



City of Avondale

City Council Meeting

Monday, September 23, 2024

Mayor and Council

Kenneth Weise, Mayor

Mike Pineda, Vice Mayor

Tina Conde, Council Member | Curtis Nielson, Council Member

Veronica Malone, Council Member | Gloria Solorio, Council Member

Max White, Council Member

Administration

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Katie Gregory, Assistant City Manager

Dale Nannenga, Deputy City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, City Clerk

City Council Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

Watch a City Council Meeting Online

Visit the link below to watch a City Council meeting live online:

<https://www.avondaleaz.new.swagit.com/views/540/>

Please note, the live stream will not be monitored by staff; therefore, anyone wishing to address the City Council shall appear in person to speak.



City Council Meeting Notice & Agenda Monday, September 23, 2024

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

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> prior to consideration of that agenda item.

REGULAR MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

CALL TO ORDER BY MAYOR

PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION LED BY CUB SCOUTS - PACK 91

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. NEW EMPLOYEE INTRODUCTIONS

The following employee will be presented to City Council. This item is for discussion only.

Office of Public Safety

- Martha Ortiz, Lead Code Compliance Officer (promotion)

b. PROCLAMATION - OVARIAN CANCER AWARENESS MONTH

City Council will present a Proclamation recognizing September as Ovarian Cancer Awareness Month. This item is for discussion only.

c. PROCLAMATION - HISPANIC HERITAGE MONTH

City Council will present a Proclamation recognizing September 15, 2024 through October 15, 2024 as Hispanic Heritage Month. This item is for discussion only.

3. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

4. CONSENT AGENDA

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

a. MINUTES

City Council will consider a request to approve the August 26, 2024 City Council meeting minutes. The Council will take appropriate action.

b. RESOLUTION 1093-0924 - INTERGOVERNMENTAL AGREEMENT WITH AVONDALE ELEMENTARY SCHOOL DISTRICT #44, MICHAEL ANDERSON ELEMENTARY SCHOOL – SCHOOL RESOURCE OFFICER

City Council will consider a request to adopt Resolution 1093-0924, authorizing an Intergovernmental Agreement with the Avondale Elementary School District to share the cost of providing a School Resource Officer (SRO) at Michael Anderson Elementary to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1094-0924 - INTERGOVERNMENTAL AGREEMENT WITH AVONDALE ELEMENTARY SCHOOL DISTRICT #44, AVONDALE MIDDLE SCHOOL – SCHOOL RESOURCE OFFICER

City Council will consider a request to adopt Resolution 1094-0924, authorizing an Intergovernmental Agreement with the Avondale Elementary School District to share the cost of providing a School Resource Officer (SRO) at Avondale Middle School to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 1095-0924 - INTERGOVERNMENTAL AGREEMENT WITH THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

City Council will consider a request to adopt Resolution 1095-0924, approving an Intergovernmental Agreement with the Salt River Pima Maricopa Indian Community (“SPRMIC”), allowing the SPRMIC to remove and take possession of invasive vegetation in 21 acres of city property in the Agua Fria Riverbed near Festival Fields Park and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1096-0924 - GRANT ACCEPTANCE OF A VICTIMS OF CRIME ACT (VOCA) GRANT FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

City Council will consider a request to adopt Resolution 1096-0924 authorizing the City of Avondale’s acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of \$300,810 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2024 through September 30, 2025 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1097-0924 - AUTHORIZING PASS-THROUGH GRANT FROM TOHONO O’ODHAM NATION

City Council will consider a request to adopt Resolution 1097-0924, authorizing the City of Avondale’s acceptance of grant funding through the Tohono O’odham Nation and passing those grant funds to the Arizona Justice Center, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1098-0924 - AUTHORIZING TECHNICAL ASSISTANCE ACCEPTANCE FROM DEPARTMENT OF ENERGY

City Council will consider a request to: a) adopt Resolution 1098-0924, authorizing technical assistance acceptance from the Department of Energy (DOE) in the amount of \$138,310; b) authorize and direct staff 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; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2028-0924 AND ORDINANCE 2029-0924 – ABANDONMENT OF BELMONT DRIVE RIGHT-OF-WAY AND RESERVATION OF A PUBLIC UTILITY EASEMENT

City Council will consider a request to: a) adopt Ordinance 2028-0924 authorizing the abandonment of Belmont Drive right-of-way generally located south of Western Avenue, east of 5th Street and west of 6th Street, reserving a public utility easement thereon; b) adopt Ordinance 2029-0924 authorizing the reservation of a public utility easement on City-owned property; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. FINAL PLAT FOR FULTON HOMES ACCLAIM – PHASE 2C – APPLICATION PL-24-0136

City Council will consider a request to approve Application PL-24-0136, a request by Meikle Garrett with EPS Group, Inc., on behalf of Fulton Homes Corporation, for approval of the Final Plat for Fulton Homes Acclaim – Phase 2C located generally north of Thomas Road and west of 99th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. FINAL PLAT FOR V TOWNHOMES AT ENCANTO – PL-23-0191

City Council will consider a request to: (a) approve Application PL-23-0191, a request by Keilah Casillas with Sandbox Development, on behalf of Randy Richter with Trilogy Investment Company, for approval of a final plat for V Townhomes at Encanto located at the southwest corner of Avondale Boulevard and Encanto Boulevard, and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. POLICE DEPARTMENT'S RESPONSE TO LOUD NOISE CALLS FOR SERVICE

City Council will receive information regarding the Avondale Police Department's response to loud noise calls for service. This item is for discussion and feedback only; no Council action will be taken.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCIL MEMBERS
(5 minutes)

7. ADJOURNMENT

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

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

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - Ovarian Cancer Awareness Month

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Sandra Salas, Management Analyst

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will present a Proclamation recognizing September as Ovarian Cancer Awareness Month. This item is for discussion only.

BACKGROUND:

Ovarian Cancer is the 5th leading cause of death among women, and the American Cancer Society estimates that in 2023, approximately 19,680 women were diagnosed with ovarian cancer, and 12,740 individuals died from the disease. Due to vague symptoms and the lack of reliable early detection tests, most women are not diagnosed until Stage III or later, when the cancer has already begun to spread to the lymph nodes and outside the pelvis. Although the five-year survival rate for Stage I ovarian cancer is over 90 percent, only 15 percent of ovarian cancers are diagnosed at this early stage, and the five-year survival rate for late-stage ovarian cancer is below 30 percent. Women's lives can be saved through increased public awareness of ovarian cancer and its risk factors, signs, and symptoms. The City of Avondale will join all those who are battling ovarian cancer, those who have lost their lives to the disease, their loved ones, and our state's many dedicated healthcare workers in spreading awareness, committing to public education, and embracing hope for better diagnoses, treatments, and a cure. We encourage all residents to observe Ovarian Cancer Awareness Month and support the cause that so profoundly impacts families in every community across our country.

DISCUSSION:

The City Council will present a Proclamation recognizing September as Ovarian Cancer Awareness Month.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for discussion only.

*Contact person for document distribution: Sandra Salas, Management Analyst
Aneyssa Romo, Management Analyst*



PROCLAMATION
Ovarian Cancer Awareness Month

Whereas, Ovarian cancer is the 5th leading cause of death among women and the American Cancer Society estimates that in 2023 approximately 19,680 women were diagnosed with ovarian cancer and 12,740 individuals died from the disease nationwide; and

Whereas, in the United States, a woman's lifetime risk of being diagnosed with ovarian cancer is about 1 in 87; and

Whereas, due to vague symptoms and the lack of reliable early detection tests, most women are not diagnosed until Stage III or later, when the cancer has already begun to spread to the lymph nodes and outside of the pelvis; and

Whereas, although the five-year survival rate for Stage I ovarian cancer is over 90 percent, only 15 percent of ovarian cancers are diagnosed at this early stage, and the five-year survival rate for late-stage ovarian cancer is below 30 percent; and

Whereas, while a mammogram can detect breast cancer and a pap smear can detect cervical cancer, there is no reliable early detection test for ovarian cancer; and

Whereas, women's lives can be saved through increased public awareness of ovarian cancer and its risk factors, signs, and symptoms; and

Whereas, the City of Avondale joins all those who are battling ovarian cancer, those who have lost their lives to the disease, their loved ones, and our state's many dedicated healthcare workers in spreading awareness, committing to public education, and embracing hope for better diagnoses, treatments, and a cure.

NOW THEREFORE, Mayor and Council of the City of Avondale, Arizona, do hereby proclaim September 2024 as Ovarian Cancer Awareness Month in the City of Avondale, Arizona, and we encourage all residents to observe Ovarian Cancer Awareness Month and support the cause that so deeply impacts families in every community across our country.

Mayor Weise

Vice Mayor Pineda

Council Member Conde

Council Member Malone

Council Member Nielson

Council Member Solorio

Council Member White

Attest: City Clerk

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Hispanic Heritage Month

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Sandra Salas, Management Analyst

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will present a Proclamation recognizing September 15, 2024 through October 15, 2024 as Hispanic Heritage Month. This item is for discussion only.

BACKGROUND:

The U.S. population is comprised of some 64 million people of Hispanic ancestry, making this population the largest minority in the United States. Each year, Americans observe National Hispanic Heritage Month by celebrating the heritage, histories, cultures and contributions of American citizens whose ancestors hailed from Spain, Mexico, the Caribbean, and Central and South America. The observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson, and was expanded to a full month by President Ronald Reagan in 1988. The starting date of the annual celebration, September 15, is the anniversary of independence of the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, and is followed by the independence days of Mexico and Chile.

DISCUSSION:

The City Council will present a Proclamation recognizing September 15, 2024 through October 15, 2024 as Hispanic Heritage Month.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: *Sandra Salas and Aneyssa Romo*



Proclamation

Hispanic Heritage Month

Whereas, the U.S. population is comprised of some 64 million people of Hispanic ancestry making this population the largest minority in the United States; and

Whereas, each year Americans observe National Hispanic Heritage Month by celebrating the heritage, histories, cultures and contributions of American citizens whose ancestors hailed from Spain, Mexico, the Caribbean, and Central and South America; and

Whereas, the observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson, and was expanded to a full month by President Ronald Reagan in 1988; and

Whereas, the starting date of the annual celebration, September 15, is the anniversary of independence of the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, and is followed by the independence days of Mexico and Chile; and

Whereas, 2024's Hispanic Heritage Month's theme is "Pioneers of Change: Shaping the Future Together"; and

Whereas, the cultural, educational, economic and political influences of Hispanic residents can be appreciated in all aspects of our life: from farm workers organizing for housing and equal wages, to incredible, gifted artists, to vibrant businesses, to music and community festivals; and

Whereas, The City Of Avondale recognizes Hispanic Heritage Month as an opportunity for Avondale residents to celebrate our freedom, our diversity, and to build upon our tradition of embracing people of all cultures; and

NOW THEREFORE, the Mayor and Council of the City of Avondale, Arizona, do hereby proclaim September 15, 2024 through October 15, 2024 as Hispanic Heritage Month and encourage all residents to join us in recognition of the impact Hispanic heritage has on Avondale's history and culture.

Mayor Weise

Vice Mayor Pineda

Council Member Conde

Council Member Malone

Council Member Nielson

Council Member Solorio

Council Member White

Attest: _____
City Clerk

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item provides residents with access to a previous meeting's minutes. The meeting minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the August 26, 2024 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute § 38-431.01(B), the City must provide written minutes of all City Council meetings.

DISCUSSION:

City Council held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the August 26, 2024 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
August 26, 2024

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 5:31 p.m.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection.

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

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Cheryl Covert, Interim Economic Development Services Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Julie Knoll, Deputy City Clerk; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Abril Ruiz-Ortega, Court Administrator; Dave Wagner, Assistant Fire Chief; Mark Neerings, Assistant Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 15 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. NEW EMPLOYEE INTRODUCTIONS

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

City Manager's Office

- Katie Gregory, Assistant City Manager

Court

- Andrea Sanchez, Court Clerk I
- Juliana Ramirez, Court Clerk I

Finance and Budget Department

- Nayeli Carranza, Finance Specialist

Human Resources Department

- Greg Lacquement, Safety Officer
- James Corlis, Risk Manager

Office of Public Safety

- Jill Kruger, Policy & Procedures Analyst

Public Works Department

- Jazmin Alarcon, Customer Service Rep.
- Anthony Orona, Water Distribution Opr.
- Willie Hall, Wastewater Collections Opr.
- Christopher Ruelas, Wastewater Collections Opr.
- Ryan Gehret, Environmental Technician

b. WAYFINDING MASTER PLAN AMENDMENT – GATEWAY MONUMENTS

City Council received an update from staff regarding the Gateway Monument Design. This item was for discussion and feedback only.

Kimberly Moon, Director of the Engineering Department, provided an introduction of the item. She explained that in June 2023, City Council requested an updated design and the identification of new locations for gateway monuments. Ms. Moon introduced Rick Carr, CIP Division Manager, to present the updated design and additional locations. Additionally, Adam Hockins, a representative from J2 Engineering and Environmental Design.

Mr. Carr provided an overview of the Wayfinding Master Plan developed in 2015 that included branding, slogan, themes, funding, and feedback from City Council in June 2023. The four monuments currently installed are located at the SW corner of 107th Avenue and Indian School Road; the NW corner of 99th Avenue and McDowell Road; the SW corner of Dysart Road and Indian School Road; and the SW corner of Avondale BLVD and I-10. The monuments are 12-feet high and 3-feet wide and depict Avondale's logo, color, and cotton theme. Based on City Council's comments, the size of the monuments, materials, and adding "welcome to" would be evaluated.

Initially, local and national monuments were evaluated to determine design precedence that includes size, materials, character, font and letter size, and distinctive elements. A proposed vertical version is 27-feet high, internally lit, includes "welcome to," and has elements unique to Avondale such as the spirit bird or plants and animals from the Base & Meridian Wildlife Area. The horizontal version is 18-feet high, 18.6-feet wide when the right-of-way allows, and 7–8 feet above the landscape. This version also offers the same unique elements as the vertical sign but includes the Estrella Mountains.

Thirteen potential locations were studied, which resulted in five proposed locations. Those locations include:

- A vertical monument at the NW corner of 99th Avenue and Van Buren Street
- A horizontal monument at the SW corner of 107th Avenue and Buckeye Road
- A vertical monument at the NW corner of 107th Avenue and Lower Buckeye Road
- A horizontal monument at the SW corner of 107th Avenue and Broadway Road
- A horizontal monument at the SE corner of Dysart Road and Thomas Road

There is funding within the current CIP funding to install one monument this fiscal year, and going forward, the plan would be to install one monument each fiscal year.

Council members were given an opportunity to ask questions and comment. In response to questions, Mr. Carr explained wayfinding signs do not typically have "welcome to" on them; however, Goodyear does include it on their signs. The corners of Indian School Road and 99th Avenue or Thomas Road can be considered as monument locations; however, the Parkside Development will be installing the

previous wayfinding sign with the Avondale logo, colors, and cotton theme. The signs are secure and will last unless they are damaged by wind, an object, or vandalism, at which time they will be replaced.

Ms. Moon explained the maintenance of the monuments is covered under the Engineering Department's sign budget. Mr. Carr explained "Welcome to Avondale" will be internally lit on both monuments, and the graphics will also be lit on the vertical ones. The estimated cost is between \$80,000 and \$120,000 per monument. Mr. Corbin responded to the mayor's request to install more signs each year if the budget allows, explaining the many signs that are installed each year.

All Council members commended and expressed their appreciation to Mr. Carr on the presentation, the proposed designs, and locations which responded to the Council's request.

3. UNSCHEDULED PUBLIC APPEARANCES

None.

4. CONSENT AGENDA

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Council Member White requested agenda item 4c be removed for separate consideration. A motion was made by Council Member Malone, seconded by Council Member Solorio, to approve the Consent Agenda with the exception of agenda item 4c.

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

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

- a. SERIES 12 (RESTAURANT) LIQUOR LICENSE – APSARA ASIAN RESTAURANT**
City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Vuthy Touch for the sale of alcohol at Apsara Asian Restaurant located at 10555 W Indian School Road Ste D101-102 in Avondale and authorized the City Clerk to execute the necessary documents.

b. FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AVONDALE AND AVONDALE PROFESSIONAL FIREFIGHTERS' ASSOCIATION LOCAL 3924

City Council amended the Memorandum of Understanding (MOU) between the City of Avondale and Avondale Professional Firefighters Association (APFFA) Local 3924 to: a) incorporate language allowing the option for represented employees to participate in recruitment and retention programs implemented by the City Manager and offered to represented employees in accordance with the program's requirements and conditions set forth in policy and forego eligibility and participation in the Productivity Pay as outlined in the MOU; and b) remove the reference to the "DRAFT Avondale Fire & Medical Labor/Management Process" document in Section 12.1.B and incorporate language indicating that the final document has been collectively approved by the APFFA and the Fire Chief as of May 28, 2024, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

c. RESOLUTION 1084-0824 – AUTHORIZING GRANT ACCEPTANCE FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR SAFE STREETS AND ROADS FOR ALL

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

d. RESOLUTION 1085-0824 AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 7, DRUG & ALCOHOL POLICY

City Council adopted Resolution 1085-0824, amending the Personnel Policies and Procedures, Chapter 7, Drug & Alcohol Policy to add "certified detention officers" to the list of job titles that may be subject to unannounced random screening for illegal drug use and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

e. RESOLUTION 1086-0824 AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES, CHAPTER 17, SEPARATIONS

City Council adopted Resolution 1086-0824, amending the Personnel Policies and Procedures, Chapter 17, Separations to add a section outlining a process for considering and approving rescissions of employee resignations or retirements and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

f. ORDINANCE 2025-0824 – ABANDONMENT OF A PUBLIC UTILITY EASEMENT ON CITY PROPERTY

City Council adopted Ordinance 2025-0824, authorizing the abandonment of a 26-foot-wide public utility easement generally located north of The BLVD and east of Avondale Boulevard, and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

g. FINAL PLAT OF LOT 3 OF AVONDALE STATION – PL-23-0228

City Council approved Application PL-23-0228, a request by Beus Gilbert McGroder, PLLC, on behalf of Avondale Owner, LLC, for approval of the Final Plat of Lot 3 of Avondale Station generally located west of 99th Avenue and north of the Encanto Boulevard alignment and authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

NOTE FROM THE CITY CLERK: THE FOLLOWING ITEM WAS PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPARATELY:

c. RESOLUTION 1084-0824 – AUTHORIZING GRANT ACCEPTANCE FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR SAFE STREETS AND ROADS FOR ALL

City Council a) adopted Resolution 1084-0824, accepting grant funding from the U.S. Department of Transportation for the Safe Streets and Roads for All program in the amount of \$560,000; b) authorized and directed staff to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution; and c) authorized the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Ms. Moon provided an overview of Resolution 1084-0284, the acceptance of a grant from the U.S. Department of Transportation for Safe Streets and Roads for All, also known as SS4A. The funding assists with the development of plans, policies, and improvements for safer people, roads, and vehicles as well as appropriate vehicle speeds and improved post-crash care. The SS4A has two grant program funds:

1. A planning and demonstration grant for comprehensive safety action plans, including supplementals, safety planning, and demonstration activities to create an action plan (AP)
2. An implementation grant to implement strategies or projects identified in the existing AP

The City of Avondale applied for the planning and demonstration grant in July 2023 and was awarded \$560,000 with a City match of \$140,000. A consultant will be brought in to assist the City develop an AP, and then it will move to the implementation of minor demonstration projects.

Council members were given an opportunity to ask questions and comment. Mr. Thoutam explained once the action plan is completed and there are major projects, they plan to apply for the Implementation grant.

Council Member White expressed gratitude for the presentation, as she felt it let the residents know federal funds are being sought to address concerns related to the roads and traffic.

Council Member White moved to: a) adopt Resolution 1084-0824, accepting grant funding from the U.S. Department of Transportation for the Safe Streets and Roads for All program in the amount of \$560,000; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

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

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

5. REGULAR AGENDA

a. MOBILE FOOD VENDORS

City Council received an update from the Office of Public Safety and the Code Compliance Division regarding Mobile Food Vendors. This item was for discussion and feedback only.

Joshua Perez, Code Compliance Manager, discussed mobile food vendors, code compliance processes, and how concerns are addressed. Within the ordinance, a mobile food vendor is defined as a readily moveable establishment that dispenses food or beverages from any vehicle. In accordance with ARS Chapter 28, the vehicle must be permitted to operate on a public highway. Chapter 13 of the City Code was updated in October 2022, no longer requiring a mobile food vendor to have an Avondale business license to operate within the City.

Mr. Perez provided an overview of specific districts in which mobile food vendors can and cannot operate. Commercial office districts, general industrial, freeway commercial district, etc. are approved areas. Residential zones or within a 250-foot radius of a residential zone are nonapproved areas. There are specific restrictions mobile food vendors must follow to include not parking or operating from unpaved surfaces and can only park or sell where street parking is permitted. Additionally, mobile food vendors cannot sell within a right-of way, and no canopies, tables, chairs, free standing signs, or portable restrooms are permitted unless for a special event. Maricopa county Environmental Services require mobile food vendors to receive permits and certificates to operate and sell.

An overview of the compliance process was provided, noting Code Compliance responds to all service requests and proactively contacts mobile food vendors when found out of compliance. The Avondale Police Department will assist with the

concerns on the weekend. Initially, the vendors are educated on the policies, provided a brochure, and asked to voluntarily leave the area.

Education is also provided to property owners when a vendor is in an approved location. They are advised of the vendor operating there, and the property owner can give them permission or ask them to leave. Code Compliance also works with property owners to complete an authority to trespass and ask them to install “no trespassing” signs to assist the police department with enforcing the no trespassing and act as a deterrent.

Code Compliance works collaboratively with Maricopa County Environmental Services and sister cities to bridge communications with Avondale residents. Additionally, they ensure vendors have their issued permit or certificate and notify Maricopa County with required information when necessary.

After receiving education and a verbal warning, if a vendor or property owner still do not comply, they are issued a notice of violation court action, which could result in a misdemeanor.

Statistics show there have been twelve or less vendor concerns, with seven or less cases initiated and only one notice of violation issued as well as no civil citations over the past three years. Revealing the Code Compliance staff have been able to provide customer service and educate the mobile food vendors as well as receive voluntary cooperative compliance for them to leave the area.

Council members were given an opportunity to ask questions and comment. In response, Mr. Perez explained the specific change to the ordinance in 2022 was to not require business permits for mobile food vendors because they did not have a fixed location. Mr. Corbin advised, at staff’s request, City Council approved the change because the City does not have the ability to conduct background checks. Therefore, a business was defined as having a fixed location.

Mayor Weise discussed his concerns related to reported illnesses that are connected to unpermitted street food vendors and wanting to be proactive instead of reactive. The vetting process should not rely solely on the county. Someone selling food out of their minivan or back of their truck is of concern compared to a vehicle that is purposely built to prepare, cook, and distribute food within health guidelines. Another concern is related to economic development and the mobile food vendors undercutting business from restaurants that have gone through the permitting process.

Mayor Weise asked for the rules on what is considered a mobile food vendor to be firmed up including establishing a specific location and days for the food trucks to operate. An additional area of concern is residential kitchens, where food is prepared in and distributed to 50–100 people from someone’s home kitchen. Mr. Corbin addressed Mayor Weise’s concerns, noting State Law and the county rules dictate what the City can and cannot enforce, such as permitting and inspecting a food license or enforce anything on it because that is done through Maricopa County. State Law

prohibits the City from prohibiting locations other than residential areas, but with direction from the Council, we will work with the legal team to come back with some possibilities related to commercial areas. The kitchen in a residential area was not agendized, and staff is not prepared to discuss it this evening. Mayor Weise discussed the Cottage Food Bill, which was part of HB 2509. This bill allows flexibility from the City in collaboration with the county.

In response to Council Members' questions, Mr. Perez explained if an HOA, school, or business wanted to utilize a mobile food vendor for a special event, they would be required to obtain a special event application and site plan to Parks and Rec and receive a permit. There is a process and permit through Parks and Rec for vendors to be at a designated location within the City Park or City event.

Council Member Conde discussed the benefit of food trucks, including how it brings the community together and is a starting place for those who cannot afford a brick-and-mortar establishment. She encouraged the City to find a safe place for the trucks to gather, such as the previously discussed Festival of Fields.

In response to Council Member questions, Mr. Perez explained that obtaining a special event permit includes approvals to operate within residential zones. This process is presently being utilized within the City. Mr. Corbin explained it would be difficult to obtain a count of how many of the special event permits were issued due to a mobile food vendor because they are issued for multiple events. A brief discussion ensued related to the food being old as part of a fundraiser. Mr. Perez noted an ice cream truck does not require a peddler's permit because they are constantly moving. Any requests related to an ice cream truck are forwarded to the Police Department. Complaints generally relate to someone selling food, which triggers a code compliance officer to first determine if the location is approved or not and take the appropriate steps from there, including monitoring the location to ensure compliance.

Mr. Corbin explained the City does not have a standing location at this time where a vendor can just set up. They can be put in contact with Parks and Rec to get on the distribution list for special events. They can currently go to any commercial district and set up without a permit but must receive the owner's permission. He noted vendors would be provided with pertinent information and how to get on the vendor list.

Mr. Perez explained the flyer notes specific districts and contact information so they can call with any questions. He noted food trucks are permitted on the street so long as they are outside of the 250-foot residential radius. Mr. Corbin recommends obtaining a special permit for any special events. He explained the City of Avondale does not have a health department or staff trained to conduct health inspections to ensure gloves are worn, food is at the right temperature, or safe practices are followed. This would all be conducted at the county level. However, we do ask to see their county food permit and report them to the county if they didn't have one.

b. PAVEMENT MANAGEMENT PROGRAM UPDATE

City Council received an update from staff regarding the City's Pavement Management Program. This item was for discussion and feedback only.

Harold Siguenza, Assistant Director of Public Works, provided an overview of the presentation to include why it is conducted, the importance to the City, the planning, communication and work with residents, as well as the results of the FY24 plan, what the FY25 plan will bring, and the future pavement preservation.

Gustavo Garcia, Pavement Program Manager, shared a quote from the Federal Highway Administration, noting it aligns with Avondale's program to implement cost-effective treatments and applying them to the right roads at the right time to extend the life span of the roads. There are eight types of treatment options, and it is important to select the appropriate treatment based on the asphalt condition. The initial treatment should occur between 2–3 years after the pavement application, and then 1–2 years later, apply the fog seal. Next are two seal coats at 2–3-year increments, and finally, a robust slurry or micro surface treatment. Applying a pavement maintenance program will keep the asphalt in good condition with minimal money spent.

Mr. Siguenza stated the goal is to be cost-effective with the treatment and how it is applied to the roadway network. A roadway assessment conducted by IMS Consulting in 2022 is used as a baseline and guide for how roads need to be treated today and in the future. Information received from staff and residents regarding the roadway condition is also considered. The goal is to minimize the impact on the community as much as possible, but roadwork is an inconvenient event. Full road closures were implemented for a 10–12-hour period to allow the construction work to be done quicker. An entrance and exit point into the community were always available. If a full road closure was not an option, a half street closure would be implemented. The three options for arterial and collector roadways, such as lane closures, moving operations, or night work, were discussed. Every scenario is looked at independently to come up with the best solution while working closely with the Engineering Department, who approve the traffic control permits.

Various methods are used to communicate with residents about upcoming roadwork, such as using pamphlets, social media, Avondale Connect, press releases, residential door hangers, and road signs to affected homes. Each method has a different timeline for when information is sent out. Information is provided to residents, HOA managers, school districts, the business community, USPS, and City operations.

FY 24 originally had a baseline for almost 33 neighborhood lane miles to be treated using one type of treatment within the \$3 million approved budget. January 2024, the Pavement Preservation moved from Engineering to Public Works, and Mr. Garcia was hired as Pavement Manager. He was able to complete the originally planned 33 lane miles, using just over \$1 million within 4.5 months because he used various treatments. With the savings they resurfaced Jimmy Johnson Drive and Indian Springs

Road using an additional \$700,000. Additionally, the streets were closed to approximately 2,000 homes, with 27 inquiries and one complaint.

The FY 25 plan proposes almost 47 lane miles to be treated within a \$3 million budget. Several neighborhoods were added to the original plan, including Glenarm Farms, Westwind, and Rio Vista increasing the total lane miles to almost 70 and incorporating the remaining funds from FY 24. Additional work included within the FY 25 plan that will utilize the \$2 million CIP funding includes resurfacing Avondale BLVD from I-10 to Broadway Road (except for the new road section), bring sidewalk ramps to ADA standards, and adding a bike lane buffer.

Utilizing CIP funds approved by the Council and savings, a contract was recently awarded to a new vendor to conduct ongoing pavement condition assessments and pavement manager software. A citywide assessment will be conducted, creating a new baseline that will be used to create a new 5–10-year pavement preservation plan. The plan will include yearly evaluations of roadway network segments to ensure the roadway network is being kept up with and is in good condition.

Council Members were given an opportunity to ask questions and comment. Mr. Siguenza noted the door hangers are in both English and Spanish. They work closely with the contractors to ensure traffic control set up is done properly and removal is done timely. If not, they will reach out to them to ensure compliance. The ASU Cool Pavement project results were inconclusive as to whether it would reduce the heat in the area being paved. Mr. Corbin noted an ADA compliance study was conducted, which is why the ADA ramps are being updated during significant road reconstruction. The numbers will be provided later.

Council Member White expressed her appreciation, especially for the treatment to Jimmy Johnson Drive, which highlighted Avondale, and for the spending plan. Mr. Siguenza explained the software will allow the department to know when and how to treat the roadways. It will allow monitoring of the roadways for the need of application of a specific treatment at the right time to ensure it stays at optimal levels. Mr. Garcia explained the difference between the crack seal and seal coating, noting the crack-sealing is very important as it prevents the water from infiltrating the pavement. Vice Mayor Pineda commented on the professionalism, the implementation of the plan, the utilization of the software, and being cost conscious.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCIL MEMBERS

Council Member Conde recognized and congratulated Council Member Malone on receiving the President's Volunteer Service Award. This is an award that honors individuals whose service positively impacts the communities in every corner of the nation and inspires those around them to take action too.

Council Member Malone stated she received the Lifetime Award from the President, a letter, and a medal. There were 10–15 other lifetime achievement awards or gold medals presented, with one being to the Mayor of Buckeye.

Mayor Weise noted the State Conference starts tomorrow. There will be an update on Prop 479.

7. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Council Member Malone moved to adjourn the Regular Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the claims and matters of : (i) Scott Dewall, Kyle Herman, and Douglas Herman; (ii) Pria DuPont; (iii) Daeng Phongsavath; (iv) Ruth Flintoft v. City of Avondale, et. al.; (v) Rogelio Jacquez vs. City of Avondale, et. al.; (vi) Charles Montoya vs. City of Avondale, et. al.; (vii) Daniel Melvin v. City of Avondale, et. al.; (viii) Luis Perez v. City of Avondale, et. al.; (ix) Joscelyn Ramos and Xander Weatherspoon vs. City of Avondale, et. al.; and (x) Keitha Tucker vs. City of Avondale, et. al.; Council Member Solorio seconded the motion.

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

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

The meeting was adjourned at 7:15 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Council of the City of Avondale held on the 26th day of August 2024. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 4.b.

SUBJECT: Resolution 1093-0924 - Intergovernmental Agreement with Avondale Elementary School District #44, Michael Anderson Elementary School – School Resource Officer

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
 - The acceptance of this grant will allow School Resource Officers to be present at Michael Anderson Elementary and Avondale Middle Schools to provide a safer learning environment.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1093-0924, authorizing an Intergovernmental Agreement with the Avondale Elementary School District to share the cost of providing a School Resource Officer (SRO) at Michael Anderson Elementary to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney 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 maintaining an SRO in the middle and elementary schools is beneficial for all involved. The Avondale Police Department has partnered with the Avondale Elementary School District since 2024 to provide a School Resource Officer for their schools.

The police department enjoys the benefit of having an SRO assigned to schools who can field most calls for service that a patrol officer would normally handle. Further, the SRO conducts follow-up on criminal investigations involving the students attending Michael Anderson Elementary School, which would 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 June 30, 2024, through July 30, 2025, for Michael Anderson Elementary 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 and serve as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's estimated costs and reimbursements are included in the FY2025 budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution to authorize an Intergovernmental Agreement between the Avondale Elementary School District and the City of Avondale to share the cost of providing a School Resource Officer (SRO) to Michael Anderson Elementary during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

RESOLUTION NO. 1093-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE AVONDALE ELEMENTARY SCHOOL DISTRICT RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR MICHAEL ANDERSON SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Avondale Elementary School District relating to school resource officer services at Michael Anderson School for fiscal year 2024-2025 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 23, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1093-0924

[Agreement]

See following pages.

**INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF AVONDALE, ARIZONA
AND
THE AVONDALE ELEMENTARY SCHOOL DISTRICT**

This Intergovernmental Agreement ("Agreement") made this 30th day of July, 2024 by and between the City of Avondale, Arizona, a municipal corporation (hereinafter referred to as the "City"), and the Avondale Elementary School District, a political subdivision of the State of Arizona (hereinafter referred to as "AESD").

1. STATUTORY AUTHORITY

The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the City.

AESD is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the AESD.

2. BACKGROUND AND PURPOSE OF THE AGREEMENT

City and AESD desire to work in cooperation for the purpose of placing a School Resource Officer ("SRO") at **Michael Anderson School** ("Campus") grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, SROs maintain a visible presence on campus; deter delinquent and violent behaviors; and serve as an available resource to the school community.

3. SCHOOL SAFETY PROGRAM GRANT

The Parties agree and understand that AESD's participation in this Agreement is funded through a School Safety Program Grant ("SSP Grant") administered by the Arizona Department of Education ("ADE"). The Parties understand and acknowledge that SSP Grant Funds are conditioned upon the acceptance of each entity of the roles and responsibilities established by the School Safety Program Manual - School Resource Officer/School Safety Officer and Juvenile Probation Officer ("Guidelines").

A copy of the Guidelines may be accessed through ADE's School Safety Program website under "SSP Grantees" – "Program Requirements" or through this link: [FY25 SSP Guidelines & Manual](#). The Parties understand and agree that the Guidelines may be amended from time to time by ADE. This Agreement shall constitute the "Service Agreement" between the Parties as required by the Guidelines.

4. **AESD OBLIGATIONS**

AESD shall:

4.1. Accept the Guidelines of the ADE SSP grant.

4.2. Not interfere with the duties of the SRO as a sworn law enforcement officer.

4.3. Reimburse City for the annual costs related to the employment of the SRO, including but not limited to base salary, operational costs, benefits, training, and supplies. Payments may be issued from a combination of the amount allocated through the School Safety Program Grant ("SSP Grant") awarded to AESD by the Arizona Department of Education and other AESD budgeted funds. The grant does not provide funding for overtime.

Total estimated costs for FY 24 to AESD not exceed \$144,470.

4.3 Overtime. The grant does not provide funding for overtime. SROs must seek approval from the district level administration, and the appropriate Police Department supervisor before working on SRO-related overtime (i.e., those matters pertaining to the school, its students, or its employees). AESD shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions. The City shall pay one hundred percent (100%) of any SRO overtime that result from City-related activities (i.e., those matters that do not involve the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

4.4. Pay the City within 30 days of receipt of an invoice from the City. The requested payment will be for costs related to conditions of employment, activities directly related to the school site or students (on and off campus), and one-time costs related to the initial placement of the SRO (as specified in section 4.3). AESD shall pay late fees as established between the parties and set forth in this Agreement.

4.5. Assist SRO in developing programs and providing consultation regarding safety factors and how to handle volatile situations.

4.6. Provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform duties (i.e., telephone, desk, chair, filing cabinet, etc.).

4.7. Provide a complete copy of the grant application and award to the City upon annual state approval or as soon as the officer begins service at the site(s).

4.8. Establish a School Safety Assessment and Prevention Team that meets quarterly.

4.9. Require the school administrator to provide feedback regarding the SRO's performance at least twice per year. The school administrator shall share the feedback with the SRO's supervisor and chain of command.

4.10. Require the school administrator to meet formally with the SRO Supervisor at least once per semester.

4.11. Be responsible for administration of all school discipline.

4.12. Require a teacher to be present in the classroom at all times while the SRO implements or delivers any sort of demonstration, classroom instruction, or Law Related Education (LRE). The teacher and SRO shall work cooperatively in the planning and delivery of any such presentation.

4.13. Allow the SRO to attend any required training or mandatory City meetings.

4.14. Develop, in conjunction with the City, a written document describing the chain of command for officers, administrators, and law enforcement departments.

5. CITY OBLIGATIONS

The City shall:

5.1. Accept the Guidelines of the ADE SSP grant.

5.2. Assign an SRO to the AESD campus of **Michael Anderson School**. The assigned SRO shall satisfy the SRO Recommended Qualifications and Recommended Job Description as established by the Guidelines. The SRO is a member of the School Safety Assessment and Prevention Team.

5.3. Assign a supervisor for the SRO. The SRO supervisor shall work with the school administrator to oversee the SRO's performance, including but not limited to conducting site visits, and meeting with the school administrator at least once per semester. The SRO supervisor will be responsible for the SRO's compliance with his or her duties pursuant to the terms of this Agreement.

5.4. Require the SRO to provide services, on campus and in the community in an emergency, associated with keeping the school safe. The uniformed SRO shall be assigned on a full-time basis to the school campus in order to assist school administration with safety efforts and to serve as a possible deterrent to criminal activity. However, that this provision shall not be interpreted to prohibit training, off-site meetings, vacation, sick time, or other activities Pursuant to the ADE SSP Grant and Guidelines, full-time shall mean 40 hours per week.

5.5. Require the SRO to fulfill his or her duties as a sworn law enforcement officer for

the State of Arizona, including but not limited to conducting criminal investigations related to the assigned site or students (on and off of campus).

5.6. Require the SRO to provide the prescribed number of LRE hours as designated by AZDOE, the terms of the SSP Grant, the Guidelines, and the available staffing conditions. The SRO and Teacher assigned by AESD shall work together in the planning and delivery of the LRE.

5.7. The SRO may assist in developing programs and providing consultation regarding safety factors or how to handle volatile situations. Students will also be allowed to meet with the SRO(s) to discuss issues in a non-threatening environment.

5.8. Require the SRO to fully complete the weekly activity log as prescribed in the Guidelines. For grant compliance, the activity log shall include:

- Total hours of Universal LRE classroom instruction;
- Total hours of Cohort LRE classroom instruction;
- Teacher/subject
- Time spent per LRE lesson
- Total hours for planning and preparation
- LRE topic taught for each class
- Total time spent off campus; and
- Total hours for staff and school community training.

