City of Avondale

City Council Meeting

Monday, October 20, 2025

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Dale Nannenga, Assistant City Manager

Katie Gregory, Assistant 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, October 20, 2025

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

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE ANNOUNCEMENTS

The following employees will be introduced to City Council. This item is for discussion only.

Finance and Budget

- Greg Luethje, Budget Manager
- Luisa Partida, Senior Customer Service Representative

Information Technology

- Michael Joslin, GIS tech
- Praneeth Marri, Network Analyst

Marketing and Public Relations

- Gabby Bobinsky, Management Analyst (internal promotion)

b. PROCLAMATION - BREAST CANCER AWARENESS MONTH

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

c. PROCLAMATION - HONORING THE LIFE OF RON ROSS

City Council will present a Proclamation recognizing Ron Ross in honor of his life. This item is for discussion only.

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

City Council will recognize students from schools located in the City of Avondale for their character and achievement. 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 September 22, 2025 City Council meeting minutes. The Council will take appropriate action.

b. **DATA SHARING AGREEMENT WITH ARIZONA STATE UNIVERSITY (ASU).**

City Council will consider a request to authorize a ten (10) year extension of a Data Sharing Agreement with Arizona State University (ASU) to allow the Avondale Police Department to share police report information on incidents leading to violent deaths occurring in Arizona and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. **SETTLEMENT AGREEMENT AND PAYMENT FOR THE CLAIM OF LANA NABATY**

City Council will consider a request to approve the settlement agreement with Lana Nabaty in the amount of $104,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **ORDINANCE 2036-1025 – RESERVATION OF A BUS SHELTER EASEMENT ALONG CITY-OWNED PROPERTY**

City Council will consider a request to adopt Ordinance 2036-1025, authorizing the reservation of a bus shelter easement along city-owned property for public use 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 1061-1025 - 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 1061-1025, 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 $287,124 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2025, through September 30, 2026, 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 1062-1025 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5310 GRANT PASS-THRU**

City Council will consider a request to adopt Resolution 1062-1025, approving an Intergovernmental Agreement with the City of Phoenix for a Federal Transit Administration (FTA) Section 5310 grant pass-thru agreement for specialized transportation services, 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 1063-1025 - INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT #216 - SCHOOL RESOURCE OFFICER**

City Council will consider a request to adopt Resolution 1063-1025, authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2025/2026 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.

h. RESOLUTION 1064-1025 - ADMINISTRATIVE CHANGE ORDER NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE CONSTRUCTION OF BRIDGE HOUSING

City Council will consider a request to adopt Resolution 1064-1025, approving Administrative Change Order No. 2 to the Intergovernmental Agreement with Maricopa County Human Services Department to revise and realign the project budget and update the project timeline and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 1065-1025 - THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY HUMAN SERVICES DEPARTMENT - EXPANSION OF HOMELESS SERVICES

City Council will consider a request to adopt Resolution 1065-1025, approving a Third Amendment to the Intergovernmental Agreement with the Maricopa County Human Services Department allowing reallocation of funding to Family Navigation Services and revisions to administrative change orders, invoicing, indemnification, and allowing for budget adjustments and scope of work revisions, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and amendments. The Council will take the appropriate action.

5. REGULAR AGENDA

a. THE BLVD OVERVIEW AND BLUEPRINTS CAPITAL DEVELOPMENT PRESENTATION

Staff will provide a presentation and overview of The BLVD and Blueprints Capital, who responded and were awarded The BLVD Request for Proposal (RFP) Bid. This item is for feedback and discussion only.

b. THE BLVD - WEB AVONDALE INVESTMENTS, LLC (FORMERLY WHITTEN DEVELOPMENT, INC) FULL-SERVICE HOTEL PRESENTATION AND NOTICE OF INTENT TO ENTER INTO A DEVELOPMENT TAX INCENTIVE AGREEMENT

City Council will: a) receive a presentation by staff with an overview of a proposal submitted by and awarded to Whitten Development, in response to The BLVD Request for Proposals; b) consider a request to adopt a Notice of Intent to enter into an Economic Development Agreement that includes the rebate of sales tax with Web Avondale Investments, LLC for a proposed full-service Embassy Suites Hotel; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1060-1025 - AVONDALE'S STRATEGIC PLAN FOR HOMELESSNESS RESOLUTION

City Council will receive an update from staff regarding the City's Strategic Plan for Homelessness Resolution and consider a request to adopt Resolution 1060-1025, adopting the Strategic Plan for Homelessness Resolution and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. MID-YEAR PUBLIC SAFETY SALARY ADJUSTMENTS

City Council will consider a request to: a) implement changes to the salary schedule/step plan for Police Officers and Police Sergeants and authorize associated pay increases; b) transition Police Lieutenants and Fire Battalion Chiefs from a traditional market range to a step plan and authorize associated pay increases; c) add two (2) additional full-time equivalent (FTE) Lieutenant positions; and d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents with an effective date of January 5, 2026. The Council will take appropriate action.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

(5 minutes)

7. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3); (A)(4); (A)(7) for discussion with designated representatives of the public body to consider its position and instruct its representatives and for discussion or consultation with the City's Attorney for legal advice and to instruct the City's Attorney regarding negotiations for the lease and sale of real property located in THE BLVD and negotiations for an Economic Development Agreement with WEB Avondale Investments, LLC for a proposed full service Embassy Suites Hotel located in THE BLVD.

Councilmembers 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 623-333-1000 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - Breast Cancer Awareness Month

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Aneyssa Romo, Senior 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: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will present a Proclamation recognizing October as Breast Cancer Awareness Month. This item is for discussion only.

BACKGROUND:
Breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women. Mammography, an “X-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer. Researchers, scientists, and numerous nonprofit organizations are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause. The City of Avondale extends its deepest respect to survivors and those advocating for prevention and a cure.

DISCUSSION:
The City Council will present a Proclamation recognizing October as Breast Cancer Awareness Month.

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *Aneyssa Romo and Whitney Castro*

Avondale

PROCLAMATION

BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an "X-ray of the breast," is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment are believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer; and

WHEREAS, during the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors that give us hope of a better future.

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims October 2025 as Breast Cancer Awareness Month and extend our deepest respect for survivors and those advocating for prevention and a cure.

Proclaimed this 20th day of October 2025.

_____ Attest: _____

Mayor City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.c.

SUBJECT: Proclamation - Honoring the Life of Ron Ross

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Whitney Castro, Management Analyst

THROUGH: Ron Corbin, City Manager

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will present a Proclamation recognizing Ron Ross in honor of his life. This item is for discussion only.

BACKGROUND:
Mr. Ron Ross devoted much of his life to public service and community involvement. He was a proud member of the American Legion Post 61 in Avondale, where he held many leadership positions, including Commander for five years, where he supported veterans and strengthened community ties.

DISCUSSION:

BUDGET IMPACT:
This item has no budget impact.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *n/a*

Avondale

PROCLAMATION

HONORING THE LIFE OF RONALD RAYMOND ROSS

WHEREAS, Ronald Raymond Ross was born on August 8, 1949, in Phoenix, Arizona, and passed away peacefully at his home on June 8, 2025, at the age of 75; and

WHEREAS, Ron was a lifelong Arizonan who grew up in Avondale and Yuma, graduating from Kofa High School in 1967 before proudly serving his country in the United States Army from 1969 to 1971, where he was honorably discharged; and

WHEREAS, following his military service, Ron built a successful career as an insurance agent, earning numerous accolades, and was admired for his professionalism, integrity, and strong work ethic; and

WHEREAS, Ron devoted much of his life to public service and community involvement, contributing his time and talents to the Maricopa County Parks and Recreation Committee, the Tri-City West Chamber of Commerce, and the Billy Moore Days Committee; and

WHEREAS, as a proud member of the American Legion Post 61 in Avondale, Ron held many leadership positions, including Commander for five years, where he supported veterans and strengthened community ties; and

WHEREAS, Ron will be remembered as a devoted husband, father, grandfather, brother, and friend whose compassion, dedication, and service left a lasting impact on the City of Avondale and all who had the privilege of knowing him;

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, do hereby honor and celebrate the life and legacy of Ronald Raymond Ross, and extend our deepest condolences to his family, along with our gratitude for his service and lasting contributions to our community.

Proclaimed this 20th day of October 2025.

_____ Attest: _____

Mayor City Clerk

CITY COUNCIL REPORT

ITEM NUMBER: 2.d.

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

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

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

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

DISCUSSION:
Avondale students will be recognized for their character and achievement.

BUDGET IMPACT:
None

RECOMMENDATION:
This item is for information and discussion only.

Contact person for document distribution: Christopher Lopez; Edith Baltierrez; Donna Gardner

CITY COUNCIL REPORT

ITEM NUMBER: 4.a.

SUBJECT: Minutes

MEETING DATE: 10/20/2025

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 & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:
City Council will consider a request to approve the September 22, 2025 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 September 22, 2025 City Council meeting minutes.

Contact person for document distribution: *Chris Pierson*

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
September 22, 2025

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 5:30 p.m.

Mayor Mike Pineda led the Pledge of Allegiance, followed by a moment of silent reflection.

Members Present: Mayor Mike Pineda; Vice Mayor Curtis Nielson; Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, 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; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Kimberly Moon, Engineering Director; Jodie Novak, Development Services Director; Larry Rooney, Fire Chief; Jeffrey Scheetz, Chief Information Officer; Pier Simeri, Marketing and Public Relations Director; Jennifer Stein, Economic Development Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. EMPLOYEE ANNOUNCEMENTS

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

Development Services Department

- Martin Moreno, Planner
- Zachary Jones, Planner
- Gilbert Garcia, Bldg. Permit Technician II (Internal Promotion)

Economic Development Department

- Carter Wright, Economic Development Manager

Engineering Department

- Joshua Begay, Associate Engineer

Finance & Budget Department

- Jaime Allen, Accounting Specialist

Office of Public Safety

- Carolyn Aguilar, Municipal Security Officer

Parks, Recreation, & Libraries Department

- Ashlie Yingling, Recreation Programmer
- Mayra Felix, Librarian I (Internal Promotion)
- Christina Amarillas, Librarian II (Internal Promotion)

3. UNSCHEDULED PUBLIC APPEARANCES

None.

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. Councilmembers may pull items from consent if they would like them considered separately.

Mayor Pineda asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Vice Mayor Nielson, seconded by Councilmember Conde, to approve the Consent Agenda.

