installation Services

MEETING DATE: 7/29/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

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

PURPOSE:

City Council will consider a request to approve a contract with Pipeline Services, Inc. to provide water main valve installation services in a maximum aggregate not to exceed amount of \$150,000 over the five year contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

An Invitation for Bids for Citywide Water Main Valve Installation Services, PW 19-189, was released by the City of Avondale on May 29, 2019. Through the competitive bid process it was posted to the City's website and disseminated to 32 vendors through Vender Registry. Public notices were published on May 22, 2019 and the bid opening was held on June 19, 2019. Two vendors submitted bids and Pipeline Services, Inc. was the successful low bidder.

DISCUSSION:

The City of Avondale is in need of a certified contractor to install valves in live water mains at various locations throughout the City for the purpose of isolating and stopping the flow of water in the City's distribution system on an as-needed basis. Under the contract, the City anticipates the need for installation of two valves per year in live water mains and is establishing additional contract capacity to respond to emergencies. The vendor will be required to maintain a limited inventory of valves to respond to emergencies within four hours.

Pipeline Services, Inc. has the specialized equipment and skilled labor to perform valve installations in live water mains, and will maintain an inventory or necessary parts and supplies in order to respond to the planned and emergency needs. The contractor has been serving the industry successfully in this capacity since 1998. The City of Chandler has utilized their services in the past and provided a positive recommendation.

BUDGET IMPACT:

Purchases associated with this Agreement are typically charged to Water Distribution, line item 501-9100-00-6750, Repair & Maintenance Water Distribution System and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Pipeline Services, Inc. to provide water main valve installation services in a maximum aggregate not to exceed amount of \$150,000 over the five year contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	PW 19-189
Solicitation Title:	Citywide Water Main Valve Installation Services
Release Date:	May 29, 2019
Pre-Bid Meeting:	June 05, 2019 9:00 a.m. (local-time, Phoenix, Arizona)
Final Date for Inquiries:	June 10, 2019 6:00 p.m. (local-time, Phoenix, Arizona)
Bid Deadline:	June 19, 2019 5:00 p.m. (local-time, Phoenix, Arizona)
Bid Opening:	June 19, 2019 5:00 p.m. (local-time, Phoenix, Arizona)
Procurement Administrator:	Tiffany Copp tcopp@avondaleaz.gov 623-333-4213

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the Services specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City Clerk on, or prior to, the Bid Deadline. Late Bids shall not be considered except as provided in the City Procurement Code. Each Bid shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

CITY OF AVONDALE
PUBLIC WORKS DEPARTMENT
PW 19-189

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Pursuant to section 2.17 below Bidder is submitting this Bid for award of (check one): Entire Bid Only: ☐* or Line Item Award: ☐

*Bidder agrees and understands that, in the event the City determines it will award by line item, a selection of "entire bid only" will result in the City not considering any portion of the Bid for award.

Arizona Transaction (Sales) Privilege
Tax License Number:
07-568557-T

Arizona Corporation Commission File No.: _____

Federal Employer Identification
Number: 86-0910989

Pipeline Services, Inc.

Contractor Name

3825 S. 27th Street

Address

Phoenix, AZ 85040

City

State

Zip Code

For Clarification of this Bid contact:

Name: Bruce Mantell

Telephone: 480-625-7267

Email: bruce@pipeline-services.com

Authorized Signature for Contractor

Bruce Mantell

Printed Name

President

Title

ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)

Effective Date: _____

Contract No. _____

Official File: _____

CITY OF AVONDALE, an Arizona municipal
corporation

Charles A. Montoya, City Manager

ATTEST:

APPROVED AS TO FORM:

Marcella Carrillo, City Clerk

Michael Wawro, City Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

- 1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.
- 1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.
- 1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.
- 1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.
- 1.5 “City” means the City of Avondale, an Arizona municipal corporation.
- 1.6 “City Representative” means the City employee who has specifically been designated to act as a contact person to the City’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under the Contract and for providing information regarding details pertaining to the Work.
- 1.7 “Confidential Information” means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.
- 1.8 “Contract” means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.
- 1.9 “Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.
- 1.10 “Day(s)” means calendar day(s) unless otherwise specified.
- 1.11 “Invitation for Bids” or “IFB” means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the City’s Procurement Code.
- 1.12 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.
- 1.13 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.
- 1.14 “Price” means the total expenditure for a defined quantity of a commodity or service.