The activity log shall be turned into the Site Administrator and SRO Supervisor and be made available to ADE upon request.

5.9. Require the SRO and the SRO Supervisor to participate in annual training required for continued funding of the SSP Grant.

5.10. Invoice AESD for the costs related to conditions of employment, activities directly related to the school site or students (on and off campus), and one-time costs related to the initial placement of the SRO (as specified in section 4.3). The City shall assess a late fee of \$15 for invoices that are more than 30 days late.

5.11. Develop, in conjunction with AESD, a written document describing the chain of command for officers, administrators and law enforcement departments.

6. **INDEMNIFICATION**

Each Party to this Agreement (as "Indemnitor") agrees to defend, indemnify and hold harmless the other Party, and such Party's officers, officials, employees, agents, and directors (collectively, "Indemnitee") from and against any and all claims, demands, losses, liabilities,

causes of action and costs (including expert witness fees, attorneys' fees and costs of defense and appellate appeal) ("Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

The provisions of this Section 6 shall survive the termination of this Agreement.

7. **TERM**

This Agreement shall be effective as of 30th day of July, 2024 and shall terminate on the 30th day of June, 2025.

8. **TERMINATION**

Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party. Either Party may terminate this Agreement for cause upon fourteen (14) days' prior written notice (or such shorter notice that the notifying Party determines is necessary to protect the public health and safety) to the other Party that such Party has substantially breached its obligations under this.

If disposition of property is necessary upon termination of this Agreement, the property will be returned to the Party who originally purchased the property.

9. **DISPUTE RESOLUTION**

The Parties agree to work in good faith to attempt to resolve any disputes at a level nearest the school as possible. Any dispute should first be addressed at the site level between the SRO and school administration. If a resolution is not reached, the dispute should move through the process established by the SRO's department and AESD policy, to the extent possible. If the dispute is not resolved through elevation through all levels of those processes, the dispute shall be resolved through litigation.

10. **GENERAL**

10.1. **Amendment.** This Agreement may not be modified, except by written amendment, duly executed by both Parties.

10.2. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or

the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

10.3. 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 A.R.S. § 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 A.R.S. § 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."

10.4. Independent Contractor. The Parties acknowledge and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor. The AESD does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not AESD, 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. AESD and the City do not intend to nor will they combine business operations under this Agreement.

10.5. Conflict of Interest. Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

10.6. Incorporation. All recitals and appendices contained in this Agreement are hereby incorporated by this reference and made an integral part of it.

10.7. Governing Law. This Agreement shall be governed, construed and controlled according to the laws of the state of Arizona.

10.8. Waiver. It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of the right to demand performance of that or any other provision hereof at any time thereafter.

10.9. Severability. The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

10.10. Legal Fees, Costs and Expenses. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses, as determined by the court, and which shall be deemed to have accrued on the commencement of such action.

10.11. Notices. All notices or demands required to be given, pursuant to the terms of this contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to the City:

City of Avondale
Attn:

If to the School District:

Avondale Elementary School District No. 44
Attn:

A notice shall be deemed received on the date delivered if delivered by hand, , on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

10.12. Entire Agreement. This writing constitutes the entire Agreement between the Parties.

10.13. Assignment. Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Parties.

10.14. Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

10.15. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the

full force and effect of the original.

10.16. Captions. The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

10.17. Compliance with Immigration Laws. Pursuant to the provisions of A.R.S. § 41-4401, the Parties warrant that they are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.

The provisions of this Article must be included in any contract either Party enters into with any and all subconsultants or subcontractors who provide services under this Agreement. As used in this Section 10.15, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

10.18. Records and Audit Rights. All accounts, reports, files and other records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary and relating to this Agreement shall be kept for three (3) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other Party during that period.

10.19. Authority. The Parties hereby warrant and represent that each has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. The Parties further acknowledge having read this Agreement and understanding it, and do agree to be bound by it.

10.20. Non-Discrimination. The Parties agree that, in fulfilling the obligations set forth in this agreement, they shall not discriminate against any person on the basis of race, sex, color, national origin or ancestry, religion, age, disability, and genetic information. The Parties agree further to comply with Executive Order 2009-09, and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities.

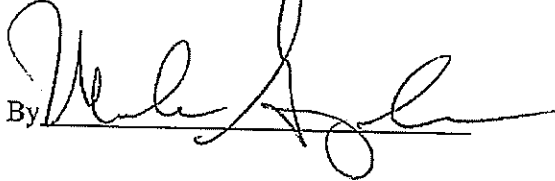
10.21. Confidentiality of Student Records. The Parties agree that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act ("FERPA"). The Parties acknowledge that during the term on this Agreement, the SRO shall be the designated law enforcement unit and shall also be considered as a "school official" who may, at times, have a "legitimate educational interest" in the educational records of

a student or students.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

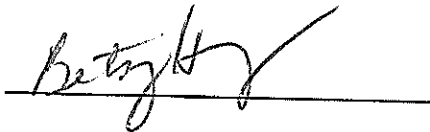
AVONDALE ELEMENTARY SCHOOL DISTRICT #44

By 

Mr. Mark Gonzales, Governing Board President

Date: August 20, 2024

ATTEST:

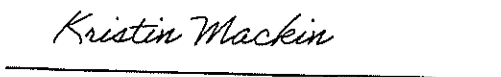


Dr. Betsy Hargrove, Superintendent

Date: August 20, 2024

APPROVAL OF ATTORNEY FOR THE SCHOOL DISTRICT

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



School District Attorney

Date 8/27/2024

CITY OF AVONDALE

Recommended by:

City Manager

Date

Approved and Accepted by:

Mayor

Date

Attest:

City Clerk

Date

APPROVAL OF ATTORNEY FOR THE CITY OF AVONDALE

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Avondale Attorney

Date

ITEM NUMBER: 4.c.

SUBJECT: Resolution 1094-0924 - Intergovernmental Agreement with Avondale Elementary School District #44, Avondale Middle School – School Resource Officer

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
 - The acceptance of this grant will allow School Resource Officers to be present at Michael Anderson Elementary and Avondale Middle Schools to provide a safer learning environment.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1094-0924, authorizing an Intergovernmental Agreement with the Avondale Elementary School District to share the cost of providing a School Resource Officer (SRO) at Avondale Middle School to provide a safer learning environment during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney 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 maintaining an SRO in the middle and elementary schools is beneficial for all involved. The Avondale Police Department has partnered with the Avondale Elementary School District since 2024 to provide a School Resource Officer for their schools.

The police department enjoys the benefit of having an SRO assigned to schools who can field most calls for service that a patrol officer would normally handle. Further, the SRO conducts follow-up on criminal investigations involving the students attending Avondale Middle School, which would 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 June 30, 2024, through July 30, 2025, for Avondale Middle 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 and serve as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's estimated costs and reimbursements are included in the FY2025 budget.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution to authorize an Intergovernmental Agreement between the Avondale Elementary School District and the City of Avondale to share the cost of providing a School Resource Officer (SRO) for Avondale Middle School during the 2024/2025 school year and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

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

RESOLUTION NO. 1094-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE AVONDALE ELEMENTARY SCHOOL DISTRICT RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AVONDALE MIDDLE SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Avondale Elementary School District relating to school resource officer services at Avondale Middle School for fiscal year 2024-2025 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 23, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1094-0924

[Agreement]

See following pages.

**INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF AVONDALE, ARIZONA
AND
THE AVONDALE ELEMENTARY SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) made this 30th of July, 2024 by and between the City of Avondale, Arizona, a municipal corporation (hereinafter referred to as the “City”), and the Avondale Elementary School District, a political subdivision of the State of Arizona (hereinafter referred to as “AESD”).

1. STATUTORY AUTHORITY

The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the City.

AESD is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the AESD.

2. BACKGROUND AND PURPOSE OF THE AGREEMENT

City and AESD desire to work in cooperation for the purpose of placing a School Resource Officer (“SRO”) at **Avondale Middle School** (“Campus”) grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, SROs maintain a visible presence on campus; deter delinquent and violent behaviors; and serve as an available resource to the school community.

3. SCHOOL SAFETY PROGRAM GRANT

The Parties agree and understand that AESD’s participation in this Agreement is funded through a School Safety Program Grant (“SSP Grant”) administered by the Arizona Department of Education (“ADE”). The Parties understand and acknowledge that SSP Grant Funds are conditioned upon the acceptance of each entity of the roles and responsibilities established by the School Safety Program Manual - School Resource Officer/School Safety Officer and Juvenile Probation Officer (“Guidelines”).

A copy of the Guidelines may be accessed through ADE’s School Safety Program website under “SSP Grantees” – “Program Requirements” or through this link: [FY25 SSP Guidelines & Manual](#). The Parties understand and agree that the Guidelines may be amended from time to time by ADE. This Agreement shall constitute the “Service Agreement” between the Parties as required by the Guidelines.

4. **AESD OBLIGATIONS**

AESD shall:

4.1. Accept the Guidelines of the ADE SSP grant.

4.2. Not interfere with the duties of the SRO as a sworn law enforcement officer.

4.3. Reimburse City for the annual costs related to the employment of the SRO, including but not limited to base salary, operational costs, benefits, training, and supplies. Payments may be issued from a combination of the amount allocated through the School Safety Program Grant ("SSP Grant") awarded to AESD by the Arizona Department of Education and other AESD budgeted funds. The grant does not provide funding for overtime.

Total estimated costs for FY 24 to AESD not exceed \$144,470.

4.3 Overtime. The grant does not provide funding for overtime. SROs must seek approval from the district level administration, and the appropriate Police Department supervisor before working on SRO-related overtime (i.e., those matters pertaining to the school, its students, or its employees). AESD shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions. The City shall pay one hundred percent (100%) of any SRO overtime that result from City-related activities (i.e., those matters that do not involve the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

4.4. Pay the City within 30 days of receipt of an invoice from the City. The requested payment will be for costs related to conditions of employment, activities directly related to the school site or students (on and off campus), and one-time costs related to the initial placement of the SRO (as specified in section 4.3). AESD shall pay late fees as established between the parties and set forth in this Agreement.

4.5. Assist SRO in developing programs and providing consultation regarding safety factors and how to handle volatile situations.

4.6. Provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform duties (i.e., telephone, desk, chair, filing cabinet, etc.).

4.7. Provide a complete copy of the grant application and award to the City upon annual state approval or as soon as the officer begins service at the site(s).

4.8. Establish a School Safety Assessment and Prevention Team that meets quarterly.

4.9. Require the school administrator to provide feedback regarding the SRO's performance at least twice per year. The school administrator shall share the feedback with the SRO's supervisor and chain of command.

4.10. Require the school administrator to meet formally with the SRO Supervisor at least once per semester.

4.11. Be responsible for administration of all school discipline.

4.12. Require a teacher to be present in the classroom at all times while the SRO implements or delivers any sort of demonstration, classroom instruction, or Law Related Education (LRE). The teacher and SRO shall work cooperatively in the planning and delivery of any such presentation.

4.13. Allow the SRO to attend any required training or mandatory City meetings.

4.14. Develop, in conjunction with the City, a written document describing the chain of command for officers, administrators, and law enforcement departments.

5. **CITY OBLIGATIONS**

The City shall:

5.1. Accept the Guidelines of the ADE SSP grant.

5.2. Assign an SRO to the AESD campus of **Avondale Middle School**. The assigned SRO shall satisfy the SRO Recommended Qualifications and Recommended Job Description as established by the Guidelines. The SRO is a member of the School Safety Assessment and Prevention Team.

5.3. Assign a supervisor for the SRO. The SRO supervisor shall work with the school administrator to oversee the SRO's performance, including but not limited to conducting site visits, and meeting with the school administrator at least once per semester. The SRO supervisor will be responsible for the SRO's compliance with his or her duties pursuant to the terms of this Agreement.

5.4. Require the SRO to provide services, on campus and in the community in an emergency, associated with keeping the school safe. The uniformed SRO shall be assigned on a full-time basis to the school campus in order to assist school administration with safety efforts and to serve as a possible deterrent to criminal activity. However, that this provision shall not be interpreted to prohibit training, off-site meetings, vacation, sick time, or other activities Pursuant to the ADE SSP Grant and Guidelines, full-time shall mean 40 hours per week.

5.5. Require the SRO to fulfill his or her duties as a sworn law enforcement officer for

the State of Arizona, including but not limited to conducting criminal investigations related to the assigned site or students (on and off of campus).

5.6. Require the SRO to provide the prescribed number of LRE hours as designated by AZDOE, the terms of the SSP Grant, the Guidelines, and the available staffing conditions. The SRO and Teacher assigned by AESD shall work together in the planning and delivery of the LRE.

5.7. The SRO may assist in developing programs and providing consultation regarding safety factors or how to handle volatile situations. Students will also be allowed to meet with the SRO(s) to discuss issues in a non-threatening environment.

5.8. Require the SRO to fully complete the weekly activity log as prescribed in the Guidelines. For grant compliance, the activity log shall include:

- Total hours of Universal LRE classroom instruction;
- Total hours of Cohort LRE classroom instruction;
- Teacher/subject
- Time spent per LRE lesson
- Total hours for planning and preparation
- LRE topic taught for each class
- Total time spent off campus; and
- Total hours for staff and school community training.

The activity log shall be turned into the Site Administrator and SRO Supervisor and be made available to ADE upon request.

5.9. Require the SRO and the SRO Supervisor to participate in annual training required for continued funding of the SSP Grant.

5.10. Invoice AESD for the costs related to conditions of employment, activities directly related to the school site or students (on and off campus), and one-time costs related to the initial placement of the SRO (as specified in section 4.3). The City shall assess a late fee of \$15 for invoices that are more than 30 days late.

5.11. Develop, in conjunction with AESD, a written document describing the chain of command for officers, administrators and law enforcement departments.

6. **INDEMNIFICATION**

Each Party to this Agreement (as “Indemnitor”) agrees to defend, indemnify and hold harmless the other Party, and such Party’s officers, officials, employees, agents, and directors (collectively, “Indemnitee”) from and against any and all claims, demands, losses, liabilities,

causes of action and costs (including expert witness fees, attorneys' fees and costs of defense and appellate appeal) ("Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

The provisions of this Section 6 shall survive the termination of this Agreement.

7. **TERM**

This Agreement shall be effective as of 30th day of July, 2024 and shall terminate on the 30th day of June, 2025.

8. **TERMINATION**

Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party. Either Party may terminate this Agreement for cause upon fourteen (14) days' prior written notice (or such shorter notice that the notifying Party determines is necessary to protect the public health and safety) to the other Party that such Party has substantially breached its obligations under this.

If disposition of property is necessary upon termination of this Agreement, the property will be returned to the Party who originally purchased the property.

9. **DISPUTE RESOLUTION**

The Parties agree to work in good faith to attempt to resolve any disputes at a level nearest the school as possible. Any dispute should first be addressed at the site level between the SRO and school administration. If a resolution is not reached, the dispute should move through the process established by the SRO's department and AESD policy, to the extent possible. If the dispute is not resolved through elevation through all levels of those processes, the dispute shall be resolved through litigation.

10. **GENERAL**

10.1. **Amendment.** This Agreement may not be modified, except by written amendment, duly executed by both Parties.

10.2. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

10.3. 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 A.R.S. § 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 A.R.S. § 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."

10.4. Independent Contractor. The Parties acknowledge and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor. The AESD does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not AESD, 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. AESD and the City do not intend to nor will they combine business operations under this Agreement.

10.5. Conflict of Interest. Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

10.6. Incorporation. All recitals and appendices contained in this Agreement are hereby incorporated by this reference and made an integral part of it.

10.7. Governing Law. This Agreement shall be governed, construed and controlled according to the laws of the state of Arizona.

10.8. Waiver. It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of the right to demand performance of that or any other provision hereof at any time thereafter.

10.9. Severability. The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

10.10. Legal Fees, Costs and Expenses. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses, as determined by the court, and which shall be deemed to have accrued on the commencement of such action.

10.11. Notices. All notices or demands required to be given, pursuant to the terms of this contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to the City:

City of Avondale
Attn:

If to the School District:

Avondale Elementary School District No. 44
Attn:

A notice shall be deemed received on the date delivered if delivered by hand, , on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

10.12. Entire Agreement. This writing constitutes the entire Agreement between the Parties.

10.13. Assignment. Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Parties.

10.14. Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

10.15. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

10.16. Captions. The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

10.17. Compliance with Immigration Laws. Pursuant to the provisions of A.R.S. § 41-4401, the Parties warrant that they are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.

The provisions of this Article must be included in any contract either Party enters into with any and all subconsultants or subcontractors who provide services under this Agreement. As used in this Section 10.15, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

10.18. Records and Audit Rights. All accounts, reports, files and other records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary and relating to this Agreement shall be kept for three (3) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other Party during that period.

10.19. Authority. The Parties hereby warrant and represent that each has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. The Parties further acknowledge having read this Agreement and understanding it, and do agree to be bound by it.

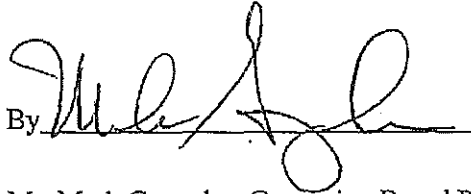
10.20. Non-Discrimination. The Parties agree that, in fulfilling the obligations set forth in this agreement, they shall not discriminate against any person on the basis of race, sex, color, national origin or ancestry, religion, age, disability, and genetic information. The Parties agree further to comply with Executive Order 2009-09, and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities.

10.21. Confidentiality of Student Records. The Parties agree that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act ("FERPA"). The Parties acknowledge that during the term on this Agreement, the SRO shall be the designated law enforcement unit and shall also be considered as a "school official" who may, at times, have a "legitimate educational interest" in the educational records of a student or students.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

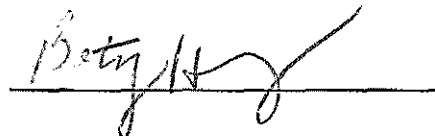
AVONDALE ELEMENTARY SCHOOL DISTRICT #44

By 

Mr. Mark Gonzales, Governing Board President

Date: August 20, 2024

ATTEST:

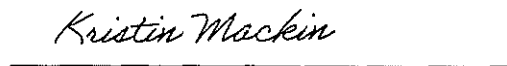


Dr. Betsy Hargrove, Superintendent

Date: August 20, 2024

APPROVAL OF ATTORNEY FOR THE SCHOOL DISTRICT

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



School District Attorney

Date 8/27/2024

CITY OF AVONDALE

Recommended by:

City Manager

Date

Approved and Accepted by:

Mayor

Date

Attest:

City Clerk

Date

APPROVAL OF ATTORNEY FOR THE CITY OF AVONDALE

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Avondale Attorney

Date

ITEM NUMBER: 4.d.

SUBJECT: Resolution 1095-0924 - Intergovernmental Agreement with the Salt River Pima Maricopa Indian Community

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Kirk Beaty, Director of Public Works
Corey Larriva, Director of Parks, Recreation & Libraries

THROUGH: Tracy Stevens, Assistant City Manager, (623) 333-1014
Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.
 - Natural Resources and Open Spaces - Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.
-

PURPOSE:

City Council will consider a request to adopt Resolution 1095-0924, approving an Intergovernmental Agreement with the Salt River Pima Maricopa Indian Community ("SRPMIC"), allowing the SRPMIC to remove and take possession of invasive vegetation in 21 acres of city property in the Agua Fria Riverbed near Festival Fields Park and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In March 2024, the City of Avondale was awarded the Healthy Forest Initiative Grant in the amount of \$140,000 from the State of Arizona's Department of Forestry and Fire Management. The purpose of the grant is to remove the invasive plant species of Salt Cedar (tamarisk) and stinknet from the Agua Fria Riverbed. Removal of the invasive plant species will improve the general environmental conditions of the site as well as reduce wildfire risk to nearby Festival Fields Park.

A key feature of this grant project is the innovative partnership between Avondale and the SRPMIC. Recognizing the cultural significance of Salt Cedars to SRPMIC, an Intergovernmental Agreement is proposed that allows SRPMIC to harvest the Salt Cedars that can be used for cultural purposes prior to eradication by a city-hired contractor.

DISCUSSION:

Staff is seeking approval of a resolution to accept the Intergovernmental Agreement between the City of Avondale and Salt River Pima Maricopa Indian Community to remove Salt Cedar trees from the project site of the invasive species grant awarded to the City of Avondale by the State of Arizona Department of Forestry & Fire Management.

BUDGET IMPACT:

The acceptance of this IGA will not have financial impact on the City. SRPMIC has agreed to remove the Salt Cedar trees as in-kind contribution towards the grant.

RECOMMENDATION:

Staff recommends approval of a resolution to accept the Intergovernmental Agreement between the City of Avondale and Salt River Pima Maricopa Indian Community to remove Salt Cedar tamarisk from the project site of the invasive species grant awarded to the City of Avondale by the State of Arizona Department of Forestry & Fire Management.

Contact person for document distribution:

RESOLUTION NO. 1095-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SALT RIVER PIMA MARICOPA INDIAN COMMUNITY RELATING TO THE REMOVAL OF INVASIVE VEGETATION.

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

SECTION 1. The Intergovernmental Agreement with the Salt River Pima Maricopa Indian Community relating to the removal of invasive vegetation: Tamarisk trees and Stinknet plants (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 23, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
RESOLUTION NO. 1095-0924

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SALT RIVER PIMA MARICOPA INDIAN COMMUNITY**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into this date _____, 2024, pursuant to the ARIZ. REV. STAT. § 11-951 through 11-954, as amended, between the CITY OF AVONDALE, an Arizona municipal corporation (the “City”) and the SALT RIVER PIMA MARICOPA INDIAN COMMUNITY, a federally recognized Indian Tribe, (the “SRPMIC”). The City and the SRPMIC will be collectively referred to as “the Parties”.

RECITALS

A. The City is empowered by Avondale City Charter and Arizona Revised Statutes Section 11-951, et. Seq. to enter into this Agreement; and

B. The SRPMIC is empowered by the SRPMIC Constitution, Article VII, § 1(h) to enter into this Agreement; and

C. The City owns real property in the Agua Fria Riverbed that has become infested with the invasive species of Tamarisk trees and Stinknet plants (the “invasive vegetation”). The invasive vegetation creates a wildland fire hazard to adjacent property and outcompetes native vegetation, which is relied upon for food by native herbivores. The City has determined that removal of the invasive vegetation will improve environmental conditions and significantly reduce the wildfire fire risk to the City’s Festival Fields Park and other adjacent property; and

D. Such real property lies within the boundary of the City and has been selected by the City; the real property is approximately 21 acres; and

E. The SRPMIC desires to remove and take possession of the invasive vegetation; and

F. The interest of the SRPMIC is to acquire the invasive vegetation for the benefit of residents of the SRPMIC; and

G. For the work contemplated under this Agreement, the City has prepared a Scope of Work incorporated in this Agreement and attached as Exhibit A, an In-Kind Labor time log incorporated in this Agreement and attached as Exhibit B, and the grant application incorporated in this Agreement and attached as Exhibit C.

AGREEMENT

NOW THEREFORE, in consideration of the mutual Agreement and the foregoing recitals expressed above, the Parties agree as follows:

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual unless assumed by another competent entity. Further, this Agreement may be canceled by either party at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the SRPMIC shall have no further obligations under this Agreement.

2. The SRPMIC assumes no financial obligation or liability under this Agreement for any work performed in the Project by any other party. The City assumes full responsibility for the plans, specifications, reports and the performance of the work. The SRPMIC hereby agrees to hold harmless and indemnify from loss the City, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any negligent acts or omissions by the SRPMIC, any of its departments, agencies, officers and employees, or its independent contractors, including in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of the Project and pre-project work covered by this Agreement is to be borne by the City with the grant received from ADFFM as the source of funding. The local match for the Project shall be the time and labor provided by the SRPMIC.

4. This Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.

5. This Agreement may be canceled in accordance with ARIZ. REV. STAT. § 38-511.

6. All books, accounts, reports, files and other records of either party relating to this Agreement shall be subject at all reasonable times to inspection and audit by the other party until five years after the date the Project is completed. Such records shall be available for inspection upon five business days notice at the offices of the party in possession of the records.

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in ARIZ. REV. STAT. § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

If to Avondale: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323-6809
Attn: Ron Corbin, City Manager

With copy to: Office of the City Attorney
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323-6809
Attn: Nicholle Harris, City Attorney

If to the SRPMIC: Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, Arizona 85256
Attn: Joshua Sciacca, Public Works Director

With a copy to: Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, Arizona 85256
Attn: Jennifer Giff, General Counsel

11. In accordance with ARIZ. REV. STAT. § 11-952(D), this agreement has been reviewed and approved by each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

SALT RIVER PIMA MARICOPA INDIAN
COMMUNITY

By _____
Kenneth Weise, Mayor

By _____
Martin Harvier, President

ATTEST:

By _____
Marcella Sarmiento (Carrillo)
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the CITY OF AVONDALE and the SALT RIVER PIMA MARICOPA INDIAN COMMUNITY pursuant to ARIZ. REV. STAT. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City of Avondale.

DATED this _____ day of _____, 2024.

Nicholle Harris, City Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
FOR
INVASIVE VEGETATION REMOVAL FROM CITY OF AVONDALE PROPERTY

[Scope of Work]

A. The City will:

1) Submit an application to the Arizona Department of Forestry and Fire Management (ADFFM) containing the above-mentioned work with the recommendation that it be approved for funding. As the City has now received the grant, it desires to proceed with the Project as outlined in the Scope of Work. The Work will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans as set forth in the Scope of Work and the submitted application (hereinafter the "Project").

2) Upon approval by ADFFM, the City shall enter into the Agreement for the removal of the invasive vegetation by the SRPMIC in accordance with the Scope of Work and the submitted application.

3) After completion of the Project by the SRPMIC, it is the intent of the City to enter into an agreement with a vendor to apply chemical treatment to the left over remnants of the invasive vegetation (i.e. tree stumps, etc.) to prevent their regrowth.

4) After completion of the Project by the SRPMIC, the City will enter into a contract for the amount of grant funding provided by ADFFM for the removal and eradication of any remaining invasive vegetation within the project area.

5) The City will provide the SRPMIC and its vendors a temporary access easement to access the subject area to perform the Project.

6) Upon completion of the work and receipt of time records from SRPMIC, the City will provide the SRPMIC with a Certificate of Completion for the Project.

B. The SRPMIC will:

1) Upon execution of this Agreement, provide the City with a schedule for access and removal of the invasive vegetation as defined by the Project.

2) Maintain accurate records of the amount of labor expended for the removal of the invasive vegetation in a manner that will permit it be used as an in-kind contribution for meeting the conditions for funding from ADFFM. An In-Kind Labor Time Log has been provided in Exhibit B. This log shall be completed by SRPMIC and submitted to Avondale within 30 days of performing the tamarisk removal.

3) Be entirely responsible for all costs incurred in performing and accomplishing the Project as set forth in this Agreement.

4) Leave the project area in sufficient condition for the City's vendor to access the area for the removal and eradication of any remaining vegetation within the project area after completion of the Project.

5) Leave sufficient portions of the invasive vegetation in the Project area to enable City's vendor to apply chemical treatment to stop and eradicate further growth of the invasive vegetation as set forth in the Project.

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
FOR
INVASIVE VEGETATION REMOVAL FROM CITY OF AVONDALE PROPERTY
[In-Kind Labor Reporting Form]

In-Kind Labor Time Log							
Project Name: City of Avondale - Tamarisk and Stinknet removal					Grant Number: HFI 23-309		
* The allowable rate for removal of the vegetation is \$20/hour. Other allowable labor rates must be verified with the Avondale grant program coordinator.							
PRINTED Name	Job Performed	Start Time	End Time	Total Hours	Allowable Rate	Total	Signature
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
					\$ 20.00	\$	
Total value of In-Kind Lbor time:					\$		
SRPMIC Program Coordinator:				Signature of SRPMIC Coordinator:		Date:	
By signing above, the SRPMIC program coordinator certifies that the hours and charges submitted have been verified with all field related work.							

EXHIBIT C
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
FOR
INVASIVE VEGETATION REMOVAL FROM CITY OF AVONDALE PROPERTY

[Submitted Application – Tamarisk and Stinknet removal]

See following pages.

Grant Agreement No. HFI 23-309
Healthy Forest Initiative Grant Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), City of Avondale (UEI #GDTNM5BLN9Y4), pursuant to authorities granted under Arizona Revised Statute 37-1302.

I. PURPOSE OF AGREEMENT

State Forestry is the recipient of funds provided by the State of Arizona for the purpose of hazardous vegetation mitigation projects within the State of Arizona.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, with fire prevention, critical infrastructure protection, and forest and watershed restoration. This agreement is a sub-award of these State funds.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2024** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **90%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (State Forestry grant portion) **shall not exceed \$140,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of State funds. Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program for actual costs incurred on project work. Support documentation must show dates and amounts of all expenses (See Attachment D).

Reimbursement for purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. The Sub-grantee shall, upon request of the State, participate with State personnel in performing interim and/or final inspections.

IX. PROCUREMENT REQUIREMENTS

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar

activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting; see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of the grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. MAPPING (CHECK ONE) X Required Not Required

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 33.413655 Longitude (x-coordinates) -112.352322

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

XII. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring all permits required by applicable federal, state, and local jurisdictions, prior to treatment. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XIII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Dominic DeCono
Senior Management Analyst – Parks and Recreation
11465 W. Civic Circle Drive
Avondale, AZ 85323
623-333-2419
ddecono@avondaleaz.gov

Secondary Sub-grantee Contact:

Katrece Swenson
Senior Management Analyst – Public Works
11465 W. Civic Circle Drive
Avondale, AZ 85323
623-333-4473
kswenson@avondaleaz.gov

Principal Arizona State Forestry Contact:

Willie Sommers
Invasive Plant Program Coordinator
1110 W. Washington Street, Suite 500
Phoenix, AZ 85007
602-319-6818
wsommers@dffm.az.gov

XIV. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
John Richardson Assistant State Forester for Forestry Programs Arizona Department of Forestry and Fire Management 1110 W. Washington, Suite 500 Phoenix, AZ 85007 602-771-1420 jrichardson@dffm.az.gov	Dominic DeCono Senior Management Analyst – Parks and Recreation 11465 W. Civic Circle Drive Avondale, AZ 85323 623-333-2419 ddecono@avondaleaz.gov

XV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XVI. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVII. ATTACHMENTS

The following Attachments are part of this Agreement:

- A.** Project Application
- B.** Detailed Project Plan
- C.** General Provisions
- D.** Documentation of Expenses
- E.** Quarterly Report and Reimbursement Forms

XVIII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY

Arizona Department of Forestry
and Fire Management.
1110 W. Washington, Suite 500
Phoenix, AZ 85007

ACCEPTED BY SUB-GRANTEE

City of Avondale
11465 W. Civic Circle Drive
Avondale, AZ 85323


Signature

Thomas A Torres
Print or Type Name

Arizona State Forester

Date: ~~4/9~~ 4/9/24

Ron Corbin
Ron Corbin (Mar 26, 2024 07:44 PDT)
Signature

Ron Corbin
Print or Type Name

City Manager
Title

Date: Mar 26, 2024

ATTEST:




Signature
John Richardson

Print or Type Name

Assistant State Forester for Forestry Programs

Date: 4/9/2024



ATTACHMENT A

**Project Application
(Cover Sheet)**

Applications: A14 - City of Avondale - Tamarisk and Stinknet removal

Profile

ddecono@avondaleaz.gov

1. Application/Project Title (100 character max)

A14 - City of Avondale - Tamarisk and Stinknet removal

2. Organization Name (100 character max)

A14 - City of Avondale

3. Project Lead (100 character max)

Dominic DeCono and Katrece Swenson

4. Program/Project Congressional District (check all that apply)

7

5. Program/Project Legislative District (check all that apply)

22

6. Target Species (100 character max)

Tamarisk and Stinknet

7. Acres to be Treated (Number)

21

8. Treatment Polygon (Yes/No)

Yes

9. Match Contribution (Number)

10

10. Grant Theme (0-10 points, 1,000 character max)

Removing the tamarisk and stinknet from along the Agua Fria Riverbed will positively impact the plant and animal habitat impacted by the overgrowth of these highly invasive plant species. Tamarisks have high water requirements and can dominate native species due to their deep root systems. As a fast-growing plant, stinknet can quickly outcompete native vegetation. The reduction in native plant diversity can have cascading effects including reducing the quantity and quality of available food for herbivores and potentially impacting their populations and the predators that rely on them. Additionally, due to their dense growth and high flammability both these species present a very high fire risk.

Although the tamarisk overgrowth is significant, the impacted area has a variety of native plant species present (such as mesquite) and elimination of the tamarisk should not put any vulnerable species, such as the endangered Southwestern Willow Flycatcher, at additional risk.

11. Project Overview and Area Description (0-15 points, 2,000 character max)

Festival Fields is a public park owned by the City of Avondale that lies along the Agua Fria River. The project area is along the dry riverbed located directly south of the park which has a significant overgrowth of tamarisk and stinknet.

Through an integrated combination of mechanical, biological, cultural, and chemical efforts, these two invasive plant species will be eradicated from the impacted site. Removal will have a variety of ecological and safety benefits for the area. Due to their high-water usage, removal of tamarisks allows more water availability in the ecosystem. Removal of stinknet provides less competition for native plants.

From a safety perspective, removal will significantly decrease fire risk to Festival Fields and adjacent properties within the City of Avondale. Wildfires are a concern as the City has a significant wildland/urban interface area with approximately 42% of Avondale's footprint consisting of open and undeveloped space, much of which is native desert. In Avondale, the number of brush fires almost tripled between 2018 and 2021, increasing from 28 to 84 fires annually. Multiple City neighborhoods are located north and west of the project area, making the community vulnerable to impacts from wildfires originating from the project site.

The City of Avondale has only recently developed the property to the north of where the species are impacting the riverbed and has not made any previous effort to control the invasive species.

12. Project Goals and Objectives (0-10 points, 1,000 character max)

The ultimate goal of this project is to have 100% elimination of tamarisk and stinknet in the affected area. Removing these species and treating regrowth will help the area recover from the negative environmental impacts associated with these invasive plant species and reduce fire risk.

The total area to be treated is approximately 21 acres and will cost approximately \$7,100 per acre for initial treatment, three years of post-treatment, and planting of native species.

An additional objective of this project is to support the cultural uses of tamarisks by indigenous communities. The City of Avondale will be partnering with the Salt River Pima-Maricopa Indian Community to facilitate the harvesting of trees for use in cultural ceremonies prior to full eradication from the site.

The last objective of this project is to repurpose a portion of the impacted site for future recreational and educational purposes.

13. Scope of Work (0-15 points, 2,500 character max)

The City of Avondale will solicit a bid request for a state-qualified vendor that can treat both stinknet and Tamarisk. The City of Avondale will also enter into an Intergovernmental Agreement with the Salt River Pima-Maricopa Indian Community to facilitate tamarisk harvesting and removal.

Once the tribal nation has removed the trees that can be used for cultural purposes such as burials and other spiritual ceremonies, the selected vendor will begin treatment and removal. The process to remove the tamarisk may include masticating, mulching, and/or hauling the tamarisk slash from the affected area. The vendor will also provide chemical treatment to prevent and control additional growth in the spring following initial treatment. In order to treat and eliminate the stinknet the vendor will use a chemical application applied before stinknet flowers.

Native species will be planted and reseeded throughout the treatment area. In the portion of the treatment area that may be used for future recreation purposes, the native plants will be strategically planted so they may be incorporated into future plans. The City will work with the awarded vendor to develop a plan for selecting species and locations for reseeded/replanting as well as in developing a long-term integrated weed management plan. There will be no environmental clearances needed for this project.

14. Project Timeline (0-10 points, 1,000 character max)

If awarded, the following timeline for the project would be as follows:

Early November 2023 – Avondale enters into agreement with State to accept grant.

Early November 2023 – Avondale enters into agreement with Salt River Pima-Maricopa Indian Community to remove tamarisk from site.

Early November 2023 – Project is bid out to qualified vendors.

Late November 2023 – Representatives of the Salt River Pima-Maricopa Indian Community harvest tamarisk from site.

Late November 2023 – City awards vendor(s) bids on the project.

December 2023 – Vendor(s) begin masticating tamarisk and treating stinknet.

January 2024 – 100% of tamarisk and 50% stinknet treated and/or removed from site.

March 2024 – 100% of stinknet treated and removed from the Identified site.

May 2024 – Chemical treatment to tamarisk growth.

Fall 2024 – Planting of native species. Vendor inspection and chemical treatment of regrowth.

2025-2027 - Site inspections and chemical treatment of any regrowth in Fall and Spring.

15. Collaborative Elements and Partners (0-10 points, 1,000 character max)

The City of Avondale will collaborate with the Salt River Pima-Maricopa Indian Community to remove the tamarisks that the entity wishes to take from the site. They will be a technical partner in this process as they will help assist with the partial removal of the tamarisk from the afflicted site. They are also a financial partner in that their efforts have been included as in-kind contributions.

Additionally, the City of Avondale will work with the awarded vendor to treat and remove the tamarisk and stinknet from the site and develop a long-term integrated weed management plan. The awarded vendor will be a technical partner in the project as the City of Avondale will be the primary financial partner for the project.

16. Evaluation Plan (0-10 points, 1,000 character max)

Short Term success for the project will be determined if the tamarisk and stinknet can be 100% removed from the afflicted site with minimal regrowth in the first 12 months following initial treatment.

Long Term success for the project will be determined if both species have been completely eliminated with no need for additional post-treatments 3 years following the initial treatment.

17. Sustainability Plan (0-10 points, 1,000 character max)

Avondale's long-term plan is to have the afflicted site incorporated into the existing park for recreational and educational purposes, the City has a vested interest in ensuring that the recreational site is free of invasive plant species. Monthly inspections of the impacted property will be conducted by the Parks and Recreation and Public Works Departments for the first 3 years post-treatment to identify and address any regrowth or any new invasive plant species. Then a twice a year inspection will occur so that any regrowth can be identified and treated.

The City will work with the vendor to develop a long-term integrated weed management plan. As part of the grant application, the City of Avondale is requesting funding for chemical and/or mechanical retreatment for the first two years following initial treatment (three years total). The City will conduct additional retreatment for the following 1-2 years as needed and/or determined by the long-term integrated weed management plan.