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

a. MINUTES

City Council approved the August 25, 2025 City Council meeting minutes.

b. SERIES 4 (WHOLESALER) LIQUOR LICENSE - JALISCO INTERNATIONAL IMPORTS, INC

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 4 (Wholesaler) Liquor License submitted by Jeffrey Craig Miller, authorizing the distribution of all types of liquor (beer, wine, and distilled spirits) to Arizona-licensed retailers at Jalisco International Imports, Inc., located at 1100 North 127th Avenue, Suite 100, in Avondale and authorized the Mayor and City Clerk to execute the necessary documents.

c. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - CIRCLE K #9602

City Council recommended approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Maria Danielle Burgess to sell beer and wine at Circle K #9602 located at 10715 West Broadway Road and authorized the City Clerk to execute the necessary documents.

d. RESOLUTION 1058-0925 - AUTHORIZING PASS-THROUGH GRANT FROM GILA RIVER INDIAN COMMUNITY

City Council adopted Resolution 1058-0925, authorizing the City of Avondale's acceptance of grant funding through the Gila River Indian Community Grant and passing those grant funds to the eligible City-sponsored non-profit, A Mighty Change of Heart, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. PUBLIC ART UPDATE

City Council received an update from staff regarding public art. This item was for discussion only.

Marissa Dailey, Arts, Culture and Library Manager, presented the Public Art Projects completed in fiscal year 2025, current projects in progress, and the recommended project schedule for fiscal year 2026. For fiscal year 2025 the Public Art team completed 14 public art projects, began 11 new projects and awarded 3 scholarships to Avondale High School Seniors through the Achieving Artists Scholarship Art Contest. The Municipal Art Committee members were introduced.

The following completed projects were presented:

- Inspiring Young Minds at Mountain View Community Center
- Hometown Hero Banners
- Harmony of Rivers at Fire Station 172
- Confluence at Park Avenue Plaza
- Utility Box Art Wraps

The following in-progress projects were presented:

- Fire Station Mural
- Cooper's Hawk Mural
- The Grid

Funding of the fiscal year projects was presented.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS

Councilmember White attended the Arizona Black Law Enforcement (ABLE) Conference and first annual Criminal Justice Conference. She acknowledged and expressed her appreciation to the Police Department staff who attended the conference and participated in the cultural celebration. She participated in the National Transportation in Indian Country Conference, which provided an opportunity to hear from the United States Department of Transit and the Arizona Department of Transportation.

Councilmember Garcia attended the West Valley Chamber Gala as well as the Charlie Kirk Memorial Service. She spoke on the assassination of Charlie Kirk, expressing the need to come together as a community, through differences, and continue civil conversations.

Mayor Pineda attended the Avondale Youth Summit hosted by the Neighborhood and Family Services Department at La Joya Community High School. He attended the Avondale Innovate Summit hosted by the Economic Development. Lastly, he met with the Agua Fria High School District Superintendent, Mark Yslas, and learned about the district's academies.

7. ADJOURNMENT

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

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

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

The meeting was adjourned at 5:59 p.m.

_____
Mike Pineda, 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 22nd day of September 2025. 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

CITY COUNCIL REPORT

ITEM NUMBER: 4.b.

SUBJECT: Data Sharing Agreement with Arizona State University (ASU).

MEETING DATE: 10/20/2025

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: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will consider a request to authorize a ten (10) year extension of a Data Sharing Agreement with Arizona State University (ASU) to allow the Avondale Police Department to share police report information on incidents leading to violent deaths occurring in Arizona and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
This agreement establishes the basis for the Avondale Police Department to share police report information on incidents leading to violent deaths occurring in Arizona. To help find answers to prevent violent deaths, the CDC's National Violent Death Reporting System (NVDRS) links information about the "who, where, and how" from the data on violent deaths and provides insights about "why" they occurred. This data will be used for the purpose of contributing to the Arizona Violent Death Reporting System (AZ-VDRS) by providing accurate, comprehensive, and objective information regarding violent deaths. The sharing of police report data will be in accordance with the terms and conditions stated in this agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential. No personally identifiable information is collected.

DISCUSSION:
The extension would become effective upon the signature and remain in effect for ten (10) years, unless terminated, canceled, or extended as otherwise provided in the agreement.

BUDGET IMPACT:
No impact to budget

RECOMMENDATION:

Staff recommends that the City Council adopts a resolution authorizing the extension of the Avondale Police Department's participation in the Data Sharing Agreement with ASU, and authorizes 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*

20-104C

Data Sharing Agreement
Between
Avondale Police Department
and
Arizona Board of Regents for and on behalf of
Arizona State University (ASU)

1. **TERM OF THE AGREEMENT:**

The term of this Agreement shall become effective upon last signature below and shall remain in effect for five (5) years unless terminated, canceled or extended as otherwise provided herein.

2. **TERMINATION OR AMENDMENT:**

Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written Amendment in order to accommodate unforeseen circumstances by the authorized representative of the respective parties.

3. **CONFIDENTIALITY:**

A. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in section 12 Scope of Work without prior approval of all parties to this Agreement.

B. Neither confidential medical information nor personally identifying information that may be exchanged through this Agreement shall be made available for any political or commercial purpose, nor shall such information be used as basis for determining eligibility for care or source of payment for care to any individual.

C. ASU designates the following personnel (Designated Personnel) as individuals who will receive, use or disclose the Limited Data Set on its behalf:

All individuals identified in ASU Institutional Review Board (IRB) Protocol No. STUDY00001484, including any individuals named in authorized IRB modifications or amendments that occur during the Length of Agreement specified above.

D. ASU will implement appropriate safeguards to prevent the use or disclosure of the Limited Data Set not otherwise permitted in this Agreement.

E. ASU will report to AVONDALE Police Department (as appropriate) any use or disclosure of the Limited Data Set not permitted by this Agreement within five (5) business days of ASU's learning of such use or disclosure.

4. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE:**

A. All parties agree to adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules as defined in 45 CFR Parts 160, and 164 and under the HIS Circular No. 2003-02 for policy and procedures.

B. Parties warrant that they will cooperate with the State in the course of performance of the Agreement so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its documents that are reasonably necessary to keep both parties in compliance with HIPAA, including but not limited to business associate agreements, pledge of confidentiality, HIPAA training certification or other HIPAA related compliance documents.

5. APPLICABLE LAW:

Arizona Law. Applicable law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

6. CONFLICT OF INTEREST:

Pursuant to A.R.S. 38-511, the State, its political subdivisions or any department or agency of either may, within four (4) years after its execution, cancel any Agreement, 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 Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when ASU receives written notice of the cancellation unless the notice specifies a later time.

7. ARBITRATION:

Pursuant to A.R.S. 12-1518, disputes under this Agreement shall be resolved through the use of arbitration as follows:

A. Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit; arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause.

8. FUNDING:

This Agreement is not an obligation of or a commitment of funds, or a basis for a transfer of funds, but rather a statement of understanding between the Parties concerning the sharing and use of confidential information related to the purposes of this Agreement. Expenditures by each party are subject to that party's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies of the respective parties.

9. INSURANCE:

The AVONDALE Police Department and ASU are self-insured for liability per A.R.S. 41-621.

10. BACKGROUND:

The AVONDALE Police Department, by collaborating with ASU's Center for Violence Prevention and Community Safety (CENTER), supports participation in the Centers for Disease Control and Prevention's (CDC) National Violent Death Reporting System (NVDRS) in Arizona (AZ-VDRS). Recently, the NVDRS

expanded to its current level of 50 participating states across the country, as well as the District of Columbia and Puerto Rico. The NVDRS compiles statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate state, county, local, or tribal agencies. Objectives of these statewide surveillance systems include providing comprehensive snapshots of violent incidents to further understand such events and informing communities, policy makers, planners, and decision makers on violent deaths so that preventive programs can be enacted. Establishment of the AZ-VDRS enables increased scientific understanding of violent injury through research, translation of research findings into prevention strategies, and the dissemination of knowledge of violent injury and prevention to professionals and the public. Data collection for the project will be sponsored by the CDC and coordinated by the research team at the CENTER.

11. PURPOSE:

This Agreement establishes the basis for the AVONDALE Police Department to share with the CENTER police report information on incidents leading to violent deaths occurring in Arizona. This data will be used for the purpose of contributing to the AZ-VDRS by providing accurate, comprehensive, and objective information regarding violent deaths.

The sharing of police report data will be in accordance with the terms and conditions stated in this agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential.

12. SCOPE OF WORK:

I. AVONDALE Police Department agrees to provide or continue to provide the CENTER with the following:

a. Confidential police report data, but only for incidents involving violent deaths, related to incident narrative, person type (victim/suspect), name address, age, sex, race, ethnicity, when and where (injury/death), additional person descriptors, wounds, associated circumstances, victim suspect relationship, history of victim abuse, suspect was victim caretaker, firearm descriptors, poison details, weapon used by/on person, person purchasing firearm, and any other available person descriptors for individuals residing within or events occurring within Arizona.

i. The above noted data will be made available to the CENTER from January 1, 2015 and forward.

ii. The above noted data will be made available to the CENTER on a monthly basis.

b. Confidential supplemental homicide report data related to person type (victim/suspect), name address, age, sex, race, ethnicity, additional person descriptors, associated circumstances, weapon used by /on person, and any other available person descriptors for individuals residing within or events occurring within Arizona.

i. The above noted data will be made available to the CENTER from January 1, 2015 and forward.

ii. The above noted data will be made available to the CENTER on a monthly basis.

c. Within this agreement, it is understood that at least 99% of police reports (and associated data)

are available within 90 days of death and are then ready to be shared with ASU.

d. The name or names of the AVONDALE Police Department employees that will provide the information designated under Section I. Immediate notification will occur when there are any changes in this list of employees.

e. A AVONDALE Police Department employee who may serve on the AZ-VDRS statewide advisory board.

II. The CENTER agrees to provide AVONDALE Police Department with:

a. A description of the security measures that are in place to maintain the confidentiality of the data being received. These measures at a minimum should follow the recommendations for the "Security Considerations for Applicants" prepared by the Human Subjects Review Board of the ADHS.

b. Analytical support for matters related to data collected as part of the Arizona Violent Death Reporting System. The scope, nature, and frequency of the support will be mutually agreed upon by both parties, in writing, after funding has been secured.

III. Confidential Information:

a. The parties agree to provide information following a mutually agreeable format and that the information shall be marked confidential if disclosed in written or other tangible form, or if disclosed orally or visually, identified as confidential at the time of disclosure and reduced to writing and marked confidential and transmitted to the receiving party within thirty (30) days of the initial disclosure.

b. The CENTER will not use, or disclose to any third party, confidential information of AVONDALE Police Department in any manner whatsoever except as authorized pursuant to this Agreement, and will require that its employees and agents who have access to such information will not use, or disclose AVONDALE Police Department information for three (3) years after the termination of this Agreement, except as authorized under this Agreement; provided that the CENTER's obligations hereunder shall not apply to information that was already known to receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or

i. At the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by receiving party; or

ii. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or

iii. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or

iv. Is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation ("ORDER"), provided, however, that the receiving party promptly notify the disclosing party in advance of such disclosure and discloses only that INFORMATION necessary to comply with said ORDER.