1.15 "Procurement Administrator" means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.16 "Procurement Agent" means the City Manager or authorized designee.

1.17 "Procurement Code" means the City's Procurement Code, as amended from time to time.

1.18 "Project" means the purpose and work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.19 "Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include "professional and technical services" as defined in the Procurement Code.

1.20 "Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery.

1.21 "Subcontractor" means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.22 "Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 "Work" means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified, licensed Contractor(s) to install valves in live water mains at various locations throughout the City for the purpose of isolating and/or stopping the flow of water in the City's distribution system (the "Services") as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the City's needs. The City does not guarantee any minimum or maximum amount of Services will be requested by the City pursuant to the Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Bids. The City may consider as "irregular" or "non-responsive" and reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for

rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide the **entire IFB document** (all pages) that contains the following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).
3. Licenses; Certifications; DBE/WBE Status (Exhibit C).
4. References (Exhibit D).
5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder may be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: Tiffany Copp c/o City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Procurement Administrator whose name appears on the cover page of this IFB. Verbal or telephone inquiries directed to City staff **will not be answered**. Within five business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be compiled and posted to the City's website at <https://www.avondaleaz.gov/procurement>. Questions shall be submitted in writing or via email by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at the City's procurement website at www.avondaleaz.gov/procurement.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials

actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to subsection 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit C and incorporated herein by reference. Upon the City's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.14(E) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

2.17 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **120 Days** after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term.

A. Initial Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 Days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend the Contract for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided however, that the City may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

3.2 Compensation. The City shall pay the Contractor for Services completed and accepted by the City at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the City.

3.3 Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and shall include the Work Order number authorizing the transaction and shall be delivered to the City Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.4 Documents. All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

3.5 Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

3.6 Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the City. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.7 Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

3.8 Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment or Material to Contractor.

3.9 Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

3.10 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages,

liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.11 Changes; Cancellation. The City reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made, and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.12 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed; completed and formally accepted by the City, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or

purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 03 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and

shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

3.13 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

3.14 Termination; Cancellation.

A. For City's Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the City upon 30 Days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to Work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies 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 of the Contract.

E. Gratuities. The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds

were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

3.15 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

F. Entire Agreement; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

I. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

J. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

K. Liens. All Services or Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

L. Offset.

1. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

2. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Procurement Officer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Contractor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

N. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with subsection 3.15(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.15(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.15(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final

Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

P. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.15(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.15 (R) below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

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

T. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any City-approved Purchase Order, the Price Sheet, any City-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Agreement is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

U. Non-Exclusive Contract. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods and Services from another source when necessary.

V. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

EXHIBIT A
TO
INVITATION FOR BIDS NO. PW 19-189

[Scope of Work]

See following pages.

SCOPE OF WORK

Citywide Water Main Valve Installation Services PW 19-189

1. Introduction.

The City of Avondale is seeking a certified contractor to install valves in live water mains at various locations throughout the City for the purpose of isolating and/or stopping the flow of water in the City's distribution system on an as-needed basis. The contractor shall furnish all tools and equipment to perform this work.

2. General Requirements.

2.1 The contractor shall perform the following tasks:

- a) Install water main valves at all locations identified by the City
- b) Maintain a local inventory of all size valves as listed in Exhibit A.