Upload Budget Form

Invasive Species Grant Budget Doc_KS 7.25.23.docx

Upload Project Overview Map

Invasive Species Map Overview with Key (updated).pdf

Upload Letters of Support (Optional)

Avondale Letter of support 07172023.pdf

Average Score**# of Reviews**

0

of Denials

0

Applications: File Attachments

Upload Budget Form

Invasive Species Grant Budget Doc_KS 7.25.23.docx

Upload Project Overview Map

Invasive Species Map Overview with Key (updated).pdf

Upload Letters of Support (Optional)

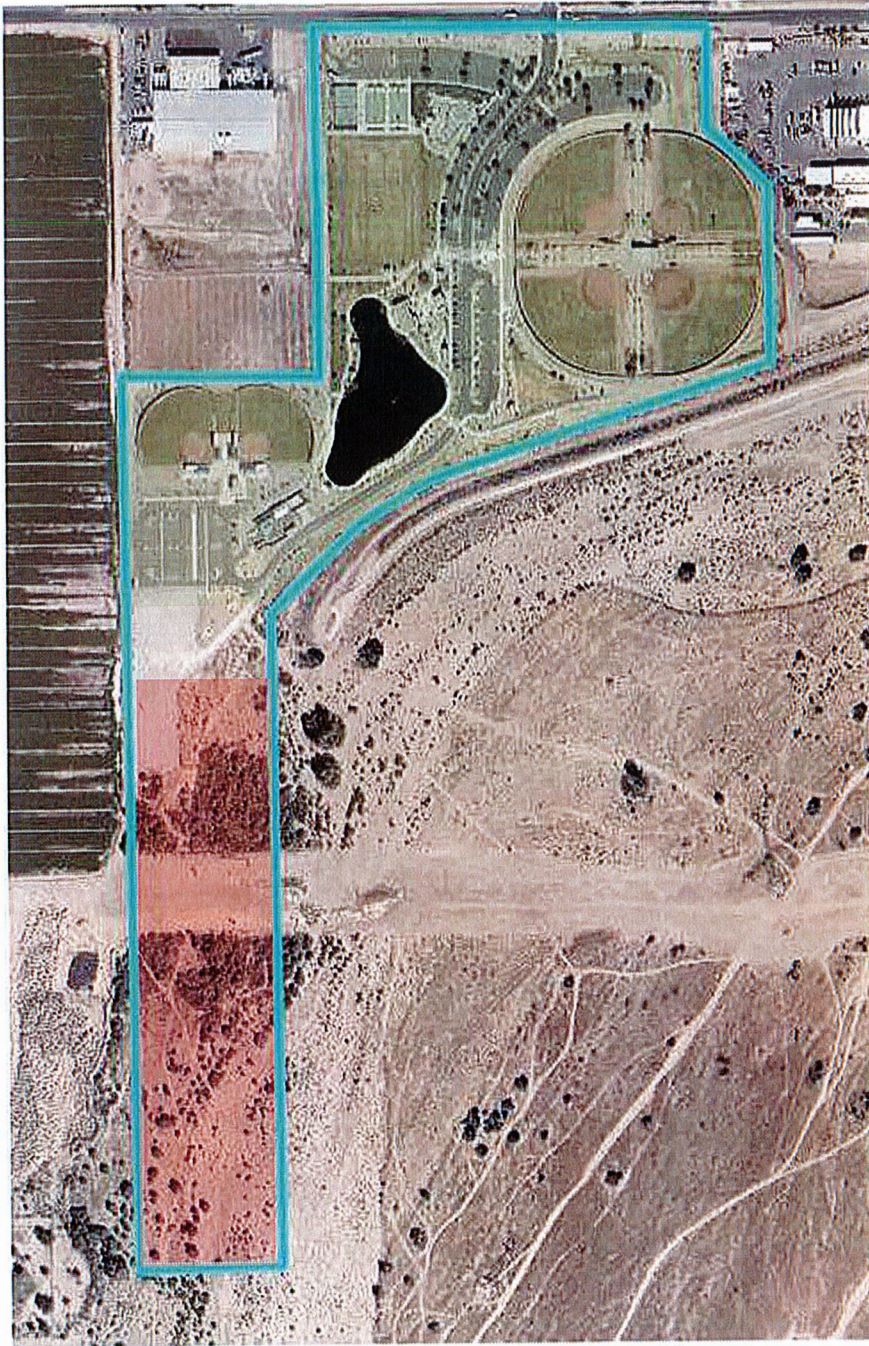
Avondale Letter of support 07172023.pdf

Project: City of Avondale - Invasive Plant Species Removal

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$143,100	\$13,020	\$2,880	\$159,000
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$143,100	\$13,020	\$2,880	\$159,000

Budget Narrative
Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match. The contractual costs include all costs from the vendor, including administrative costs and taxes, labor wages and benefits, equipment and supplies, and travel. Estimated contractual cost breakdown: - Tamarisk mastication cost = \$84,000 (\$4,000/acre x 21 acres) - Chemical and/or mechanical treatment of Tamarisk regrowth = \$20,000 (6-8 seasonal/as needed treatments over 3 years) - Chemical treatment of stinket (including pre-emergent and post-emergent herbicides) = \$15,000 (6-8 seasonal/as needed treatments of approximately over 3 years) -Purchase and replanting/reseeding of native species = \$40,000 In-kind contributions include the labor costs associated with the Salt River Pima-Maricopa Indian Community's removal of the tamarisk trees. Based on an initial survey, it is estimated that removal will take 9 individuals approximately 16 hours to remove the trees that can be used for cultural purposes. Vendor estimates project labor costs for treatment and removal of the plant species at approximately \$20/hour. Using these data, the total in-kind contribution is valued at \$2,880

City of Avondale - Invasive Plant Species Removal



- Entire 56-Acre Area Referenced in Application
- Festival Fields Park
- 21-Acre Treatment Area



Salt River
PIMA-MARICOPA INDIAN COMMUNITY
PUBLIC WORKS DEPARTMENT

10005 E. OSBORN RD. /SCOTTSDALE, ARIZONA 85256-9722/PHONE (480) 362-5600



07/17/2023

Arizona Department of Forestry and Fire Management
1110 West Washington St #500
Phoenix, AZ 85007

Subject: Letter of Support, Invasive Plant Grant

To whom it may concern,

On behalf of Salt River Pima-Maricopa Indian Community, I am pleased to express my support for Avondale's Invasive Plant Grant Application.

Due to environmental impacts, efforts are being made across the Southwest to control and remove salt cedars (also known as tamarisk) in areas where they have become invasive. Although removal may be important from an ecological perspective, it is important to consider the cultural and traditional uses of salt cedars by indigenous communities.

Salt cedars hold immense cultural value for the Salt River Pima-Maricopa Indian Community. The trees are carefully selected and harvested for use in traditional ceremonies. The use of salt cedars in these ceremonies is deeply rooted in the community's cultural and religious beliefs.

It is the intention of the Salt River Pima-Maricopa Indian Community to survey the area identified in this grant application and remove the salt cedars that can be used for cultural purposes prior to eradication.

By approaching the removal of salt cedars in a collaborative and culturally sensitive manner, it is possible to find a balance that respects both the ecological concerns and the cultural traditions associated with these trees.

Thank you for your consideration of this funding opportunity.

Sincerely,

Dawn A. Sinoqui
Director
Salt River Pima-Maricopa Indian Community
Public Works Department

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

City of Avondale – Tamarisk and Stinknet Invasive Plant Removal

Narrative

The City of Avondale will procure the services of a qualified contractor to do substantial removal of tamarisk (*Tamarix* spp., salt cedar) and stinknet (*Oncosiphon pilulifer*) on 21 acres of property directly south of Festival Fields Park. At present, the property has a dense buildup of mostly nonnative vegetation, which is at risk of wildfire. The Parks and Recreation Department will be responsible for planning, procurement, hiring, monitoring measurable objectives, outreach, overseeing fieldwork, conducting inspections and following up with the Department of Forestry and Fire Management on all reporting.

Current Vegetation

Located along the edge of the Agua Fria River, the current vegetation is composed of dense trees, shrubs, and forbs. Many of these are nonnative, invasive plants and/or state-listed noxious weeds. Below is a list of some of the more common native and nonnative, invasive species.

Trees – Athel tamarisk (nonnative, invasive), Blue Palo Verde (native), Mesquite (native), Mexican Palo Verde (native, but considered an invasive weed)

Shrubs – Desert broom (native), Brittlebush (native), Tree tobacco (nonnative, invasive), Salt cedar tamarisk* (nonnative, invasive)

Forbs – Desert Globe mallow (native), Saharan mustard* (nonnative, invasive), Stinknet* (nonnative, invasive), Russian thistle or tumbleweed (nonnative, invasive)

*Arizona state-listed noxious weed (<https://agriculture.az.gov/pestspest-control/agriculture-pests/noxious-weeds>)

Objectives

The objective of this project is 100% removal of Athel and salt cedar tamarisk and stinknet in the 21 acres of affected area. The City of Avondale, in partnership with the Salt River Pima-Maricopa Indian Community (SRPMIC), will do a two-step process for removal at the site. SRPMIC will do substantial salt cedar tamarisk removal in step one, and a licensed contractor will complete Athel and salt cedar tamarisk and stinknet removal in step two.

To ensure the area will remain clear of these invasive plant species, the City of Avondale will utilize city funds/staff to conduct monthly inspections and perform chemical treatments as needed through the use of a licensed vendor. This will be done through a long-term integrated weed management plan for the property. The retention of native plant species will assist in the passive revegetation of the site.

Treatment Plan

The treatment plan for this project is as follows:

- Hand cutting of Athel and salt cedar tamarisk to ground level by a hand crew using chainsaws.
- Hand cutting of Mexican Palo Verde to ground level by a hand crew using chainsaws.
- Keeping native trees such as Blue Palo Verde and Mesquite, which will be identified through orange flagging tied to the branches.

- Keeping native shrubs such as desert broom and brittlebush for pollinator habitat.
- Disposing of the Athel and salt cedar tamarisk and other slash by having it chipped into a roll-of dumpster for hauling away.
- Standing dead stinknet will also be removed and placed into a roll-of dumpster for disposal.
- Chemical (herbicide) treatment of tamarisk regrowth and pre-emergent herbicide application to prevent stinknet and Saharan mustard growth.

Timeline

Project duration: February 2024 to December 31, 2024

Below is the project timeline for the invasive plant removal:

February 2024 – City of Avondale agrees with State to accept the grant.

February 2024 – City of Avondale enters into an agreement with Salt River Pima-Maricopa Indian Community to remove tamarisk from the site.

February 2024 - City awards contractor(s) bids on the project.

Late February 2024 – Representatives of the Salt River Pima-Maricopa Indian Community harvest tamarisk from the site.

March 2024 – Contractor(s) begin hand cutting and chipping tamarisk and removing stinknet

Late March 2024 – Contractor(s) are to have 50% of tamarisk and stinknet treated and/or removed from the site.

April 2024 – Contractor(s) are to have 100% of tamarisk and stinknet treated and removed from the project site.

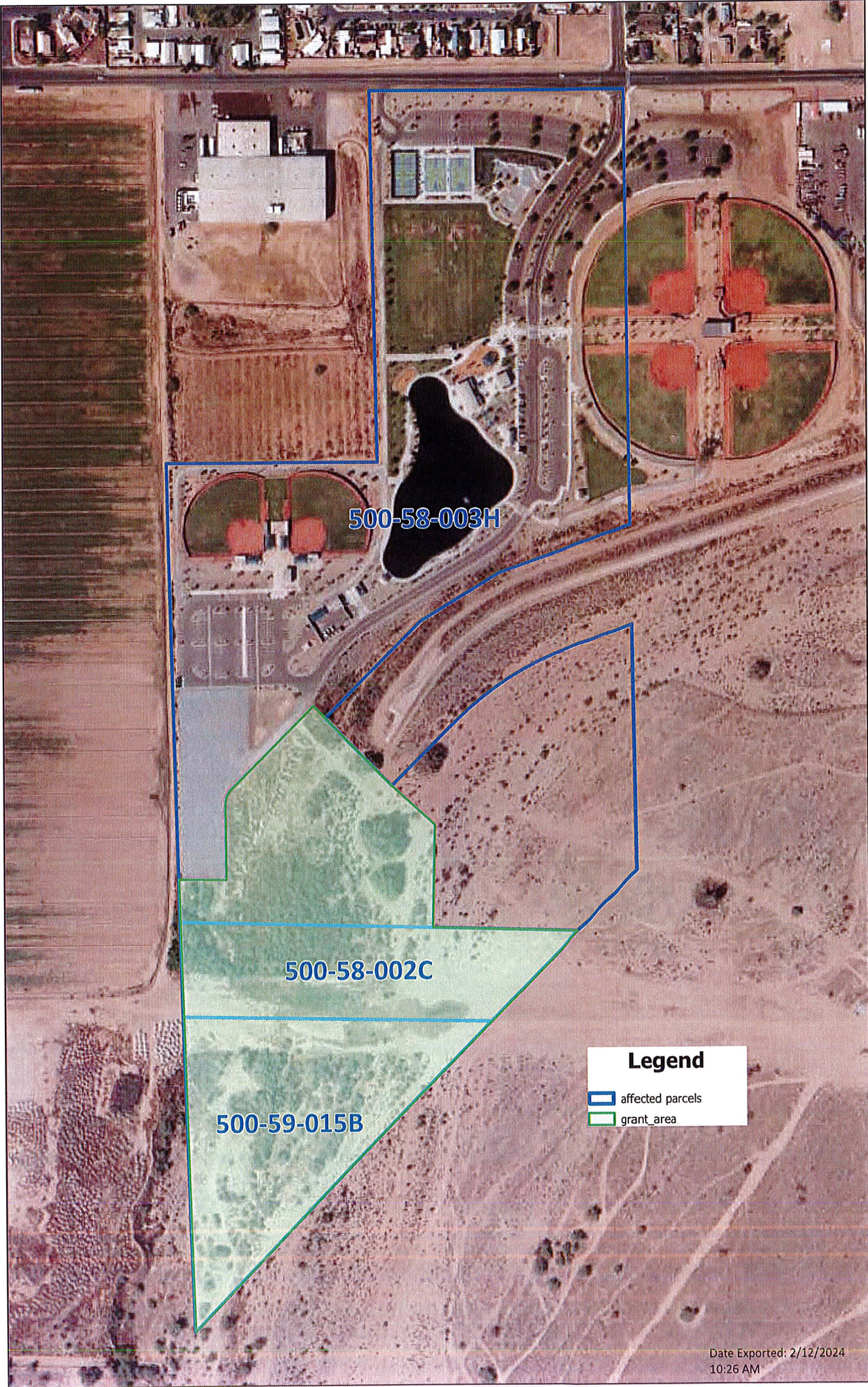
Late November / early December 2024 – Contractor applies foliar herbicide treatment to tamarisk re-sprouts and applies pre-emergent herbicide for extended stinknet and other weed control.

Arizona Department of Forestry and Fire Management – Project Budget Worksheet

Project: City of Avondale - Tamarisk and Stinknet Invasive Plant Removal

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Match % 10	Match Total \$ 15,880	
		Dollars	In-Kind	
Administrative Labor:				\$ 0
Project Labor:			\$ 2,880	\$ 2,880
Travel:				\$ 0
Equipment:				\$ 0
Supplies:				\$ 0
Contractual:	\$ 140,000	\$ 13,000		\$ 153,000
Other1:				\$ 0
Other2:				\$ 0
TOTAL:	\$ 140,000	\$ 13,000	\$ 2,880	\$ 155,880

Budget Narrative	
Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed). Contractual: The contractual costs include all costs from the contractor, including administrative costs and taxes, labor wages and benefits, equipment and supplies, and travel. Estimated contractual cost breakdown: - Tamarisk removal cost for hand cutting and chipping = \$136,500 (\$6,500/acre x 21 acres) - Chemical treatment of tamarisk regrowth and chemical treatment of stinknet with a pre-emergent herbicide = \$13,650 (\$650/acre x 21 acres) - Roll off dumpsters for chipped tamarisk = \$2,850 Grant share = \$140,000 and dollars match = \$13,000 Project Labor: In-kind match contributions include the labor costs associated with the Salt River Pima-Maricopa Indian Community's removal of the tamarisk trees. Based on an initial survey, it is estimated that removal will take 9 individuals approximately 16 hours to remove the trees that can be used for cultural purposes. Vendor estimates project labor costs for treatment and removal of the plant species at approximately \$20/hour. Using these data, the total in-kind contribution is valued at \$2,880 (9 individuals x 16 hours x \$20/hour = \$2,880).	



ATTACHMENT C

General Provisions

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the appropriate accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

HATCH ACT

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

NEPA

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 2009-09 and any other federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ARBITRATION

To the extent required by A.R.S. §12-1518 and 12-133, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either 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 a consultant to any other party of the contract with respect to the subject matter of the contract.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

NON-AVAILABILITY OF FUNDS

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

PUBLICATION REQUIREMENTS

ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management in any publications, audiovisuals, and electronic media developed as a result of this award.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for *actual costs incurred*. Actual costs may vary slightly from the project plan budget, but must be used to calculate final reimbursement amounts. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated on the “Grant Reimbursement Form” (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing \$5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, canceled checks, signed receipts, or official payroll records. Examples include:

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
 - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
 - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
 - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included.
Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
 - Required documentation should include some combination of: payment receipts, timesheets, payroll records (paystubs), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.
 - Required documentation will include original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.
 - Required documentation should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel** - may include mileage reimbursement
 - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate
 - Documentation should include invoices and proof of payment, receipts, or equipment logs.
 - If using FEMA or negotiated CFRA rates, the non-emergency rate (½ of negotiated rate) must be used.
 - Take into consideration that if the rate provided is a "Wet Rate," it already includes fuel and maintenance for the equipment.
- **Other**
 - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
 - **Indirect Costs** – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
 - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
 - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget. If the NICRA is greater than 10%, anything above this is allowable as match only.
 - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of dollars expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
 - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
 - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.
- **In-kind Contributions** - includes the use of the sub-grantees's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
 - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.
- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
 - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
 - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL		
Project Objectives	Total Project Goal	Previously Reported	+ Current Quarter	= Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.

(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made **THIS QUARTER** in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the **OVERALL** measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



Arizona Department of Forestry and Fire Management

Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:
Organization Name: Match %:
Total Grant Amount: Total Match Required:
Grant Expiration/End Date: (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
		\$0.00

This Reimbursement Period: (Period Start / End dates)

Item	Reimbursable Costs	Match	Total
Administration			\$0.00
Personnel			\$0.00
Contracted Services			\$0.00
Supplies			\$0.00
			\$0.00
			\$0.00
			\$0.00
Volunteer time	N/A		\$0.00
In-Kind Contributions	N/A		\$0.00
Total:	\$0.00	\$0.00	\$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
\$0.00	\$0.00	\$0.00

*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

Authorized Signature Title Date

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1096-0924 - Grant Acceptance of a Victims of Crime Act (VOCA) Grant from the Arizona Department of Public Safety

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

Acceptance of the VOCA grant will allow the SWFAC to continue to provide victim services to the community.

PURPOSE:

City Council will consider a request to adopt Resolution 1096-0924 authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of \$300,810 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2024 through September 30, 2025 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Southwest Family Advocacy Center (SWFAC) is a partnership among the cities of Avondale, Buckeye, and Goodyear and Maricopa County through the Sheriff's Office (collectively, the "Agencies"). The Center provides a child and family focused multi-disciplinary program that includes representatives from law enforcement, child protection, prosecution, mental health, medical and victim advocacy.

Since 2015, the Avondale Police Department / SWFAC has applied for and been awarded the VOCA Grant that provides funding for therapy services to victims of crime who were served by the partnering agencies at the Center. Since the inception of this grant, the SWFAC mental health trauma therapists have provided over 12,000 hours of counseling services to victims of Avondale, Buckeye, Goodyear, and the western jurisdiction of Maricopa County.

DISCUSSION:

This new grant of \$300,810 provides continued funding to employ two full-time licensed trauma therapists, who are City of Avondale employees, one full time contracted licensed clinical supervisor/therapist, training, and counseling materials until September 30, 2025. This grant extends the services provided by the SWFAC to members of our community who are victims of crimes. The full-time therapists' role will be to provide evidence-based trauma therapy to clients, which will help them process the trauma and develop coping skills to handle PTSD.

BUDGET IMPACT:

The VOCA grant has been awarded for a one-year time period from October 1, 2024 until September 23, 2025. A budget transfer from grant contingency is needed to appropriate the grant award.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of \$300,810 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2024 through September 30, 2025 and authorize a budget transfer from grant contingency as needed.

*Contact person for document distribution: Reem George
Kimberly Martinez*

RESOLUTION NO. 1096-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE VICTIMS OF CRIME ACT GRANT, IF AWARDED, FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY RELATING TO CRIME VICTIM ASSISTANCE.

WHEREAS, the City has applied to the Arizona Department of Public Safety ("AZDPS"), for a Victims of Crime Act Grant in the amount of \$300,810 with a local match of \$75,203 to assist with providing crime victim assistance (the "Grant"); and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to accept the Grant funds, if awarded, by AZDPS.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$300,810.00, (ii) the expenditure of a local match in an amount not to exceed \$75,203 as set forth in the Grant Application attached hereto as Exhibit A and incorporated herein by reference, and (iii) the execution of any future agreement (the "Agreement") between the AZDPS and the City of Avondale relating to acceptance and administration of the Grant funds.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute documents necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 23, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1096-0924

[Grant Application]

See following pages.

APPLICANT ELIGIBILITY

1. The applicant organization is a (select one):
 - ✓ Public agency
 - Non-Profit agency
 - Tribal agency

2. The applicant will demonstrate a) a record of providing effective services to victims of crime and financial support from sources other than VOCA, or b) substantial financial support from sources other than VOCA.
 - ✓ Yes No

3. The applicant will provide match contributions of cash or in-kind in the amount described below:
 - a. Public agency or non-profit organization: 20%
 - b. Projects operated by Federally-recognized American Indian tribes OR Projects that operate exclusively on Federally-recognized tribal lands: 0%
 - ✓ Yes No

4. The applicant will utilize volunteers.
 - ✓ Yes No

5. The applicant will assist crime victims in applying for Crime Victims Compensation.
 - ✓ Yes No

6. The applicant will inform victims of their legal rights and offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses.
 - ✓ Yes No

7. The applicant will promote community efforts to aid crime victims.
 - ✓ Yes No

8. The applicant will comply with federal and state rules regulating grants.
 - ✓ Yes No

9. The applicant will maintain statutorily required data on victims served.
 - ✓ Yes No

10. The applicant will provide services to federal crime victims on the same basis as to victims of crimes under State or local law.
 - ✓ Yes No

11. The applicant will provide services to crime victims at no charge through the VOCA-funded project.
 - ✓ Yes No

12. The applicant will generate no income through the use of Federal VOCA or match funds.
 - ✓ Yes No

13. The applicant will abide by non-disclosure of confidential or private information as required by state and federal law.

☒ Yes No

DECLARATION

I have reviewed the Victims of Crime Act (VOCA) Victim Assistance grant general eligibility requirements and understand that they are conditions for program participation.

☒ Agree
Disagree

Name of Certifying Individual: Debra Olson
Title of Certifying Individual: Director

APPLICANT SUMMARY

Agency Name:

City of Avondale Police Department/Southwest Family Advocacy Center

Agency Type:

Government Agency (G)

Agency Sub-type:

Other (G, N, T, C)

Service Provision Address:

2333 N Pebble Creek Parkway
Suite A-200

City:

Goodyear

State:

Arizona

Zip:

85395

Year Victim Services Program Established:

2008

Project Title:

Southwest Family Advocacy Center Victim Counseling Renewal

CONTACT INFORMATION

Project Contact:

✓ Address is same as organization

Salutation: Ms.

First Name: Reem

Last Name: George

Title: Center Director

Address: 2333 N PebbleCreek
Pkwy. Suite A-200

City: Goodyear

State: Arizona

Zip: 85395-9046

Telephone: (623) 333-7911

Ext.

Email: rgeorge@avondaleaz.gov

Project Director:

✓ Address is same as organization

Salutation: Ms.

First Name: Reem

Last Name: George

Title: Center Director

Address: 2333 N PebbleCreek
Pkwy. Suite A-200

City: Goodyear

State: Arizona

Zip: 85395-9046

Telephone: (623) 333-7911

Ext.

Email: rgeorge@avondaleaz.gov

Authorizing Official: (Contract Signatory)

Address is same as organization

Salutation: Mr.

First Name: Ron

Last Name: Corbin

Title: City Manager

Address: 11465 W Civic Center
Dr

City: Avondale

State: Arizona

Zip: 85323

Telephone: (623) 333-1011

Ext.

Email: rcorbin@avondaleaz.gov

Financial Contact:

Address is same as organization

Salutation: Ms.

First Name: Veronica

Last Name: Martinez

Title: Senior Accountant

Address: 11465 W Civic Center
Dr

City: Avondale

State: Arizona

Zip: 85323

Telephone: (623) 333-2044

Ext.

Email: vmartinez@avondaleaz.gov

Civil Rights Contact:

Address is same as organization

Salutation: Mr. First Name: Ted Last Name: Flores

Title: Assistant Director of Human Resources

Address: 11465 W Civic Center City: Avondale State: Arizona Zip: 85323

Dr

Telephone: (623) 333-2215 Ext. Email: tflores@avondaleaz.gov

Civil Rights Training

Date Completed:

To Be Scheduled: ✓

Victim Compensation Coordinator:

✓ Address is same as organization

Salutation: Ms. First Name: Veronica Last Name: Garay

Title: Victim Advocate

Address: 2333 N PebbleCreek City: Goodyear State: Arizona Zip: 85395-9046

Pkwy. Suite A-200

Telephone: (623) 333-7923 Ext. Email: vgaray@avondaleaz.gov

Victim Compensation Training

Date Completed:

To Be Scheduled: ✓

SERVICES AND VICTIM POPULATION

SERVICE IMPACT

This VOCA Grant will primarily be used to:

- Expand services into a new geographic area
- Offer new types of services
- Serve additional victim populations
- ✓ Continue existing services to crime victims
- ✓ Increase service capacity
- Other

Purpose of VOCA Grant:

- ✓ Continue a VOCA-funded victim project funded in a previous year
- Expand or enhance an existing project not funded by VOCA in the previous year
- Start up a new victim services project
- Start up a new Native American victim services project
- Expand or enhance an existing Native American project

TRIBAL PROJECTS

The following are excluded from the match requirement:

- Projects operated by Federally-recognized American Indian tribes
- Projects that operate **exclusively** on Federally-recognized tribal lands

Does this project meet either of the designations identified above? Yes ✓ No

VICTIM POPULATION

Victimization Type	%
Adult Physical Assault (includes aggravated and simple assault)	0%
✓ Adult Sexual Assault	5%
✓ Adults Sexually Abused/Assaulted as Children	5%
Arson	0%
Bullying (Verbal, Cyber, or Physical)	0%
Burglary	0%
✓ Child Physical Abuse or Neglect	5%
✓ Child Pornography	2%
✓ Child Sexual Abuse/Assault	75%
✓ Domestic and/or Family Violence	7%
DUI/DWI Incidents	0%
✓ Elder Abuse or Neglect	1%
Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other	0%
If other, please explain/identify:	
Human Trafficking: Labor	0%
Human Trafficking: Sex	0%

Identity Theft/Fraud/Financial Crime	0%
Kidnapping (non-custodial)	0%
Kidnapping (custodial)	0%
Mass Violence (domestic/international)	0%
Other Vehicular Victimization (e.g. hit and run)	0%
Robbery	0%
Stalking/Harassment	0%
Survivors of Homicide Victims	0%
Teen Dating Victimization	0%
Terrorism (domestic/international)	0%
Other Violent Crimes	0%
If other, please explain/identify:	
Other Non-Violent Crimes	0%
If other, please explain/identify:	
Total:	100.00%

SERVICES TO BE PROVIDED WITH VOCA AND MATCH FUNDS**A. INFORMATION & REFERRAL**

- A1. Information about the criminal justice process
- ✓ A2. Information about victim rights, how to obtain notifications, etc.
- ✓ A3. Referral to other victim service programs
- ✓ A4. Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

B. PERSONAL ADVOCACY/ACCOMPANIMENT

- B1. Victim advocacy/accompaniment to emergency medical care
- B2. Victim advocacy/accompaniment to medical forensic exam
- B3. Law enforcement interview advocacy/accompaniment
- B4. Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)
- B5. Performance of medical forensic exam or interview, or medical evidence collection
- B6. Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- B7. Intervention with employer, creditor, landlord, or academic institution
- B8. Child and/or dependent care assistance (includes coordination of services)
- B9. Transportation assistance (includes coordination of services)
- B10. Interpreter services

C. EMOTIONAL SUPPORT OR SAFETY SERVICES

- ✓ C1. Crisis intervention (in-person, includes safety planning, etc.)
- C2. Hotline/crisis line counseling
- C3. On-scene crisis response (e.g., community crisis response)
- ✓ C4. Individual counseling
- ✓ C5. Support groups (facilitated or peer)

- ✓ C6. Other Therapy (traditional, cultural or alternative healing; art, writing or play therapy, etc.)
- C7. Emergency financial assistance

D. SHELTER/HOUSING SERVICES

- D1. Emergency shelter or safe house
- D2. Transitional housing
- D3. Relocation assistance (includes assistance with obtaining housing)

E. CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE

- E1. Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- ✓ E2. Victim impact statement assistance
- E3. Assistance with restitution
- E4. Civil legal assistance in obtaining protection or restraining order
- E5. Civil legal assistance with family law issues (e.g., custody, visitation, or support)
- E6. Other emergency justice-related assistance
- E7. Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- E8. Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- E9. Law enforcement interview advocacy/accompaniment
- E10. Criminal advocacy/accompaniment
- E11. Other legal advice and/or counseling

F. ASSISTANCE IN FILING COMPENSATION CLAIMS (CHOICE IS REQUIRED)

- ✓ F1. Assists potential recipients in seeking crime victim compensation benefits

AGENCY INFORMATION

MISSION STATEMENT

1. Provide the agency-wide mission statement.

The mission of the Southwest Family Advocacy Center (SWFAC) is to provide direct services (forensic interviews, forensic medical exams, advocacy, and therapy) to child victims of sexual and physical abuse and adult victims of sexual assault and domestic violence through a multidisciplinary (MDT) collaboration in which staff's compassionate response reduces the trauma of interpersonal violence. MDT members: law enforcement, DCS, advocates, prosecutors, medical, and mental health professionals.

2. Provide the mission statement and/or philosophy of the victim service program.

The SWFAC Victim Service Program will provide professional onsite trauma-informed direct services to victims of abuse. Best practice will guide services that will include case investigation, forensic interviews, medical exams, trauma-focused, evidence-based therapy, and comprehensive trauma-informed victim advocacy. Staff will work with outside organizations to ensure continuity and consistency in service delivery, both onsite and offsite.

AGENCY SUMMARY

3. Provide a general overview of the agency; this should include how long the agency has been in existence, areas of expertise, and skills or specialized experience in serving crime victims.

In 2006, Avondale, Buckeye, and Goodyear sought to improve their response to abuse victims and identified three focus areas: 1) reduce the number of victim interviews, 2) increase collaboration and communication among agencies responding to victims and 3) work together to provide immediate services for victims and their families. The cities entered into an IGA in 2008 to open and operate the Southwest Family Advocacy Center (SWFAC) to meet victims' needs. The SWFAC was the 17th Center in Arizona and the 6th in Maricopa County. Maricopa County's Sheriff's Office became the fourth financial partner in 2012. The Center offers expert coordination of direct services to child victims of physical and sexual abuse, their non-offending family members and adult victims of sexual assault, domestic violence, and elder abuse. The MDT comprises law enforcement and child welfare investigators trained in investigating child and adult crimes of abuse; medical staff proficient in performing forensic medical exams, staff qualified to conduct neutral fact-finding forensic interviews; advocates specialized in trauma-informed advocacy, and VOCA funded therapists trained in trauma therapy modalities. Since 2015, SWFAC has been an Accredited Member of the National Children's Alliance and a member of the Arizona Child and Family Advocacy Network since 2008. The SWFAC has received national recognition from the National Children's Advocacy Center for providing exemplary services to abuse victims.

4. Describe the services the victim service program currently provides to victims of crime and the method(s) of service delivery.

Our victim services program provides these direct services to clients: case investigation, victim advocacy, forensic interviews, forensic medical exams, and trauma therapy. Detectives initiate contact with the victim (or non-offending caregiver for minors) by phone to schedule the interview, advocacy, and medical exam at

SWFAC. Advocates communicate with victims by phone to answer questions about their upcoming appointment and direct victims to the SWFAC website for additional information about the Center. Advocates conduct an intake and provide in-person services (victims' rights, safety planning, resources, therapy referral, etc.) when victims arrive for their appointment. Forensic interviews are done onsite by staff based on the victims' developmental, emotional, and psychological needs. Detectives meet in person with caregivers following the interview. Detectives contact medical staff at the time of the victim's disclosure, and exams are performed onsite for child and adult victims. Evidence collection and assessment of the victim's health and wellness are conducted in a private medical suite at the SWFAC. Therapists provide onsite crisis intervention, trauma assessment, individual therapy, and group therapy in private rooms at SWFAC. Follow-up advocacy (i.e., victim compensation assistance, resource referrals, etc.) is conducted by phone or email depending on the victim's preference. Detectives conduct follow up phone calls to give victims investigation updates.

10/1/2017- 9/30/2018

10/1/2018- 9/30/2019

5. Total number of unduplicated victims served by the victim service program

1011

1266

6. Of the unduplicated victims served 10/1/2018-9/30/2019 (reported in Question 5), provide a breakdown of the number of victims served by victimization type.

Child Physical Abuse/Neglect: 206

Child Sexual Abuse: 498

Child Porn: 30

Secondary Victims of Child Sexual Abuse: 255

Adult Domestic Violence: 79

Adult Sex Assault: 135

Child Abuse Reported as Adult: 60

Elder Abuse: 3

TOTAL: 1,266

7. Define any procedures the victim service program has implemented or plans to implement to a) notify victims of their rights and b) assist them in applying for benefits under the victim compensation program (Note: this is a requirement for receiving VOCA funds).

Procedures for informing victims of rights and assisting with compensation benefits are detailed in SWFAC Policy & Procedures Manual. The LE agency investigating the crime has the first responsibility to provide victims with a paper copy of their rights and information about victim assistance programs. During the victim's initial visit, the advocates give them and the non-offending family member a victims' rights brochure, explain the compensation program, and answer questions. If an advocate is unavailable, the detective will give them the information, or the advocate will follow up with a call the next day. The advocate reviews rights with the victim and non-offending members during follow up phone calls, which occur throughout the investigative and judicial process. The advocate provides documentation of notification of rights, compensation, and assistance in the victim's file in the case management system. Advocates offer links to the Maricopa Co. Victims' Rights and Compensation Benefits brochures on the SWFAC website, and advocates provide victims with these

brochures at the time of their initial appointment. The advocates make follow up phone calls with victims starting one week after their initial appointment, they discuss the victim compensation information again and offer to assist the victim with completing the application. When victims request assistance with completing victim compensation, help is given over the phone, or an in-person appointment is scheduled.

8. Describe the victim service program's victim screening/intake process. This may include how victims are referred to the program, whether or not there is a wait list, how victims are screened for services, and how the intake is conducted (in-person or by telephone).

Detectives make initial contact with victims to schedule services and enter these services (e.g., forensic interviews, medical examinations, advocacy) in the SWFAC case management system (CMS). Advocates access case and victim information via the CMS to make pre-appointment phone calls. Advocates complete an intake with victims at the initial in-person appointment and discuss the MDT process, victim's rights and compensation, and screen for services (e.g., crisis intervention, safety plan, financial needs, legal needs, therapy). There is no waitlist to meet with an advocate. Victims referred to SWFAC therapy must have a current case initiated by LE, disclosure of abuse or be a secondary victim, and be physically and emotionally stable. Advocates complete referrals with victims then submit to the SWFAC Director who reviews and assigns cases to therapists. Therapists conduct phone intakes and screen for immediacy, availability, and guardian consent. Victims who do not meet service qualifications (self-harming behaviors, open custody cases) are referred to outside resources. At the first in-person appointment, therapists gather psycho-social data through a trauma assessment that guides the treatment plan. Once the treatment plan is developed, therapy sessions begin based on the therapist's and the victim's availability. In the event of a waitlist, SWFAC therapists prioritize by symptom(s) and can provide three crisis sessions to victims to assist with stabilization.

VOLUNTEER DETAIL

9. Does the agency utilize volunteers?

✓ Yes No

If no, provide an explanation.

10. Identify the activities performed by volunteers within the agency.

Volunteers help fulfill the SWFAC mission by providing direct victim services that reduce the trauma associated with abuse. Services they perform are playroom supervision, playroom directed activities, and animal-assisted therapy. The individual attention volunteers give to child victims helps them feel physically and psychologically safe and comfortable. The volunteers conduct intentional activities such as crafts, coloring, game playing, and reading with the children in a setting that is welcoming and child-oriented. The contributions of the volunteers increase the quantity and quality of victim services because it allows for efficient utilization of Center staff and financial resources. Volunteers with therapy dogs, provide victims with direct services through emotional support interventions that are empathic, nurturing, mentally stimulating, and physiologically comforting.

11. Describe how the agency recruits, screens, trains, and supervises volunteers.

Ongoing recruitment is through our law enforcement partners' volunteer programs, posted on city websites, and managed by the Volunteer Coordinator and SWFAC Director. Volunteers must be at least 21, complete an extensive interview, background check, and polygraph. Volunteers with therapy animals provide current registration from an accredited Pet Therapy organization and current vaccination and liability insurance records. Volunteer screening assesses problem-solving ability, communication and customer service skills, and ability to set boundaries, ensure the safety and confidentiality of victims, and respond appropriately to trauma victims. Pre-service training covers policies, multidisciplinary model, and trauma-informed care of abuse victims. Volunteers must complete three supervised shifts before working independently. Volunteers attend debriefings and continuing education on secondary trauma and abuse, are supervised by SWFAC Director, and documentation of hours is required.

JURISDICTION

12. Indicate the counties in which the agency provides services:

Apache	Graham	Mohave	Santa Cruz
Cochise	Greenlee	Navajo	Yavapai
Coconino	La Paz	Pima	Yuma
Gila	✓ Maricopa	Pinal	All Counties
			Other counties served outside of AZ:

PROJECT INFORMATION

PROBLEM STATEMENT

1. Identify and describe the problem(s) to be addressed with this VOCA project. Describe the nature and scope of the problem(s) as it exists in the community to be served through this project. Support the problem statement with current data such as empirical studies, local crime patterns, agency statistics, community needs assessments, etc. Cite the source and date of the information. Include the victim populations (e.g. demographics, victimization types) to be served.