For Avondale Police Department on behalf of the City of Avondale
City of Avondale
Attn: Dale Nannenga
11485 West Civic Center Drive
Avondale, AZ 85323
Email: dnannenga@avondaleaz.gov

14. SIGNATURE APPROVALS:

City of Avondale, Avondale Police Department

Signature: _____

Printed Name: Dale Nannenga

Date: 3/23/2020

ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

Signature: _____

Printed Name: Debra Murphy, Director

Date: _____

For Avondale Police Department on behalf of the City of Avondale
City of Avondale
Attn: Dale Nannenga
11485 West Civic Center Drive
Avondale, AZ 85323
Email: dnannenga@avondaleaz.gov

14. SIGNATURE APPROVALS:

City of Avondale, Avondale Police Department

Signature: Agreement Fully Executed by email confirmation on 04/07/2020

Printed Name: _____

Date: _____

ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY

Signature: Debra Murphy

Printed Name: Debra Murphy, Director

Date: 4/3/2020

IV. The parties agree to

a. Carefully restrict use and access of information to those designated by the CENTER. Data provided by AVONDALE Police Department are for the use of the AZ-VDRS only and no copies may be made of such records to provide to other individuals or entities for other purposes.

b. Prohibit identifying information about a person that was supplied under the terms of this agreement from being released to anyone not working on AZ-VDRS data collection, or the development of the AZ-VDRS.

c. Require all officers, agents and employees to keep all such shared information strictly confidential. To communicate the requirements for this section to all officers, agents and employees, to discipline all persons who may violate the requirements of this section and to notify the originating party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

13. CONTACTS FOR NOTICES UNDER THIS AGREEMENT:

Notices to be sent to mailing address with courtesy copies identified below.

For ASU

Arizona State University
Office for Research and Sponsored Projects Administration
P.O. Box 876011
Tempe, AZ 85287-6011

E-mail: asu.awards@asu.edu
Phone: 480-965-1427
Fax: 480-965-2455

Copy: *Charles Katz*
ASU Center for Violence Prevention and Community Safety
Attn: Charles Katz, Director
411 N Central Ave., Suite 680
Phoenix, Arizona 85004

E-mail: Charles.katz@asu.edu
Phone: 602-496-1471

Copy: *Aaron D. Krasnow, Ph.D.*
ASU HIPAA Privacy Officer
Assistant Vice President/Director ASU Counseling
E-mail: Aaron.Krasnow@asu.edu
Phone: 480-727-6884

:

SIGNED:

Kenn Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

CITY COUNCIL REPORT

ITEM NUMBER: 4.c.

SUBJECT: Settlement Agreement and Payment for the Claim of Lana Nabaty

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney

THROUGH: n/a

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

STRATEGIC PLAN:
n/a

PURPOSE:
City Council will consider a request to approve the settlement agreement with Lana Nabaty in the amount of $104,000 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Lana Nabaty filed a notice of claim with the City on January 9, 2024.

DISCUSSION:
The City Attorney's Office has negotiated a settlement with Ms. Nabaty and is recommending approval of the settlement agreement in the amount of $104,000.

BUDGET IMPACT:
The Risk Fund maintains a fund balance to pay claims against the City. With approval of this settlement, the City's balance will remain above our required reserve balance.

RECOMMENDATION:
The staff is recommending City Council approve the settlement agreement with Ms. Nabaty in the amount of $104,000 and authorize the Mayor, the City Manager, the City Attorney and the City Clerk to execute the necessary documents.

Contact person for document distribution: *Lisa Fitch and Nicholle Harris*

SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is entered into freely and voluntarily between Lana Nabaty ("Employee") and the City of Avondale, an Arizona municipal corporation, and its employees, former employees, officers, directors, owners, affiliates, predecessors, successors and assigns ("Employer"). Collectively, Employee and Employer are hereinafter referred to as the "Parties."

WHEREAS, Employer employed Employee until her separation on October 24, 2023;

WHEREAS, Employee filed a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC") on December 18, 2023, Charge No. #540-2024-02245 ("Charge"), alleging race, national origin, disability, and retaliation discrimination;

WHEREAS, Employee provided Employer with a Notice of Claim on January 8, 2024 ("NOC"), alleging: (1) violations of the Americans with Disabilities Act, (2) violations of Title VII of the Civil Rights Act of 1964, (3) violations of the Arizona Civil Rights Act, (4) violations of the Arizona Employment Protection Act, and (5) violations of the Arizona Fair Wages and Healthy Families Act;

WHEREAS, Employee filed a Complaint in the Superior Court of the State of Arizona on December 16, 2024, Case No. CV2024-036435, later amended on March 5, 2025 and removed to federal court in Case No. CV-25-01066-PHX-JJT (collectively, the "Lawsuit"), alleging (1) violations of the Americans with Disabilities Act, (2) violations of Title VII of the Civil Rights Act of 1964, (3) violations of the Arizona Civil Rights Act, and (4) violations of the Arizona Fair Wages and Healthy Families Act;

WHEREAS, Employer denies any and all liability to Employee for the claims asserted by Employee and any other alleged improper or unlawful action by Employer;

WHEREAS, this Agreement is intended to fully resolve any and all asserted and unasserted claims by Employee against Employer, and the Parties mutually desire to resolve their disputes;

NOW, THEREFORE, in consideration of the foregoing, and of the promises and mutual covenants contained herein, the Parties agree as follows:

1. <u>No Admission of Liability.</u> The Parties agree that this Agreement does not constitute an admission by Employer of any liability, or of the violation of any federal, state or local law, ordinance or regulation, any policy or procedure, or any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be admissible in any proceeding as evidence of liability or wrongdoing by Employer. This Agreement may be introduced, however, in any proceeding to enforce this Agreement. However, such introduction shall only be pursuant to an order protecting its confidentiality.

2. <u>Settlement Payment.</u> In consideration for Employee's agreement to all of the terms, conditions, and promises in this Agreement, Employer agrees to pay the total sum of $104,000.00, inclusive of any and all fees and costs, in full and final settlement ("the Settlement Payment").

The Settlement Payment will be paid in three checks as follows:

- The sum of $31,200.00 less applicable withholdings, made payable to Lana Nabaty, for alleged wage-based damages, for which a Form W-2 will be issued to Employee;

- The sum of $31,200.00 without withholdings, made payable to Lana Nabaty, for alleged non-wage compensatory damages for which a 1099 will be issued to Employee; and

- The sum of $41,600.00 made payable jointly to Employee and her attorneys, Fernandez Watts Law PLLC ("Employee's Counsel"), for alleged attorneys' fees and costs, for which a Form 1099 will be issued to Employee and Employee's Counsel.

The Settlement Payment shall be paid within fourteen (14) business days after: (a) Employee has signed this Agreement and delivered it to counsel for Employer; (b) Employee and her counsel have provided the necessary documentation to complete payments including a W-4 and W-9 from Employee and a W-9 from Employee's counsel; (c) Employee fulfills her obligations as described in Paragraph 6 below; and (c) the "Effective Date" of the Agreement has occurred as described in Paragraph 7(f) below. The Settlement Payment checks will be delivered to Employee's counsel at the following address:

Fernandez Watts Law PLLC
5040 E. Shea Blvd. Ste. 272
Scottsdale, Arizona 85254

3. **Tax Liability.** Employer makes no representations or warranties with respect to the tax consequences of the payments described above. Employee agrees and understands that if a government taxing authority determines that any local, state, and/or federal taxes on those payments and/or any penalties or assessments thereon are due, she is responsible for payment. Employee further agrees to indemnify and hold Employer harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against Employer for any amounts claimed due on account of (a) Employee's failure to pay or delayed payment of federal, state or local taxes, or (b) damages sustained by Employer by reason of any such claims, including attorneys' fees and costs. Notwithstanding the foregoing, Employer will be responsible for paying its portion of taxes in connection with the payment to Employee pursuant to Paragraph 2 above.

4. **Wages.** Employee represents and agrees that she has been paid all of her normal and customary wages for services rendered during her employment with Employer, as well as for all paid leave and benefits she may have been due. Employee further represents and agrees that she is not entitled to any additional compensation, wages or benefits related to her employment with Employer.

5. **Sufficiency of Consideration.** Employee agrees that the Settlement Payment is sufficient consideration for the Release and the other promises and terms in this Agreement. Employee understands and agrees that she is not eligible for or entitled to any payments, wages, benefits or remuneration from Employer, except as provided in this Agreement.

6. **Dismissal of Claims; No Other Pending Claims, Charges or Lawsuits.** To effectuate this settlement, Employee agrees to file a stipulation to dismiss with prejudice of her

pending Lawsuit, currently pending before the United States District Court of Arizona, within five business days after this Agreement is fully executed by all Parties. The Parties agree each side will bear its own attorneys' fees and costs related the Charge, NOC, and Lawsuit. Other than the Lawsuit, Employee represents that she is not a party in any pending administrative charge, arbitration, lawsuit, civil action or claim of any kind against Employer or the Released Parties (as defined in Paragraph 7 below).

7. Release. Employee voluntarily and knowingly, both individually and as a member of any class, and on behalf of her spouse, heirs, executors, successors, administrators, and assigns, hereby releases and forever discharges Employer, including but not limited to, the City of Avondale; the following persons in both their personal and official capacities: Mike Pineda, the Mayor of the City of Avondale; the City of Avondale City Manager's Office; the City of Avondale's current and former Council Members (including but not limited to former Mayor Kenneth Weise, former Council Member Veronica Malone, Vice Mayor Curtis Nielson, Council Member Gloria Solorio, Council Member Tina Conde, Council Member Max White, Council Member Jeannette Garcia, and Council Member Shari Weise); and their employees, officers, directors, owners, affiliates, predecessors, insurers, successors and assigns (collectively, the "Released Parties"), from any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, taxes, penalties, costs and attorneys' fees against the Released Parties, whether known or unknown, that Employee ever had, now has or may have prior to the date this Agreement is signed by Employee, due to any matter whatsoever relating to or arising out of Employee's employment, compensation, benefits, and/or the termination of Employee's employment (collectively, the "Released Claims"). The Released Claims include, but are not limited to, any claim that any of the Released Parties violated the Arizona Employment Protection Act, the Arizona Civil Rights Act, the Arizona Minimum Wage Act, the Arizona Medical Marijuana Act, the Arizona Fair Wages and Healthy Families Act, and any other relevant Arizona state or local statutes, ordinances, and regulations; all claims made or which could have been made in charge number 540-2022-03202 pending before the EEOC; all claims made or which could have been made in the Lawsuit, pending before the United States District Court of Arizona; the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Fair Labor Standards Act, Sections 1981 through 1988 of Title 42 of the United States Code, the Age Discrimination in Employment Act of 1967, the Genetic Information Nondiscrimination Act of 2008, the Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Immigration Reform Control Act, the Americans with Disabilities Act of 1990, as amended, the Occupational Safety and Health Act, and any other federal statute or regulation; any claim that any of the Released Parties violated any other federal, state or local statute, law, regulation or ordinance; any claim of unlawful discrimination of any kind; any public policy, contract, tort, wrongful termination or common law claim; and any claim for costs, fees, or other expenses including attorneys' fees and costs incurred.

Employee agrees not to file or initiate any lawsuit in any court or initiate an arbitration proceeding asserting any of the Released Claims against any of the Released Parties. Employee further agrees that she will not permit herself to be a member of any class in any court or in any arbitration proceeding seeking relief against any of the Released Parties based on claims released by this Agreement.