2.2 Response Times

- a) Emergency- Contractor shall respond and be on-site for any emergency calls within 4 hours of notification from the City
- b) Standard- Contractor shall respond and complete scheduled repairs within two weeks of notification from the City
- c) The City will indicate when notifying the contractor if the response time expected is emergency or standard

3. City Responsibilities.

The City will be responsible for the following:

- a) Supply the contractor with the valve box and lids
- b) Ensure City staff are on site with a back hoe to assist the contractor in raising and lowering valves
- c) Expose the water main prior to the contractor performing the work and restoring the site after the contractor has completed the work
- d) Provide traffic control at the scene

END SCOPE OF WORK

EXHIBIT B
TO
INVITATION FOR BIDS NO. PW 19-189

[Price Sheet]

See following page(s).

PRICE SHEET

IFB PW 19-189
Citywide Water Main Valve Installation

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.

Item	Description	Unit Cost Value and Related Parts	Unit Cost to Install Valve (include labor and equipment)	Price
1.	4" DI	3882.45	925.00	4807.45
2.	4" PVC	3882.45	925.00	4807.45
3.	4" AC	3882.45	925.00	4807.45
4.	6" DI	4425.45	1485.00	5910.45
5.	6" PVC	4425.45	1485.00	5910.45
6.	6" AC	4425.45	1485.00	5910.45
7.	8" DI	5006.46	1530.00	6536.46
8.	8" PVC	5006.46	1530.00	6536.46
9.	8" AC	5006.46	1530.00	6536.46
10.	10" DI	8253.60	1610.00	9863.60
11.	10" PVC	8253.60	1610.00	9863.60
12.	10" AC	8253.60	1610.00	9863.60
13.	12" DI	9741.42	1630.00	11,371.42
14.	12" PVC	9741.42	1630.00	11,371.42
15.	12" AC	9741.42	1630.00	11,371.42

Item	Description	Unit Cost Value and Related Parts	Unit Cost to Install Valve (include labor and equipment)	Price
16.	16" DI	22,344.45	2145.00	24,489.45
17.	16" PVC	22,344.45	2145.00	24,489.45
Line Stop Only				
18.	16" DI	2545.31	8050.00	10,595.31
19.	16" PVC	2545.31	8050.00	10,595.31
20.	16" AC	2545.31	8050.00	10,595.31
GRAND TOTAL*				196,232.97

*All bids are presumed to include all applicable taxes.

Company Name: Pipeline Services, Inc. Date: 6-18-2019

EXHIBIT C
TO
INVITATION FOR BIDS NO. PW 19-189

[Licenses; Certifications; DBE/WBE Status]

See following page.

LICENSE; CERTIFICATIONS; DBE/WBE STATUS

PW 19-189

Citywide Water Main Valve Installation Services

- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License* to your bid submittal.**

* Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting City as a reporting jurisdiction or current City Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No x_____.

If yes, please provide details and documentation of the certification.

EXHIBIT D
TO
INVITATION FOR BIDS NO. PW 19-189

[References]

See following page.

REFERENCES

Citywide Water Main Valve Installation Services PW 19-189

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

- | | |
|------------------------------|---|
| 1. Company: | <u>City of Chandler</u> |
| Address | <u>175 South Arizona Ave 3rd Floor</u> |
| City/State/Zip Code | <u>Chandler, AZ 85225</u> |
| Contact: | <u>Mike Mandt CPPB</u> |
| Telephone Number: | <u>480-782-2406</u> |
| Date of Contract Initiation: | <u>Feb 2013</u> Contract Expiration Date: <u>Jan 2019</u> |
| Project Description: | <u>Insertion Valves & Line Stops</u> |
| Contract Value: | <u>\$ 150,000.00</u> Annual Amount <u>55,000.00</u> |