SWFAC opened its doors in 2008 and saw 343 victims that year. Since then, we have provided services to over 8,500 child and adult victims of abuse. Data over the past eleven years for the Cities of Avondale, Buckeye, Goodyear, and the unincorporated areas in the West Valley served by MCSO has shown a 5 to 10% increase every year in cases of child sexual and physical abuse, adult domestic violence, and adult sexual assault. Since 2008, SWFAC has seen a 150% increase in the number of crimes of abuse reported and a 263% increase in the number of victims. Since hiring VOCA funded therapists in 2015, SWFAC had a 43% increase in counseling referrals with a waitlist of up to 20 victims and a wait time from weeks to months. Also, the availability of effective trauma-focused therapy for victims of abuse elsewhere in the West Valley is insufficient to meet victims' needs.

The National Center for PTSD estimates that 10% of boys and 25% of girls in this country are victims of sexual abuse. The Justice Department estimates that 44% of sexual abuse victims are under the age of eighteen and that one in every six victims of sexual assault is under the age of twelve. The National Clearinghouse on Child Abuse and Neglect Information reports that 10% of all substantiated child maltreatment cases involve sex abuse, with girls being more likely to be abused. The communities served by SWFAC reflect the same problem. In the past two years, 2,277 victims (1,011 in 2018 and 1,266 in 2019) in the communities of Avondale, Buckeye, Goodyear, and unincorporated areas under the jurisdiction of MCSO reported abuse. 80% of these cases were child sexual abuse reports, and 70% of the victims were females. Abuse affects victims' quality of life. Child maltreatment, sexual assault, and domestic violence activate the body's biological stress response systems. Stress activation has behavioral and emotional effects that are similar to individual PTSD symptoms. Experiencing trauma, with dysregulation of biological stress systems, adversely impacts victims (DeBellis, Zisk 2014). Trauma has severe consequences for its victims and society. Child maltreatment (physical, sexual, and emotional abuse, neglect) and exposure to domestic violence are traumas that result in distress, PTSD, and posttraumatic stress symptoms (PTSS). (DeBellis, Zisk, 2014).

Victims of abuse often exhibit behavioral difficulties after the maltreatment ends. Maltreatment affects adolescent and adult behaviors in the following ways: unhealthy sexual practices (Thompson et al., 2017); juvenile delinquency leading to adult criminality (Herrenkohl, Jung, Lee & Kim, 2017); alcohol and other drug use (LeTendre & Reed, 2017); future perpetration of maltreatment (Yang, Font, Ketchum, & Kim, 2018); posttraumatic stress (Sege et al., 2017); diminished executive functioning and cognitive skills (Bick and Nelson, 2016); poor mental and emotional health (Choi, DiNitto, Marti & Segal, 2017); and attachment and social difficulties (Doyle & Cicchetti, 2017).

Research shows that a range of psychiatric symptoms and disorders in child and adulthood are associated with abuse-related trauma. Symptoms include depression, posttraumatic stress disorder, borderline personality disorder, substance use, suicidality, self-mutilation, somatization, sexual behavior problems, dissociative disorders, and learning disorders (American Psychiatric Association, 2013). Additionally, abusive experiences have been associated with increased risks of violent offending and being a repeat victim of

violence (Betts, Williams, Najman & Alati 2013).

The National Children's Alliance Standard on Mental Health states that without effective therapeutic intervention, traumatized children will suffer ongoing or long term adverse social, emotional, developmental, and health outcomes that may impact them throughout their lifetimes. Therapy reduces the stress and other effects of abuse on the victim and their family. The Child Welfare Information Gateway reported in 2019 that communities could limit abuse's long-term consequences by providing comprehensive trauma therapy.

Non-offending parents and other family members are the sources of support for victims, yet they also deal with their feelings about the abuse. SWFAC staff has seen how trauma causes stress responses that ripple through family relationships and impede family functioning. Parent-child relationships have a central role in parents' and children's adjustment after trauma. At the same time, parental stress, isolation, and burden make parents less emotionally available to their children and less able to help them recover from trauma. Trauma can be "contagious," as reported in numerous studies of secondary victims of trauma (e.g., Dekel et al., 2016).

Secondary victims experience posttraumatic symptoms, from hearing stories about the event or by witnessing the adverse effects on their loved ones. The consequences of violent crime can radiate out, affecting the victim's family, friends, and community. This effect is referred to as secondary victimization (Christiansen, Bak & Elklit 2012; Cooney et al. 2011; Remer & Fergusson 1995). Protective, nurturing, and active parental responses are positively associated with reduced symptoms in children. It is, therefore, essential to understand and respond to post-child sexual abuse in a familial context. Assisting family members to cope with the disclosure and react in a supportive and effective way can lead to better outcomes for the primary and secondary victims (Hill 2012).

For the past six years, SWFAC has administered an Outcome Measurement Survey to victims after their initial visit and at a three month follow up visit. The survey measures victim satisfaction regarding staff interaction and satisfaction with the information and services received. It also identifies gaps in our services. When asked, "Would you have liked additional services for your child (the primary victim) that were not offered by the Center?" 100% of victims and caregivers answering "yes," identified trauma therapy as their number one need. When asked, "Would you have liked additional services for yourself (secondary victim) that were not offered by the Center?" of those responding "yes" 95% stated their need for trauma therapy. Comments indicated barriers: "The long waitlist at SWFAC to receive therapy;" "The lack of trauma therapy options in Avondale, Buckeye, and Goodyear," and "The cost, lack of insurance, and lack of money." The absence of trauma therapy options for SWFAC primary and secondary victims of abuse is discouraging for victims. It must be addressed, especially after understanding the devastating and long-lasting effects of trauma associated with abuse. SWFAC can act to stem the impact of maltreatment. As a multidisciplinary facility, it is uniquely positioned to identify victims in need of treatment and provide trauma therapy using evidence-based therapies.

PROJECT SUMMARY

2. Describe how this VOCA project will address the need or problem identified in the problem statement above. Include the specific services to be provided through this project.

The project will provide trauma therapy that is accessible to primary and secondary abuse victims whose cases are investigated by law enforcement partner agencies at the SWFAC. *Victim and client are used interchangeably throughout the application. SWFAC received the VOCA Grant in 2015 and 2017, funding two trauma therapists and a clinical supervisor. The 2021 VOCA Project proposes the continued funding of two trauma therapists and adds a third therapist/clinical supervisor to address the identified problem. The therapist/clinical supervisor decreases the waitlist, significantly reduces the wait time for therapy, and provides individual clinical supervision for each therapist. During a 40 hour week, the person in this position will spend

38 hours on therapy services and two hours on clinical supervision. Trauma therapy at SWFAC is grounded in the TF-CBT and EMDR models, focuses on the client's current trauma event, is goal-oriented, and short-term (12 to 24 sessions). Therapists establish a therapeutic relationship, develop safety plans, expand coping skills, educate on the dynamics of abuse and self-care strategies, and process traumatic memories. Treatment plans are goal-directed and based on assessments and ongoing client progress evaluations. Therapists also help victims with court support, victim impact statements, and collaborate services with the MDT. Other therapy services include; safety and prevention (6 to 8 sessions), crisis intervention (3 sessions), and secondary victim support (6 to 8 sessions). Referrals to outside agencies are given to clients with complex trauma (more than 25 sessions) and to secondary victims with previous trauma histories. Criminal investigations take a long time, but a victim's support needs are immediate, ongoing, and vital to their healing process. Therapy is an immediate service allowing victims to express feelings that otherwise can show as aggression, nightmares, or unhealthy behaviors. Therapy helps victims understand that the abuse is not their fault. Therapy helps victims be free from fear, build their self-esteem and confidence, and learn to have trust again. For secondary victims, therapy helps parents/caregivers cope with their feelings about the abuse, as well as learn the best ways to support the victim. Trauma therapy lets victims and their families restore the life stability that has been lost as a result of the abuse and lets them understand and banish their feelings of guilt and helplessness.

3. Considering the goals of VOCA (Healing, Safety, Justice, and/or Economic Restabilization), describe how this project's services will impact the victim population being served.

Our trauma therapy project aligns with the VOCA goal of "Healing." The project provides trauma therapy consisting of crisis intervention, stabilization, trauma processing, increasing coping skills, decreasing trauma symptoms, and increasing quality of life to victims of abuse. Trauma therapy impacts victims through stabilization, developing a support network, and boosting levels of functioning. Victims improve their emotional and physical status, thereby regaining control of their lives. Research has demonstrated that healing looks different for everyone, and our program reflects this. For example, therapists begin by assessing the client's symptoms, building treatment goals based on the assessment, and measuring progress throughout treatment. The National Children's Alliance Mental Health Standard says that accredited centers must provide evidence-based treatment (EBT) options that will impact clients by reducing or eliminating trauma symptoms and the risk of future abuse. Therapists use EBT to facilitate victims' processing of traumatic memories and bringing these to an adaptive resolution.

After successful treatment with EMDR and TF-CBT therapy, clients experience relief in affective distress, reformulation of negative beliefs, and reduction of physiological arousal. Studies show that 84%-90% of single-trauma victims no longer have PTSD symptoms after three EMDR 90-minute sessions (Clinical Practice Guideline for the Management of PTSD and Acute Stress Disorder Department of Veterans Affairs and Department of Defense 2017). Another study, funded by Kaiser Permanente, found that 100% of the single-trauma victims and 77% of multiple trauma victims were no longer impacted with PTSD after only six 50-minute EMDR sessions. TF-CBT helps clients to identify feelings and develop coping mechanisms, anxiety management, and relaxation skills. These modalities impact clients by teaching them to process and reframe their trauma experience cognitively.

Secondary victims participate in psychoeducation or safety and prevention sessions to facilitate the primary victims' healing and increase their knowledge of trauma. These services impact victims by strengthening their family dynamics, promoting family healing, and supporting the caregiver's ability to become involved again. Healing happens at the family level, and our project helps families boost their sense of safety, function with stability, regulate their emotions and behaviors, and improve communication.

VICTIM SERVICES COORDINATION & COLLABORATION EFFORTS**4. Describe how the agency will ensure a continuum of care for crime victims served through this project. Detail any formal agreements with community partners. For the purpose of this application, a continuum of care means assessing and identifying the needs of victims and coordinating the provision of services to meet those needs (whether by your agency or a community partner).**

The goal of our victim services program is to make the continuum of care seamless for all victims. Advocates conduct a needs assessment at the victim's initial appointment to determine the appropriate services and enter the information in the case management system. Victims can sign a release of information document which allows advocates to communicate and collaborate with therapists, other members of the MDT (LE, county attorneys, medical), and outside agencies to put services and assistance in place. When a victim is referred for counseling the therapist conducts a mental health assessment. If they determine that the counseling services needed are beyond the scope of what SWFAC provides (e.g., a threat to self or others, custody issues, or complex trauma), a referral is made to a community agency such as Jewish Family & Child Services, Lifeline PCS Southwest, or Grossman and Grossman. Clients who begin therapy services at SWFAC, and then transition to an outside provider, will work with SWFAC therapists to coordinate their care. Before providing victims with referral options, therapists review and discuss counseling goals and progress. This process allows victims to make informed care choices. SWFAC had a formal agreement with Arizona's Children Association (AZCA) to provide therapy treatment at SWFAC free of charge to victims 18 years and younger. The therapists coordinate counseling sessions, which can allow both primary and secondary victims to receive service.

5. Describe this agency's participation in victim service collaborative work groups (e.g. statewide or local task forces, coalitions, committees, forums, etc.) relevant to this project.

The SWFAC Prevention Coordinator is a member of the AZ Child Sexual Abuse and Exploitation Prevention Coalition, promoting education and community awareness to eliminate child sexual abuse. The SWFAC Director is a member of the AZ Juvenile Justice Commission that supports juvenile delinquency and child abuse compliance efforts. SWFAC is a partner of the Maricopa Association of Governments DV Council to support the implementation of domestic violence projects. In 2018, SWFAC hosted the first Victim Advocacy Peer Review (VAPR) within Maricopa County, bringing together advocates from advocacy centers and community organizations once a quarter and working to enhance victim services. The VAPR includes; a one-hour training, case staffing, and resource sharing. Agencies staff a problematic case, and members brainstorm ideas, provide feedback, and share information helping advocates serve clients better. The VAPR lets advocates connect with other victim service organizations, helping with a seamless transition when referring clients to other community services. These collaborations help advocates and therapists better understand the types of support services provided throughout the county. Peer review attendees come from thirty-one agencies in the following fields; LE, medical, judicial, legal, education, military, faith-based, and nonprofit. Knowledge garnered from staff participation in these groups is shared with therapists and expands referral options for victims when needed.

6. Nonprofit Agencies: describe how collaboration with government agencies (e.g. law enforcement, prosecution, corrections, courts, etc.) will strengthen this project.

Government Agencies: describe how collaboration with nonprofit agencies (e.g. child abuse service organizations, domestic and family violence organizations, sexual assault service organizations, etc.) will strengthen this project.

National Children's Alliance (NCA) is a nonprofit accrediting body of advocacy centers across the country. The SWFAC is an accredited member of this organization. Accreditation means that victims at our Center receive consistent, evidence-based services that help them heal from abuse. NCA collaboration strengthens the MDT's ability to provide exceptional victims' services through shared knowledge, resources, online learning, and networking opportunities. NCA's mental health standard provides SWFAC's therapy project foundation.

The SWFAC Director is the AZ and Child Family Advocacy Network (ACFAN) Past President, Past Treasurer, and current member. The Director shares victim service information and resources with the MDT and other centers.

In 2017, SWFAC began a partnership with Sojourner Center's (SC) due to victims' requests for court assistance. An agreement with SC provides lay legal advocacy at the Center twice a week. The SC advocate collaborates with our advocates and therapists to give families court education and accompaniment, and assistance with protective orders, emergency orders, petitions for dissolution of marriage, and child support. The SC advocate assesses clients' needs for other supportive services and gives referrals to emergency shelters, transitional housing, mobile community advocacy, traumatic brain injury clinic, and job readiness program. As a result of our partnership, families feel better equipped to face the family court process.

PROJECT ASSESSMENT PLAN

7. Describe the specific methods or tools used to measure the impact and effectiveness of the services provided through this project. This may include, but is not limited to, assessments and/or feedback gathered from victims, community members, and collaborative partners.

A Weekly Counseling Outcomes Survey garners client feedback based on the client's perspective and is used to monitor treatment goal progress. Monthly Counseling Surveys are completed by clients and provide project staff with quantitative data on VOCA outcomes as well as treatment goals. The Trauma Symptom Recovery Scale is used by therapists to track the victim's symptoms related to trauma and given monthly. An End of Counseling Survey tracks overall VOCA outcomes and quality measures. Each victim/guardian completes the National Children's Alliance (NCA) Outcome Measurement Survey (OMS) at the end of their initial visit to the SWFAC and an OMS follow-up survey six weeks after their initial visit. These surveys are a qualitative measure and provide us with feedback related to our facilitation of healing for the victim and caregiver. The SWFAC multidisciplinary team (MDT) completes the NCA OMS Survey for MDTs twice a year. This survey evaluates the collaborative efforts of the MDT.

8. Based on the information gathered from the tools identified in Question 7, provide a detailed explanation of how the agency will periodically review its performance toward fulfilling the goals of this project.

The SWFAC Counseling Program and VOCA project collect and review data at regular intervals during the therapy process. These methods, as described below, measure the impact of the effectiveness of the project, provide for systematic reflection, evaluation, and adjustment to treatment and project goals. Overall, outcomes are expected to show a reduction in the victim's symptoms, an increase in coping skills, an increased

understanding of the effects of trauma and victimization, increased awareness of support resources, and improved emotional and behavioral responses.

The SWFAC's victims' services program, and this VOCA project, has created and implemented a process of collecting quantitative and qualitative data throughout all of the victims' services that result in transparency and accountability and ensures the best outcomes for victims.

Weekly Counseling Outcome Surveys provide therapists with data on the client's current progress in meeting treatment goals. This data indicates when victims can begin processing their trauma narrative and give feedback on whether they are feeling supported and safe. Seeking feedback from victims strengthens their feelings of safety and allows them a voice in their therapy progress. Weekly Outcome Surveys are reviewed by therapists and therapist/ clinical supervisor to assess the effectiveness of treatment, adjust therapy delivery, and individualize future sessions.

Monthly Counseling Surveys track treatment goals, review symptom reduction, and report on VOCA outcomes and client satisfaction. Therapists, therapist/ clinical supervisor, and the SWFAC Director meet to discuss data monthly to determine if treatment plans are progressing, the VOCA grant requirements are being met, and if any adjustments to the project are needed.

The End of Counseling Surveys provide data that evaluates the quality and outcome of the VOCA performance measures and overall therapy experience. The survey confirms symptom reduction, allows victims to write about their therapy experience and provides feedback to therapists. Therapists and the therapist/clinical supervisor discuss the End of Counseling Survey results to ensure project goals have been achieved and to make any necessary adjustments to the project.

The Trauma Symptom Recovery Scale (TSRS) survey is used to track symptoms related to trauma and guides the therapist's treatment plan. The survey is given at the initial intake and throughout treatment providing data that tracks client progress and symptomology levels.

The NCA OMS surveys are a qualitative measure reporting on two measurable outcomes: the facilitation of healing for the child and caregivers and the collaborative efforts of the MDT, thereby assessing the overall effectiveness of the SWFAC team. The Director reviews OMS data quarterly and publishes the results in the Annual OMS Report for staff, stakeholders, and the public.

PERFORMANCE MEASURES

PROJECT FOCUS

- ✓ Child Abuse
- Domestic Violence
- Sexual Assault
- Sexual Assault Hotline
- Victim Witness
- Other:

PROJECT GOAL(S)

- ✓ Healing: Respond to the emotional and physical needs [healing] of victims
- Economic/Restabilization: Assist primary and secondary victims of crime to stabilize [economic / restabilization] their lives after a victimization
- Justice: Assist victims to understand and participate in the criminal [justice] system
- Safety: Provide victims of crime with a measure of [safety] and security

PROJECT FOCUS:

Child Abuse

PROJECT GOAL:

Healing: Respond to the emotional and physical needs [healing] of victims

Performance Measures	Measure Type	Projection: Year 1	Projection: Year 2	Projection: Year 3
Input				
Number of victims requesting service	#	100	100	100
Outputs				
Number of victims receiving services	#	100	100	100
Number of therapy sessions for victims.	#	3000	3000	3000
Outcomes - Required				
# and % of victims (or victim's proxy) reporting increased knowledge and understanding of violence, abuse and neglect and its effect on their life.	#	80	80	80
	%	70%	70%	70%
# and % of victims understanding the effects of trauma and victimization.	#	80	80	80
	%	70%	70%	70%
# and % of caregivers report increased awareness of resources for support/healing.	#	80	80	80
	%	70%	70%	70%
# and % of victims reporting increased well-being and reduced anxiety level.	#	90	90	90
	%	70%	70%	70%
# and % of victims that report an increase in coping skills.	#	90	90	90
	%	70%	70%	70%
# and % of children who demonstrate improved emotional/behavioral status from intake to discharge.	#	90	90	90
	%	70%	70%	70%
Outcomes - Other				
		%	%	%

Quality Measures - Required				
% of staff team members reporting satisfactory cooperation within the agency. *Teams members are defined as detectives, victim advocates, therapists, forensic interviewers, prosecutors, medical personnel, and support staff.	%	75%	75%	75%
% of victims reporting overall satisfaction with services.	%	75%	75%	75%
Quality Measures - Other				
		%	%	%

ACTIVITIES

Detail the activities that are essential to accomplishing the performance measures for this goal. Include who will perform each activity.

At the victim's initial appointment, advocates screen primary and secondary victims for therapy needs and make counseling referrals in the case management system. SWFAC Director will review referrals and assign cases to therapists who will conduct a phone intake and schedule an onsite intake session. Therapists will assess for symptoms, create a treatment plan, use evidence-based treatments, and provide an average of 24 trauma therapy sessions for primary victims, up to 8 trauma support sessions for secondary victims, and up to 8 safety and prevention sessions for siblings. At the initial appointment, therapists will provide immediate crisis intervention and stabilization to primary and secondary victims as requested by the advocates. Therapists will offer mental health referrals for victims with suicidal ideation and self-harming behaviors, complex trauma, open custody cases, and cases requiring long term trauma therapy. The clinical supervisor will provide case staffing, treatment plan and documentation review, assessment of clinical skills, and ensure compliance with the AZ Board of Behavioral Health. Therapists will administer victim outcome surveys (weekly, monthly, end of services) and track all victim demographics, services, and sessions. The SWFAC Director will administer the Outcome Measurement Survey (OMS) to the MDT to measure agency cooperation. The advocate will administer the initial and follow up OMS to caregivers to measure satisfaction with service.

PERSONNEL

Are you requesting personnel for this project (VOCA or Match)? Yes

Year 1: 10/1/2024 to 9/30/2025							
Position Title	Total Annual Salary (FTE)	VOCA Salary	Match Salary	FTE	VOCA Fringe	Match Fringe	Pay Type
Therapist #1	\$81,120	\$81,120	\$0	1	\$24,336	\$0	Salary
Therapist #2	\$78,673	\$78,673	\$0	1	\$23,287	\$0	Salary
Therapist #3/Clinical Supervisor	\$86,528	\$86,528	\$0	1	\$0	\$0	Salary
				0			
Year 1 Subtotals		\$246,321	\$0	3	\$47,623	\$0	

Year 2: 10/1/2025 to 9/30/2026							
Position Title	Total Annual Salary (FTE)	VOCA Salary	Match Salary	FTE	VOCA Fringe	Match Fringe	Pay Type
Year 2 Subtotals		\$0	\$0	0	\$0	\$0	

Year 3: 10/1/2026 to 9/30/2027							
Position Title	Total Annual Salary (FTE)	VOCA Salary	Match Salary	FTE	VOCA Fringe	Match Fringe	Pay Type
Year 3 Subtotals		\$0	\$0	0	\$0	\$0	

PERSONNEL EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL PERSONNEL
Total VOCA Salary	\$246,321	\$0	\$0	\$246,321
Total Match Salary	\$0	\$0	\$0	\$0
Total VOCA Fringe	\$47,623	\$0	\$0	\$47,623
Total Match Fringe	\$0	\$0	\$0	\$0
Total FTE on Project	3	0	0	3

1. Salary: Identify the types of pay incentives offered to employees, beyond regular pay, included in the request above (e.g. overtime pay, language premium, longevity pay, etc.). Specific amounts for each pay incentive are not required. Explain the basis for any increases or decreases in requested salary amount(s) from year to year (e.g. general pay increases, cost of living adjustments, etc.).

The average annual salary increase for employees with successful annual performance reviews is 5%. This increase is calculated for each year of the grant.

2. Fringe: Identify the fringe benefits reflected in the request above (include any mandated and/or voluntary benefits). Explain any anticipated changes from year to year. Specific amounts for each fringe benefit are not required.

Fringe benefits for employees are calculated at 30% of their salary, which includes contributions to the following: O.A.S.D.I., FICA, Workers Compensation, Medicare, Health Insurance, Dental Insurance, Life Insurance, and Arizona State Retirement System. No significant changes are anticipated for years two and three, and therefore the fringe benefit amount for those years is also calculated at 30% of the therapists' salary for each year.

VOLUNTEERS

Will this project use direct service volunteer time as match? Yes

Year 1: 10/1/2024 to 9/30/2025			
Volunteer Classification	Volunteer Hourly Rate	Total In-Kind Match	Total Direct Service Hours
Playroom Victim/Child Supervisor	\$20.00	\$3,600	180
Year 1 Subtotals		\$3,600	180

Year 2: 10/1/2025 to 9/30/2026			
Volunteer Classification	Volunteer Hourly Rate	Total In-Kind Match	Total Direct Service Hours
Year 2 Subtotals		\$0	0

Year 3: 10/1/2026 to 9/30/2027			
Volunteer Classification	Volunteer Hourly Rate	Total In-Kind Match	Total Direct Service Hours
Year 3 Subtotals		\$0	0

VOLUNTEER MATCH	YEAR 1	YEAR 2	YEAR 3	TOTAL VOLUNTEER MATCH
Total In-Kind Volunteer Match	\$3,600	\$0	\$0	\$3,600

1. Explain any increases or decreases in Volunteer Hourly Rate from year to year.

None

CONTRACTUAL SERVICES

Are you requesting Contractual Services for this project (VOCA or Match)? No

Year 1: 10/1/2024 to 9/30/2025						
Service Provided	Rate of Pay	Total Hours	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
			\$0			\$0
Year 1 Subtotals			\$0	\$0	\$0	\$0

Year 2: 10/1/2025 to 9/30/2026						
Service Provided	Rate of Pay	Total Hours	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
			\$0			\$0
Year 2 Subtotals			\$0	\$0	\$0	\$0

Year 3: 10/1/2026 to 9/30/2027						
Service Provided	Rate of Pay	Total Hours	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
			\$0			\$0
Year 3 Subtotals			\$0	\$0	\$0	\$0

CONTRACTUAL EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL CONTRACTUAL EXPENSES
VOCA Amount	\$0	\$0	\$0	\$0
Match Amount	\$0	\$0	\$0	\$0
Total Project Amount	\$0	\$0	\$0	\$0

1. Address any increases or decreases in rate(s) of pay or hours devoted to the project from year to year.

APPLICATION UPLOADS

ORGANIZATIONAL CHART
This section is required for all applicants

Upload an organizational chart that includes units/departments, individual positions (including requested positions), volunteer classifications, and layers of supervision for the victim services program. If the agency does not have an organizational chart depicting this information, the template below can assist with creating one.

Org Chart Template/Example

https://sage.azdps.gov/_Upload/26935_1107361_2-OrganizationalChart2020.pdf

PERSONNEL POSITION DESCRIPTION(S)
This section is required if requesting Personnel as part of this VOCA project

Open the Personnel Position Description template below (Word Document). Complete the template for each Position Classification identified on the Personnel form (VOCA and Match staff). If requesting multiple identical positions (e.g. Victim Advocates all performing the same duties), only one Position Description is required. Do not upload multiple identical Position Descriptions.

Personnel Position Description Template

Therapist 1 & 2	https://sage.azdps.gov/_Upload/26935_1107364-PersonnelPositionDescriptionTemplate_Therapist1_and_2.pdf
Clinical Supervisor	https://sage.azdps.gov/_Upload/26935_1107364_2_1-PersonnelPositionDescriptionTemplate_Therapist3_ClinicalSupervisor.pdf
Victim Advocate	https://sage.azdps.gov/_Upload/26935_1107364_3_1-VictimAdvocatePersonnelPositionDescriptionTemplate.pdf

VOLUNTEER POSITION DESCRIPTION(S)
This section is required if utilizing volunteers as match for this VOCA project

Open the Volunteer Position Description template below (Word Document). Complete the template for each Volunteer Classification identified on the Volunteers form. A Position Description must be provided for each Volunteer Classification.

Volunteer Position Description Template

https://sage.azdps.gov/_Upload/26935_1107367-VolunteerPositionDescriptionTemplate_SWFAC_Volunteer_VOCA_21.pdf

CONTRACTOR POSITION DESCRIPTION(S)

This section is required if requesting Contractual Services as part of this VOCA project

Open the Contractor Position Description template below (Word Document). Complete the template for each type of Contractual Service identified on the Contractual Services form. A Position Description must be provided for each Contractual Service.

Contractor Position Description Template

https://sage.azdps.gov/_Upload/26935_1107370-PersonnelPositionDescriptionTemplate_Therapist3_ClinicalSupervisor.pdf

MILEAGE & TRAINING

MILEAGE

Are you requesting Mileage for this project (VOCA or Match)? No

Year 1: 10/1/2024 to 9/30/2025			
	VOCA Amount	Match Amount	Total Project Amount
Mileage			\$0

Year 2: 10/1/2025 to 9/30/2026			
	VOCA Amount	Match Amount	Total Project Amount
Mileage			\$0

Year 3: 10/1/2026 to 9/30/2027			
	VOCA Amount	Match Amount	Total Project Amount
Mileage			\$0

MILEAGE EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL MILEAGE
Total VOCA	\$0	\$0	\$0	\$0
Total Match	\$0	\$0	\$0	\$0
Total Project Amount	\$0	\$0	\$0	\$0

JUSTIFICATION

Provide justification for mileage request. Justification should include (but is not limited to) the following: purpose of travel, frequency of travel, need for transportation services, how project amount was determined, etc. Explain any increase or decrease from year to year.

TRAINING COSTS

Are you requesting Victim Service Training for this project (VOCA or Match)? Yes

Year 1: 10/1/2024 to 9/30/2025			
	VOCA Amount	Match Amount	Total Project Amount
Victim Service Training	\$3,986	\$0	\$3,986

Year 2: 10/1/2025 to 9/30/2026			
	VOCA Amount	Match Amount	Total Project Amount
Victim Service Training			\$0

Year 3: 10/1/2026 to 9/30/2027			
	VOCA Amount	Match Amount	Total Project Amount
Victim Service Training			\$0

TRAINING EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL TRAINING
Total VOCA	\$3,986	\$0	\$0	\$3,986
Total Match	\$0	\$0	\$0	\$0
Total Project Amount	\$3,986	\$0	\$0	\$3,986

JUSTIFICATION

For each year, identify the training(s) requested by title or topic, whether it is an in-state or out-of-state training, positions that will be attending, and estimated costs. Explain how each training will improve direct services to victims.

Year 1 Total: \$3010: 1). AZ PlayTherapy Annual Conference (local) attended by three therapists; Registration \$250 x 3 = \$750. The conference provides therapists the opportunity to update knowledge, skills, and tools in the area of play therapy. Play therapy is used with child victims as a way to express, explore, and work through trauma. 2). TF- CBT Web Training (online) for two therapists @\$35 x 2 = \$70. Basic evidence-based trauma therapy training used with victims of trauma to improve trauma symptoms and responses. The training assists the therapist in building skills and techniques that improve victims' affective, cognitive, and behavioral trauma symptoms. 3). Eye Movement Desensitization and Reprocessing (EMDR) Foundations Training (local) for two therapists @ \$1095 x 2 = \$2190. This Includes Parts 1 and 2 each is a five-day intensive training separated by six months of practice with 10 hours of group consultation. EMDR therapy is an interactive therapy technique that is an effective treatment for trauma and PTSD. The impact on victims is the reduction of PTSD symptoms and improved daily functioning.

Year 2 Total: \$2436: 1). AZ PlayTherapy Annual Conference (local) attended by three therapists; Registration \$250 x 3 = \$750. 2). TF-CBT 2 Day Basic Certification Training & 12 Consultation Calls for one therapist held in Los Angeles, California. Registration \$705; hotel \$181 federal rate + tax \$21.63 x 2 nights = \$413; per diem \$66 MI&IE; first and last day is \$49.50 x 2 = \$99 + \$66 = \$165; mileage to LA 350 miles one way = 700 round trip x 57.5 cents federal rate = \$403. Total for 1 person = \$1686. TF-CBT training further builds therapist's ability to help victims improve trauma symptoms .

Year 3 Total: \$3986: 1). San Diego Conference on Child Family Maltreatment (out of state) attended by three therapists. Registration \$615 x 3 = \$1845, mileage to San Diego, 700 round trip miles x @\$57.5 cents federal rate = \$403. 1 hotel room shared by three attendees @\$173 (federal rate) + tax \$21.53 x 4 nights = \$779. Meals per diem \$71 per day x 3 days x 3 therapists = \$639; \$53.25 x 2 travel days x 3 therapists = \$320 Total per diem: \$959. Total \$3986. The conference provides vital and up to date information and builds skills to continue practicing services in a culturally sensitive, forensically sound, and trauma-informed manner.

CAPITAL EQUIPMENT

Are you requesting Capital Equipment for this project (VOCA or Match)? No

Year 1: 10/1/2024 to 9/30/2025						
Item	Quantity	Price Per Unit	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Year 1 Subtotals			\$0	\$0	\$0	\$0

Year 2: 10/1/2025 to 9/30/2026						
Item	Quantity	Price Per Unit	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Year 2 Subtotals			\$0	\$0	\$0	\$0

Year 3: 10/1/2026 to 9/30/2027						
Item	Quantity	Price Per Unit	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Year 3 Subtotals			\$0	\$0	\$0	\$0

CAPITAL EQUIPMENT EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL CAPITAL EQUIPMENT
Total VOCA	\$0	\$0	\$0	\$0
Total Match	\$0	\$0	\$0	\$0
Total Project Amount	\$0	\$0	\$0	\$0

JUSTIFICATION

Provide a detailed description and justify the need for each Capital Equipment item requested. Describe how the purchase of each item will assist in meeting the project goals. Explain any proration, if necessary.

OTHER EXPENSES

Are you requesting Other Expenses for this project (VOCA or Match)? Yes

Year 1: 10/1/2024 to 9/30/2025			
Non-Capital Equipment & Furniture			
Item	VOCA Amount	Match Amount	Total Project Amount
Operating Costs			
Item	VOCA Amount	Match Amount	Total Project Amount
Trauma Assessments	\$1,080	\$0	\$1,080
Victim Trauma Resource Books	\$1,200	\$0	\$1,200
Victim Coping Skills Kits	\$600	\$0	\$600
Building Lease for space used directly by victims	\$0	\$65,798	\$65,798
Cox Internet & Phone Service used by to staff to communicate with victims	\$0	\$5,805	\$5,805
			\$0
			\$0
Client Assistance			
Item	VOCA Amount	Match Amount	Total Project Amount
Indirect Costs			
Item	VOCA Amount	Indirect Cost Rate	Total Project Amount
		%	\$0
YEAR 1 SUBTOTALS	VOCA Amount	Match Amount	Total Project Amount
	\$2,880	\$71,603	\$74,483

Year 2: 10/1/2025 to 9/30/2026			
Non-Capital Equipment & Furniture			
Item	VOCA Amount	Match Amount	Total Project Amount
Operating Costs			
Item	VOCA Amount	Match Amount	Total Project Amount
Client Assistance			
Item	VOCA Amount	Match Amount	Total Project Amount
Indirect Costs			
Item	VOCA Amount	Indirect Cost Rate	Total Project Amount
		%	\$0
YEAR 2 SUBTOTALS	VOCA Amount	Match Amount	Total Project Amount
\$0		\$0	\$0

Year 3: 10/1/2026 to 9/30/2027			
Non-Capital Equipment & Furniture			
Item	VOCA Amount	Match Amount	Total Project Amount
Operating Costs			
Item	VOCA Amount	Match Amount	Total Project Amount
Client Assistance			
Item	VOCA Amount	Match Amount	Total Project Amount
Indirect Costs			
Item	VOCA Amount	Indirect Cost Rate	Total Project Amount
		%	\$0
YEAR 3 SUBTOTALS	VOCA Amount	Match Amount	Total Project Amount
	\$0	\$0	\$0

OTHER EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL OTHER EXPENSES
Total VOCA	\$2,880	\$0	\$0	\$2,880
Total Match	\$71,603	\$0	\$0	\$71,603
Total Project Amount	\$74,483	\$0	\$0	\$74,483

JUSTIFICATION - NON CAPITAL EQUIPMENT & FURNITURE

Provide a detailed description and justify the need for each item requested above.
Explain the basis for any calculations used to determine the requested amount(s), including any prorating methods.

Year 1 Total \$2400: \$2000: one laptop, one monitor. This technology is necessary for the third therapist to access email for communication with victims and other SWFAC staff, the SWFAC case management system, the SWFAC appointment calendar, the electronic medical records system, the telehealth platform, and Microsoft Word to type case treatment plans and notes . A laptop will provide the flexibility of using the computer in treatment rooms, conference rooms, meetings, and case reviews. One printer is necessary for the third therapist to provide confidential printing of victims' documents, assessments, treatment plans, and resources (\$400).

JUSTIFICATION - OPERATING COSTS

Provide a detailed description and justify the need for each operating cost requested above.
Explain the basis for any calculations used to determine the requested amount(s), including any prorating methods.

Years 1, 2 & 3: Operating Costs: \$4380 each year: Office, counseling supplies, and malpractice insurance for three therapists @ \$500 each. Total: \$1500. Trauma assessments and scoring forms used to assess each victim 's symptoms and direct their treatment plan. The assessments include the following: Trauma Symptom Checklist for Young Children, Trauma Symptom Checklist for Children, Trauma Symptom Inventory for Adults, and the PTSD and Suicide Screener @\$4.50 per assessment and score report = \$9.00 x 120 victims = \$1,080. Victim and caregiver trauma resource books @ \$10 per book x 120 victims = \$1,200. Victim coping skills kits @\$5.00 per kit x 120 = \$600.

Match Amount Year 1 Total: \$77,198: Building Lease: The amount paid for rooms used only for direct victim services: 4 therapy rooms, a total of 576 sq. ft.; 1 playroom 740 sq. ft.; 2 medical offices 306 sq. ft.; 1 lobby 360 sq. ft.; 4 family rooms 622 sq. ft.; 3

interview rooms 363 sq. ft.; 1 confrontation call room 144 sq. ft.; advocate meeting room and lobby 194 sq. ft. Total square footage: 3,305 x \$21.25 per sq. ft. = \$70231. Cox Internet and Phone service: \$562 per month x 5.99 months = \$3367. This service is used by staff to provide direct services to victims via phone and the internet . \$3600 Volunteer Match.

Match Amount Year 2 Total \$79,444: Building Lease: The amount paid for rooms used only for direct victim services: 4 therapy rooms, a total of 576 sq. ft.; 1 playroom 740 sq. ft.; 2 medical offices 306 sq. ft.; 1 lobby 360 sq. ft.; 4 family rooms 622 sq. ft.; 3 interview rooms 363 sq. ft.; 1 confrontation call room 144 sq. ft.; advocate meeting room and lobby 194 sq. ft. Total square footage: 3,305 x \$21.25 per sq. ft. = \$70231. Cox Internet and Phone service: \$562 per month x 9.98 months = \$5613. This service is used by staff to provide direct services to victims via phone and the internet . \$3600 Volunteer Match.

Match Amount Year 3 Total \$82,941: Building Lease: The amount paid for rooms used only for direct victim services: 4 therapy rooms, a total of 576 sq. ft.; 1 playroom 740 sq. ft.; 2 medical offices 306 sq. ft.; 1 lobby 360 sq. ft.; 4 family rooms 622 sq. ft.; 3 interview rooms 363 sq. ft.; 1 confrontation call room 144 sq. ft.; advocate meeting room and lobby 194 sq. ft. Total square footage: 3,305 x \$22.25 per sq. ft. = \$73,536. The lease rate increases by \$1 per square foot in the third year of the grant. Cox Internet and Phone service: \$562 per month x 10.32 months = \$5,805 This service is used by staff to provide direct services to victims via phone and the internet. \$3600 Volunteer Match

JUSTIFICATION - CLIENT ASSISTANCE

Provide a detailed description and justify the need for each Client Assistance line item requested above.