Employee further understands and agrees that she:

(a) Has carefully read and fully understands all of the provisions of this Agreement.

(b) Is, through this Agreement, releasing Released Parties from any and all claims she may have against Releasees.

(c) Is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement, agrees that this Agreement has been entered into voluntarily and not as a result of coercion, duress, or undue influence, and knowingly and voluntarily intends to be legally bound by all of the terms set forth in this Agreement.

(d) Was advised and hereby is advised in writing to consider the terms of this Agreement and to consult with her attorney prior to executing this Agreement. Employee understands and agrees that the terms of this Agreement were determined after negotiation between her counsel and counsel for Employer and, as such, should not be strictly construed for or against either party.

(e) Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) that may arise after the date this Agreement is executed are not waived.

(f) Understands that she has up to twenty-one (21) days to consider whether to sign this Agreement, and that any changes to this Agreement, whether material or immaterial, do not restart this 21-day period. By signing on any date prior to the expiration of the 21-day period, Employee is voluntarily electing to forego waiting 21 days to sign the Agreement. Employee also understands that she has seven (7) calendar days following her execution of this Agreement to revoke the Agreement by providing counsel for Employer, Steve Biddle, with written notification of such revocation. Such notification must be received via by Mr. Biddle via hand delivery, confirmed email delivery, or overnight express delivery to 2425 E. Camelback Road, Suite 900, Phoenix, Arizona, 85016 (sbiddle@littler.com). This Agreement shall become effective on the eighth (8th) day after Employee signs the Agreement provided she does not revoke the Agreement (the "Effective Date").

8. <u>Matters Not Released.</u> The Parties agree and acknowledge that the above Release does not waive claims: (a) for unemployment or workers' compensation benefits (except as otherwise stated herein); (b) for vested rights under ERISA-covered employee benefit plans as applicable on the date Employee signs this Agreement; (c) that may arise after Employee signs this Agreement; (d) that cannot be released by private agreement; and (e) for any action arising out of a claim of a breach of this Agreement. Nothing in this Agreement prevents Employee from filing a charge or complaint with or from participating in an investigation or proceeding conducted by any federal, state or local agency charged with the enforcement of any employment laws, although by signing this Agreement, Employee understands she is waiving her right to recover any individual relief based on claims asserted in such a charge or complaint.

9. <u>No Medicare Beneficiaries; No Conditional Medicare Payments.</u> This settlement is based on a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law. It is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any

attempt to shift responsibility for medical treatment to Medicare in contravention of the Medicare Secondary Payor Act, 42 U.S.C. Sec. 1395y(b). Employee warrants that she is not a Medicare beneficiary as of the date of this release, nor does she reasonably anticipate becoming a Medicare beneficiary within 30 months of executing this Agreement. Because Employee is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made to Medicare. The Parties acknowledge and understand that any present or future action or decision by Medicare on this settlement, or Employee's eligibility or entitlement to Medicare or Medicare payments, will not render this Agreement void or ineffective, or in any way affect the finality of this liability settlement.

10. Confidentiality. Employee agrees to keep the facts relating to this dispute and the terms of this Agreement, including the economic terms, completely confidential and not disclose such terms to anyone, other than his attorneys, financial advisors, or immediate family, or disclosures that are affirmatively compelled by law or by legitimate law enforcement or compliance mandates. If asked about the dispute, Employee will say only "it is resolved." The Parties agree that this Agreement shall not be used or offered as evidence in any legal proceeding for any purpose except to enforce this Agreement, in which case the parties will use a protective order to protect the confidentiality of the Agreement. In the event one of the Parties is requested by subpoena, deposition notice, court order or otherwise to disclose this Agreement, that Party must give written notice to the other within five (5) days of the receipt of the request for disclosure, so as to allow the other party an opportunity to seek a protective order or pursue any other legal process as to such matter. Nothing in this Agreement prohibits either party from making legally required disclosures, including those which may be required under the Arizona Public Records Law as set forth in A.R.S. Sections. 39-101 et. seq.

11. Non-Disparagement. Both Parties agree they will not make any statements, oral or written, to anyone that are disparaging to the other party on any basis, including relating to the termination of Employee's employment relationship with Employer.

12. No Future Employment; References. Employee agrees she will not seek or accept employment with Employer or its related or affiliated entities, or an assignment to work physically on site for any of them in any other capacity including, but not limited to, as a temporary worker, contractor, or employee of a contractor. Absent prior written authorization from Employee to provide more, upon request for a reference on Employee, Employer will only release Employee's dates of employment and job title. Such reference request shall be addressed to Andrew Mesquita, Human Resources Director.

13. Return of Company Property; Cooperation with Accessing Files. Employee hereby warrants she has not retained any Employer property, electronic or otherwise, and does not have access to any Employer files, electronic or otherwise. Employer property includes, but is not limited to, documents, keys, security/access/identification badges, computers, phones, thumb drives, other devices, instruction manuals, marketing plans, pricing information, customer lists, or any other property owned by Employer. If Employee has any such property, Employee agrees to return it to Employer immediately.

14. Governing Law. This Agreement shall be governed by the laws of the State of Arizona and any action to enforce this Agreement must be brought in the appropriate state or federal court in Arizona.

15. Counterparts. This Agreement may be executed in counterparts and each counterpart will be deemed an original.

16. Severability. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

17. Selective Enforcement. The Parties agree that the failure of either Party to enforce or exercise any right, condition, term or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver of the rights, conditions, terms or provisions or any other rights, conditions, terms or provisions of this Agreement, and the same will continue in full force and effect.

18. Perceived Breach; Conflicts. In the event either Party believes the other Party has breached any provision of this Agreement, the Parties agree to first contact the other Party's counsel to discuss the concern prior to initiating any action.

19. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental agreements and understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Employee acknowledges that she has not relied on any representations, promises or agreements of any kind made to her in connection with her decision to accept the terms of this Agreement, except for the representations, promises and agreements made herein. Any modification to this Agreement must be in writing and signed by Employee and the Employer through its authorized representative.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS SETTLEMENT AGREEMENT AND RELEASE HAS IMPORTANT LEGAL CONSEQUENCES.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Agreement as of the date set forth below.

LANA NABATY	THE CITY OF AVONDALE
Signature:_____	Signature:_____
Printed Name: Lana Nabaty	Printed Name: _____
Date: _____	Position: _____
	Date: _____

CITY COUNCIL REPORT

ITEM NUMBER: 4.d.

SUBJECT: Ordinance 2036-1025 – Reservation of a Bus Shelter Easement along City-owned Property

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Kimberly Moon, Engineering Department Director

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: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development. 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 adopt Ordinance 2036-1025, authorizing the reservation of a bus shelter easement along city-owned property for public use 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 Avondale Transit Center was completed in summer 2024 as part of a partnership between the City of Avondale and Valley Metro. The project was funded through a combination of federal, regional, and local funds at a cost of around $1,100,000 and built by Valley Metro. The transit center is situated adjacent to The BLVD parking garage on Park Avenue, approximately 200 feet north of Dale Earnhardt Drive. The facility features two bus pullouts, a boarding area, cameras, wayfinding, and a large transit shelter with seating for passengers. A walking path connects the northeast corner of the parking structure to the transit center's boarding area, providing access to Valley Metro Express Bus 563 and Avondale WeRIDE services. Residents can access parking for the transit center within The BLVD garage, which has an entrance on 114th Avenue. The transit center replaced the previous temporary park-and-ride that had operated since 2013, which was built with local funding.

DISCUSSION:
The previous park and ride, located north of the parking garage, was vacated following the completion of a new bus pullout and shelter located along the eastern property line adjacent to Park Avenue. At the time the bus shelter was constructed in 2024, the City did not reserve an easement for the facility and related appurtenances. As part of ongoing efforts to replat the site, the City is creating two separate parcels to market

the northern vacant portion for future development. To preserve access and operational continuity for the existing bus shelter, it is now necessary to formally reserve an easement on the City-owned property.

An easement containing 1,300 square feet will be reserved along the property.

BUDGET IMPACT:
There is no impact to the budget for this action.

RECOMMENDATION:
Staff recommends City Council adopt an Ordinance authorizing the reservation of a bus shelter easement along 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*

Bus Shelter Easement

Avondale

Subject Parcel
Easement Location

Not to Scale

Prepared on 8/27/2025 by the Geospatial Services Division of the Information Technology Department

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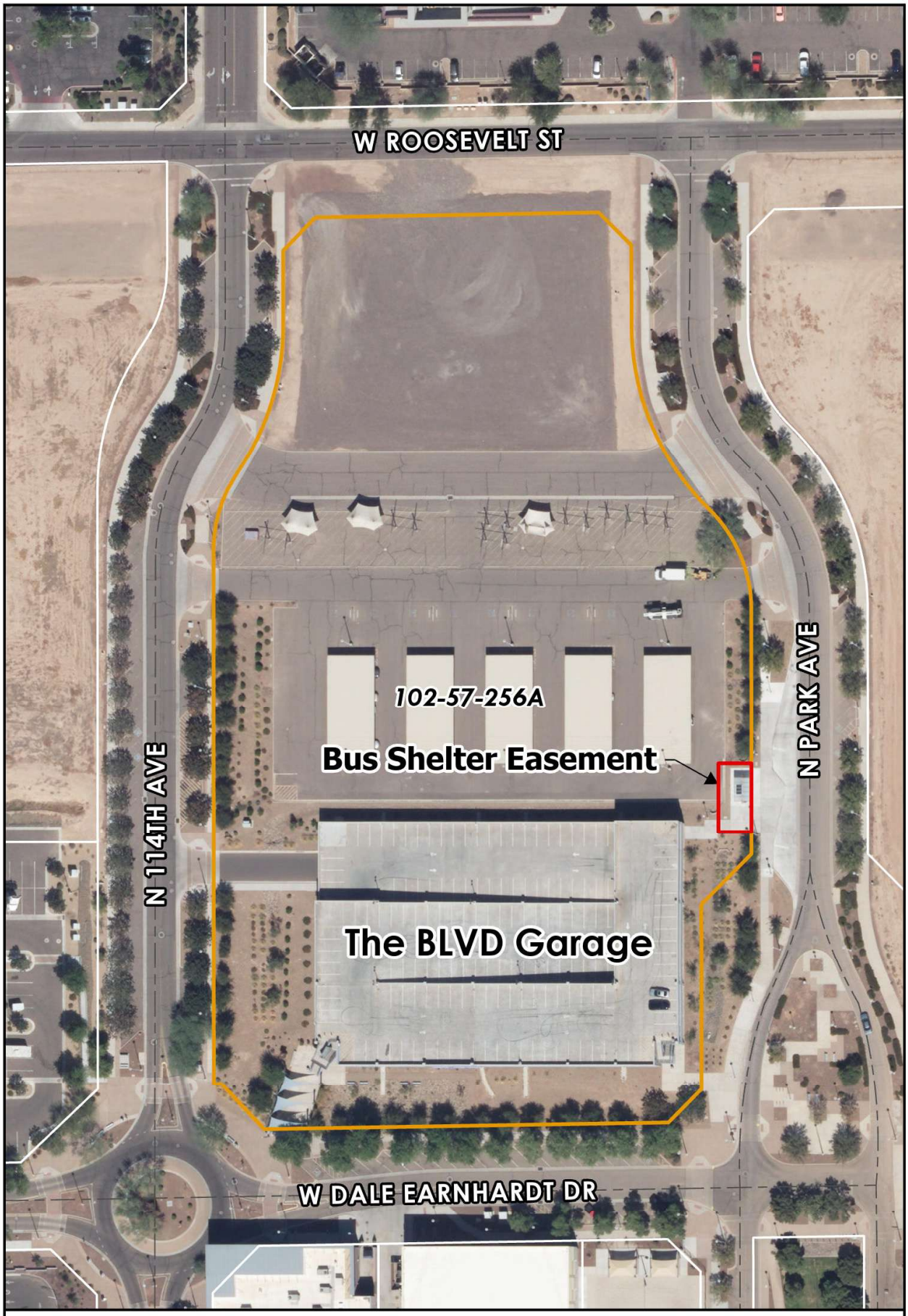