- | | |
|------------------------------|---|
| 2. Company: | <u>Achen Gardner Contracting</u> |
| Address | <u>550 S. 79th Street</u> |
| City/State/Zip Code | <u>Chandler, AZ 85226-4706</u> |
| Contact: | <u>Mike Cruse</u> |
| Telephone Number: | <u>480-403-9447</u> |
| Date of Contract Initiation: | <u>Nov 2018</u> Contract Expiration Date: <u>Feb 2019</u> |
| Project Description: | <u>City of Chandler Small Valve Replacements</u> |
| Contract Value: | <u>\$183,245.00</u> Annual Amount <u>171,445.00</u> |

- | | |
|------------------------------|--|
| 3. Company: | <u>Waco Contracting</u> |
| Address | <u>2223 W. Washington Street</u> |
| City/State/Zip Code | <u>Phoenix, AZ 85034</u> |
| Contact: | <u>Chad Watkins</u> |
| Telephone Number: | <u>602-390-7574</u> |
| Date of Contract Initiation: | <u>Oct 16, 2018</u> Contract Expiration Date: <u>Ongoing</u> |
| Project Description: | <u>Insertion Valves & Line Stops - Various Locations</u> |
| Contract Value: | <u>\$ 1,000,000.00</u> Annual Amount <u>275,000.00</u> |

EXHIBIT E
TO
INVITATION FOR BIDS NO. PW 19-189

[Acknowledgment of Addenda received, if any]

See following page(s).

EXHIBIT F
TO
INVITATION FOR BIDS NO. PW 19-189

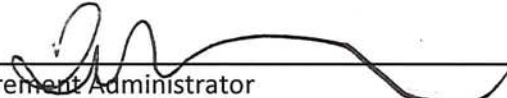
[Work Orders]

See following pages (to be attached subsequent to execution).

Avondale

CITY OF AVONDALE
BID TABULATION SHEET
PW 19-189 Citywide Water Main Valve Installation
June 24, 2019

ITEM NO.	Size	Type of Pipe	Pipeline Services			B&F Contracting		
			Unit Cost Value and Related Parts	Unit Cost to install valve (includes labor and equipment)	Total Cost Value and Labor	Unit Cost Value and Related Parts	Unit Cost to install valve (includes labor and equipment)	Total Cost Value and Labor
1	4"	DI	\$3,882.45	\$925.00	\$4,807.45			
2	4"	PVC	\$3,882.45	\$925.00	\$4,807.45			
3	4"	AC	\$3,882.45	\$925.00	\$4,807.45			
4	6"	DI	\$4,425.45	\$1,485.00	\$5,910.45			
5	6"	PVC	\$4,425.45	\$1,485.00	\$5,910.45			
6	6"	AC	\$4,425.45	\$1,485.00	\$5,910.45			
7	8"	DI	\$5,006.46	\$1,530.00	\$6,536.46			
8	8"	PVC	\$5,006.46	\$1,530.00	\$6,536.46			
9	8"	AC	\$5,006.46	\$1,530.00	\$6,536.46			
10	10"	DI	\$8,253.60	\$1,610.00	\$9,863.60			
11	10"	PVC	\$8,253.60	\$1,610.00	\$9,863.60			
12	10"	AC	\$8,253.60	\$1,610.00	\$9,863.60			
13	12"	DI	\$9,741.42	\$1,630.00	\$11,371.42			
14	12"	PVC	\$9,741.42	\$1,630.00	\$11,371.42			
15	12"	AC	\$9,741.42	\$1,630.00	\$11,371.42			
16	16"	DI	\$22,344.45	\$2,145.00	\$24,489.45			
17	16"	PVC	\$22,344.45	\$2,145.00	\$24,489.45			
Line Stop Only								
18	16"	DI	\$2,545.31	\$8,050.00	\$10,595.31			
19	16"	PVC	\$2,545.31	\$8,050.00	\$10,595.31			
20	16"	AC	\$2,545.31	\$8,050.00	\$10,595.31			
GRAND TOTAL:					\$196,232.97	NOT RESPONSIVE		


 Procurement Administrator