Explain the basis for any calculations used to determine the requested amount(s).

JUSTIFICATION - INDIRECT COSTS

Explain the calculation used to determine the indirect cost amount(s) requested above.

Indicate whether the agency is using the 10% de minimis rate or if the agency has a federally negotiated indirect cost rate.

MATCH

Year 1: 10/1/2024 to 9/30/2025

Match Line Item	Amount	Type	Funding Source
Personnel Salary		Cash	
Personnel Fringe		Cash	
Volunteers			
Playroom Victim/Child Supervisor	\$3,600	In-Kind	Volunteer Hours
Contractual Services		Cash	
Mileage			
Training Costs			
Capital Equipment			
Other Expenses: Non-Capital Equipment & Furniture			
Other Expenses: Operating Costs			
Building Lease for space used directly by victims	\$65,798	Cash	City of Avondale, Buckeye, Goodyear and the Maricopa County Sheriff's Office
Cox Internet & Phone Service used by to staff to communicate with victims	\$5,805	Cash	City of Avondale, Buckeye, Goodyear and the Maricopa County Sheriff's Office
Other Expenses: Client Assistance			

Are you requesting a match waiver?No

Match waiver amount

Cash Match	\$71,603
In-Kind Match	\$3,600
Match Waiver	\$0
Year 1 Match Total	\$75,203

Year 2: 10/1/2025 to 9/30/2026

Match Line Item	Amount	Type	Funding Source
Personnel Salary			

	Cash	
Personnel Fringe		
	Cash	
Volunteers		
	In-Kind	Volunteer Hours
Contractual Services		
	Cash	
Mileage		
Training Costs		
Capital Equipment		
Other Expenses: Non-Capital Equipment & Furniture		
Other Expenses: Operating Costs		
Other Expenses: Client Assistance		

Are you requesting a match waiver? No

Match waiver amount

Cash Match	\$0
In-Kind Match	\$0
Match Waiver	\$0
Year 2 Match Total	\$0

Year 3: 10/1/2026 to 9/30/2027

Match Line Item	Amount	Type	Funding Source
Personnel Salary			
		Cash	
Personnel Fringe			
		Cash	
Volunteers			
		In-Kind	Volunteer Hours
Contractual Services			
		Cash	
Mileage			
Training Costs			
Capital Equipment			

Other Expenses: Non-Capital Equipment & Furniture

Other Expenses: Operating Costs

Other Expenses: Client Assistance

Are you requesting a match waiver?

No

Match waiver amount

Cash Match	\$0
In-Kind Match	\$0
Match Waiver	\$0
Year 3 Match Total	\$0

MATCH	YEAR 1	YEAR 2	YEAR 3	TOTAL MATCH
Total Cash Match	\$71,603	\$0	\$0	\$71,603
Total In-Kind Match	\$3,600	\$0	\$0	\$3,600
Match Waiver	\$0	\$0	\$0	\$0
Total Match	\$75,203	\$0	\$0	\$75,203

DETAILED BUDGET SUMMARY

	10/1/2023- 9/30/2024	10/1/2024- 9/30/2025	10/1/2025- 9/30/2026	
VOCA EXPENSES	Year 1	Year 2	Year 3	Total Project
Personnel - Salary	\$246,321	\$0	\$0	\$246,321
Personnel - Fringe Benefits	\$47,623	\$0	\$0	\$47,623
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training Costs	\$3,986	\$0	\$0	\$3,986
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$2,880	\$0	\$0	\$2,880
TOTAL VOCA	\$300,810	\$0	\$0	\$300,810
MATCH EXPENSES	Year 1	Year 2	Year 3	Total Project
Personnel - Salary	\$0	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Volunteers	\$3,600	\$0	\$0	\$3,600
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training Costs	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$71,603	\$0	\$0	\$71,603
Match Waiver	\$0	\$0	\$0	\$0
TOTAL MATCH	\$75,203	\$0	\$0	\$75,203
Match Requirement	\$75,203	\$0	\$0	\$75,203
Match Overage/Shortage	\$0	\$0	\$0	\$0
TOTAL PROJECT	\$376,013	\$0	\$0	\$376,013
TOTAL EXPENSES	Year 1	Year 2	Year 3	TOTAL
TOTAL VOCA	\$300,810	\$0	\$0	\$300,810
TOTAL MATCH	\$75,203	\$0	\$0	\$75,203
TOTAL PROJECT	\$376,013	\$0	\$0	\$376,013

SOURCE OF FUNDING

VOCA Application	10/1/2023-9/30/2024	10/1/2024-9/30/2025	% of Total Budget
	\$300,810	\$300,810	16%

Federal Funds				
Source	FY 2024	FY 2025	% of Total Budget	CFDA
				0%
				0%
				0%
				%
Total Federal Funds	\$0	\$0	0%	

State Funds			
Source	FY 2024	FY 2025	% of Total Budget
			0%
			0%
			0%
			%
Total State Funds	\$0	\$0	0%

Local Funds			
Source	FY 2024	FY 2025	% of Total Budget
Cities of Avondale, Buckeye, Goodyear and MCSO	\$1,351,656	\$1,600,000	83%
City of Avondale	\$5,000	\$0	0%
Friends of the Southwest Family Advocacy Center	\$15,000	\$20,000	1%
			%
Total Local Funds	\$1,371,656	\$1,620,000	84%

Other Non-Federal Funds			
Source	FY 2024	FY 2025	% of Total Budget
			0%
			0%
			0%
			%
Total Other Non-Federal Funds	\$0	\$0	0%

TOTAL VICTIM SERVICES BUDGET	FY 2024	FY 2025
	\$1,672,466	\$1,920,810

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1097-0924 - Authorizing Pass-Through Grant from Tohono O'odham Nation

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

PURPOSE:

City Council will consider a request to adopt Resolution 1097-0924, authorizing the City of Avondale's acceptance of grant funding through the Tohono O'odham Nation and passing those grant funds to the Arizona Justice Center, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Under Proposition 202, the Tohono O'odham Nation makes 12% of their annual gaming revenue available to local governments and non-profit organizations for services that benefit the general public. Under the proposed agreement, the City of Avondale will be a pass-through of this grant to the Arizona Justice Center. The Arizona Justice Center provides legal assistance, social services, and life coaching to transform the lives of those facing crisis and bring them help, hope, and encouragement.

DISCUSSION:

On the execution of the award agreement, the Nation will issue payment in full to the City. The parties agree that the City is responsible for disbursing these funds. After the distribution, the City shall have no further responsibility to the Nation with respect to the funds or the use of these funds.

BUDGET IMPACT:

No budget impact as Avondale will serve as a pass-through of this grant.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the agreement to pass-through the Tohono O'odham 12% gaming grant in the amount of \$12,402 to the Arizona Justice Center.

Contact person for document distribution: Maggie Lam

Robert Baer

Aneyssa Romo

RESOLUTION NO. 1097-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, AUTHORIZING AND ACCEPTING A GRANT FROM THE TOHONO O'ODHAM NATION FOR PROVISION OF SERVICES THAT BENEFIT THE GENERAL PUBLIC.

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

SECTION 1. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed Twelve Thousand Four Hundred Two Dollars (\$12,402.0) (the "Grant"), and (ii) the execution of the Grant in Aid Agreement with the Tohono O'odham Nation relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, 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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 23, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1097-0924

[Agreement]

See following pages.

**GRANT-IN-AID AGREEMENT
BETWEEN
THE TOHONO O’ODHAM NATION
AND
CITY OF AVONDALE**

THIS GRANT-IN-AID AGREEMENT (“Agreement”) is between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the City of Avondale, a political subdivision of the State of Arizona (“City”).

RECITALS

The Nation desires to convey to City a portion of its annual 12% local revenue-sharing contribution (“Contribution”) to be used by City and City recipients for services that benefit the general public.

The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments.

The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

Under A.R.S. § 5-601.02(H)(4), City may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

City is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
- 2. Contribution.** On execution of this Agreement, the Nation will issue payment to the City in the amount described in Schedule A (the “Contribution”) for the purpose(s) detailed in Schedule A. City will distribute funds directly to the recipients (“Recipients”) listed in Schedules A.

3. Disbursement of Contribution.

- a. Disbursing Contribution and Recordkeeping.** City is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, City shall distribute the Contribution per City policies and procedures governing the disbursement of these funds. City shall keep and maintain records relating to the disbursements and this Agreement.
- b. Post-Disbursement Responsibilities.** When applicable, the parties agree that City will be acting as a conduit for distribution of the Contribution to the Recipients. Upon distribution of the Contribution to the Recipients as identified in Section 2 of this Agreement, the City shall have no further responsibility to the Nation with respect to such funds or the use thereof by the Recipients. Therefore, upon the City's disbursement of the Contribution to a Recipient as provided in Section 2, the Nation shall release the City from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that a Recipient fails to expend the Contribution in accord with Section 2. The Nation further agrees that the City shall have no obligation to reimburse the Nation the amount of the Contribution after the City disburses the Contribution to a Recipient and that the Nation shall look solely to the Recipient for repayment of the Contribution if the Contribution is not used for the intended purposes.

4. Term and Termination.

- a. Effective Date.** This Agreement shall become effective when all parties have signed. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
- b. Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier ("End Date"). The Nation, in its discretion, may approve in writing any request by the City for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- c. Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing City fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after City receives the Contribution but before City disbursed the Contribution in accord with Section 2, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
- d. Termination by City.** All parties acknowledge that this Agreement may be subject to cancellation by City per A.R.S. § 38-511.

5. Money Unclaimed. If City fails to accept the Contribution on or before June 30, 2025, this Agreement will be deemed to have been terminated by City and the Nation will award the Agreement Contribution to another local government entity.

6. Monitoring, Review, and Audit. The Nation may monitor and review the Recipients' use of their portions of the Contribution as well as the Recipients' performance of the projects

funded thereunder, and their compliance with this Agreement, which may include onsite visits to assess the Recipients' governance, management and operations, to discuss the Recipient's programming and finances, and review relevant financial and other records and materials related to the Recipient's use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the Recipients. Any onsite visit or audit shall be conducted at the Nation's expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.

7. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and City shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.
8. **Notices.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Verlon M. Jose Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the City:

City of Avondale
Attn: Robert Baer, Budget Manager
11465 W. Civic Center Dr..
Avondale, AZ 85323

(623) 333-2027
rbaer@avondaleaz.gov

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- 9. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 10. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 11. No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 12. Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 13. Counterparts and Electronic Signatures.** This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- 14. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION

Verlon Jose

Verlon M. Jose, Chairman

09/04/2024

Date

CITY OF AVONDALE

Mayor

Date

ATTEST:

Clerk of the City Council

Date

SCHEDULE “A”

AVONDALE

Organization	Project		Amount Awarded
Arizona Justice Center	Lay Peer Coach		\$12,402.00

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1098-0924 - Authorizing Technical Assistance Acceptance from Department of Energy

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Renee Weatherless, Finance and Budget Director

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Natural Resources and Open Spaces - Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.
-

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1098-0924, authorizing technical assistance acceptance from the Department of Energy (DOE) in the amount of \$138,310; b) authorize and direct staff 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; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has been awarded \$138,310 through the Energy Efficiency and Conservation Block Grant (EECBG) program, which is funded by the U.S. Department of Energy (DOE). The EECBG program provides formula-based grants to state, local, and tribal governments to implement projects and programs that improve energy efficiency and reduce energy demand.

DISCUSSION:

Avondale has been approved to receive technical assistance services from the DOE's Technical Assistance Administrator. This allows the city to use the allocated funding to receive expert technical services and analysis, rather than receiving the EECBG grant funds directly. As part of this technical assistance, the city will conduct comprehensive energy efficiency audits of its municipal facilities to determine a baseline of current energy consumption and identify opportunities for improvements. Additionally, the technical assistance will include an evaluation of the potential for renewable energy conversion at city facilities.

This technical assistance directly supports Avondale's Sustainability Plan, which aims to improve energy efficiency of city facilities and expand renewable energy through on-site solar projects. The assistance will help

the city progress towards its ambitious goals of achieving 90% renewable energy city-wide by 2025, 80% renewable energy for city operations by 2035, and a 50% reduction in greenhouse gas emissions within city operations by 2030 (2012 baseline).

By utilizing this technical assistance, the City of Avondale will gain valuable insights and expertise to help guide its energy-saving efforts. The building energy audits will identify opportunities to enhance efficiency and evaluate cost-saving improvements, while the renewable energy feasibility study will explore ways to integrate clean, renewable sources into the city's operations.

BUDGET IMPACT:

There is no budget impact as no direct funding will be provided by the Department of Energy (DOE) and no matching funds are required.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing technical assistance acceptance from the Department of Energy (DOE) in the amount of \$138,310 and authorize staff to take the necessary actions to execute the terms of the agreement.

*Contact person for document distribution: Robert Baer
Katrece Swenson*



EECBG Program PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7. Please submit your completed document to EECBG@hq.doe.gov.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:	The City of Avondale				
UEI:	GDTNM5BLN9Y4				
Business Officer (BO):	Maggie Lam	BO Phone Number:	623-333-2030	BO Email:	mlam@avondaleaz.gov
Project Director/ Principal Investigator (PI):	Katrece Swenson	PI Phone Number:	623-333-4473	PI Email:	kswenson@avondaleaz.gov

Note: PI is the designated primary point of contact for the EECBG grant, such as the Project or Program Manager. Business Officer is the authorized individual responsible for financial management of the EECBG grant. Additionally, UEI number is *required* for grant applicants, but not for voucher applicants.

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- ☒ Local Government
☐ Tribal Government
☐ State
☐ Territory

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional(s) district for the primary location where the grant will be performed.

Street Address:	11465 West Civic Center Dr.
City:	Avondale
State:	Arizona
Zip:	85323
Congressional District(s):	7th Congressional district of Arizona

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select "Grant." (Select one option) [response to this question is non-binding]

- ☐ Voucher for Technical Assistance
- ☐ Voucher for Equipment Rebate
- ☒ Voucher for both Technical Assistance and Equipment Rebate
- ☐ Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
- ☐ Yes
- ☒ No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
- ☐ Yes
- ☒ No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
- ☐ Yes
- ☒ No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
- ☐ Yes
- ☒ No

¹ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

² For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
- ☐ Yes
- ☒ No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from receiving Federal Contracts, subcontracts or financial assistance?
- ☐ Yes
- ☒ No
- g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?
- ☐ Yes
- ☒ No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the [DOE Interim Conflict of Interest Policy](#). As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?
- ☒ No
- ☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section V(b)(3).
- C. **Organizational Conflicts of Interest³.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See [DOE Interim Conflict of Interest Policy](#) Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?
- ☒ No
- ☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section VI.

Recipients choosing a voucher may skip to Section 8

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement. **Note: If ASAP number is not available, please leave field (1) blank and proceed with filling out (2) and (3).**

1) ASAP Number:	
2) ASAP/Payments Contact Person:	
3) Indicate Preferred Payment Method:	☐ Payment by Advance ☐ Payment by Reimbursement

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? ☐ Yes ☐ No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. ☐ Yes ☐ No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) ☐ Yes ☐ No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? ☐ Yes ☐ No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form. ☐ Yes ☐ No

b. An electronic copy of the audit was provided with application package. ☐ Yes ☐ No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

--

3. Recipient's fiscal year end date is _____

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards.

Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail.

(If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: _____

Point of Contact:

Phone/Email:

4b. DCAA Contact Information:

DCAA Office:

Point of Contact:

Phone/Email:

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting, and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “[Pre-award Accounting System Adequacy Checklist](#)” under CUSTOMERS-->Checklists and Tools.

	Yes	No	NA
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	☐	☐	☐
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	☐	☐	☐
b. Identification and accumulation of direct costs by project.	☐	☐	☐
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	☐	☐	☐
d. Accumulation of costs under general ledger control.	☐	☐	☐
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	☐	☐	☐
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	☐	☐	☐
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	☐	☐	☐
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	☐	☐	☐
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	☐	☐	☐
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	☐	☐	☐
4. Is the Accounting System currently in full operation?	☐	☐	☐

SECTION 7: REPRESENTATION/CERTIFICATION *(Grant recipients only)*

Certification of the information is required by the organization's authorized representative

- ☐ I certify that I have registered in the System for Award Management (SAM).
- ☐ I certify that I have registered in FedConnect.net in order to receive award documentation.
- ☐ I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.
- ☐ I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- ☐ I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- ☐ I certify the Recipient:
 - (1) Has in effect an up to date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

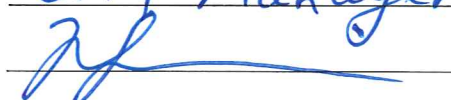
SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Authorized
Official:

Ron Corbin
City Manager


Date:

4/24/2023

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Katrece Swenson

Title:

Senior Management Analyst

Signature of Principal
Investigator:

Katrece Swenson

Digitally signed by Katrece Swenson
Date: 2023.04.20 15:55:47 -07'00'

Date:

4/24/2023

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “[Pre-award Accounting System Adequacy Checklist](#)” under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following ANNUAL responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under “CUSTOMERS->Checklists and Tools”, click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.

(b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.

(c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

RESOLUTION NO. 1098-0924

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A VOUCHER FOR TECHNICAL ASSISTANCE FROM THE U. S. DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM.

WHEREAS, the U.S. Department of Energy (the "DOE") has selected the City of Avondale (the "City") to receive a voucher for technical assistance under its Energy Efficiency and Conservation Block Grant (the "EECBG") Program to develop strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency; and

WHEREAS, the DOE will distribute an EECBG Technical Assistance Voucher (the "Award") to the City that includes the following: desktop activities, including but not limited to planning, designing, data collection, project management, training, outreach, reporting and analyzing the development of energy planning, energy efficiency, renewable energy, electrical vehicles, and sustainable transportation type projects without any modifications to structures and no occurrences of ground disturbances; and

WHEREAS, the City desires to accept the Award and use it to implement energy-saving strategies; and

WHEREAS, the City agrees, in connection with using the Award to follow the Special Terms and Conditions under the EECBG Program.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Award for a technical assistant voucher from the DOE to fund energy efficiency audits of City facilities, (ii) using the Award for eligible energy programs, and (iii) the acceptance of the general terms and conditions under the EECBG Program (the "Agreement") in substantially the form and substance with the documents attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Award 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,
September 23, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1098-0924

[Agreement]

See following pages.

Special Terms and Conditions

The **Technical Assistance Voucher Recipient** (“Recipient”), which is identified in the voucher application, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	NEPA Determination

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions	3
Term 1. Legal Authority and Effect	3
Term 2. Compliance with Federal, State, and Municipal Law	3
Term 3. Inconsistency with Federal Law	3
Term 4. Federal Stewardship	3
Term 7. Reporting Requirements	5
Term 8. Lobbying	5
Term 10. No-Cost Extension	6
Term 11. Record Retention	6
Term 12. Audits	6
Term 13. Indemnity	7
Term 14. Foreign National Participation	7
Term 15. Post-Award Due Diligence Reviews	7
Subpart B. Financial Provisions	8
Term 16. Maximum Obligation	8
Term 18. Allowable Costs	8
Term 19. Budget Changes	8
Subpart C. Miscellaneous Provisions	9
Term 20. Environmental, Safety and Health Performance of Work at DOE Facilities	9
Term 21. Nondisclosure and Confidentiality Agreements Assurances	9
Term 22. Recipient Integrity and Performance Matters	10
Term 23. Export Control	12
Term 24. Interim Conflict of Interest Policy for Financial Assistance	12
Term 25. Organizational Conflict of Interest	13
Term 26. Human Subjects Research	13
Term 27. Fraud, Waste and Abuse	14
Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements	15
Term 28. Reporting, Tracking and Segregation of Incurred Costs	15
Term 29. Potentially Duplicative Funding Notice	15
Term 30. Transparency of Foreign Connections	15
Term 31. Foreign Collaboration Considerations	16

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 3. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 4. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 5. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 6. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer or the invoice reviewer designated by the Contracting Officer or the invoice reviewer designated by the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer or the invoice reviewer designated by the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share of if the work is performed by the contractors or other project partners.

B. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer or the invoice reviewer designated by the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer or the invoice reviewer designated by the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer or the invoice reviewer designated by the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer or the invoice reviewer designated by the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award

was selected under and is in the economic interests of the United States. The Contracting Officer or the invoice reviewer designated by the Contracting Officer may require additional information before considering such request.

Term 7. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Recipients will review and sign-off on all applicable reporting prepared by the Technical Assistance Administrator. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 8. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 9. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent

the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 10. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer or the invoice reviewer designated by the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer or the invoice reviewer designated by the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 11. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 12. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient’s records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient’s financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 13. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 14. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 15. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring

an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 16. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 17. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer or the invoice reviewer designated by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 18. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer or the invoice reviewer designated by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer or the invoice reviewer designated by the Contracting Officer for any foreign travel costs.

Term 19. Budget Changes

A. Budget Changes Generally

The Contracting Officer or the invoice reviewer designated by the Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, must be approved in advance and in writing by the Contracting Officer or the invoice reviewer designated by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer or the invoice reviewer designated by the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

Subpart C. Miscellaneous Provisions

Term 20. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 21. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by*

controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 22. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract

Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 23. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 24. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine

whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 25. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 26. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 27. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit

<https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 28. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 29. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 30. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 31. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Authorized Signature

Date

Name:

Title:

Entity Name:

PMC-ND
(1.08.09.13)

**U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION**



RECIPIENT:EECBG Program - Office of State and Community Energy Programs

STATE: Mult

PROJECT TITLE
: EECBG Program Technical Assistance Vouchers

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
DE-FOA-0002882		GFO-EECBG-TAV23-001	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

- | | |
|--|--|
| A9 Information gathering, analysis, and dissemination | Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.) |
| A11 Technical advice and assistance to organizations | Technical advice and planning assistance to international, national, state, and local organizations. |

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Energy Efficiency Conservation Grant Block Program (EECBG) as authorized by Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended, and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, 2 CFR Part 200 as amended by 2 CFR Part 910 and Section 40552 of the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58).

Under the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) DOE would distribute EECBG Technical Assistance Vouchers to eligible units of local government and Indian tribes (hereinafter "Recipients"). Estimated individual Recipient allocations are included in the ALRD. This EECBG Program is designed to assist these Recipients in developing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. Activities funded by the Technical Assistance Vouchers would include desktop activities, including but not limited to planning, designing, data collection, project management, training, outreach, reporting, and analyzing development of energy planning, energy efficiency, renewable energy, electric vehicles, and sustainable transportation type projects. No physical modifications to structures and no ground disturbance would occur.

NEPA PROVISION

DOE has made a final NEPA determination.

Notes:

Office of State and Community Energy Programs - EECBG
NEPA review completed by Amy Lukens, 9/18/2023.

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and

construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

The proposed action is categorically excluded from further NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: _____



Casey Strickland

NEPA Compliance Officer

Date: 9/18/2023

FIELD OFFICE MANAGER DETERMINATION

- ☒ Field Office Manager review not required
☐ Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____

Field Office Manager

Date: _____

ITEM NUMBER: 4.h.

SUBJECT: Ordinance 2028-0924 and Ordinance 2029-0924 – Abandonment of Belmont Drive Right-of-Way and Reservation of a Public Utility Easement

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to: a) adopt Ordinance 2028-0924 authorizing the abandonment of Belmont Drive right-of-way generally located south of Western Avenue, east of 5th Street and west of 6th Street, reserving a public utility easement thereon; b) adopt Ordinance 2029-0924 authorizing the reservation of a public utility easement on City-owned property; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Belmont Street was platted and dedicated for public use (as Midway Avenue) per a map titled "Avondale a Subdivision of East-Avondale" as recorded in Book of Maps 21, Page 34, with the Maricopa County Recorder's Office.

DISCUSSION:

Staff wishes to abandon a portion of Belmont Drive right-of-way between 5th Street and 6th Street, reserving a 30-foot-wide public utility easement (PUE) thereon. The abandoned right-of-way will become part of the property that will house the new Fire Station 171 facility. Staff also wishes to reserve an 8-foot-wide PUE on a portion of City-owned property north of Belmont Drive identified by Assessor Parcel Number (APN) 500-43-972. Once the existing utilities have been relocated, the PUEs will be abandoned by a separate Council action.

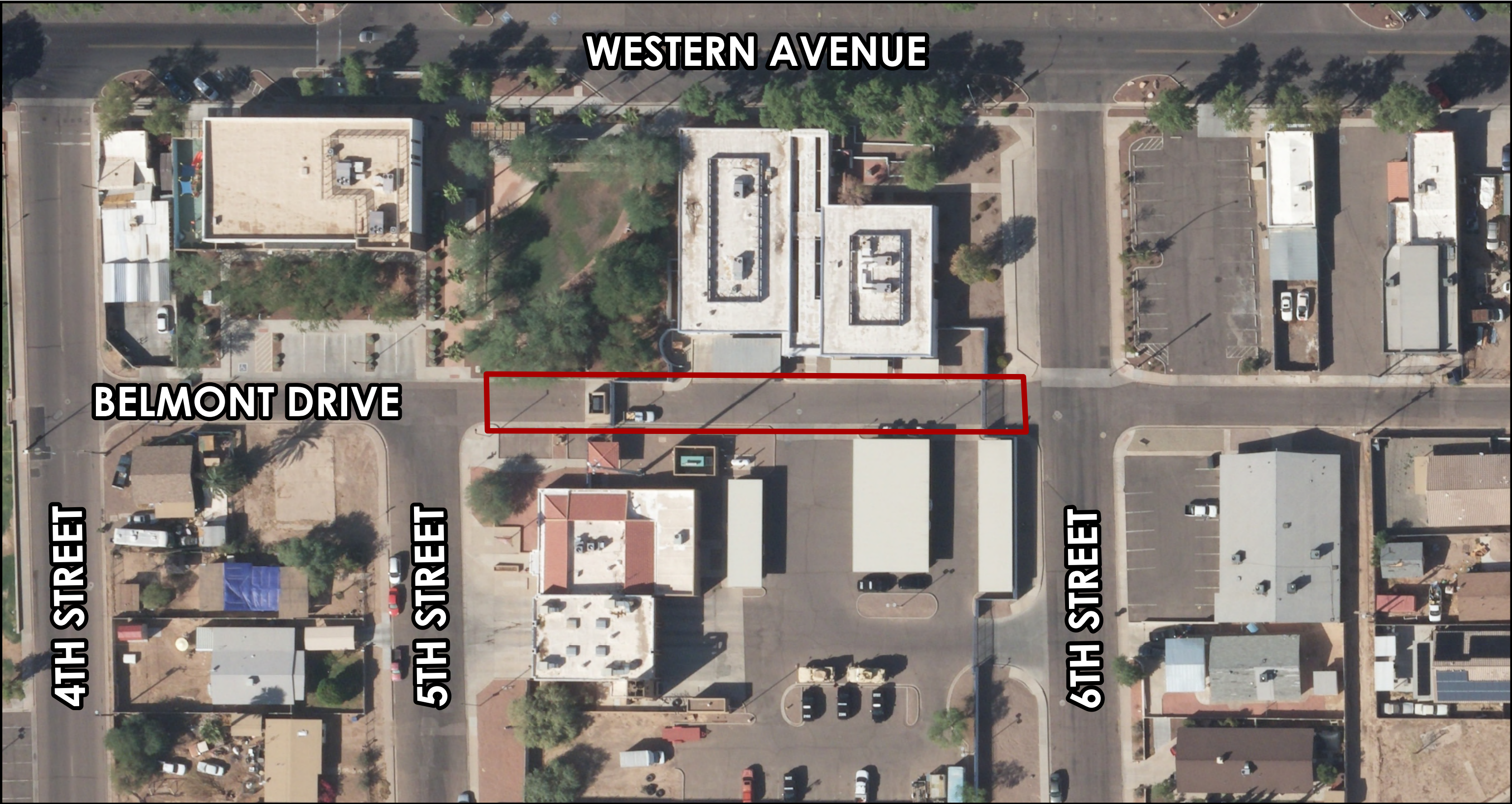
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council (a) adopt an ordinance authorizing the abandonment of Belmont Drive right-of-way generally located south of Western Avenue, east of 5th Street and west of 6th Street, reserving a public utility easement thereon; (b) adopt an ordinance authorizing the reservation of a public utility easement on City-owned property, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Terry Dorschied



Vicinity Map

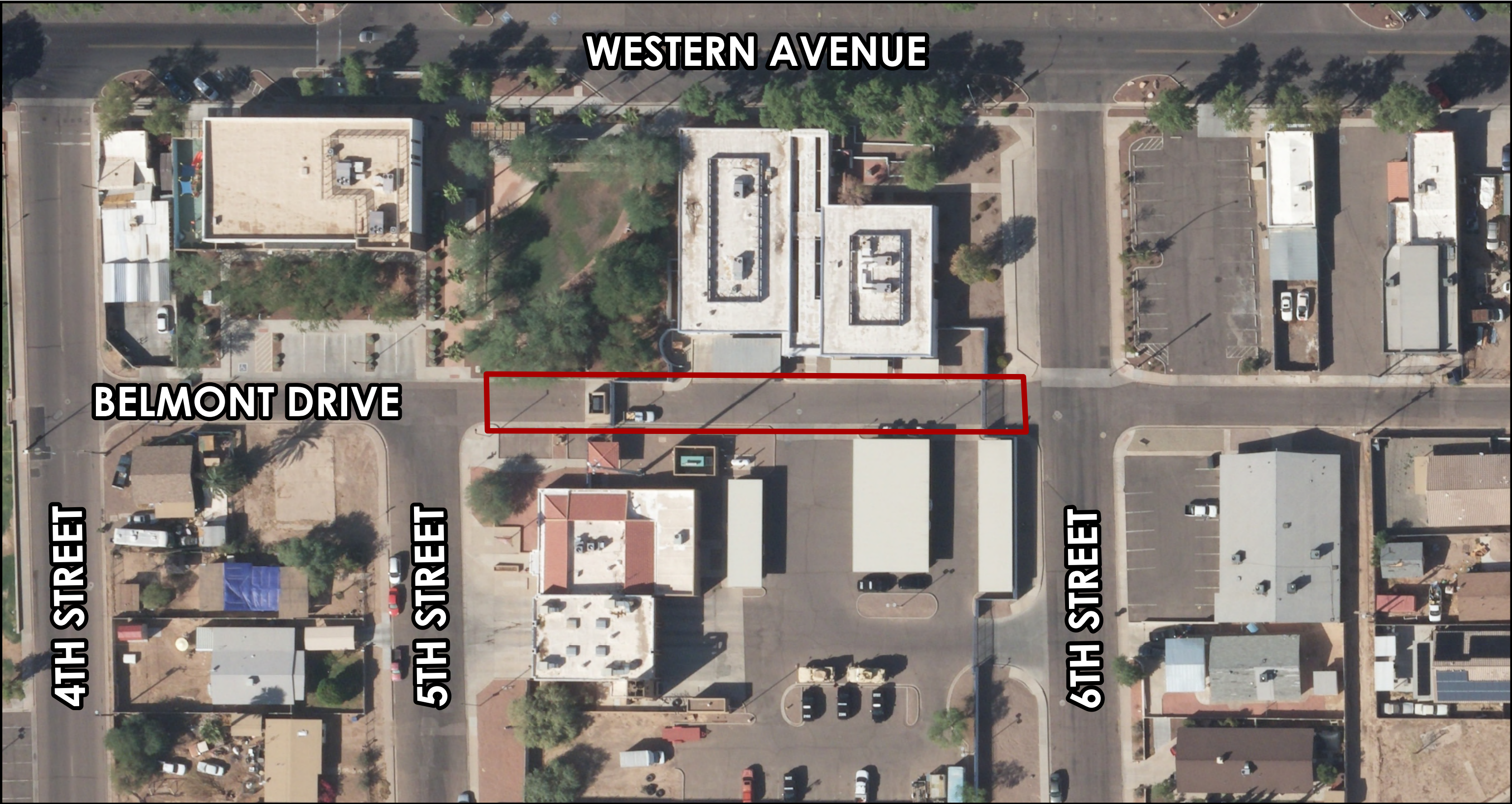


Right Of Way (To Be Abandoned)



Not to Scale





Vicinity Map



 Reservation of PUE





Vicinity Map



 Easement Boundary

Not to Scale



EXHIBIT "A"
Description of Real Estate
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One (1) North, Range One (1) West, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Dysart Road and Western Avenue also being the Northeast Corner (NE) of Section 15 from which a found Brass cap in Hand Hole at the North Quarter Corner (N1/4) of said Section 15, at the intersection of Central Avenue and Western Avenue, bears North 89°44'19" West, a distance of 2,634.02 feet based on the Amended Results of Survey, Street Monument Inventory drawing recorded in book 1145, Page 18 of the Maricopa County Recorder's Office;

THENCE along said section line also being Western Avenue, North 89 degrees 44 minutes 19 seconds West, a distance of 809.69 feet;

THENCE Departing said line, South 00 degrees 15 minutes 41 seconds West, a distance of 173.40 feet to a point on the North Right of Way Line of Belmont Drive and the **point of Beginning**;

THENCE Continuing along said Right of Way North 89 degrees 44 minutes 06 seconds West a distance of 19.85 feet;

THENCE Departing said line North 69 degrees 30 minutes 31 seconds West a distance of 22.53 feet;

THENCE North 00 degrees 34 minutes 05 seconds East a distance of 8.51 feet;

THENCE South 69 degrees 30 minutes 31 seconds East a distance of 43.62 feet;

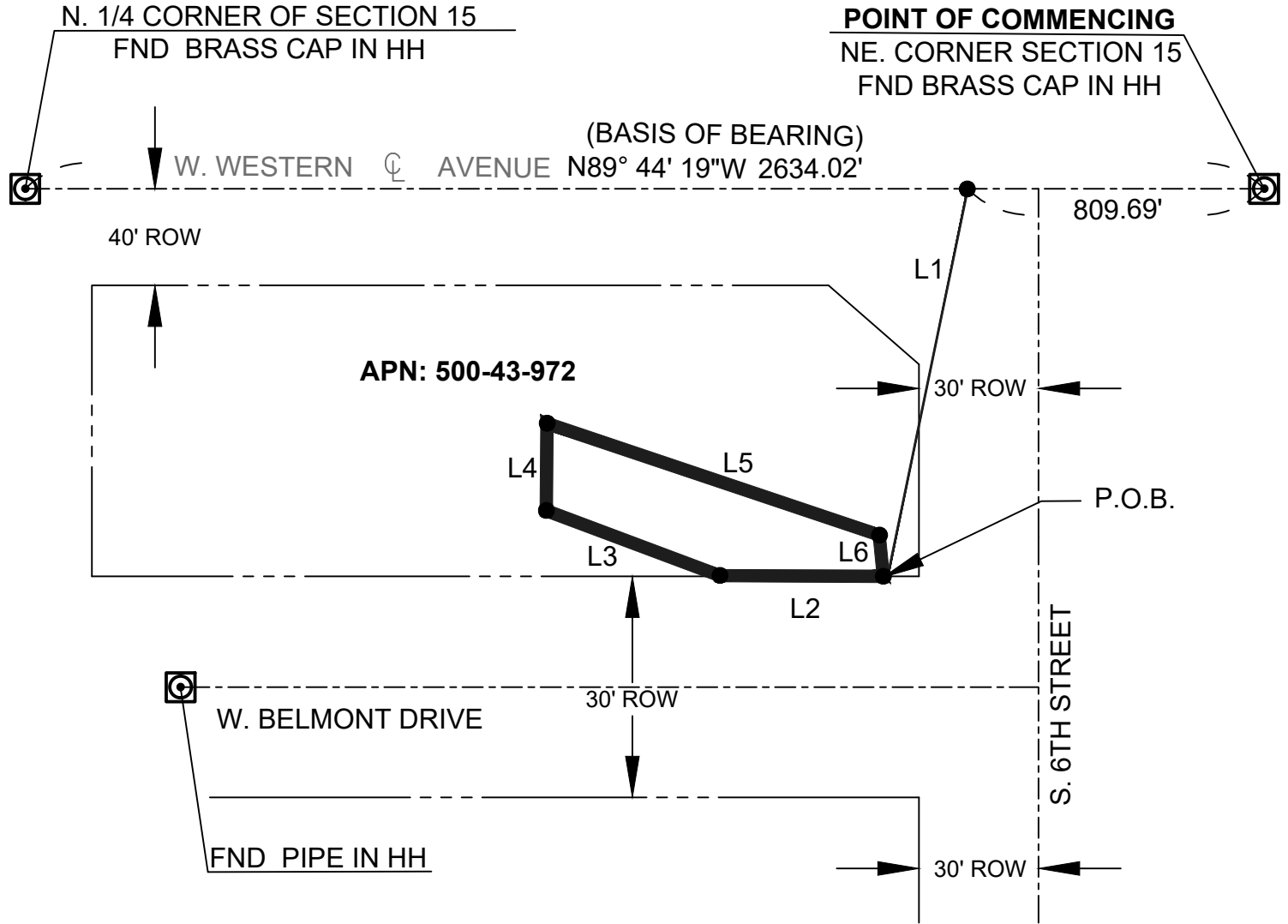
THENCE South 00 degrees 23 minutes 40 seconds East, a distance of 1.22 feet to the **point of Beginning**;

Containing 276.7 sqft or 0.01 acres more or less

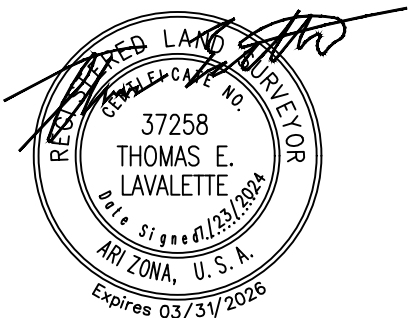
Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com



EXHIBIT "A"



LINE TABLES			LINE TABLES		
LINES	LENGTHS	BEARING	LINES	LENGTHS	BEARING
L1	173.40'	S00° 15' 41"W	L4	8.51'	N00° 34' 05"E
L2	19.85'	N89° 44' 06"W	L5	43.62'	S69° 30' 31"E
L3	22.53'	N69° 30' 31"W	L6	1.22'	S00° 23' 40"E



SCALE:
NTS
T1N R1W



ENGINEERING ALLIANCE
I N C

PROJECT: 2023-M-50

DATE: 07-23-2024

CHKD BY: TL

DRN BY: BL

SCALE: N.T.S.

TITLE:

8' PUE

SHEET NO: 1 OF 1

ORDINANCE NO. 2028-0924

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, PROVIDING FOR THE ABANDONMENT OF BELMONT DRIVE
RIGHT-OF-WAY AND CAUSING THE RIGHT-OF-WAY TO BE RETURNED
TO THE LARGER CITY PARCELS FOR OTHER PUBLIC USE.