Bus Shelter Easement

Avondale

Subject Parcel
Easement Location

Not to Scale

Prepared on 8/27/2025 by the Geospatial Services Division of the Information Technology Department

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ORDINANCE NO. 2036-1025

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE RESERVATION OF A BUS SHELTER EASEMENT ON AND ALONG CITY-OWNED PROPERTY GENERALLY LOCATED EAST OF NORTH AVONDALE BOULEVARD AND WEST OF PARK AVENUE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to authorize the reservation of a portion of certain real property (the "Easement") necessary for use as a public bus shelter, generally located on and along city-owned property east of North Avondale Boulevard and west of Park Avenue, in The BLVD District, in Avondale, Arizona.

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 reservation of real property totaling ± 0.03 acres, generally located east of North Avondale Boulevard and west of Park Avenue, in The BLVD District, in Avondale, Arizona, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby reserved for a public bus shelter.

SECTION 3. 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, October 20, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2036-1025

[Legal Description and Map]

See following pages.

EXHIBIT "A"
Reservation of Bus Shelter
Easement
IN MARICOPA COUNTY, STATE OF ARIZONA

A Parcel of Land in the Southwest Quarter (SW 1/4) of Section Six (06), Township One (1) North, Range One (1) East, 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 Avondale Boulevard and Roosevelt Street also being the Southwest Quarter Corner (SW 1/4) of section 06 from which a found Brass Cap in Hand Hole at the Southwest Corner (SW) of said Section 06, at the intersection of Avondale Boulevard and Van Buren Street, bears South 00°02'19" East, a distance of 2,626.36 feet;

THENCE along said section line, South 00 degrees 02 minutes 19 seconds East, a distance of 449.33 feet to a point along the centerline of Avondale Boulevard;

THENCE Departing said Centerline, North 89 degrees 57 minutes 41 seconds East, a distance of 850.72 feet to the **point of Beginning**;

THENCE North 90 degrees 00 minutes 00 seconds East a distance of 25.00 feet;

THENCE South 00 degrees 01 minutes 34 seconds East a distance of 52.00 feet**;**

THENCE South 90 degrees 00 minutes 00 seconds West a distance of 25.00 feet;

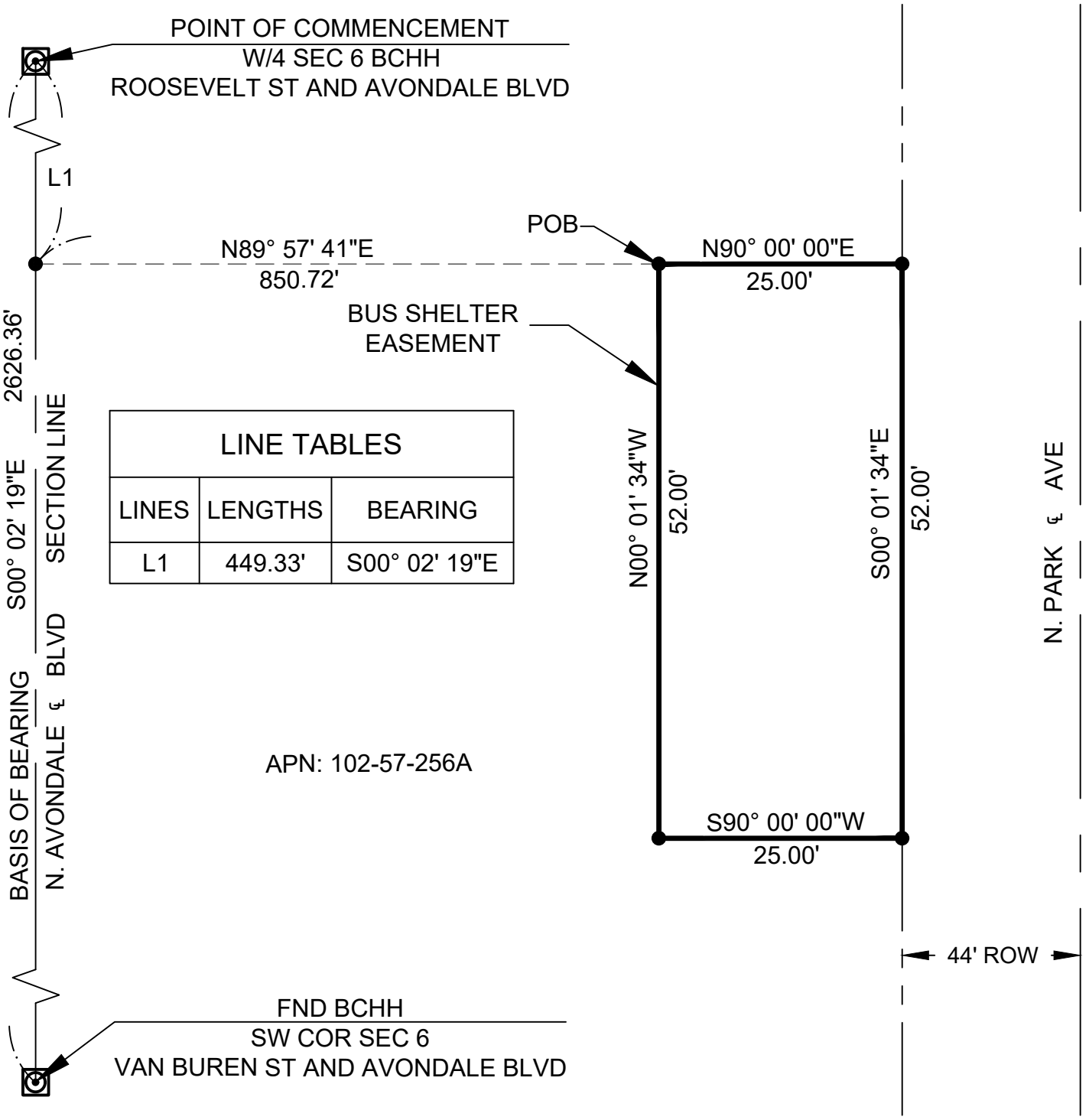
THENCE North 00 degrees 01 minutes 34 seconds West a distance of 52.00 feet to the **Point of Beginning**;

Containing 1300.0 sqft or 0.03 acres more or less

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 9/22/2025
ARIZONA, U.S.A.
Expires 03/31/2026

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	449.33'	S00° 02' 19"E

NORTH

SCALE:
N.T.S.

T1N R1E S6

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37258
THOMAS E.
LAVALETTE
Date Signed 9/22/2025
ARIZONA, U.S.A.
Expires 03/31/2026

ENGINEERING ALLIANCE
INC

PROJECT: 2023-M-035	
DATE: 09-22-2025	CHKD BY: TL
DRN BY: RW	SCALE:N.T.S.

TITLE:

RESERVATION OF BUS SHELTER EASEMENT

SHEET NO: 1 OF 1

CITY COUNCIL REPORT

ITEM NUMBER: 4.e.

SUBJECT: Resolution 1061-1025 - Grant Acceptance of a Victims of Crime Act (VOCA) Grant from the Arizona Department of Public Safety

MEETING DATE: 10/20/2025

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: **Community Well-Being.**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life. The 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 1061-1025, 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 $287,124 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2025, through September 30, 2026, 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 between the cities of Avondale, Buckeye, Goodyear, and Maricopa County through the Sheriff's Office (collectively, the "Agencies"). The Center provides a child and family-focused multidisciplinary 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, which provides funding for therapy services to crime victims 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 $287,124 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 one year, from October 1, 2025, to September 30, 2026. Appropriation for this grant is included in the FY2026 budget.

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 $287,124 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2025, through September 30, 2026, and authorize a budget transfer from grant contingency as needed 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*

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: Reem N. George
Title of Certifying Individual: Center 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:	City:	State:	Zip:
2333 N Pebble Creek Parkway, Suite A-200	Goodyear	Arizona	85395

Year Victim Services Program Established: 2008

Project Title: Southwest Family Advocacy Center Victim Mental Health

CONTACT INFORMATION

Project Contact: Address is same as organization

Salutation: Ms. First Name: Reem Last Name: George
Title: Center Director
Address: 2333 N Pebble Creek Parkway, Suite A-200 City: Goodyear State: Arizona Zip: 85395
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 Pebble Creek Parkway, Suite A-200 City: Goodyear State: Arizona Zip: 85395
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 Drive 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 Drive 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 Drive City: Avondale State: Arizona Zip: 85323
Telephone: (623) 333-7911 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 Pebble Creek Parkway, Suite A-200 City: Goodyear State: Arizona Zip: 85395
Telephone: (623) 333-7923 Ext. Email: vgaray@avondaleaz.gov

Victim Compensation Training
Date Completed: 10/28/2024
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
- [x] Serve additional victim populations
- [x] Continue existing services to crime victims
- [x] Increase service capacity
- [ ] Other

Purpose of VOCA Grant:

- [x] 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	6%
✔	Adults Sexually Abused/Assaulted as Children	3%
	Arson	0%
	Bullying (Verbal, Cyber, or Physical)	0%
	Burglary	0%
✔	Child Physical Abuse or Neglect	6%
✔	Child Pornography	3%
✔	Child Sexual Abuse/Assault	56%
✔	Domestic and/or Family Violence	12%
	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	1%

	Identity Theft/Fraud/Financial Crime	0%
✔	Kidnapping (non-custodial)	1%
	Kidnapping (custodial)	0%
	Mass Violence (domestic/international)	0%
	Other Vehicular Victimization (e.g. hit and run)	0%
	Robbery	0%
✔	Stalking/Harassment	4%
✔	Survivors of Homicide Victims	2%
✔	Teen Dating Victimization	5%
	Terrorism (domestic/international)	0%
	Other Violent Crimes	0%
	If other, please explain/identify:	
	Other Non-Violent Crimes	%
	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 Southwest Family Advocacy Center (SWFAC) is committed to providing compassionate, trauma-informed services to child victims of sexual and physical abuse and adult victims of sexual assault and domestic violence. The mission of the center is to alleviate the trauma of interpersonal violence through a multidisciplinary (MDT) collaboration and foster healing, resilience, and justice for victims, transforming their lives and strengthening the community.

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

SWFAC Victim Service Program provides professional, trauma-informed services to abuse victims. The mission is to conduct thorough case investigations, perform forensic interviews, offer medical exams, provide evidence-based therapy, and provide assistance and resources, all within a framework of comprehensive victim advocacy. In collaboration with external organizations, the center works to provide consistent and continuous service delivery to crime victims.

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 took a significant step towards improving their response to abuse victims. They identified three key areas to focus on: 1) reducing the number of victim interviews, 2) enhancing collaboration and communication among agencies responding to victims, and 3) joining forces to provide immediate services for victims and their families. The cities signed an IGA in 2008 to open and operate the Southwest Family Advocacy Center (SWFAC) to achieve these goals. The SWFAC, the 17th Center in Arizona and the 6th in Maricopa County, added Maricopa County's Sheriff's Office as 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 Multidisciplinary (MDT) Team comprises law enforcement and child welfare investigators, medical staff, forensic interviewers, victim advocates, lay legal advocates, and VOCA-funded therapists. The SWFAC has been an Accredited Member of the National Children's Alliance (NCA) since 2015 and a member of the Arizona Child and Family Advocacy Network since 2008. The center was recently reaccredited by NCA in 2024. It has also received national recognition from the National Children's Advocacy Center for its 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.

SWFAC is delivers comprehensive victim services, offering clients a wide range of direct services. Detectives initiate contact with victims or non-offending caregivers, scheduling services such as case investigation, victim advocacy, forensic interviews, and medical exams. Advocates are assigned care through their respective agencies, answering questions and providing victims with crucial information about their upcoming

appointments. Advocates conduct an in-depth intake process, ensuring that victims are aware of their rights, safety planning measures, and available resources. They also facilitate therapy referrals, providing a holistic approach to victim support. Forensic interviews are conducted onsite and tailored to the victims' developmental, emotional, and psychological needs. Medical staff are contacted promptly at the time of the victim's disclosure, and exams are performed onsite in private exam rooms for both child and adult victims. Mental health therapists provide onsite crisis intervention, trauma assessment, individual therapy, and group therapy in private rooms, ensuring a safe and supportive environment for victims. Follow-up advocacy, including victim compensation assistance and resource referrals with various partnering agencies, is conducted in person, via phone, or email, depending on the victim's preference. Detectives assigned to individual cases also conduct follow-up phone calls, keeping victims updated on the progress of their case.

	10/1/2022-9/30/2023	10/1/2023-9/30/2024
5. Total number of unduplicated victims served by the victim service program	2195	2413

6. Of the unduplicated victims served 10/1/2023-9/30/2024 (reported in Question 5), provide a breakdown of the number of victims served by victimization type.

Child Physical Abuse/Neglect:401
Child Sexual Abuse: 662
Child sexual exploitation/ICAC: 262
Adult Domestic Violence: 95
Adult Sex Assault: 166
Child Abuse Reported as Adult: 45
Elder Abuse: 13
Adult Sex Trafficking: 214
Child Witness to Violence: 43
Adult Other - exploitation and cyber crime, witness to violence: 39
Child Sex Trafficking: 8
Secondary victims: 465

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).

The Southwest Family Advocacy Center (SWFAC) offers trauma-informed services that uphold victims' rights and promote access to justice, healing, and support. As outlined in the SWFAC Policy and Procedures Manual, the Victim Service Program ensures that victims are promptly informed of their statutory rights and supported in accessing financial compensation and services throughout the criminal justice process. Law enforcement provides an initial paper copy of rights and assistance information at the time of the initial report. During the victim's initial visit, SWFAC advocates affirm this information, distribute Victims' Rights brochures to the victim and non-offending family members, explain the Arizona Victim Compensation Program (eligibility, procedures, and expenses covered), and offer emotional support, safety planning, and referrals to needed services.

Advocates connect victims to the Victim Compensation Program by providing brochures, referring them to the online application portal, and assisting with application completion in person or by phone. Advocates follow up one week after the initial visit to review compensation options and offer help with the application. Advocates maintain ongoing follow-up to review rights and address emerging needs through the investigative and judicial phases. All services, notifications, and referrals are documented in the secure case management system, ensuring consistency, transparency, and accountability in service delivery.

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 initiate contact with victims to schedule services such as forensic interviews, medical exams, and advocacy, and enter these services into the SWFAC case management system (CMS). Advocates access this information to begin services and conduct in-person intakes during the initial appointment. They review victims' rights and compensation, and screen for additional needs like crisis intervention, safety planning, financial, legal, and mental health support. There is no waitlist for advocacy services. Victims referred for SWFAC therapy require an active law enforcement case, or be a qualified secondary victim, and be emotionally and physically stable. The Clinical Supervisor reviews referrals and conducts phone screens to confirm eligibility and guardian consent. Those not eligible are referred to the appropriate external providers. Therapists conduct phone intakes, screen for eligibility, and obtain guardian consent. Victims not meeting the criteria (self-harming or open custody cases) are referred to outside providers. At the first session, therapists conduct a trauma assessment to develop a treatment plan. Approved clients receive a comprehensive psychosocial evaluation during their first therapy session, guiding treatment plans. If abuse is not disclosed but concerns remain, families may receive 6–8 psychoeducational safety sessions. In cases of waitlists, therapists triage symptoms and offer up to three crisis sessions, ensuring timely support or referrals.

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 and interns at SWFAC play a vital role in supporting services by providing trauma-informed care through supervised playroom activities and assisting clients with filling out initial and follow-up surveys. Trained volunteers and interns offer direct, trauma-informed services through supervised playroom activities, creating a safe, welcoming, and developmentally appropriate environment for children during their time at the center. Through intentional engagement—including crafts, games, coloring, and reading—volunteers help reduce anxiety, contributing to a sense of safety and comfort for child victims. Interns also attend MDT meetings and carry a limited caseload focused on non-legal services such as safety sessions and parental support. Volunteer and intern support enable advocates and clinicians to focus on service delivery by ensuring children are safely supervised and emotionally supported.

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

SWFAC recruits volunteers and interns through law enforcement volunteer programs and city website postings. The Mental Health Department partners with Grand Canyon University to host counseling interns under a formal agreement. Recruitment is managed by the SWFAC Director. All participants must be at least 21 and complete an interview, background check, and psychological evaluation. Screening assesses communication, boundaries, problem-solving, and the ability to maintain victim safety and confidentiality. Pre-service training includes SWFAC policies, the multidisciplinary model, and trauma-informed care. Volunteers and interns complete basic and advanced victim training, attend case debriefings, and receive ongoing education on abuse and secondary trauma. Supervision is provided by the Clinical Mental Health Supervisor, a Victim Advocate, or the Center Coordinator, based on role. Hours are documented, and oversight ensures consistent, high-quality, trauma-informed service delivery.

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.

Since opening in 2008 and serving 343 victims that year, the Southwest Family Advocacy Center (SWFAC) has provided critical services to over 18,000 child and adult victims of abuse. SWFAC serves the communities of Avondale, Buckeye, Goodyear, and unincorporated areas of the West Valley covered by the Maricopa County Sheriff's Office (MCSO). Over the past seventeen years, these jurisdictions have experienced an average 17–20% annual increase in child sexual abuse, physical abuse, adult domestic violence, and sexual assault cases. Compared to 2008, there has been a 200% increase in reported crimes of abuse and a staggering 1,225% increase in the number of victims served at SWFAC. In 2024 alone, 2,800 new cases were processed at the Center. Since 2020, SWFAC has consistently seen annual growth of 400–500 additional victims served each year, demonstrating an urgent and sustained need for expanded services.

In response to this escalating demand, SWFAC added VOCA-funded therapists in 2015 to provide trauma-informed mental health care. Since then, referrals to therapy have increased by 73%. While the average wait time has improved—from several months to 4–6 weeks—there remains a consistent waiting list of 20–22 victims at any given time. This persistent backlog highlights the continued gap between available services and victims' needs, particularly for trauma therapy. Despite these challenges, the VOCA-funded mental health program has demonstrated remarkable effectiveness: since 2021, the program has served 909 victims with a 99.8% satisfaction rate for counseling services.

The need for timely, evidence-based mental health services is well-supported by decades of research. Childhood trauma—whether through abuse, neglect, or exposure to violence—can cause lasting damage to neurological, psychological, and physical development. According to the Centers for Disease Control and Prevention (CDC, 2024), students with four or more Adverse Childhood Experiences (ACEs) were significantly more likely to report 15 out of 16 negative health conditions and risk behaviors compared to their peers with no ACEs. These students were twelve times more likely to have attempted suicide. Other long-term effects of toxic stress include elevated risk for depression, substance abuse, diabetes, heart disease, and other chronic health problems (Harvard University Center on the Developing Child, n.d.).

Emerging studies also suggest trauma can have intergenerational effects. Research cited by the New York Post (2025) indicates that high levels of trauma and stress can alter DNA methylation and gene expression, increasing vulnerability to mental and physical health conditions in future generations. These findings underscore the importance of early, effective intervention to mitigate trauma's far-reaching impact.

The national landscape further illustrates the scope of the problem. In 2022, over 559,000 children in the United States experienced abuse or neglect, with neglect being the most common form of maltreatment (America's Health Rankings, 2023). Notably, American Indian and Alaska Native children experience disproportionately

high rates of victimization, highlighting the need for culturally responsive and equitable care (National Children's Alliance, n.d.).
Effective mental health interventions can significantly reduce the impact of trauma. Two widely supported, evidence-based therapies—Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) and Eye Movement Desensitization and Reprocessing (EMDR)—have been shown to decrease symptoms of PTSD, depression, and anxiety among children and adolescents. A review published by Long Island EMDR (n.d.) highlights TF-CBT's effectiveness in helping children process traumatic experiences, while Alter Behavioral Health (2024) describes EMDR as a gold-standard treatment for trauma. Despite their proven efficacy, access to these therapies remains limited, especially in community-based settings. A 2023 national survey published in Frontiers in Psychology reported that many clinicians face barriers to implementing TF-CBT and EMDR, including limited training opportunities, funding shortages, and organizational constraints.

Locally, SWFAC's own data confirms the high unmet need for trauma therapy. For the past eight years, the Center has administered Outcome Measurement Surveys to victims following their initial visit and again after three months. Among those who indicated that additional services were needed for their child, 100% cited trauma therapy as the most needed service. Among secondary victims (such as caregivers), 97% identified therapy as their top unmet need. Common barriers included cost, lack of insurance, transportation issues, and general financial hardship.