WHEREAS, the City of Avondale (the “City”) is the owner of right-of-way over certain real property situated within Maricopa County, Arizona, currently designated as Belmont Drive, generally located south of Western Avenue between South 5th Street and South 6th Street in Avondale (the “Right-of-Way”); and

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to dispose of its acquired property as the City’s interests may require; and

WHEREAS, the Right-of-Way was platted and dedicated for public use in February 1929 as Midway Avenue per the map titled AVONDALE A SUBDIVISION OF EAST - AVONDALE, recorded with the Maricopa County Recorder’s Office in Book of Maps 21, page 34; and

WHEREAS, the Council of the City of Avondale has determined (i) it is necessary and appropriate to abandon the use of the Right-of-Way as a roadway, if any, (ii) desires to use the Right-of-Way for another public use, and (iii) the City desires to reserve and except from the abandonment a ±30 ft. wide public utility easement (the “Easement”) through, over, under and across a portion of the Right-of-Way, as convenient or necessary for use and operation by the City. The Right-of-Way is depicted and described in Exhibit A and the Easement is depicted and described in Exhibit B, both attached hereto and incorporated herein by reference; and

WHEREAS, the City is authorized to vacate and abandon rights-of-way pursuant to ARIZ. REV. STAT. §§ 9-240(B)(3)(e) and 28-7205.

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

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

SECTION 2. The Right-of-Way, as more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference, is hereby (i) declared to be no longer necessary for public use as a roadway, if any, and (ii) abandoned for that purpose.

SECTION 3. The Easement, as more particularly described and depicted in Exhibit B, attached hereto and incorporated herein by reference, is hereby reserved by the City.

SECTION 4. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Right-of-Way designation as a roadway shall be forever extinguished, and all right and title to the real property described therein shall vest in the City.

SECTION 5. 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 Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 23, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2028-0924

[Legal Description and Map of Abandoned Roadway]

See following pages.

EXHIBIT "A"
Abandonment of Belmont Drive
IN MARICOPA COUNTY, STATE OF
ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One (1) North, Range One (1) West, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Dysart and Western Avenue also being the Northeast Corner (NE) of section 15 from which a found Brass cap in Hand Hole at the North Quarter Corner (N1/4) of said Section 15, at the intersection of Central Avenue and Western Avenue, bears North 89°44'19" West, a distance of 2,634.02 feet based on the Amended Results of Survey, Street Monument Inventory drawing recorded in book 1145, Page 18 of the Maricopa County Recorder's Office;

THENCE along said section line, North 89 degrees 44 minutes 19 seconds West, a distance of 782.27 feet to a point at the Intersection of Western Avenue and 6th Street;

THENCE South 01 degrees 28 minutes 08 seconds East, a distance of 172.58 feet to a point on the Centerline of 6th Street;

THENCE Departing Said Centerline South 88 degrees 31 minutes 50 seconds West a distance of 30.00 feet to the Northwestern corner of Right of Way for 6th Street and Belmont Drive also being the Point of Beginning;

THENCE South 01 degrees 28 minutes 10 seconds East a distance of 30.00 feet to the Southwestern corner of Right of Way for 6th Street and Belmont Drive;

THENCE North 89 degrees 44 minutes 06 seconds West a distance of 284.51 feet along the South Right of Way Line of Belmont Drive to the East Right of Way line of 5th Street;

THENCE North 01 degrees 28 minutes 10 seconds West a distance of 30.00 feet to the North Right of Way Line of Belmont Drive;

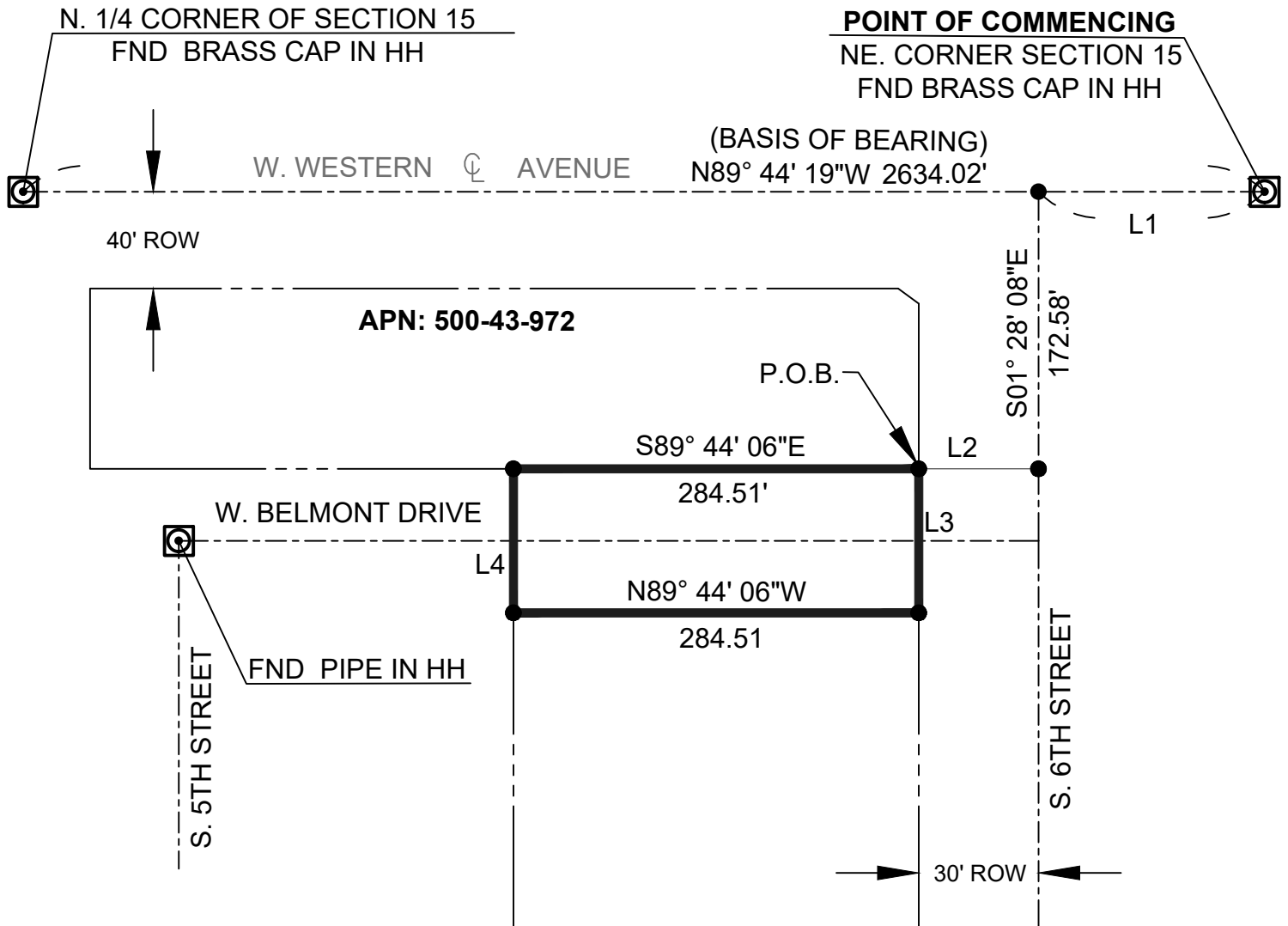
THENCE along said Right of Way South 89 degrees 44 minutes 06 seconds East a distance of 284.51 feet to the **Point of Beginning**;

Containing 8531.4 sqft or 0.20 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

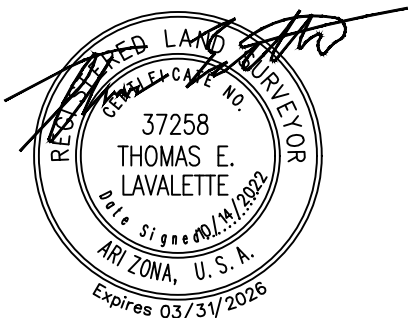


EXHIBIT "A"



LINE TABLES

LINES	LENGTHS	BEARING
L1	782.27'	N89° 44' 19"W
L2	30.00'	S88° 31' 50"W
L3	30.00'	S01° 28' 10"E
L4	30.00'	N01° 28' 10"W



SCALE:
NTS
T1N R1W



ENGINEERING ALLIANCE
INC

PROJECT: 2022-M-094	
DATE: 10-14-2022	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE: ABANDONMENT OF BELMONT DRIVE	
SHEET NO: 1 OF 1	

EXHIBIT B
TO
ORDINANCE NO. 2028-0924

[Legal Description and Map of Reserved Easement]

See following pages.

EXHIBIT "B"
30' PUE RESERVATION
IN MARICOPA COUNTY, STATE OF
ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One (1) North, Range One (1) West, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Dysart and Western Avenue also being the Northeast Corner (NE) of section 15 from which a found Brass cap in Hand Hole at the North Quarter Corner (N1/4) of said Section 15, at the intersection of Central Avenue and Western Avenue, bears North 89°44'19" West, a distance of 2,634.02 feet based on the Amended Results of Survey, Street Monument Inventory drawing recorded in book 1145, Page 18 of the Maricopa County Recorder's Office;

THENCE along said section line, North 89 degrees 44 minutes 19 seconds West, a distance of 782.27 feet to a point at the Intersection of Western Avenue and 6th Street;

THENCE South 01 degrees 28 minutes 08 seconds East, a distance of 172.58 feet to a point on the Centerline of 6th Street;

THENCE Departing Said Centerline South 88 degrees 31 minutes 50 seconds West a distance of 30.00 feet to the Northwestern corner of Right of Way for 6th Street and Belmont Drive also being the Point of Beginning;

THENCE South 01 degrees 28 minutes 10 seconds East a distance of 30.00 feet to the Southwestern corner of Right of Way for 6th Street and Belmont Drive;

THENCE North 89 degrees 44 minutes 06 seconds West a distance of 284.51 feet along the South Right of Way Line of Belmont Drive to the East Right of Way line of 5th Street;

THENCE North 01 degrees 28 minutes 10 seconds West a distance of 30.00 feet to the North Right of Way Line of Belmont Drive;

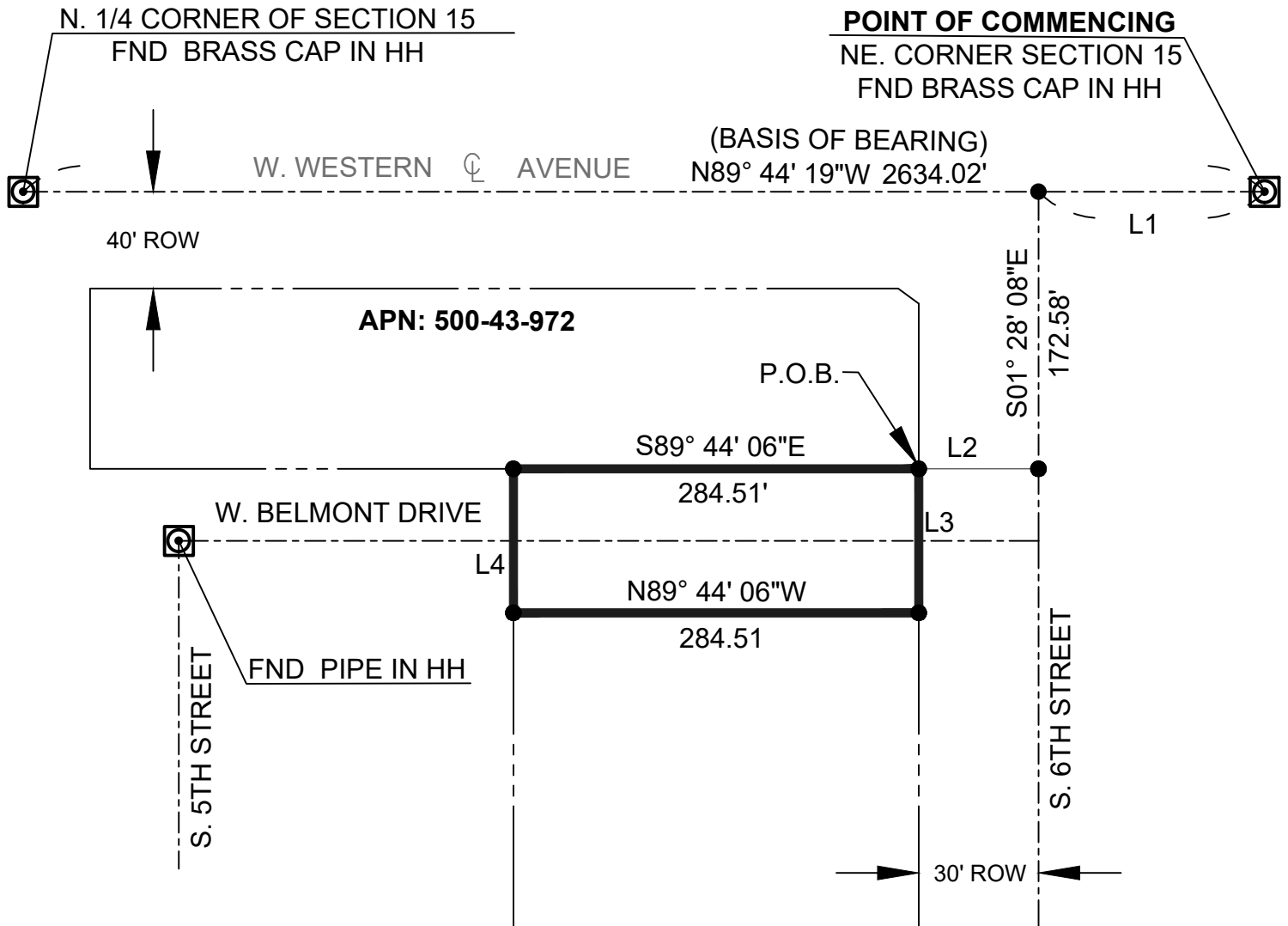
THENCE along said Right of Way South 89 degrees 44 minutes 06 seconds East a distance of 284.51 feet to the **Point of Beginning**;

Containing 8531.4 sqft or 0.20 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

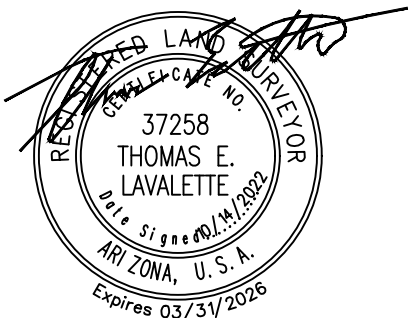


EXHIBIT "B"



LINE TABLES

LINES	LENGTHS	BEARING
L1	782.27'	N89° 44' 19"W
L2	30.00'	S88° 31' 50"W
L3	30.00'	S01° 28' 10"E
L4	30.00'	N01° 28' 10"W



SCALE:
NTS
T1N R1W



ENGINEERING ALLIANCE
INC

PROJECT: 2022-M-094	
DATE: 10-14-2022	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE:	

30' PUE RESERVATION

SHEET NO: 1 OF 1

ORDINANCE NO. 2029-0924

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DESIGNATING REAL PROPERTY FOR PUBLIC USE AS A PUBLIC UTILITY EASEMENT FOR THE CITY OF AVONDALE FIRE STATION 171 FACILITY.

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

SECTION 1. An easement is hereby accepted and reserved on City-owned parcel APN 500-43-972 in substantially the form and substance attached hereto as Exhibit 1 and incorporated herein by reference, in, upon, through, over, under, and across $\pm$ 0.20 acres, generally located north of Belmont Drive and west of South 6th Street as described and as depicted as part of Exhibit 1.

SECTION 2. 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, Arizona, September 23, 2024.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2029-0924

[Legal Description and Map of Easement]

See following pages.

EXHIBIT "B"
30' PUE RESERVATION
IN MARICOPA COUNTY, STATE OF
ARIZONA

A Parcel of Land in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One (1) North, Range One (1) West, of the Gila & Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at a found brass cap in hand hole at the intersection of Dysart and Western Avenue also being the Northeast Corner (NE) of section 15 from which a found Brass cap in Hand Hole at the North Quarter Corner (N1/4) of said Section 15, at the intersection of Central Avenue and Western Avenue, bears North 89°44'19" West, a distance of 2,634.02 feet based on the Amended Results of Survey, Street Monument Inventory drawing recorded in book 1145, Page 18 of the Maricopa County Recorder's Office;

THENCE along said section line, North 89 degrees 44 minutes 19 seconds West, a distance of 782.27 feet to a point at the Intersection of Western Avenue and 6th Street;

THENCE South 01 degrees 28 minutes 08 seconds East, a distance of 172.58 feet to a point on the Centerline of 6th Street;

THENCE Departing Said Centerline South 88 degrees 31 minutes 50 seconds West a distance of 30.00 feet to the Northwestern corner of Right of Way for 6th Street and Belmont Drive also being the Point of Beginning;

THENCE South 01 degrees 28 minutes 10 seconds East a distance of 30.00 feet to the Southwestern corner of Right of Way for 6th Street and Belmont Drive;

THENCE North 89 degrees 44 minutes 06 seconds West a distance of 284.51 feet along the South Right of Way Line of Belmont Drive to the East Right of Way line of 5th Street;

THENCE North 01 degrees 28 minutes 10 seconds West a distance of 30.00 feet to the North Right of Way Line of Belmont Drive;

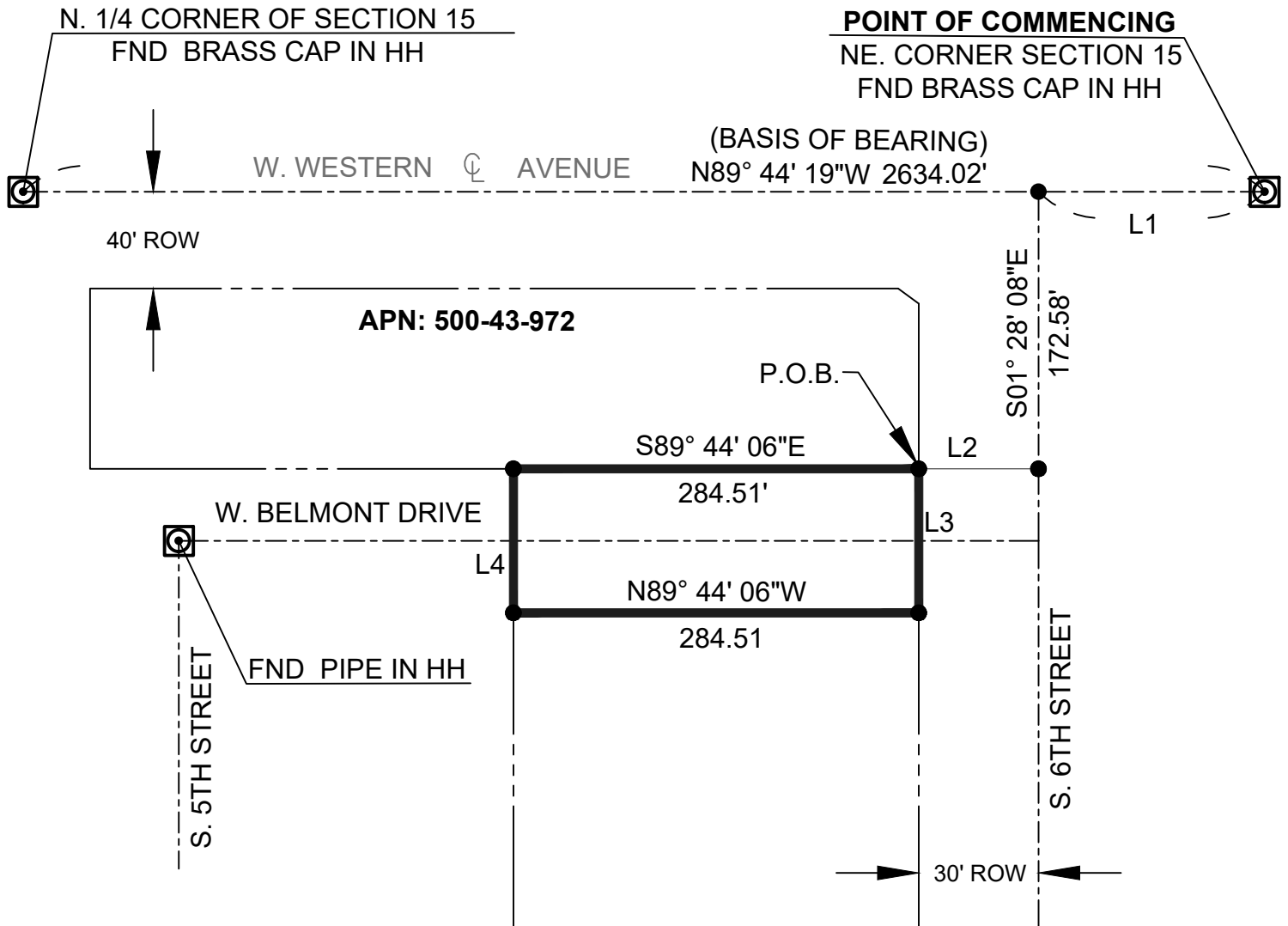
THENCE along said Right of Way South 89 degrees 44 minutes 06 seconds East a distance of 284.51 feet to the **Point of Beginning**;

Containing 8531.4 sqft or 0.20 acres more or less

Prepared by:
Thomas Lavalette, RLS.
AZ # 37258
Engineering Alliance, Inc.
1423 S. Higley Rd., Suite 121, Building 9
Mesa, Arizona 85206
Phone: (602) 757-6032
Email: tlavalette@eaincglobal.com

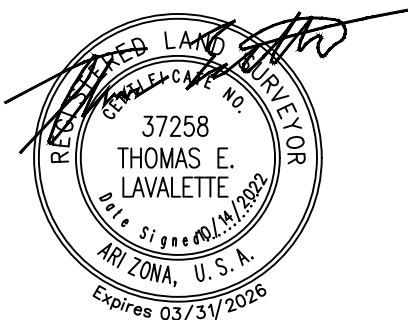


EXHIBIT "B"



LINE TABLES

LINES	LENGTHS	BEARING
L1	782.27'	N89° 44' 19"W
L2	30.00'	S88° 31' 50"W
L3	30.00'	S01° 28' 10"E
L4	30.00'	N01° 28' 10"W



SCALE:
NTS
T1N R1W



ENGINEERING ALLIANCE
INC

PROJECT: 2022-M-094	
DATE: 10-14-2022	CHKD BY: TL
DRN BY: BL	SCALE: N.T.S.
TITLE:	
30' PUE RESERVATION	
SHEET NO: 1 OF 1	

ITEM NUMBER: 4.i.

SUBJECT: Final Plat for Fulton Homes Acclaim – Phase 2C – Application PL-24-0136

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to approve Application PL-24-0136, a request by Meikle Garrett with EPS Group, Inc., on behalf of Fulton Homes Corporation, for approval of the Final Plat for Fulton Homes Acclaim – Phase 2C located generally north of Thomas Road and west of 99th Avenue and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Fulton Homes Acclaim – Phase 2C is a 39.83-gross acre site located generally north of Thomas Road and west of 99th Avenue. Phase 2C is part of the larger Fulton Homes Acclaim development consisting of 153.2 gross acres. The site was annexed into the City in October 1989 with an initial zoning of Agricultural, then rezoned to Community Commercial in January 2001. It was rezoned to the Fulton Homes Acclaim Planned Area Development (PAD) in October 2020 and included two phases of development (Phase 1 and Phase 2). Phase 2 was approved for 296 single-family residential lots and has since been modified into sub-phases 2A, 2B and 2C. The Final Plat for Phase 2C is the subject of this request for approval.

The Preliminary Plat for the overall Fulton Homes Acclaim project was approved by City Council on January 19, 2021.

A Master Maintenance Improvement District (MID) for the entire Fulton Homes Acclaim development was established and approved by City Council via Resolutions 1091-1121 and 1092-1121 on November 1, 2021.

DISCUSSION:

The applicant is requesting approval of a final plat for Fulton Homes Acclaim – Phase 2C. The proposed final plat subdivides the 39.83-gross acre tract into 152 single family residential lots, common area and open space and dedicates right-of-way, trail easement and public utility easements along all local streets within this portion of the community.

The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

Approval of the Final Plat conforms to the boundaries of the Final Plat certified by the R.L.S. dated July 31, 2024.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve Application PL-24-0136, Final Plat for Fulton Homes Acclaim – Phase 2C and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Natalie Railey



Vicinity Map



 Subject Parcel

Not to Scale



agross Jul 31, 2024 9:34am C:\Users\agross\appdata\local\temp\AcPublish_18724\20-0146 Plot PH2C.dwg

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "FULTON HOMES ACCLAIM – PHASE 2C", A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "FULTON HOMES ACCLAIM – PHASE 2C", A PLANNED RESIDENTIAL DEVELOPMENT, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, HEREBY DEDICATES IN FEE, ALL RIGHTS TITLE AND INTEREST TO THE CITY OF AVONDALE FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE TRAIL EASEMENT, SEWER EASEMENT AND PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY AS SHOWN HEREON.

TRACTS "A" THROUGH "G" ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION.

THE CITY IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS "A" THROUGH "G". THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION FORMED OVER THIS SUBDIVISION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS, AND/OR HARDSCAPE.

IN WITNESS WHEREOF, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS _____, THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 2024

OWNER/AUTHORIZED SIGNER _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 2024, _____ UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF FULTON HOMES ACCLAIM ARIZONA CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES OF _____, AN _____

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

RATIFICATION AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

BY THIS RATIFICATION _____ DULY ELECTED _____ OF THE FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS _____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGE THAT HE/SHE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

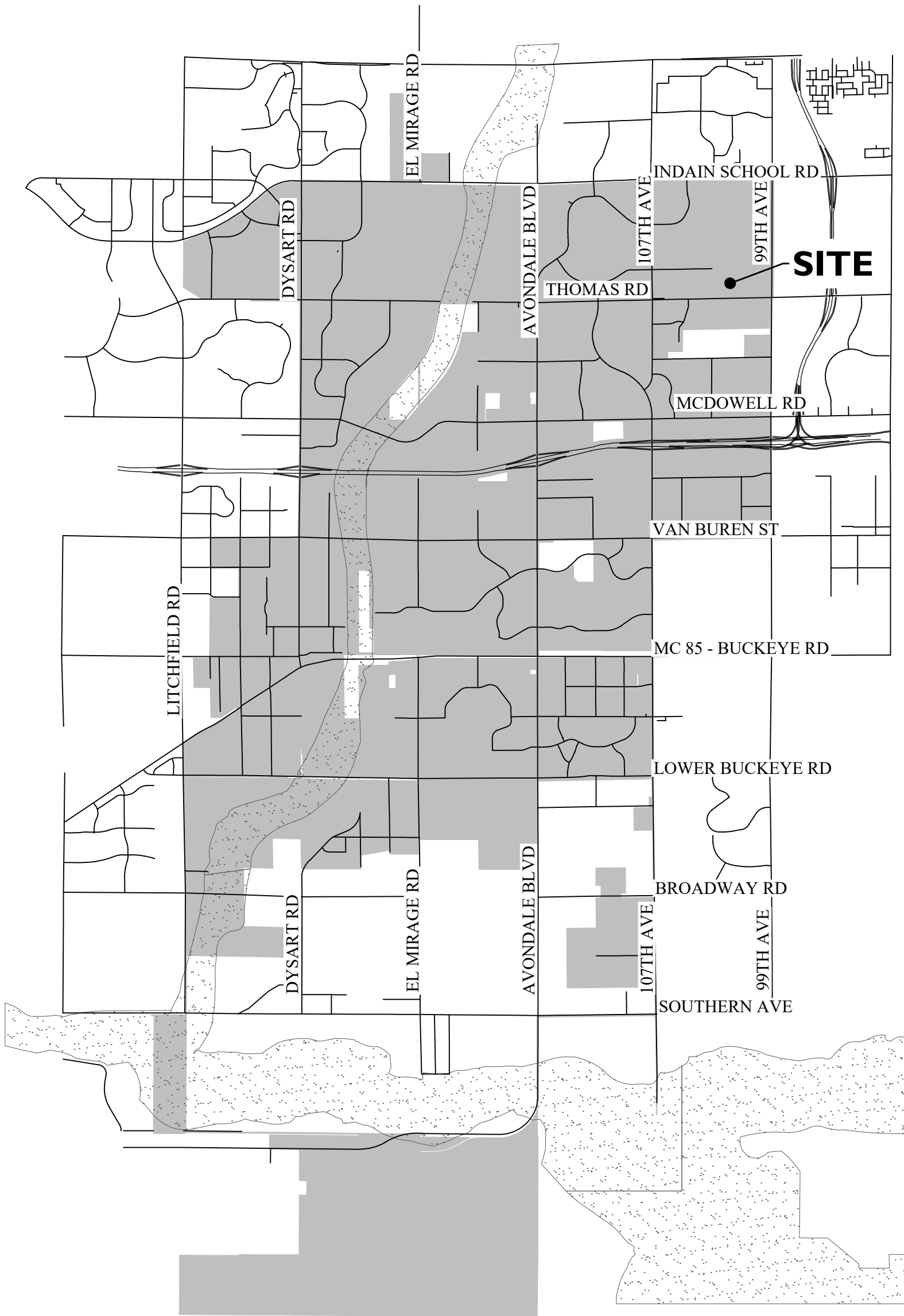
RIGHT OF WAY DEDICATION		
STREET CLASSIFICATION	AREA (SF)	AREA (ACRES)
LOCAL	268,095	6.1546
COLLECTOR	---	---
ARTERIAL	---	---

LAND AREA TABLE		
GROSS AREA OF PROJECT	AREA (SF)	AREA (ACRES)
LOTS 206 – 357 (152 LOTS)	939,915	21.5775
TRACTS A – G (7 TRACTS)	526,969	12.0975
RIGHT-OF-WAY	268,095	6.1546
GROSS AREA	1,734,979	39.8296

UTILITY PROVIDERS

WATER	CITY OF AVONDALE
RECLAIMED WATER	CITY OF AVONDALE
SEWER	CITY OF AVONDALE
REFUSE	CITY OF AVONDALE
FIRE	CITY OF AVONDALE
TRAFFIC SIGNALS	CITY OF AVONDALE
GAS	SOUTHWEST GAS
ELECTRIC	SALT RIVER PROJECT (SRP)
TELEPHONE	CENTURYLINK/COX COMMUNICATIONS/MCI
CABLE TV	CENTURYLINK/COX COMMUNICATIONS
POLICE	CITY OF AVONDALE

FINAL PLAT OF
"Fulton Homes Acclaim - Phase 2C"
A PORTION OF SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA



KEY MAP

100-YEAR ASSURED WATER SUPPLY

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

FLOODPLAIN DESIGNATION

THE PLATTED PROPERTY APPEARS TO LIE PARTIALLY WITHIN ZONES "A" AREA WITHOUT BASE FLOOD ELEVATION AND APPEARS TO LIE PARTIALLY WITHIN ZONE SHADED X (OTHER FLOOD AREAS) AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE MARICOPA COUNTY, COMMUNITY PANEL NO. 04013C2160M, EFFECTIVE DATE SEPTEMBER 18, 2020.

BENCHMARK

CITY OF AVONDALE BENCHMARK "RID THOMAS" LOCATED AS FOLLOWS: FROM THE 99TH AVENUE EXIT AT I-10 IN AVONDALE, ARIZONA, TRAVEL NORTH ON 99TH AVENUE, 2KM, TO THOMAS ROAD. TRAVEL WEST ON THOMAS ROAD 0.8KM TO THE WESTERLY GATED ENTRANCE TO HOLY CROSS CEMETERY. TRAVEL SOUTH ON PAVED ACCESS ROAD, 33M. MARK IS A NGS HORIZONTAL CONTROL DISK, STAMPED RID THOMAS 2006, IN A CONCRETE POST, LEVEL WITH GROUND. STATION IS 35M SOUTH OF CENTERLINE OF THOMAS ROAD, 11.5M EAST OF TOP OF ROOSEVELT IRRIGATION DISTRICT CANAL, 10M WEST OF CENTERLINE PAVED ACCESS ROAD AND 1.5M NORTH OF CARSONITE WITNESS MARKER.

ELEVATION = 1023.86 CITY OF AVONDALE NAVD88 DATUM

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO BEING THE CENTER LINE OF 99TH AVENUE PER THE PLSS SUBDIVISION GDACS RECORD OF SURVEY, RECORDED IN BOOK 669, PAGE 26, MARICOPA COUNTY RECORDS.

THE BEARING OF WHICH IS: SOUTH 00 DEGREES 18 MINUTES 10 SECONDS WEST

OWNER / DEVELOPER

FULTON HOMES CORPORATION
9140 S. KYRENE ROAD
SUITE 202
TEMPE, AZ 85284
TEL: (480) 753-6789

SURVEYOR

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: ROBERT A. JOHNSTON, R.L.S.
EMAIL: robert.johnston@epsgroupinc.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD
SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: BRIAN NICHOLLS, PE
EMAIL: brian.nicholls@epsgroupinc.com

SHEET INDEX

- 1 COVER SHEET
- 2 LEGAL DESCRIPTIONS, LENDER OWNER STATEMENT, KEY MAP AND DETAIL
- 3 FINAL PLAT
- 4 FINAL PLAT, LOT AREA TABLE AND LINE TABLE
- 5 FINAL PLAT, TRACT AREA & USE TABLE AND CURVE TABLE
- 6 FINAL PLAT

NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE FULTON HOMES ACCLAIM HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL OF THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. A MASTER MID FOR THE ENTIRE FULTON HOME DEVELOPMENT WAS APPROVED BY CITY COUNCIL ON NOVEMBER 1, 2021 BY RESOLUTION 1091-1121.
8. STORM DRAIN PIPES FROM A CATCH BASIN TO THE RETENTION BASIN SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. ALL SPILLWAYS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. THE CITY SHALL MAINTAIN CATCH BASINS AND SCUPPERS WITHIN CITY RIGHT-OF-WAY.
11. THE TRAIL EASEMENT SHALL BE MAINTAINED BY FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION.

REFERENCE DOCUMENTS

UNRECORDED ALTA/NSPS LAND TITLE SURVEY BY CLOUSE ENGINEERING, INC., JOB NO. 191203

PLSS SUBDIVISION RECORD OF SURVEY GDACS, BOOK 699, PAGE 26, MCR.

APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT OF WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA. APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS ____ DAY OF _____, 2024.

MAYOR _____ DATE

ATTEST, CITY CLERK _____ DATE

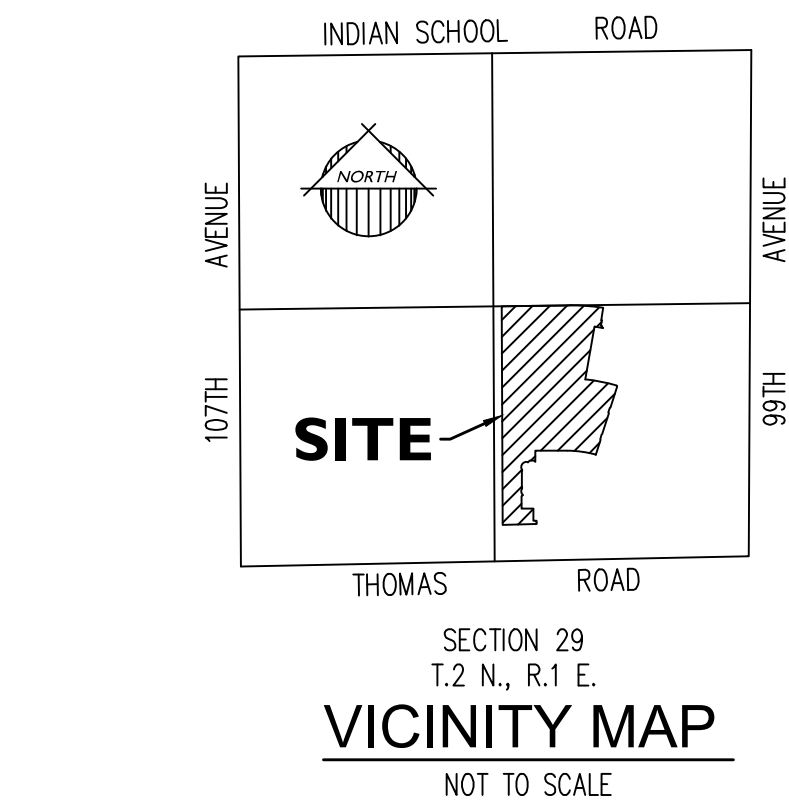
CITY ENGINEER _____ DATE

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL 2024. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED.

Robert A. Johnston
REGISTERED LAND SURVEYOR DATE: 7/31/24

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.



1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com

EPS GROUP

FULTON HOMES ACCLAIM - PHASE 2C

AVONDALE, ARIZONA

FINAL PLAT

Project:

Revisions:

Call at least two full working days before you begin excavation.

ARIZONA 811

800-488-8746 or 1-800-874-6849
In Maricopa County: (602)263-1109

Drawn by: A.G.

Reviewed by: M.P.

Job No.

20-0146

FP01

Sheet No.