SWFAC is uniquely positioned to continue bridging this gap. As a fully integrated multidisciplinary advocacy center, SWFAC houses law enforcement, child protection professionals, forensic medical staff, advocates, and mental health clinicians all under one roof. This model allows for immediate coordination and rapid connection to trauma-informed services in a safe and supportive environment. However, the need for services far exceeds current capacity. Without sustained funding, many victims will continue to experience delays in accessing care, or worse, go without services altogether.

The sustained increase in victim caseloads since 2020, paired with survey responses and referral trends, clearly demonstrates that trauma therapy remains the most critical and underserved need among child and adult victims in the West Valley. Continued VOCA funding is essential to expand capacity and reduce service gaps, ensuring timely access to healing services that prevent long-term harm and foster resilience.

In conclusion, untreated trauma presents a significant threat to individual and public health. The evidence is clear: trauma-informed mental health care, particularly TF-CBT and EMDR, can significantly reduce long-term negative outcomes. The Southwest Family Advocacy Center's integrated service model provides an ideal setting for the delivery of these interventions. Continued investment in VOCA-funded therapy enables SWFAC to meet rising demand, interrupt cycles of abuse, and support safer, healthier communities throughout the West Valley

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.

This VOCA project addresses the unmet mental health needs of primary and secondary victims of abuse

whose cases are investigated by the Southwest Family Advocacy Center's (SWFAC) multidisciplinary team (MDT). Through trauma-informed therapy grounded in evidence-based models, the project aims to reduce trauma symptoms, improve emotional regulation, and promote long-term recovery for individuals and families affected by abuse.

SWFAC has received VOCA funding since 2015 to support two trauma therapists and a contracted clinical supervisor. This year's project builds on that foundation by fully funding a third trauma therapist who will also serve as the full-time clinical supervisor. This dual role will reduce wait times, strengthen supervision for associate-level clinicians and interns, and ensure adherence to the Arizona Board of Behavioral Health Examiners (AzBBHE) standards and clinical best practices.

Therapy follows Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) and Eye Movement Desensitization and Reprocessing (EMDR). Services typically span 6–8 months and 24–36 sessions and include rapport-building, psychoeducation, coping skill development, trauma processing, grief support, and court preparation. Therapy concludes with structured transition planning.
Additional services include:

• Safety and Awareness Psychoeducation (6–8 sessions) for clients not ready for trauma processing
• Crisis Intervention Therapy (up to 3 sessions) for clients in acute distress
• Secondary Victim Support (6–8 sessions) for non-offending caregivers and siblings
• Court Support and Psychoeducation for families navigating legal processes

If secondary victims require extended care beyond these services, referrals are made to trusted community partners.

The therapist/clinical supervisor will provide weekly supervision to interns and LACs, review documentation, consult on high-risk cases, and guide clinical development. They will maintain a caseload of 10–12 clients to stay clinically engaged and reduce the waitlist. This role includes 20 hours of therapy and 20 hours of supervision per week.

This project is both therapeutic, mitigating trauma's long-term effects, while fostering resilience. By expanding trauma-informed services and training future clinicians, SWFAC's VOCA-funded program restores lives with safety, dignity, and hope.

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.

This project aligns with VOCA's goal of Healing by providing trauma therapy to victims of abuse, including crisis intervention, stabilization, trauma processing, and skill-building to reduce symptoms and improve daily functioning. Services are designed to help clients regain emotional and physical control, restore stability, and improve quality of life.

Therapists begin by assessing each client's symptoms and needs. Individualized treatment goals are created and adjusted based on ongoing progress. Therapy is grounded in evidence-based practices—Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) and Eye Movement Desensitization and

Reprocessing (EMDR)—to ensure effective outcomes.

According to the National Children's Alliance Mental Health Standard, accredited child advocacy centers must provide evidence-based treatment that reduces trauma symptoms and the risk of future abuse. EMDR and TF-CBT are recognized as effective for processing traumatic memories and supporting adaptive recovery.

EMDR research shows strong outcomes. A study by the U.S. Department of Veterans Affairs and Department of Defense (2017) reported that 84–90% of single-trauma victims no longer met PTSD criteria after just three 90-minute EMDR sessions. Another study, funded by Kaiser Permanente, found 100% of single-trauma and 77% of multiple-trauma victims no longer met PTSD criteria after six 50-minute sessions. TF-CBT helps clients identify emotions, manage anxiety, and develop coping skills to reframe their trauma experiences.

In addition to therapy for primary victims, services for secondary victims, such as non-offending caregivers and siblings, include psychoeducation and awareness-focused support. These sessions increase understanding of trauma and strengthen the family's capacity to support the healing process. Caregivers are better able to respond to the victim's needs, promote safety, and improve communication.

By addressing the individual and family impacts of abuse, this project promotes long-term healing, emotional regulation, and restored family stability.

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 Southwest Family Advocacy Center (SWFAC) ensures a seamless continuum of care for all victims. At the initial appointment, advocates complete a needs assessment and document services in the case management system. With a signed release of information, advocates coordinate care with SWFAC therapists, MDT partners—including law enforcement, county attorneys, and medical staff—and external providers.

When referred for therapy, victims receive a mental health assessment to determine clinical needs. If needs exceed SWFAC's scope—such as risk to self/others, custody issues, or complex trauma—therapists refer clients to trusted partners, including the Dawn Institute, Adelante Healthcare, Lifeline PCS Southwest, and Grossman & Grossman.

SWFAC also partners with two equine-assisted therapy providers to offer 12 post-therapy sessions that use horse-assisted activities to address PTSD, depression, behavioral disorders, and trauma. This service is funded through alternative sources.

For clients transitioning to outside providers, SWFAC therapists coordinate care to maintain continuity. Before referral, treatment goals and progress are reviewed with the client to support informed decision-making. Coordination often allows both primary and secondary victims to receive trauma-informed care and promotes

long-term healing.

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 Arizona Child Sexual Abuse and Exploitation Prevention Coalition, promoting education and community awareness to prevent child sexual abuse. The SWFAC Director actively participates in several key groups, including the Arizona Coalition to End Sexual and Domestic Violence (ACESDV), the Arizona Child Abduction Response Team (AZCART), MECWEG (Missing & Exploited Children Working Group), and the West Valley Sexual Assault Response Team.

Since 2018, SWFAC has hosted Maricopa County's first Victim Advocacy Peer Review (VAPR), a quarterly forum uniting advocates from 31 agencies. Each meeting includes a one-hour training, case staffing, and resource sharing to improve interagency collaboration and client services.

SWFAC's Mental Health Department also meets monthly with trauma therapists from the Dawn Institute and other providers to discuss case challenges and expand referral options for clients whose needs exceed SWFAC's scope.

Additional initiatives include hosting the West Valley Forensic Interview Peer Review, a monthly forum where law enforcement receives feedback from County Attorneys and forensic interviewers to enhance interview quality in child abuse cases. In 2021, SWFAC launched the West Valley Sex Trafficking Task Force, which unites local agencies to identify victims, coordinate care, and deliver trauma-informed services.

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.

SWFAC is an accredited member of the National Children's Alliance (NCA), ensuring victims receive consistent, evidence-based services. NCA accreditation strengthens SWFAC's multidisciplinary team (MDT) through access to shared resources, training, and collaboration. NCA's mental health standard forms the foundation of SWFAC's therapy services. The SWFAC Director is an active member of the Arizona Child and Family Advocacy Network (ACFAN), regularly sharing resources with MDT members and other advocacy centers.

In 2017, SWFAC partnered with Sojourner Center (SC) to meet victims' growing need for court-related support. A legal advocate with SC is onsite three times a week, collaborating with SWFAC staff to provide court education, accompaniment, and help with protective orders, emergency orders, and petitions related to divorce and child support. SC also connects clients with emergency shelter, transitional housing, mobile advocacy, and job readiness services.

SWFAC also maintains a partnership with New Life Center (NLC), which offers shelter and support for victims

of domestic violence and sex trafficking. NLC supports victim recovery during operations and provides emergency resources. SWFAC further collaborates with ASU's Sex Trafficking Intervention (STIR) and Research group and the Anti-Trafficking Network (AATN), offering food, shelter, gift cards, clothing, and case management for trafficking victims during undercover operations.

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.

Client progress is monitored through multiple tools. The Weekly Counseling Outcomes Survey gathers client feedback to track and monitor goal progress from the client's perspective. The Monthly Counseling Survey provides quantitative data on VOCA outcomes and treatment goals. Therapists use the Trauma Symptom Recovery Scale monthly to monitor trauma-related symptoms. An End of Counseling Survey assesses overall VOCA outcomes and service quality. Each victim/guardian completes the National Children's Alliance (NCA) Outcome Measurement Survey (OMS) after the initial visit, with a follow-up OMS survey six weeks later. These surveys offer qualitative feedback on the healing experience for victims and caregivers. The SWFAC multidisciplinary team (MDT) also completes the NCA OMS Survey for MDTs twice a year to evaluate the effectiveness of MDT collaboration.

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 Southwest Family Advocacy Center (SWFAC) Counseling Program employs a structured, data-informed approach to evaluating service effectiveness, client progress, and overall project impact. Data is collected and reviewed at key intervals throughout the therapeutic process to guide clinical decisions, promote accountability, and support continuous program improvement.

The project utilizes both quantitative and qualitative tools to monitor outcomes. Its goals are to reduce trauma-related symptoms, improve emotional regulation, increase awareness of available resources, and enhance behavioral responses. These tools also help assess alignment with VOCA performance measures and guide treatment or program adjustments.

Weekly Counseling Outcome Surveys provide real-time feedback from clients on progress toward treatment goals. These surveys help clinicians determine readiness for trauma processing, assess feelings of safety and support, and incorporate the client's voice into care. Responses are reviewed regularly to evaluate treatment effectiveness and individualize sessions.

Monthly Counseling Surveys offer a broader view of client progress, including symptom reduction, goal attainment, satisfaction, and VOCA outcome alignment. Survey results are reviewed during monthly meetings with therapists, the clinical supervisor, and the SWFAC Director to assess grant objectives and guide service improvements.

The End of Counseling Survey, completed at discharge, evaluates overall therapy effectiveness and client experience. It confirms symptom reduction and allows clients to reflect on their therapeutic journey. Feedback is reviewed by the Therapist and Clinical Supervisor to verify treatment goals were met and identify areas for program enhancement.

The Trauma Symptom Recovery Scale (TSRS) is a clinical tool used to track trauma-related symptoms and inform treatment planning. Administered at intake and throughout therapy, the TSRS quantifies progress and helps assess readiness for deeper trauma work.

SWFAC also participates in the National Children's Alliance (NCA) Outcome Measurement System (OMS). Victims and caregivers complete OMS surveys after their initial visit and again six weeks later. These surveys assess healing outcomes and the effectiveness of the multidisciplinary team (MDT) response. The MDT also completes a team-focused OMS survey twice per year to evaluate collaboration and service coordination.

The Director reviews OMS data quarterly and compiles the results into an Annual OMS Report that is shared with staff, stakeholders, and the community to promote transparency and accountability.