1

of 6

PL-23-0307

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE AT THE EAST QUARTER CORNER OF SAID SECTION 29 FROM WHICH A MAG NAIL IN PAVEMENT WITHOUT ID AT THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS SOUTH 0 DEGREES 18 MINUTES 10 SECONDS WEST, 2,638.01 FEET;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 89 DEGREES 17 MINUTES 09 SECONDS WEST, 1881.83 FEET TO THE POINT OF BEGINNING;

THENCE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 0 DEGREES 40 MINUTES 29 SECONDS WEST A DISTANCE OF 2622.00 FEET;

THENCE EASTERLY 352.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7 DEGREES 42 MINUTES 41 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 8 DEGREES 23 MINUTES 10 SECONDS WEST, 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 8 DEGREES 23 MINUTES 10 SECONDS WEST A DISTANCE OF 2492.00 FEET;

THENCE SOUTHEASTERLY 6.33 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0 DEGREES 08 MINUTES 44 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 8 DEGREES 31 MINUTES 54 SECONDS WEST, 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 8 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 2436.00 FEET;

THENCE SOUTHEASTERLY 4.85 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0 DEGREES 06 MINUTES 51 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 35 DEGREES 42 MINUTES 26 SECONDS EAST, 26.71 FEET;

THENCE NORTH 80 DEGREES 17 MINUTES 44 SECONDS WEST, 91.02 FEET;

THENCE SOUTH 9 DEGREES 42 MINUTES 16 SECONDS WEST, 560.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 6 DEGREES 05 MINUTES 52 SECONDS WEST A DISTANCE OF 1860.00 FEET;

THENCE SOUTHEASTERLY 333.55 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 16 MINUTES 29 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 28 DEGREES 01 MINUTES 55 SECONDS EAST, 8.44 FEET;

THENCE SOUTH 17 DEGREES 15 MINUTES 20 SECONDS WEST, 229.03 FEET;

THENCE SOUTH 61 DEGREES 55 MINUTES 31 SECONDS WEST, 8.53 FEET;

THENCE SOUTH 17 DEGREES 15 MINUTES 19 SECONDS WEST, 50.01 FEET;

THENCE SOUTH 28 DEGREES 05 MINUTES 07 SECONDS EAST, 8.43 FEET;

THENCE SOUTH 17 DEGREES 15 MINUTES 20 SECONDS WEST, 229.04 FEET;

THENCE SOUTH 61 DEGREES 51 MINUTES 11 SECONDS WEST, 8.54 FEET;

THENCE SOUTH 17 DEGREES 15 MINUTES 19 SECONDS WEST, 50.01 FEET;

THENCE SOUTH 28 DEGREES 09 MINUTES 46 SECONDS EAST, 8.42 FEET;

THENCE SOUTH 17 DEGREES 15 MINUTES 20 SECONDS WEST, 162.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 15 DEGREES 15 MINUTES 15 SECONDS WEST A DISTANCE OF 1168.17 FEET;

THENCE NORTHWESTERLY 303.40 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14 DEGREES 52 MINUTES 52 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, 330.15 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 10 SECONDS WEST, 119.30 FEET;

THENCE NORTH 44 DEGREES 41 MINUTES 50 SECONDS WEST, 19.80 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, 45.00 FEET;

THENCE SOUTH 45 DEGREES 18 MINUTES 10 SECONDS WEST, 26.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 17 DEGREES 48 MINUTES 23 SECONDS WEST A DISTANCE OF 53.99 FEET;

THENCE SOUTHWESTERLY 124.89 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 132 DEGREES 31 MINUTES 45 SECONDS TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 65 DEGREES 17 MINUTES 42 SECONDS WEST A DISTANCE OF 42.00 FEET;

THENCE SOUTHEASTERLY 18.33 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25 DEGREES 00 MINUTES 28 SECONDS;

THENCE SOUTH 0 DEGREES 18 MINUTES 10 SECONDS WEST, 168.83 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 42.00 FEET;

THENCE SOUTHWESTERLY 18.33 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25 DEGREES 00 MINUTES 28 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 54.00 FEET;

THENCE SOUTHEASTERLY 68.37 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 72 DEGREES 32 MINUTES 42 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 46 DEGREES 20 MINUTES 30 SECONDS WEST, 14.64 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 10 SECONDS WEST, 129.35 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, 124.00 FEET;

THENCE SOUTH 0 DEGREES 18 MINUTES 10 SECONDS WEST, 125.00 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, 31.46 FEET;

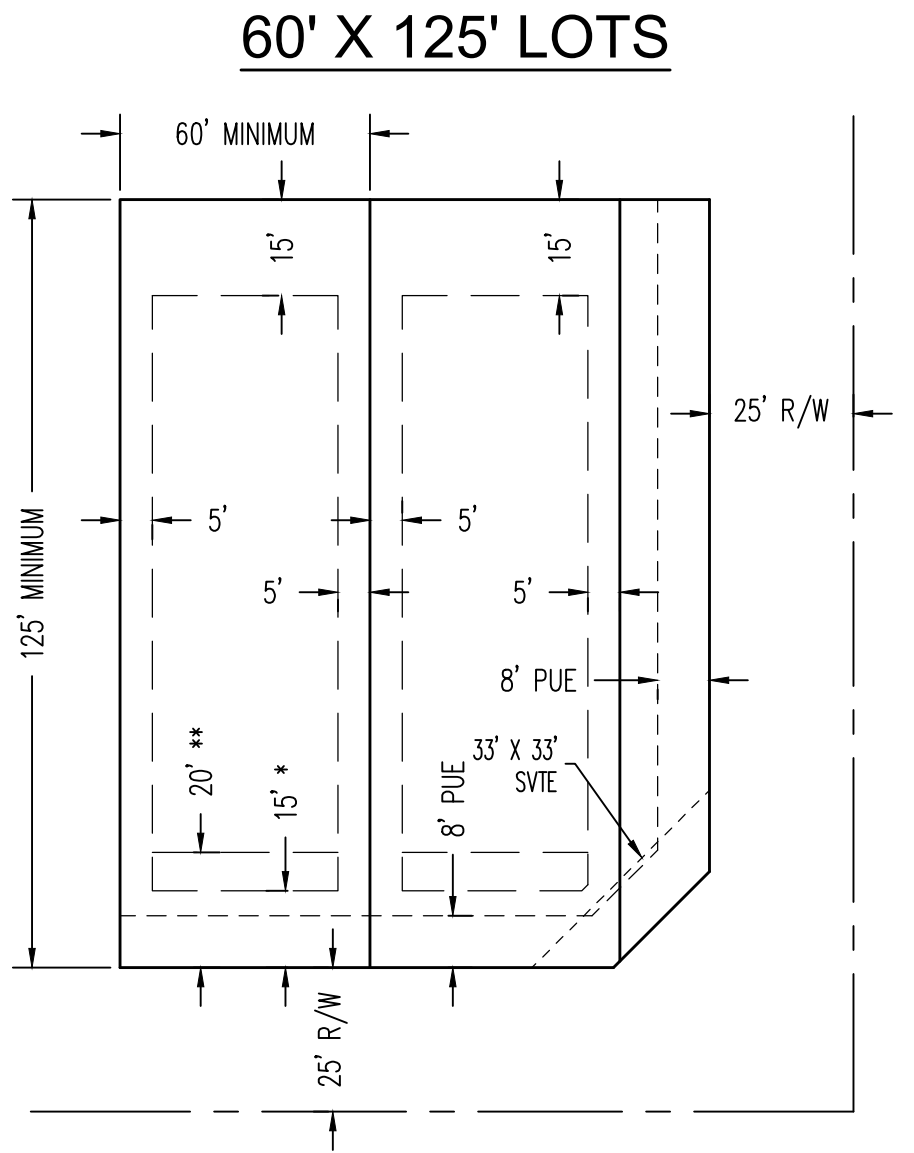
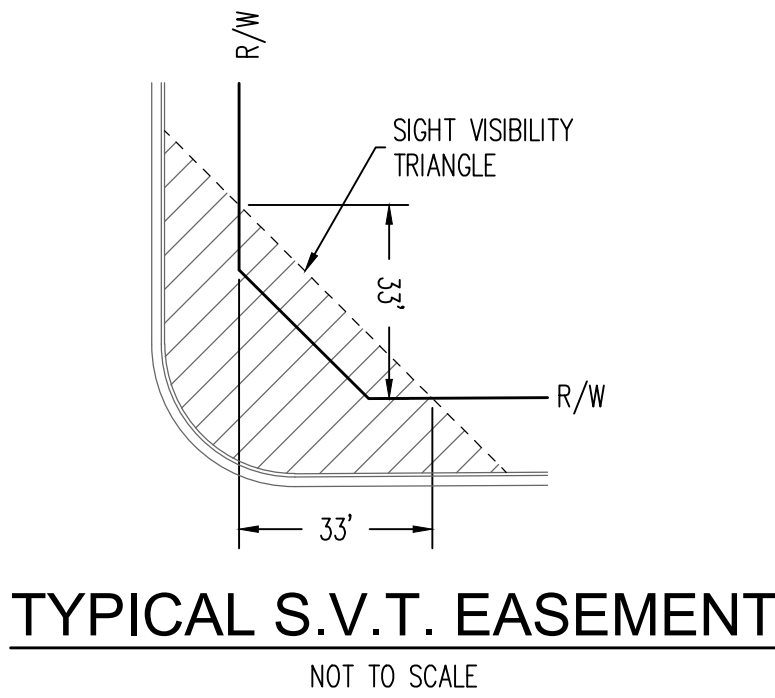
THENCE SOUTH 0 DEGREES 17 MINUTES 12 SECONDS EAST, 36.23 FEET;

THENCE SOUTH 88 DEGREES 51 MINUTES 38 SECONDS WEST, 352.04 FEET;

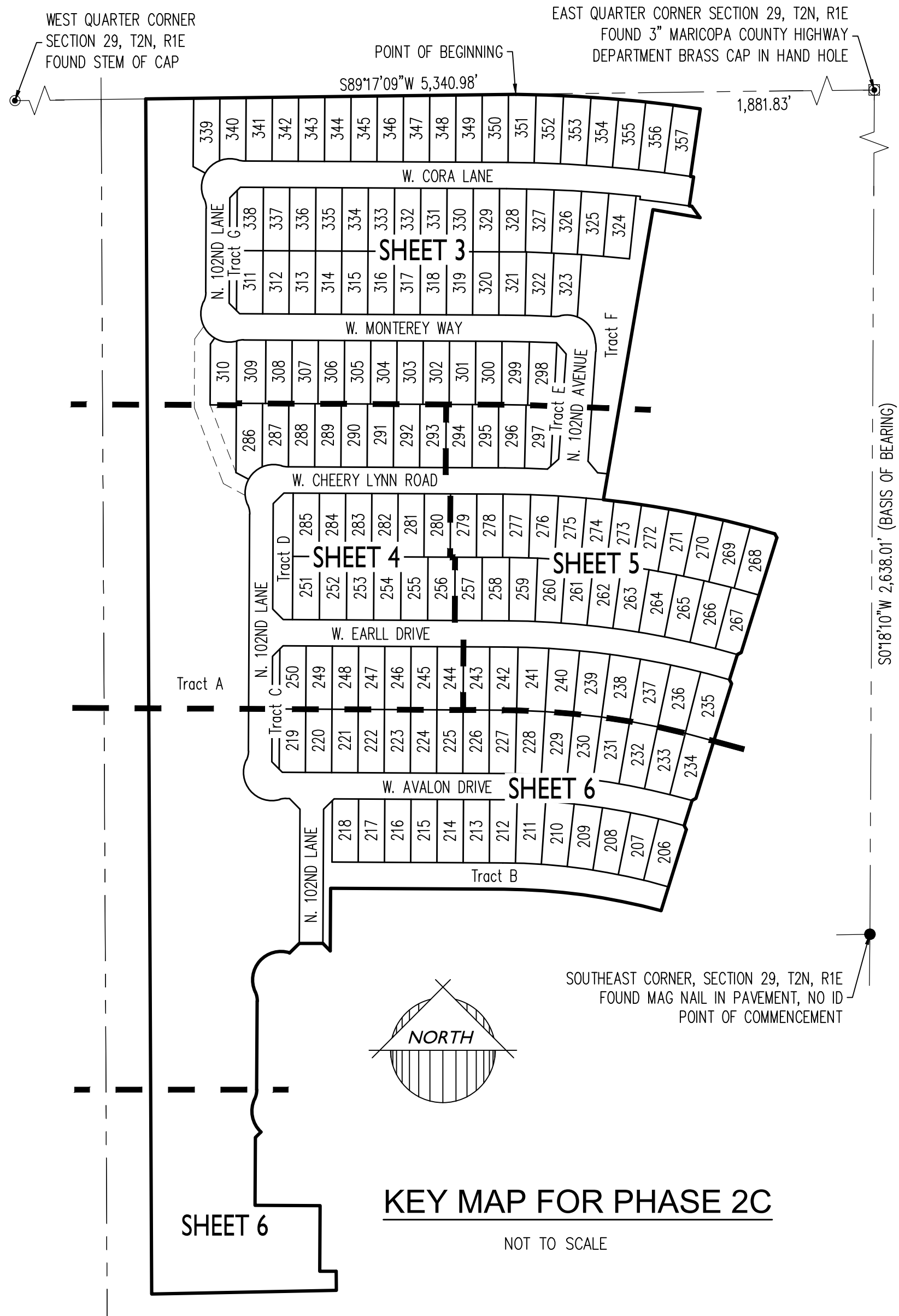
THENCE NORTH 0 DEGREES 17 MINUTES 12 SECONDS WEST, 2276.63 FEET;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, NORTH 89 DEGREES 17 MINUTES 09 SECONDS EAST, 705.56 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,734,979 SQUARE FEET OR 39.8296 ACRES, MORE OR LESS.



- NOTES:
- * FRONT LIVABLE AREA/PORCH
 - ** FRONT FACING GARAGE
1. ALL SETBACKS ARE MEASURED FROM THE PROPERTY LINE.



LENDER OWNER STATEMENT

THE UNDERSIGNED, AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST DOCUMENT RECORDED IN DOCUMENT NO. 2023-0493563 OF THE MARICOPA COUNTY RECORDER, HEREBY RELEASES ALL THAT REAL PROPERTY IDENTIFIED AS PUBLIC STREETS AND TRACTS A-F, FROM THE LIEN AND SECURITY INTEREST OF THE DEED OF TRUST DATED AS OF SEPTEMBER 20, 2023 BY FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR, TO BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE. FURTHER, THE UNDERSIGNED CONSENTS TO THE DRAINAGE, RETENTION, UTILITY AND OTHER EASEMENTS FOR PUBLIC PURPOSES DESCRIBED ON THIS PLAT. THIS PARTIAL RELEASE SHALL IN NO WAY AFFECT OR OPERATE TO DISCHARGE THE LIEN OF THE DEED OF TRUST WITH RESPECT TO ANY OTHER OF THE PREMISES DESCRIBED ON THIS PLAT, BUT SHALL RELEASE THEREFROM ONLY THE REAL ESTATE WHICH IS DESCRIBED ABOVE. THE UNRELEASED REAL ESTATE COVERED BY THE DEED OF TRUST SHALL REMAIN AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AND THE FULL PERFORMANCE OF ALL OF THE COVENANTS AND OBLIGATIONS SECURED THEREBY.

IN WITNESS WHEREOF, THIS PARTIAL RELEASE AND RECONVEYANCE OF DEED OF TRUST HAS BEEN EXECUTED AND DELIVERED THIS ____ DAY OF _____ 2024.

BY: M&T BANK, A NEW YORK CORPORATION,
AS BENEFICIARY

BY: THOMAS M. DALY ITS: SENIOR VICE PRESIDENT

BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION,
AS TRUSTOR

BY: NORMAN LEE NICHOLLS ITS: PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ BEING DULY AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ BEING DULY AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

EPS GROUP

Project:

FULTON HOMES ACCLAIM - PHASE 2C

AVONDALE, ARIZONA

FINAL PLAT

Revisions:

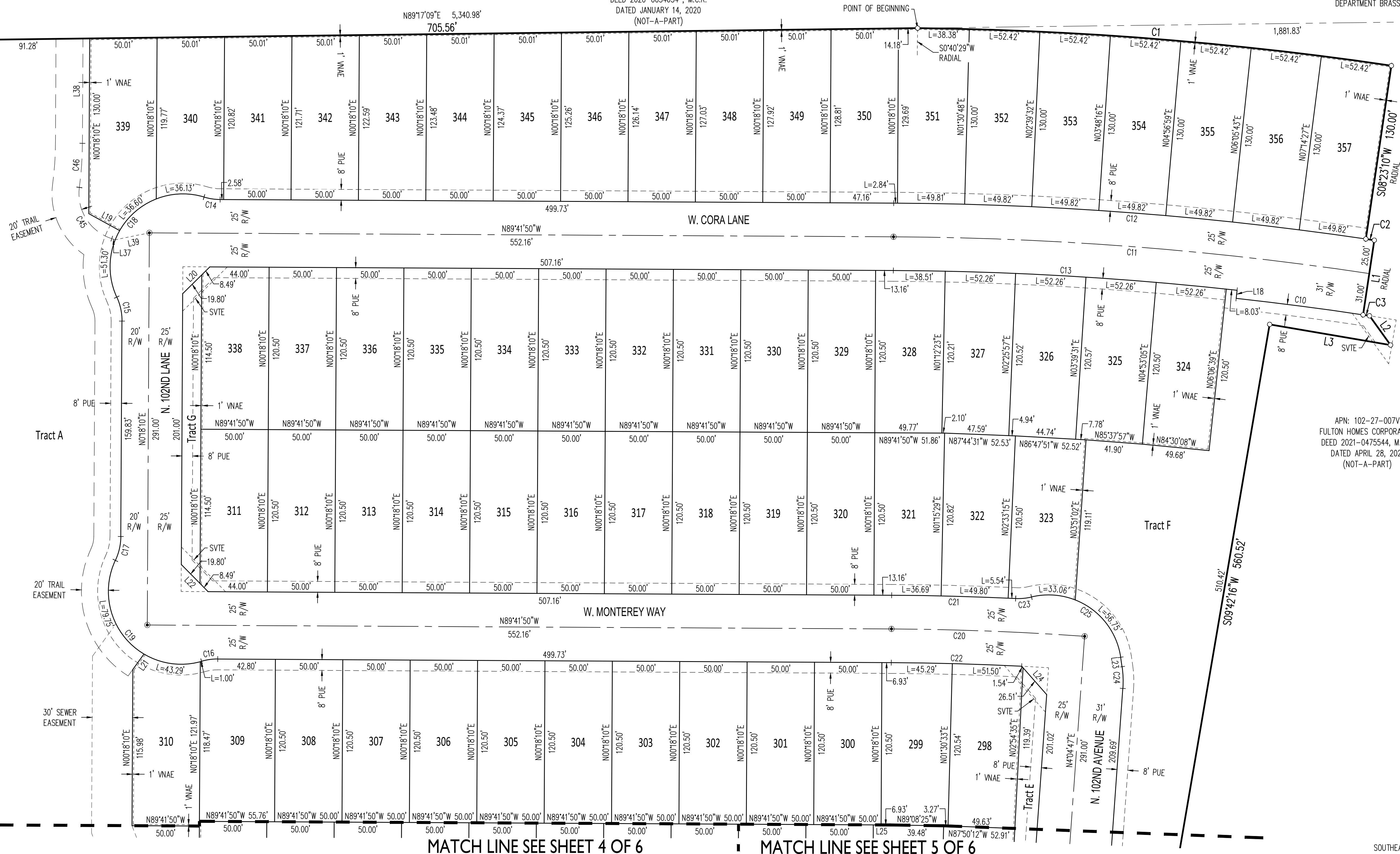
Call at least two full working days before you begin excavation.
ARIZONA 811
Dial 811 for non-emergency excavation requests in Maricopa County. (602)263-1100

Drawn by: A.G.
Reviewed by: M.P.

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37495
ROBERT A. JOHNSTON
ARIZONA U.S.A.

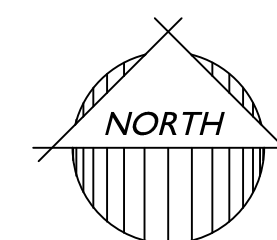
Job No.
20-0146
FP01
Sheet No.
2
of 6

POINT OF COMMENCEMENT
EAST QUARTER CORNER SECTION 29, T2N, R1E
FOUND 3" MARICOPA COUNTY HIGHWAY
DEPARTMENT BRASS CAP IN HAND HOLE



SOUTHEAST CORNER
SECTION 29, T2N, R1E
FOUND MAG NAIL IN
PAVEMENT. NO ID

BOUNDARY LINE
 PARCEL LINE
 SECTION LINE
 CENTER LINE ROAD
 EXISTING R/W
 EASEMENT LINE



LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
206	6,334	0.1454
207	6,247	0.1434
208	6,247	0.1434
209	6,247	0.1434
210	6,247	0.1434
211	6,247	0.1434
212	6,128	0.1407
213	6,015	0.1381
214	6,015	0.1381
215	6,015	0.1381
216	6,015	0.1381
217	6,015	0.1381
218	6,009	0.1379
219	6,007	0.1379
220	6,025	0.1383
221	6,025	0.1383
222	6,025	0.1383
223	6,025	0.1383
224	6,025	0.1383
225	6,025	0.1383
226	6,025	0.1383
227	6,129	0.1407
228	6,247	0.1434
229	6,247	0.1434
230	6,247	0.1434
231	6,247	0.1434
232	6,247	0.1434
233	6,247	0.1434
234	6,349	0.1458
235	7,160	0.1644
236	6,809	0.1563
237	6,809	0.1563
238	6,809	0.1563
239	6,809	0.1563
240	6,809	0.1563
241	6,809	0.1563
242	6,379	0.1464
243	6,025	0.1383
244	6,025	0.1383
245	6,025	0.1383
246	6,025	0.1383
247	6,025	0.1383
248	6,025	0.1383
249	6,025	0.1383
250	6,007	0.1379
251	6,215	0.1427
252	6,214	0.1427
253	6,214	0.1427
254	6,214	0.1427
255	6,214	0.1427
256	6,214	0.1427

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
257	6,214	0.1427
258	6,248	0.1434
259	6,208	0.1425
260	6,208	0.1425
261	6,208	0.1425
262	6,208	0.1425
263	6,208	0.1425
264	6,208	0.1425
266	6,208	0.1425
267	6,275	0.1441
268	6,241	0.1433
269	6,188	0.1420
270	6,187	0.1420
271	6,187	0.1420
272	6,187	0.1420
273	6,187	0.1420
274	6,187	0.1420
275	6,187	0.1420
276	6,187	0.1420
277	6,174	0.1417
278	6,025	0.1383
279	6,025	0.1383
280	6,025	0.1383
281	6,025	0.1383
282	6,025	0.1383
283	6,025	0.1383
284	6,025	0.1383
285	6,025	0.1383
286	6,704	0.1539
287	5,913	0.1357
288	6,025	0.1383
289	6,025	0.1383
290	6,025	0.1383
291	6,025	0.1383
292	6,025	0.1383
293	6,025	0.1383
294	6,025	0.1383
295	6,025	0.1383
296	6,143	0.1410
297	6,162	0.1415
298	6,164	0.1415
299	6,143	0.1410
300	6,025	0.1383
301	6,025	0.1383
302	6,025	0.1383
303	6,025	0.1383
304	6,025	0.1383
305	6,025	0.1383
306	6,025	0.1383
307	6,025	0.1383

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
308	6,025	0.1383
309	6,710	0.1540
310	6,089	0.1398
311	6,007	0.1379
312	6,025	0.1383
313	6,025	0.1383
314	6,025	0.1383
315	6,025	0.1383
316	6,025	0.1383
317	6,025	0.1383
318	6,025	0.1383
319	6,025	0.1383
320	6,025	0.1383
321	6,132	0.1408
322	6,168	0.1416
323	6,049	0.1389
324	6,146	0.1411
325	6,145	0.1411
326	6,147	0.1411
327	6,138	0.1409
328	6,108	0.1402
329	6,025	0.1383
330	6,025	0.1383
331	6,025	0.1383
332	6,025	0.1383
333	6,025	0.1383
334	6,025	0.1383
335	6,025	0.1383
336	6,025	0.1383
337	6,025	0.1383
338	6,007	0.1379
339	6,611	0.1518
340	5,907	0.1356
341	6,063	0.1392
342	6,107	0.1402
343	6,152	0.1412
344	6,196	0.1422
345	6,241	0.1433
346	6,285	0.1443
347	6,329	0.1453
348	6,374	0.1463
349	6,418	0.1473
350	6,462	0.1484
351	6,652	0.1527
352	6,646	0.1526
353	6,646	0.1526
354	6,646	0.1526
355	6,646	0.1526
356	6,646	0.1526
357	6,646	0.1526

LINE TABLE		
LINE	BEARING	LENGTH
L1	S08°31'54"W	56.00'
L2	S35°42'26"E	26.71'
L3	N80°17'44"W	91.02'
L4	S28°01'55"E	8.44'
L5	S61°55'31"W	8.53'
L6	S17°15'19"W	50.01'
L7	S28°05'07"E	8.43'
L8	S61°51'11"W	8.54'
L9	S17°15'19"W	50.01'
L10	S28°09'46"E	8.42'
L11	S00°18'10"W	119.30'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N44°41'50"W	19.80'
L13	N89°41'50"W	45.00'
L14	S45°18'10"W	26.16'
L15	S46°20'30"W	14.64'
L16	S89°41'50"E	31.46'
L17	S00°17'12"E	36.23'
L18	N06°17'57"E	6.00'
L19	N61°06'48"W	26.15'
L20	N45°18'10"E	28.28'
L21	N35°59'01"E	14.08'
L22	N44°41'50"W	28.28'

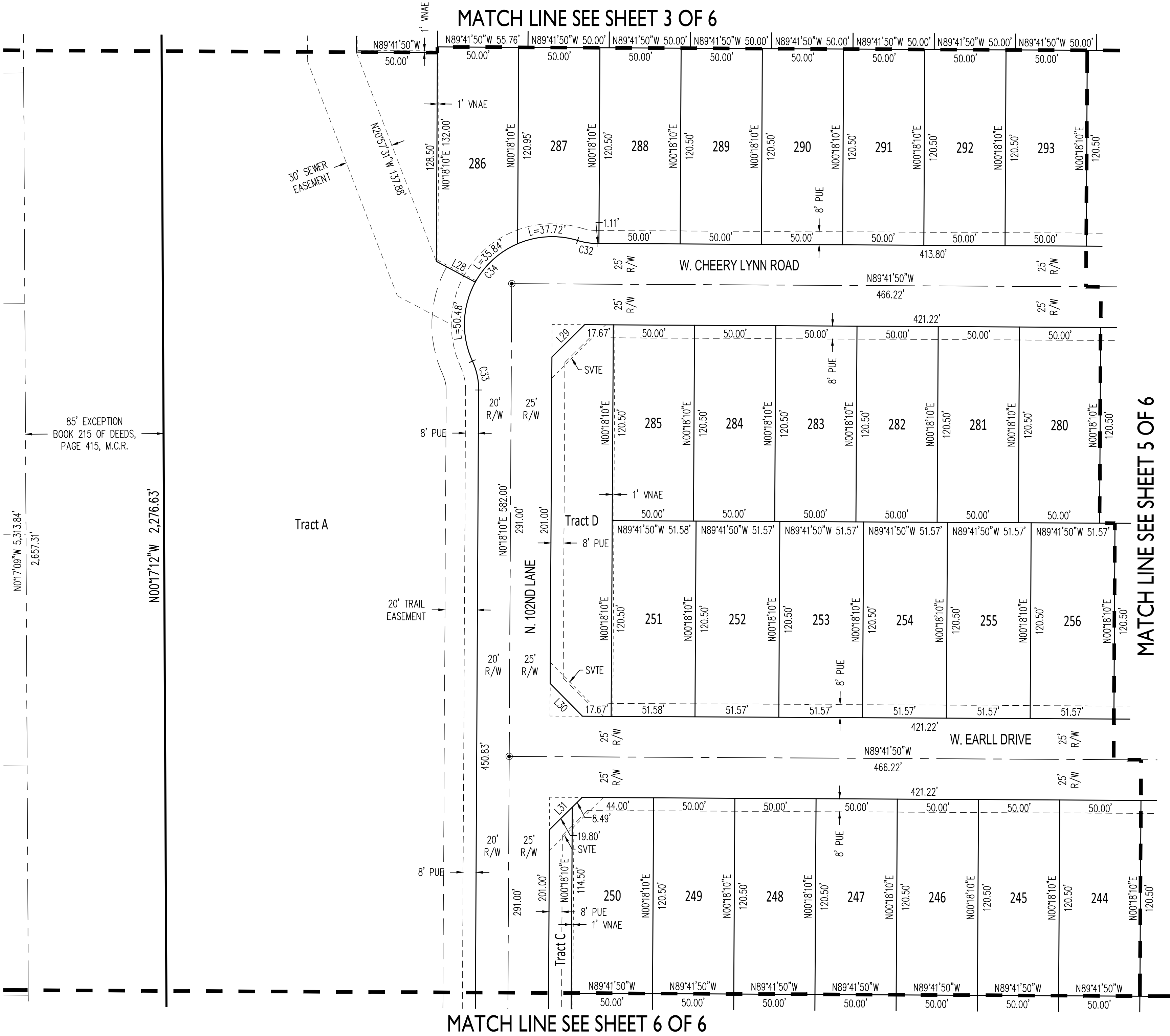
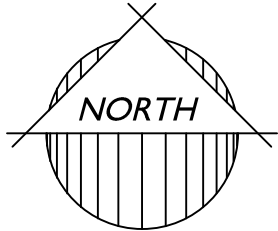
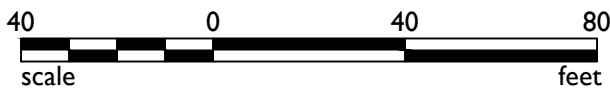
LINE TABLE		
LINE	BEARING	LENGTH
L23	N08°15'31"W	7.09'
L24	N41°23'11"W	28.05'
L25	N89°41'50"W	12.69'
L26	N40°18'19"W	28.59'
L27	N48°33'17"E	28.54'
L28	N61°51'22"W	27.18'
L29	N45°18'10"E	28.28'
L30	N44°41'50"W	28.28'
L31	S45°18'10"W	28.28'
L32	N89°41'50"W	27.22'
L33	N89°12'33"W	24.68'

LINE TABLE		
LINE	BEARING	LENGTH
L34	N44°41'50"W	28.28'
L35	S44°41'50"E	28.28'
L36	N45°18'10"E	28.28'
L37	N72°21'28"W	2.69'
L38	N00°18'10"E	77.80'
L39	S78°32'34"W	25.80'
L40	N89°41'50"W	14.79'
L41	S67°48'10"W	8.66'
L42	S67°11'50"E	8.66'
L43	S67°11'50"E	12.99'

LEGEND

- ⊠ FND MON. IN HANDHOLE AS NOTED
- ⊙ FND MON. FLUSH AS NOTED
- FND MON. AS NOTED
- SUBDIVISION CORNER, SET 1/2" REBAR W/CAP "EPS GROUP RLS 37495", UNLESS OTHERWISE NOTED
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT OF WAY
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- SVTE 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT

- BOUNDARY LINE
- PARCEL LINE
- SECTION LINE
- CENTER LINE ROAD
- EXISTING R/W
- EASEMENT LINE



1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

Project:

FULTON HOMES ACCLAIM - PHASE 2C
AVONDALE, ARIZONA

Revisions:

Drawn by:

A.G.

Reviewed by:

M.P.

REGISTERED LAND SURVEYOR

CERTIFICATE NO. 37495

ROBERT A. JOHNSTON

ARIZONA

Job No.

20-0146

FP01

Sheet No.

4
of 6



ITEM NUMBER: 4.j.

SUBJECT: Final Plat for V Townhomes at Encanto – PL-23-0191

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

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

The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to: (a) approve Application PL-23-0191, a request by Keilah Casillas with Sandbox Development, on behalf of Randy Richter with Trilogy Investment Company, for approval of a final plat for V Townhomes at Encanto located at the southwest corner of Avondale Boulevard and Encanto Boulevard, and (b) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

V Townhomes at Encanto is an 8.5 gross acre site located at the southwest corner of Avondale Boulevard and Encanto Boulevard. The property was annexed into the City's corporate limits in 2007. The property is bounded by Encanto Boulevard to the north, Avondale Boulevard to the east, Palm Lane to the south, and Palm Gardens subdivision to the west.

On November 19, 2018, City Council adopted Resolution 3505-1118 to amend the General Plan 2030 Land Use Map designation from Office/Professional to High Density Residential for 6.9 net acres. The amendment allowed for development of 116 attached single-family residences at a net density of 16.8 dwelling units per acre, community open space, and associated improvements. City Council then adopted Ordinance 1678-1118 rezoning 8.5 gross acres from Agricultural (AG) to Planned Area Development (PAD) to allow for development of 116-unit high density attached townhomes.

City Staff approved a Minor PAD amendment on January 25, 2022, to allow a reduction of townhome units

from 116 units to 98 units. Subsequently, City Staff approved an additional PAD amendment on May 25, 2023, that reduced the number of townhome units from 98 units to 84 units and lowered the density to 13.1 dwelling units per acre.

The preliminary plat was approved by City Staff on May 25, 2023. The proposed project will be a Build for Rent site that will provide 84 townhome units and residential amenities.

DISCUSSION:

The applicant is requesting approval of a final plat for V Townhomes at Encanto. In conformance with the approved V Townhomes at Encanto Preliminary Plat, the proposed final plat subdivides the site into 84 townhome lots, each consisting of 1,270 square feet and open space.

No right-of-way dedication is required for the final plat.

The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor (R.L.S.) and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

The proposed Final Plat conforms to the approved Preliminary Plat for V Townhomes at Encanto. All conditions of Preliminary Plat approval have been satisfied.

Approval of the Final Plat conforms to the boundaries of the Final Plat certified by the R.L.S. dated August 19, 2024.

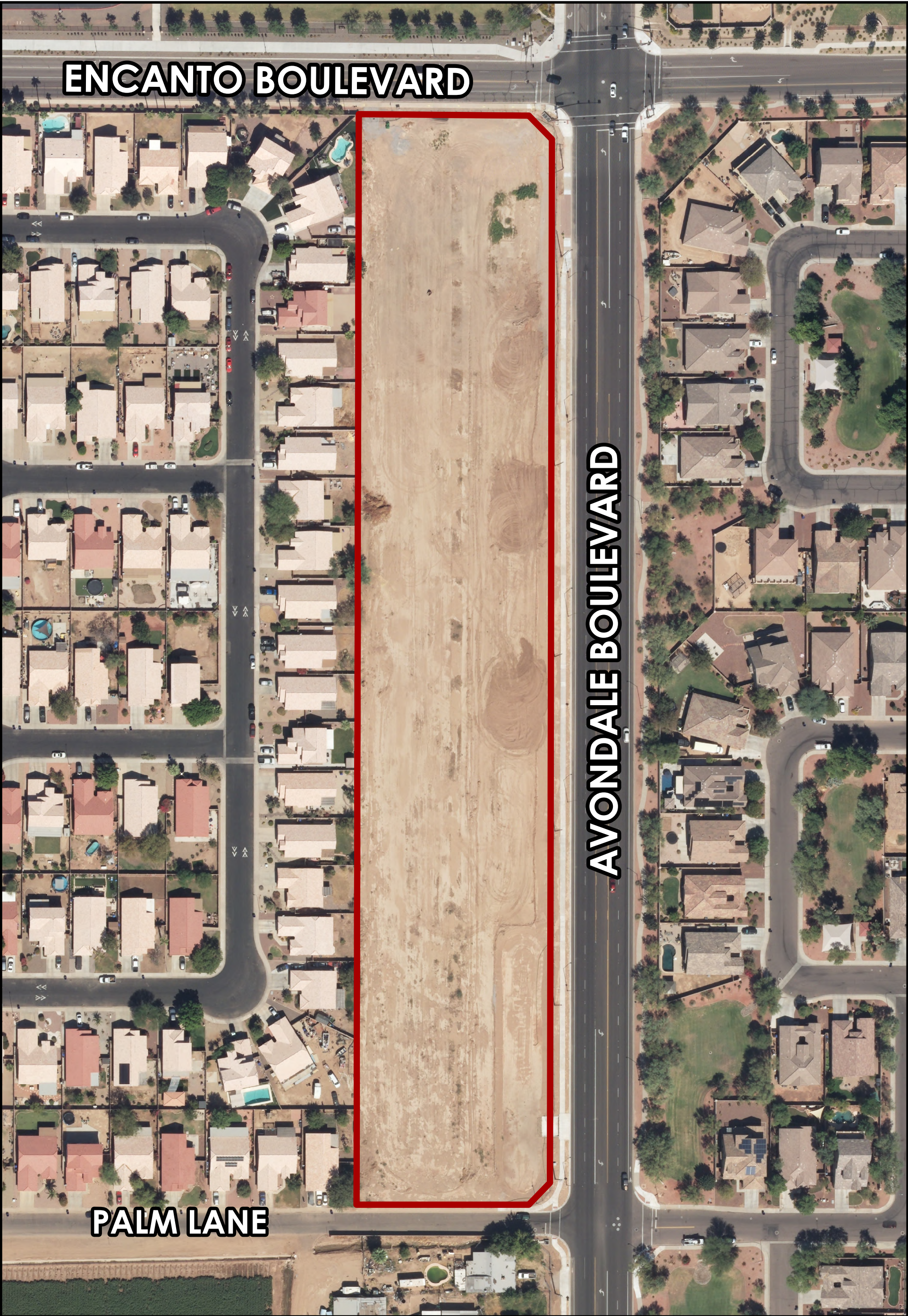
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council approve Application PL-23-0191, Final Plat of V Townhomes at Encanto, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore, Natalie Railey



ENCANTO BOULEVARD

AVONDALE BOULEVARD

PALM LANE

Vicinity Map



 Subject Parcel

Not to Scale



DEDICATION:

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL PERSONS BY THESE PRESENTS: ENCANTO TOWNHOME HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS SUBDIVIDED UNDER THE NAME OF "FINAL PLAT OF V TOWNHOMES AT ENCANTO", A SUBDIVISION LOCATED IN A PORTION OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT OF "FINAL PLAT OF V TOWNHOMES AT ENCANTO", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER AND/OR NAME GIVEN RESPECTIVELY AS SHOWN ON THIS PLAT.

TRACT "A" IS HEREBY DECLARED AS A PRIVATE STREET TO BE OWNED AND MAINTAINED BY THE OWNER.

TRACTS "B" AND "K" ARE HEREBY DECLARED AS OPEN SPACE, LANDSCAPING AND PUBLIC UTILITY EASEMENT AND ARE TO BE OWNED AND MAINTAINED BY THE OWNER.

TRACTS "F" AND "L" ARE HEREBY DECLARED AS OPEN SPACE, LANDSCAPING, PUBLIC UTILITY EASEMENT, IRRIGATION EASEMENT AND DRAINAGE EASEMENT AND ARE TO BE OWNED AND MAINTAINED BY THE OWNER.

TRACTS "C", "D", "G", "H", "I", "J" AND "M" ARE HEREBY DECLARED AS OPEN SPACE AND LANDSCAPING AND ARE TO BE OWNED AND MAINTAINED BY THE OWNER.

TRACT "E" IS HEREBY DECLARED AS OPEN SPACE, LANDSCAPING AND AMENITIES AND ARE TO BE OWNED AND MAINTAINED BY THE OWNER.

THE EASEMENTS GRANTED WITHIN THE DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

THE PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF AVONDALE.

IN WITNESS WHEREOF, ENCANTO TOWNHOMES HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREON CAUSED THEIR NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS.

ENCANTO TOWNHOMES HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ OF _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL.

BY: _____ DATE _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

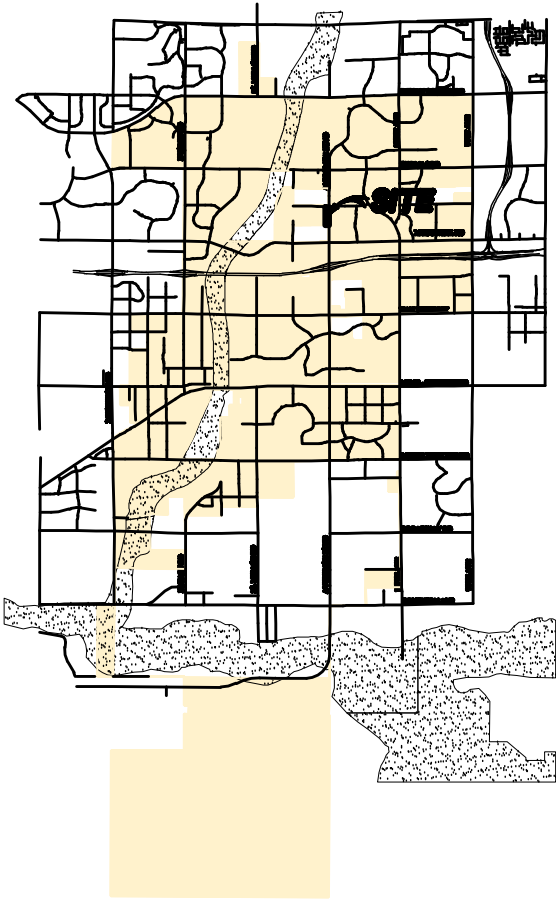
BOUNDARY CORNER NOTIFICATION:

PER THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS (ADOPTED FEB. 6, 20100, EXTERIOR BOUNDARY CORNERS WILL BE SET BY THE SURVEYOR WHO CERTIFIED THIS PLAT. IT IS THE RESPONSIBILITY OF THE SUBDMIDER TO ENSURE THAT INTERIOR CORNERS OF THE SUBDIVISION ARE SET (1) WITHIN NINETY (90) DAYS AFTER COMPLETION OF THE CONSTRUCTION IMPROVEMENTS, OR (LL) WITHIN TWO (2) YEARS AFTER RECORDATION OF THE SUBDIVISION PLAT, WHICHEVER DATE IS FIRST TO OCCUR. THE INTERIOR CORNERS OF THE SUBDIVISION MAY BE STAKED BY SURVEYORS OTHER THAN WHO CERTIFIED THIS SURVEY. IT WILL BE THE RESPONSIBILITY OF THE OTHER SURVEYOR WHO STAKES THE INTERIOR CORNERS OF THE SUBDIVISION TO RECORD A "RECORD OF SURVEY" WITH THE COUNTY RECORDER, CONSISTENT WITH CURRENT ARIZONA BOUNDARY MINIMUM STANDARDS.

ENCANTO TOWNHOME HOLDINGS, LLC

FINAL PLAT
OF
V TOWNHOMES AT ENCANTO
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

AREA MAP



Accela Project Number
PL-23-0191



APPROVED

THE CITY APPROVES THIS DOCUMENT FOR CONCEPT
ONLY AND ACCEPTS NO LIABILITY FOR DESIGN, ERRORS,
OR OMISSIONS.

By: Mark Ivanich Date: 8/29/2024

REFERENCE DATA:

THIS SURVEY IS SUPPORTED BY THE
FOLLOWING RECORD INFORMATION:

- (R) ALTA/NSPS LAND TITLE SURVEY CREATED BY HARVEY LAND SURVEYING, INC. DATED APRIL 1ST, 2022.
- (R1) RECORD OF SURVEY PER BOOK 838 OF MAPS, PAGE 47, MCR.
- (R2) FINAL PLAT OF PALM GARDENS PER BOOK 421 OF MAPS, PAGE 43, MCR.
- (R3) FINAL PLAT FOR AVONDALE STATION PER BOOK 1549 OF MAPS, PAGE 46, MCR.
- (R4) FINAL PLAT OF MCDOWELL 117 PER BOOK 1625 OF MAPS, PAGE 32, MCR.

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST MONUMENTED BY A BRASS CAP IN HANDHOLE, BEARING NORTH 89 DEGREES 27 MINUTES 31 SECONDS WEST, A DISTANCE OF 1307.04 FEET ALONG THE EAST-WEST MID SECTION LINE;

THENCE NORTH 89 DEGREES 27 MINUTES 31 SECONDS WEST, A DISTANCE OF 281.01 FEET;

THENCE LEAVING SAID EAST-WEST MID SECTION LINE, SOUTH 00 DEGREES 07 MINUTES 20 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 27 MINUTES 31 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE EAST-WEST MID SECTION LINE, A DISTANCE OF 196.00 FEET;

THENCE SOUTH 44 DEGREES 40 MINUTES 58 SECONDS EAST, A DISTANCE OF 38.07 FEET TO A POINT BEING 58.17 FEET FROM THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST;

THENCE SOUTH 00 DEGREES 06 MINUTES 50 SECONDS WEST A DISTANCE OF 1199.58 FEET;

THENCE SOUTH 45 DEGREES 01 MINUTES 49 SECONDS WEST, A DISTANCE OF 35.41 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 198.00 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 20 SECONDS EAST, A DISTANCE OF 1253.74 FEET TO THE POINT OF BEGINNING.

SITE DATA:

EXISTING ZONING: PLANNED AREA DEVELOPMENT (PAD)

GROSS AREA: 6.3944 ACRES 278,541 SQ. FT

FLOODZONE:

CURRENT FLOOD ZONE IS "ZONE X" (AREA OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WIDTH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD); PER FIRM MAP NO. 04013C2160M, DATED SEPTEMBER 18, 2020.

SHEET INDEX:

- SHEET 1: COVER
SHEET 2: LOT AREA TABLE, LEGEND, AND FINAL PLAT
SHEET 3: LEGEND AND FINAL PLAT
SHEET 4: LEGEND AND FINAL PLAT
SHEET 5: LINE TABLE, CURVE TABLE, TRACT USE TABLE, LEGEND, DETAIL AND FINAL PLAT

100-YEAR ASSURED WATER SUPPLY:

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

OWNER:

ENCANTO TOWNHOME HOLDINGS, LLC, AN
ARIZONA LIMITED LIABILITY COMPANY
6280 AVALON BLVD
ALPHARETTA, GEORGIA 30009
PHONE: (224) 223-3332
CONTACT: RANDY RICHTER
RANDY@TRILOGIC.COM

SURVEYOR:

ARIZONA SURVEY AND MAPPING
2440 W. MISSION LANE
SUITE 4
PHOENIX, ARIZONA 85021
PHONE: (602) 248-9919
CONTACT: LANCE DICKSON, RLS
LANCE@ASAM1.COM

NOTES:

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM A COMMITMENT FOR TITLE INSURANCE ISSUED BY LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA LLC., AN ISSUING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NUMBER 06206195-128-ST2, DATED JUNE 1ST, 2023.
2. MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE ABUTTING LOT/TRACT/PARCEL OWNERS.
3. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
4. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
5. ALL EXISTING OVERHEAD UTILITIES UNDER 69KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
6. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
7. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDMISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
8. THE ONSITE WATER AND SEWER LINES WILL BE MAINTAINED BY THE OWNER.
9. ALL ON-SITE STREETS ARE PRIVATE.
10. TDE WILL EXPIRE UPON INSTALLATION AND ACCEPTANCE OF THE ONSITE UNDERGROUND RETENTION SYSTEM AS SHOWN ON THE SEPARATE GRADING AND DRAINAGE PLANS.

BASIS OF BEARING:

S00°07'20"W ALONG THE MONUMENT LINE OF AVONDALE BOULEVARD AS MEASURED BETWEEN MONUMENTS NUMBERED 1 AND 2 SHOWN HEREON AND DESCRIBED UNDER MONUMENT NOTES. ALSO SHOWN ON THE ALTA CREATED BY ALTA/NSPS LAND TITLE SURVEYING, INC. DATED APRIL 1ST, 2022.

APPROVALS AND ACCEPTANCE OF DEDICATION:

PLAT APPROVED AND DEDICATED EASEMENTS ACCEPTED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA. APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2024,

MAYOR _____ DATE _____

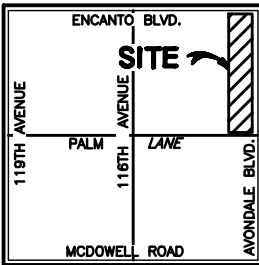
ATTEST, CITY CLERK

CITY ENGINEER _____ DATE _____

SURVEYOR'S STATEMENT:

I, LANCE C. DICKSON, BEING A LICENSED LAND SURVEYOR IN THE STATE OF ARIZONA HEREBY STATE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WAS MADE UNDER MY SUPERVISION AND IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THE MONUMENTS SHOWN HEREON DO EXIST AS INDICATED.

LANCE C. DICKSON RLS #46843 DATE _____



VICINITY MAP
NOT TO SCALE



Arizona Surveying and Mapping

Absolute Confidence Since 1988

2440 W. MISSION LANE, SUITE 4

PHOENIX, ARIZONA 85021

TEL (602) 248-9919 FAX (602) 248-9944 info@asam1.com

ENCANTO TOWNHOME HOLDINGS, LLC,

V TOWNHOMES AT ENCANTO

FINAL PLAT



FIELDWORK BY: BMH

DRAWN BY: CLL

CHECKED BY: LCD

JOB # P22-347

DATE: 08/19/24

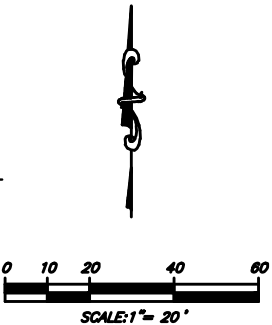
SHEET NO.

1

1 OF 5

MONUMENT NOTES:

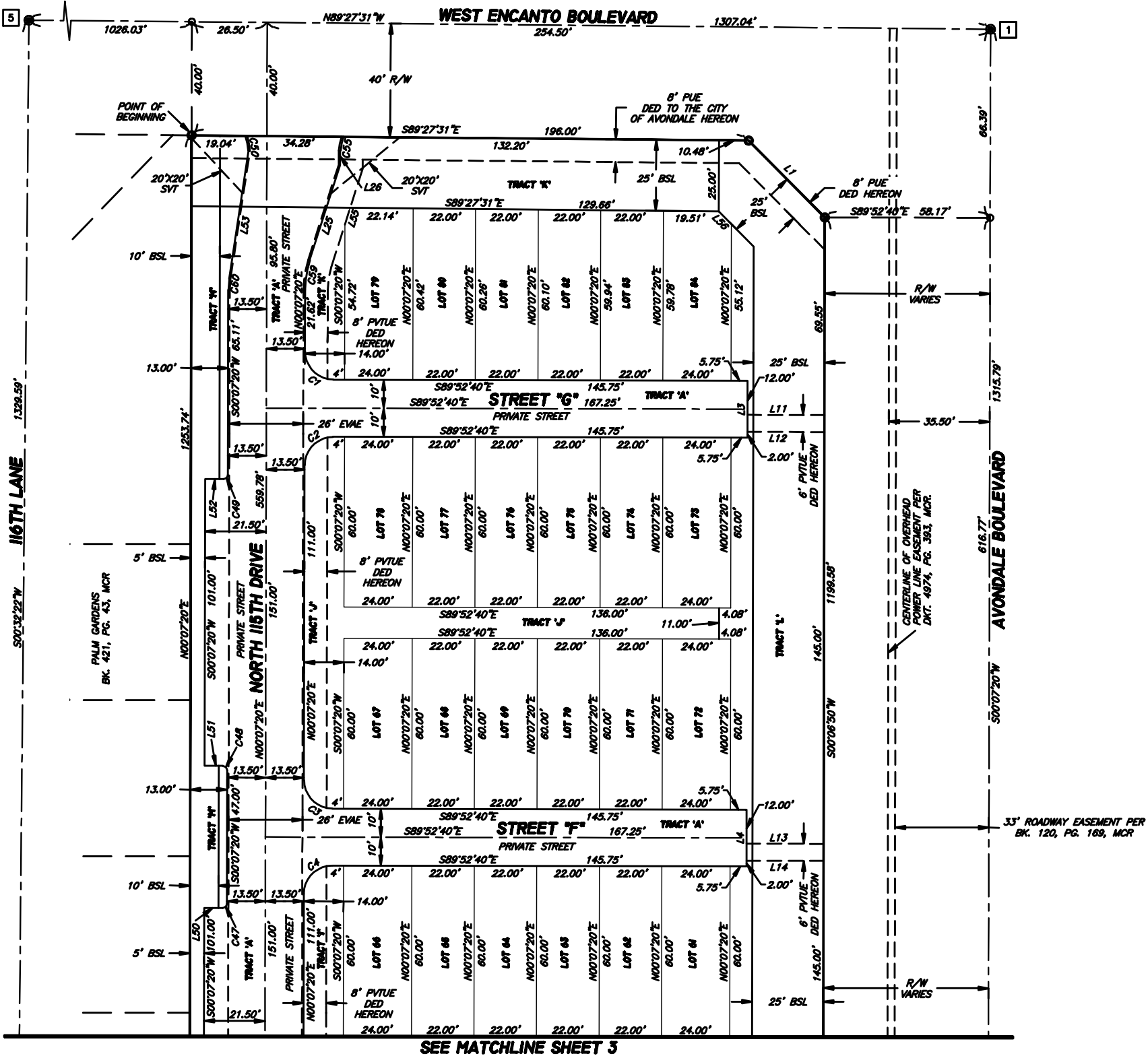
- ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED
- 1 FOUND BRASS CAP IN HANDHOLE AT THE EAST 1/4 CORNER OF SECTION 36, T.2N., R.1W.
- 2 FOUND BRASS CAP FLUSH.
- 3 FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE SOUTHEAST QUARTER OF SECTION 36, T.2N., R.1W.
- 4 FOUND BRASS CAP FLUSH.
- 5 FOUND BRASS CAP FLUSH.



LOT AREA TABLE					
LOT NO.	LOT AREA (SQ. FT.)	LOT NO.	LOT AREA (SQ. FT.)	LOT NO.	LOT AREA (SQ. FT.)
1	1,416 S.F.	31	1,440 S.F.	61	1,440 S.F.
2	1,302 S.F.	32	1,320 S.F.	62	1,320 S.F.
3	1,304 S.F.	33	1,320 S.F.	63	1,320 S.F.
4	1,306 S.F.	34	1,320 S.F.	64	1,320 S.F.
5	1,307 S.F.	35	1,320 S.F.	65	1,320 S.F.
6	1,428 S.F.	36	1,440 S.F.	66	1,440 S.F.
7	1,440 S.F.	37	1,440 S.F.	67	1,440 S.F.
8	1,320 S.F.	38	1,320 S.F.	68	1,320 S.F.
9	1,320 S.F.	39	1,320 S.F.	69	1,320 S.F.
10	1,320 S.F.	40	1,320 S.F.	70	1,320 S.F.
11	1,320 S.F.	41	1,320 S.F.	71	1,320 S.F.
12	1,440 S.F.	42	1,440 S.F.	72	1,440 S.F.
13	1,440 S.F.	43	1,440 S.F.	73	1,440 S.F.
14	1,320 S.F.	44	1,320 S.F.	74	1,320 S.F.
15	1,320 S.F.	45	1,320 S.F.	75	1,320 S.F.
16	1,320 S.F.	46	1,320 S.F.	76	1,320 S.F.
17	1,320 S.F.	47	1,320 S.F.	77	1,320 S.F.
18	1,440 S.F.	48	1,440 S.F.	78	1,440 S.F.
19	1,440 S.F.	49	1,440 S.F.	79	1,447 S.F.
20	1,320 S.F.	50	1,320 S.F.	80	1,327 S.F.
21	1,320 S.F.	51	1,320 S.F.	81	1,324 S.F.
22	1,320 S.F.	52	1,320 S.F.	82	1,320 S.F.
23	1,320 S.F.	53	1,320 S.F.	83	1,317 S.F.
24	1,440 S.F.	54	1,440 S.F.	84	1,422 S.F.
25	1,440 S.F.	55	1,440 S.F.		
26	1,320 S.F.	56	1,320 S.F.		
27	1,320 S.F.	57	1,320 S.F.		
28	1,320 S.F.	58	1,320 S.F.		
29	1,320 S.F.	59	1,320 S.F.		
30	1,440 S.F.	60	1,440 S.F.		

LEGEND:

- BOUNDARY LINE
- MONUMENT LINE
- EASEMENT LINE
- ADJOINING PROPERTY
- TRACT LINE
- SET 1/2" REBAR RLS #48843 UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED POINT, NOTHING FOUND AND NOTHING SET
- (M) MEASURED DATA
- (R) RECORDED DATA
- MCR MARICOPA COUNTY RECORDS
- R/W RIGHT-OF-WAY
- APN ASSESSOR'S PARCEL NUMBER
- PUE PUBLIC UTILITY EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- BSL BUILDING SET BACK LINE
- SVT SIGHT VISIBILITY TRIANGLE
- PVUE PRIVATE UTILITY EASEMENT
- DED DEDICATED
- # MONUMENT NOTE

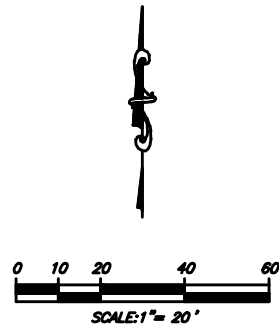


Arizona Surveying and Mapping
Absolute Confidence Since 1988
2440 W. ARIZONA LANE, SUITE 4
PHOENIX, ARIZONA 85021
TEL (602) 246-0919 FAX (602) 246-0944 info@asam1.com

ENCANTO TOWNHOME HOLDINGS, LLC,
V TOWNHOMES AT ENCANTO
FINAL PLAT

FIELDWORK BY: BMH
DRAWN BY: CLL
CHECKED BY: LCD
JOB # P22-347
DATE: 08/19/24

SHEET NO.
2
2 OF 5



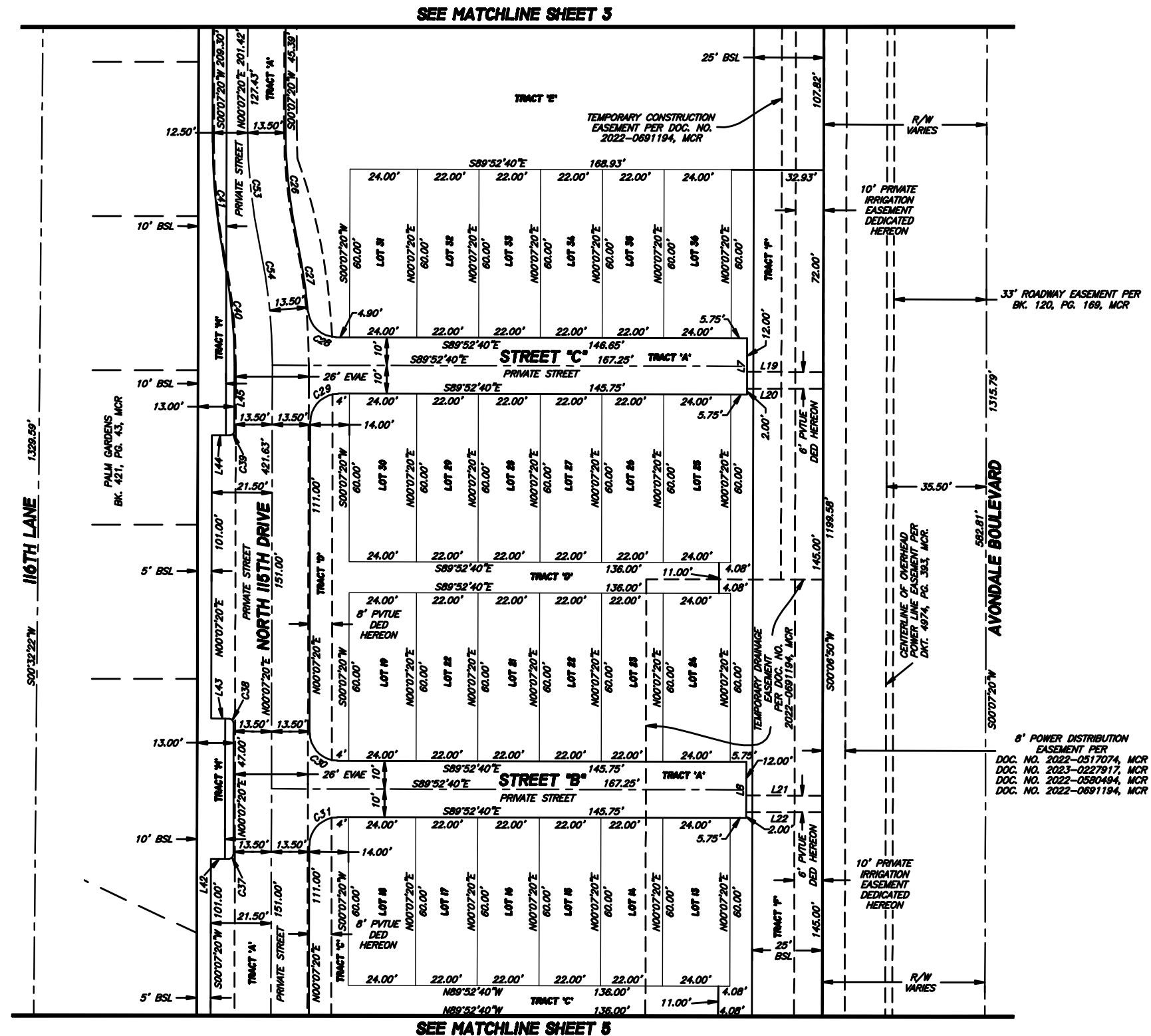
MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED

- 1 FOUND BRASS CAP IN HANDHOLE AT THE EAST 1/4 CORNER OF SECTION 36, T.2N., R.1W.
- 2 FOUND BRASS CAP FLUSH.
- 3 FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE SOUTHEAST QUARTER OF SECTION 36, T.2N., R.1W.
- 4 FOUND BRASS CAP FLUSH.
- 5 FOUND BRASS CAP FLUSH.

LEGEND:

- BOUNDARY LINE
- MONUMENT LINE
- EASEMENT LINE
- ADJOINING PROPERTY
- TRACT LINE
- SET 1/2" REBAR RLS #48943 UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED POINT. NOTHING FOUND AND NOTHING SET
- (M) MEASURED DATA
- (R) RECORDED DATA
- MCR MARICOPA COUNTY RECORDS
- R/W RIGHT-OF-WAY
- APN ASSESSOR'S PARCEL NUMBER
- PUE PUBLIC UTILITY EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- BSL BUILDING SET BACK LINE
- SVT SIGHT VISIBILITY TRIANGLE
- PVTUE PRIVATE UTILITY EASEMENT
- DED DEDICATED
- Ⓜ MONUMENT NOTE



Arizona Surveying and Mapping
Absolute Confidence Since 1988
2440 W. ARIZONA LANE, SUITE 4
PHOENIX, ARIZONA 85021
TEL (602) 246-0919 FAX (602) 246-0944 info@asam1.com

ENCANTO TOWNHOME HOLDINGS, LLC,

V TOWNHOMES AT ENCANTO

FINAL PLAT



FIELDWORK BY: BMH
DRAWN BY: CLL
CHECKED BY: LCD
JOB # P22-347
DATE: 08/16/24

SHEET NO.
4
4 OF 5

MONUMENT NOTES:

ALL MONUMENTATION SHOWN HEREON WAS ACCEPTED UNLESS OTHERWISE NOTED

- FOUND BRASS CAP IN HANDHOLE AT THE EAST ¼ CORNER OF SECTION 36, T.2N., R.1W.
- FOUND BRASS CAP FLUSH.
- FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE AT THE SOUTHEAST QUARTER OF SECTION 36, T.2N., R.1W.
- FOUND BRASS CAP FLUSH.
- FOUND BRASS CAP FLUSH.

LEGEND:

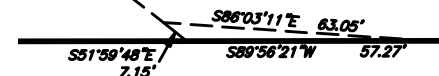
- BOUNDARY LINE
- MONUMENT LINE
- EASEMENT LINE
- ADJOINING PROPERTY
- TRACT LINE
- SET 1/2" REBAR RLS #46843 UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED POINT, NOTHING FOUND AND NOTHING SET
- (M) MEASURED DATA
- (R) RECORDED DATA
- MCR MARICOPA COUNTY RECORDS
- R/W RIGHT-OF-WAY
- APN ASSESSOR'S PARCEL NUMBER
- PUE PUBLIC UTILITY EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- BSL BUILDING SET BACK LINE
- SVT SIGHT VISIBILITY TRIANGLE
- PVTUE PRIVATE UTILITY EASEMENT
- DED DEDICATED
- MONUMENT NOTE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	15.71'	10.00'	90°00'00"	S44°52'40"E
C2	15.71'	10.00'	90°00'00"	S45°07'20"W
C3	15.71'	10.00'	90°00'00"	S44°52'40"E
C4	15.71'	10.00'	90°00'00"	S45°07'20"W
C5	15.71'	10.00'	90°00'00"	S44°52'40"E
C6	15.71'	10.00'	90°00'00"	S45°07'20"W
C7	8.14'	101.00'	4°37'02"	N02°25'51"E
C8	18.51'	10.00'	94°37'02"	S42°34'09"E
C9	15.13'	10.00'	86°42'23"	S46°46'09"W
C10	31.42'	20.00'	90°00'00"	S44°52'40"E
C11	8.63'	25.00'	19°46'28"	N80°14'06"E
C12	41.42'	60.00'	39°32'58"	N89°52'40"W
C13	13.57'	25.00'	31°06'12"	S85°39'17"E
C14	18.71'	25.00'	42°52'09"	S80°01'57"W
C15	43.37'	30.00'	82°48'31"	S79°59'22"E
C16	4.48'	5.00'	51°18'04"	N64°13'38"W
C17	33.83'	75.00'	25°50'31"	S76°57'24"E
C18	18.93'	75.00'	14°27'51"	N71°16'04"W
C19	2.65'	1.50'	101°22'40"	S90°48'40"W
C20	2.42'	1.50'	92°12'41"	N48°23'19"W
C21	29.79'	20.00'	85°20'57"	S42°47'49"W
C22	2.36'	1.50'	90°00'00"	S44°52'40"E
C23	2.36'	1.50'	90°00'00"	S45°07'20"W
C24	2.36'	1.50'	90°00'00"	S44°52'40"E
C25	2.36'	1.50'	90°00'00"	S45°07'20"W
C26	39.74'	182.00'	12°10'38"	S05°57'59"E
C27	26.14'	213.00'	7°01'54"	N08°32'21"W
C28	14.81'	10.00'	84°51'08"	S47°28'58"E
C29	15.71'	10.00'	89°59'59"	S45°07'19"W
C30	15.71'	10.00'	90°00'00"	S44°52'40"E
C31	15.71'	10.00'	89°59'59"	S45°07'19"W
C32	15.71'	10.00'	90°00'00"	S44°52'40"E
C33	15.71'	10.00'	89°59'59"	S45°07'20"W
C34	9.13'	20.00'	26°08'52"	S27°00'53"E
C35	11.15'	20.00'	31°56'12"	N24°03'33"E
C36	2.36'	1.50'	90°00'00"	N44°52'40"W
C37	2.36'	1.50'	90°00'00"	N45°07'20"E
C38	2.36'	1.50'	90°00'00"	N44°52'40"W

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C39	2.36'	1.50'	90°00'00"	N45°07'20"E
C40	39.53'	186.00'	12°10'37"	N05°57'59"W
C41	40.50'	215.68'	10°45'36"	S05°17'25"E
C42	24.69'	74.97'	18°52'06"	S09°33'08"W
C43	24.36'	74.00'	18°31'38"	N09°33'08"E
C44	2.36'	1.50'	90°00'00"	N44°52'40"W
C45	2.36'	1.50'	90°00'00"	N45°07'20"E
C46	2.36'	1.50'	90°00'00"	N44°52'40"W
C47	2.36'	1.50'	90°00'00"	N45°07'20"E
C48	2.36'	1.50'	90°00'00"	N44°52'40"W
C49	2.36'	1.50'	90°00'00"	N45°07'20"E
C50	5.28'	20.00'	15°08'00"	N10°31'43"W
C51	21.76'	62.50'	19°56'54"	S10°05'47"W
C52	30.48'	87.50'	19°56'54"	N10°05'47"E
C53	42.61'	200.50'	12°10'38"	S05°57'59"E
C54	42.40'	189.50'	12°10'38"	N05°57'59"W
C55	5.07'	20.00'	14°30'56"	S11°45'22"W
C56	2.82'	48.00'	3°17'37"	S01°46'09"W
C57	8.59'	35.00'	14°03'17"	S06°34'19"E
C58	2.24'	26.50'	4°51'00"	S02°17'56"E
C59	10.74'	35.00'	17°35'08"	S08°54'54"W
C60	3.92'	26.50'	8°27'55"	S04°21'05"W

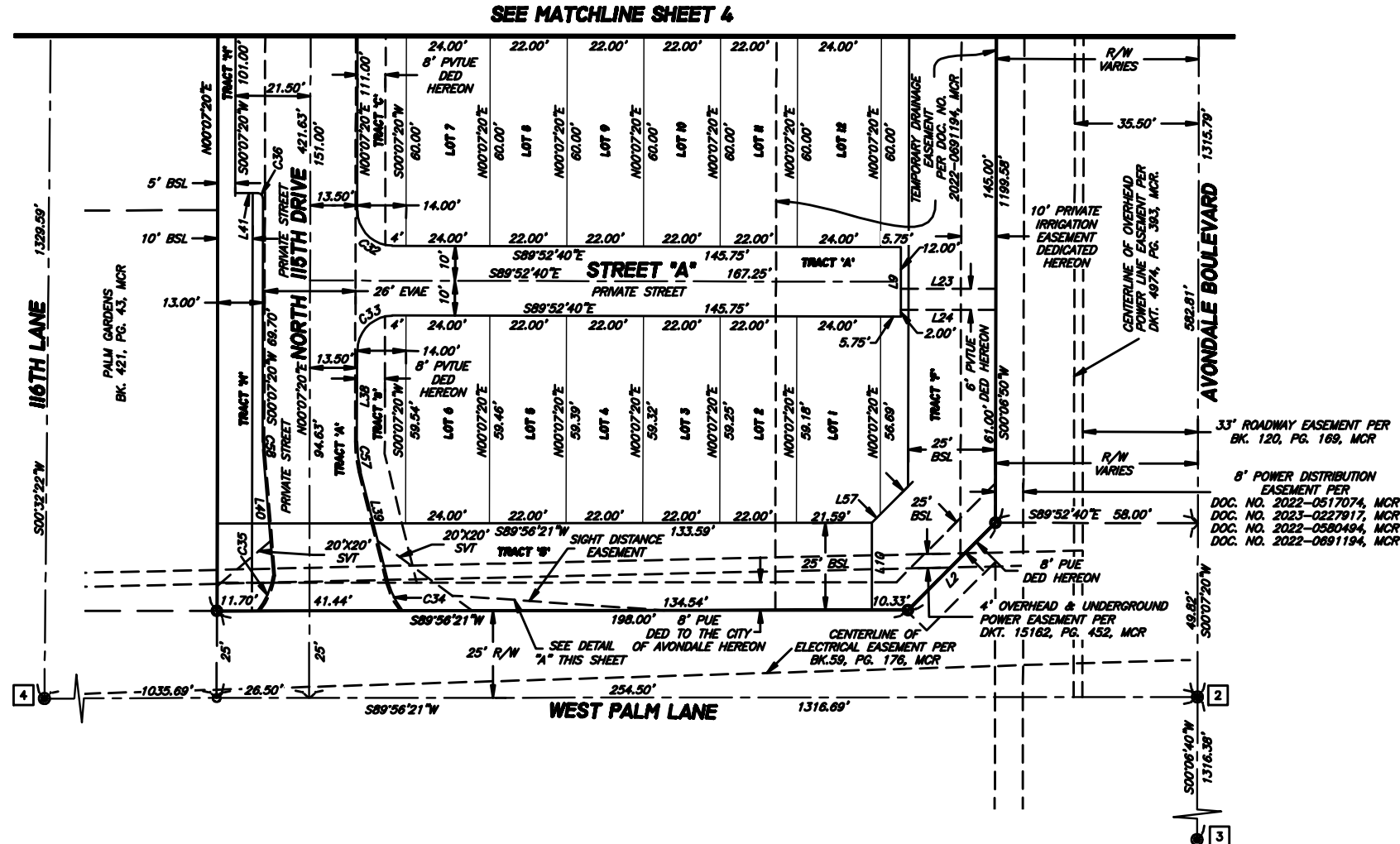
LINE	LENGTH	BEARING
L1	38.07'	S44°40'38"E
L2	35.41'	S45°01'49"W
L3	20.00'	N00°07'20"E
L4	20.00'	N00°07'20"E
L5	20.00'	N00°07'20"E
L6	20.00'	N00°07'20"E
L7	20.00'	N00°07'20"E
L8	20.00'	N00°07'20"E
L9	20.00'	N00°07'20"E
L10	25.00'	N00°03'39"E
L11	27.08'	S89°52'40"E
L12	27.09'	S89°52'40"E
L13	27.11'	S89°52'40"E
L14	27.11'	S89°52'40"E
L15	27.13'	S89°52'40"E
L16	27.13'	S89°52'40"E
L17	27.15'	S89°52'40"E
L18	27.15'	S89°52'40"E
L19	27.20'	S89°52'40"E
L20	27.20'	S89°52'40"E
L21	27.22'	S89°52'40"E
L22	27.22'	S89°52'40"E
L23	27.24'	S89°52'40"E
L24	27.24'	S89°52'40"E
L25	35.11'	N17°42'28"E
L26	4.99'	N00°40'38"E
L27	3.54'	S89°52'40"E
L28	15.06'	N00°07'20"E
L29	55.00'	S89°52'40"E
L30	16.50'	S00°07'20"W
L31	1.50'	N00°07'20"E
L32	16.50'	N89°52'40"W
L33	39.00'	N00°07'20"E
L34	15.00'	S89°52'40"E
L35	2.55'	N00°07'20"E
L36	0.50'	N80°07'55"E
L37	1.67'	S89°52'40"E

LINE	LENGTH	BEARING
L38	26.21'	N00°07'20"E
L39	32.76'	N13°55'57"W
L40	36.30'	S04°43'24"E
L41	6.50'	S89°52'40"E
L42	6.50'	N89°52'40"W
L43	6.50'	S89°52'40"E
L44	6.50'	N89°52'40"W
L45	23.50'	S00°07'20"W
L46	1.00'	S00°07'20"W
L47	6.50'	S89°52'40"E
L48	6.50'	N89°52'40"W
L49	6.50'	S89°52'40"E
L50	6.50'	N89°52'40"W
L51	6.50'	S89°52'40"E
L52	6.50'	N89°52'40"W
L53	45.66'	S08°35'03"W
L54	6.15'	N17°42'28"E
L55	6.37'	S44°40'58"E
L57	3.41'	N45°01'49"E



DETAIL 'A'
SCALE: 1" = 20'

TRACT	USE	AREA (SF)	AREA (AC)
TRACT A	PRIVATE DRIVE	69,419	1.593
TRACT B	OPEN SPACE, LANDSCAPING AND PUBLIC UTILITY EASEMENT	4,254	0.097
TRACT C	OPEN SPACE AND LANDSCAPING	3,242	0.074
TRACT D	OPEN SPACE AND LANDSCAPING	3,242	0.074
TRACT E	OPEN SPACE, LANDSCAPING AND AMENITIES	21,925	0.503
TRACT F	OPEN SPACE, LANDSCAPING, PUBLIC UTILITY EASEMENT, IRRIGATION EASEMENT, DRAINAGE EASEMENT AND PRIVATE UTILITY EASEMENT	14,859	0.341
TRACT G	OPEN SPACE AND LANDSCAPING	3,177	0.072
TRACT H	OPEN SPACE AND LANDSCAPING	3,246	0.074
TRACT I	OPEN SPACE AND LANDSCAPING	3,242	0.074
TRACT J	OPEN SPACE AND LANDSCAPING	3,242	0.074
TRACT K	OPEN SPACE, LANDSCAPING AND PUBLIC UTILITY EASEMENT	4,108	0.094
TRACT L	OPEN SPACE, LANDSCAPING, PUBLIC UTILITY EASEMENT, IRRIGATION EASEMENT, DRAINAGE EASEMENT AND PRIVATE UTILITY EASEMENT	20,101	0.461
TRACT M	OPEN SPACE AND LANDSCAPING	10,336	0.237



Arizona Surveying and Mapping
Absolute Confidence Since 1988
2440 W. JESSON LANE, SUITE 4
PHOENIX, ARIZONA 85021
TEL (602) 246-8919 FAX (602) 246-8944 info@asam1.com

ENCANTO TOWNHOME HOLDINGS, LLC,
V TOWNHOMES AT ENCANTO
FINAL PLAT



FIELWORK BY: BMH
DRAWN BY: CLL
CHECKED BY: LCD
JOB # P22-347
DATE: 08/16/24

SHEET NO.
5
5 OF 5

ITEM NUMBER: 5.a.

SUBJECT: Police Department's Response to Loud Noise Calls for Service

MEETING DATE: 9/23/2024

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
 - To provide police response to loud noise calls for service.
-

PURPOSE:

City Council will receive information regarding the Avondale Police Department's response to loud noise calls for service. This item is for discussion and feedback only; no Council action will be taken.

BACKGROUND:

The Avondale Police Department responds to reports of loud noise calls for service all hours of the day, on any day of the week. The Avondale Police Department enforces loud noise calls under Arizona Revised Statute 13-2904 and/or Avondale City Ordinance 15-11. The Avondale Police Department's response to reports of loud noise is outlined in Avondale Police Department Operational Order 31.203.

DISCUSSION:

It is the policy of the Avondale Police Department to respond to loud noise complaints generated by residents, businesses, and visitors to our city. Upon being dispatched for a loud noise complaint, officers assess the history of the address in question. Based on the history and the overall circumstances of that call for service, officers either document the encounter and give a warning or issue a criminal citation. Most noise complaint calls for service are resolved by residents turning down/off the source of the noise and receiving a warning. Chronic offenders and those who refuse to mitigate the sources of the noise are cited.

In 2023, the Avondale Police Department responded to 1,749 loud noise calls for service. Of the 1,749 calls, 907 reports were generated (16 of the 907 reports resulted in a criminal citation being issued). The remaining 842 calls for service resulted in the officers not being able to locate the source of the noise. The call was

referred to another agency, or the officer contacted the party being accused of the noise. However, the officer did not identify a problem.

BUDGET IMPACT:

None

RECOMMENDATION:

This item is for information and discussion only.

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