Through this integrated evaluation framework, SWFAC's Counseling Program ensures high-quality, trauma-informed, evidence-based care that is responsive to the needs of victims and their families.

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	#	150	0	0
Outputs				
Number of victims receiving services	#	150	0	0
Number of therapy sessions for victims	#	1800	0	0
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 75%	0 0%	0 0%
# and % of victims understanding the effects of trauma and victimization.	# %	80 75%	0 0%	0 0%
# and % of caregivers report increased awareness of resources for support/healing.	# %	80 75%	0 0%	0 0%
90# and % of victims reporting increased well-being and reduced anxiety level.	# %	90 75%	0 0%	0 0%
# and % of victims that report an increase in coping skills.	# %	90 75%	0 0%	0 0%
# and % of children who demonstrate improved emotional/behavioral status from intake to discharge.	# %	90 70%	0 0%	0 0%
Outcomes - Other				
		%	%	%
Quality Measures - Required				

% of staff team members reporting satisfactory cooperation within the agency. *Team members are defined as detectives, victim advocates, therapists, forensic interviewers, prosecutors, and medical personnel, and support staff.	%	80%	80%	80%
% of victims reporting overall satisfaction with services.	%	80%	80%	80%
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, SWFAC advocates screen both primary and secondary victims for therapeutic needs and enter counseling referrals into the case management system. The Clinical Supervisor reviews all referrals and assigns cases to therapists, who conduct a phone intake followed by an on-site clinical intake session. Therapists assess trauma symptoms, develop individualized treatment plans, and implement evidence-based interventions. Services include 24 -36 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. Immediate crisis intervention and stabilization are provided at the initial visit as needed. Therapists offer mental health referrals for clients presenting with suicidal ideation, self-harming behaviors, complex trauma, open custody cases, or requiring long-term care. The Clinical Supervisor provides case staffing, reviews treatment plans and documentation, monitors clinical performance, and ensures compliance with Arizona Board of Behavioral Health standards. Therapists administer outcome surveys (weekly, monthly, end-of-service) and document all services. The SWFAC Director administers the Outcome Measurement Survey (OMS) to the multidisciplinary team (MDT) to assess interagency collaboration, while advocates administer the caregiver OMS at intake and six-week follow-up to evaluate service satisfaction.

PERSONNEL

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

Year 1: 10/1/2025 to 9/30/2026							
Position Title	**Total Annual Salary (FTE)**	**VOCA Salary**	**Match Salary**	**FTE**	**VOCA Fringe**	**Match Fringe**	**Pay Type**
Therapist #1	$99,130	$70,816	$0	0.71	$19,739	$0	Salary
Therapist #2	$84,500	$56,187	$0	0.66	$15,350	$0	Salary
Therapist #3/Clinical Supervisor	$110,500	$82,187	$0	0.74	$28,800	$0	Salary
Victim Advocate	$65,354	$0	$2,861	0.04	$0	$0	Salary
	Year 1 Subtotals	**$209,190**	**$2,861**	**2.15**	**$63,889**	**$0**	

Year 2: 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 2 Subtotals	**$0**	**$0**	**0**	**$0**	**$0**	

Year 3: 10/1/2027 to 9/30/2028							
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	$209,190	$0	$0	**$209,190**
Total Match Salary	$2,861	$0	$0	**$2,861**
Total VOCA Fringe	$63,889	$0	$0	**$63,889**
Total Match Fringe	$0	$0	$0	**$0**
Total FTE on Project	2.15	0	0	**2.15**

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%. The cost-of-living adjustment is 3%, and merit is 2%.

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.

VOLUNTEERS

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

Year 1: 10/1/2025 to 9/30/2026			
Volunteer Classification	**Volunteer Hourly Rate**	**Total In-Kind Match**	**Total Direct Service Hours**
Mental Health Intern or Volunteer	$20.00	$8,735	436
	Year 1 Subtotals	**$8,735**	**436**

Year 2: 10/1/2026 to 9/30/2027			
Volunteer Classification	**Volunteer Hourly Rate**	**Total In-Kind Match**	**Total Direct Service Hours**
	Year 2 Subtotals	**$0**	**0**

Year 3: 10/1/2027 to 9/30/2028			
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	$8,735	$0	$0	**$8,735**

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

None. We currently have a contract with Grand Canyon University for an intern who requires 700 hours of volunteer time. Once the internship is completed, the mental health program plans to recruit another intern from the same program.

CONTRACTUAL SERVICES

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

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

Year 2: 10/1/2026 to 9/30/2027						
Service Provided	**Rate of Pay**	**Total Hours**	**Calculated Total**	**VOCA Amount**	**Match Amount**	**Total Project Amount**
		Year 2 Subtotals	**$0**	**$0**	**$0**	**$0**

Year 3: 10/1/2027 to 9/30/2028						
Service Provided	**Rate of Pay**	**Total Hours**	**Calculated Total**	**VOCA Amount**	**Match Amount**	**Total Project Amount**
			$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/67073_1113881-OrganizationalChart2025.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

Clinical Supervisor	https://sage.azdps.gov/_Upload/67073_1113885-ClinicalSupervisor.docx
Therapist 1 and Therapist 2	https://sage.azdps.gov/_Upload/67073_1113885_2-TherapistPosition12.docx
Victim Advocate	https://sage.azdps.gov/_Upload/67073_1113885_3-FamilyAdvocacyCenterVictimAdvocatePosition.docx

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

Volunteer	https://sage.azdps.gov/_Upload/67073_1113880-VolunteerPosition.docx
Clinical Mental Health Intern	https://sage.azdps.gov/_Upload/67073_1113880_2-InternPosition.docx

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

MILEAGE & TRAINING

MILEAGE

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

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

Year 2: 10/1/2026 to 9/30/2027			
	VOCA Amount	**Match Amount**	**Total Project Amount**
Mileage			$0

Year 3: 10/1/2027 to 9/30/2028			
	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: 10/1/2025 to 9/30/2026			
	VOCA Amount	**Match Amount**	**Total Project Amount**
Victim Service Training	$4,525	$0	$4,525

Year 2: 10/1/2026 to 9/30/2027			
	VOCA Amount	**Match Amount**	**Total Project Amount**
Victim Service Training			$0

Year 3: 10/1/2027 to 9/30/2028			
	VOCA Amount	**Match Amount**	**Total Project Amount**
Victim Service Training			$0

TRAINING EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL TRAINING
Total VOCA	$4,525	$0	$0	**$4,525**
Total Match	$0	$0	$0	**$0**
Total Project Amount	$4,525	$0	$0	**$4,525**

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.

Training Needs and Continuing Education Plan:

To maintain compliance with the Arizona Board of Behavioral Health Examiners (AZBBHE), all licensed therapists at the Southwest Family Advocacy Center (SWFAC) are required to complete 30 hours of continuing education (CE) every two years. This includes a minimum of 3 hours in behavioral health ethics or mental health law, 3 hours in cultural competency and diversity, and a 3-hour tutorial on Arizona statutes and rules. Additionally, the Clinical Supervisor must complete a 12-hour AZBBHE-approved Clinical Supervision Training every two years to maintain eligibility to supervise licensed associate staff and interns.

SWFAC's training plan supports both regulatory compliance and the development of clinical expertise in advanced trauma treatment. Therapists frequently engage in specialized trainings through reputable providers such as Ana Gomez, the Arizona Play Therapy Association, Paris Goodyear-Brown, the Arizona Trauma Institute, PESI, and CE's for Less. Training content is typically focused on advanced trauma modalities including EMDR, Internal Family Systems (IFS), somatic practices, and integrative approaches to trauma care.
Annual training allocations are as follows:

Out-of-State Conference (1 therapist per year):
o Registration: $800
o Airfare: $500
o Lodging (4 nights at $200/night): $800
o Per diem (5 days at $80/day): $400
o Ground transportation: $300
o Total: $2,800

In-State Conferences (2 therapists):

o Registration: $300
o Travel: $100
o Total per therapist: $400
o Combined Total: $800

Online CE Courses (PESI, CE's for Less):
o Estimated Total: $750

Clinical Supervision Training (12-hour AZBBHE-approved):
o Course Total: $350 (every two years)
o Annualized Cost: $175

Total Estimated Annual Training Budget: $4,525

This training structure ensures all therapists and supervisors remain in compliance with licensing requirements and continue to expand their clinical capacity to meet the complex needs of the victim population served at SWFAC .

CAPITAL EQUIPMENT

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

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

Year 2: 10/1/2026 to 9/30/2027						
Item	**Quantity**	**Price Per Unit**	**Calculated Total**	**VOCA Amount**	**Match Amount**	**Total Project Amount**
		Year 2 Subtotals	**$0**	**$0**	**$0**	**$0**

Year 3: 10/1/2027 to 9/30/2028						
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: 10/1/2025 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**
Trauma Assessments	$1,080	$0	$1,080
Therapeutic Books and Workbooks	$1,200	$0	$1,200
Coping Skills and Regulation Tools	$800	$0	$800
Therapy Notes Program	$2,040	$0	$2,040
Cell Phones	$1,800	$0	$1,800
Building lease for space directly used by clients	$0	$60,185	$60,185
Client Assistance			
Item	**VOCA Amount**	**Match Amount**	**Total Project Amount**
Transportation for therapy appointments	$2,600	$0	$2,600
Indirect Costs			
Item	**VOCA Amount**	**Indirect Cost Rate**	**Total Project Amount**
		%	$0
YEAR 1 SUBTOTALS	**VOCA Amount**	**Match Amount**	**Total Project Amount**
	$9,520	**$60,185**	**$69,705**

Year 2: 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 2 SUBTOTALS	**VOCA Amount**	**Match Amount**	**Total Project Amount**
	$0	**$0**	**$0**

Year 3: 10/1/2027 to 9/30/2028			
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	$9,520	$0	$0	**$9,520**
Total Match	$60,185	$0	$0	**$60,185**
Total Project Amount	$69,705	$0	$0	**$69,705**

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.

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.

Total: $6,920 per year

These operating costs directly support trauma-informed therapy services by providing essential assessment tools, therapeutic resources, documentation software, and communication equipment for therapists. These items are necessary to assess victim needs, guide individualized treatment planning, and ensure consistent, confidential communication between therapists, clients, and multidisciplinary team members.

Breakdown of costs:

Trauma Assessments and Scoring Forms:
Used to assess each victim's trauma symptoms and guide clinical treatment. Assessments include the Trauma Symptom Checklist for Young Children, Trauma Symptom Checklist for Children, Trauma Symptom Inventory for Adults, and PTSD and Suicide Screener.
o $4.50 per assessment + $4.50 per score report = $9.00

o 120 victims x $9.00 = $1,080
• Trauma Resource Books for Victims and Caregivers:

Evidence-based books are provided to support trauma recovery at home.
o $10 per book x 120 clients = $1,200
• Victim Coping Skills Kits:

Tools to help victims build emotional regulation and coping strategies outside of sessions.
o $5 per kit x 120 = $600
• TherapyNotes Clinical Documentation Software:

Therapy Notes - HIPAA-compliant system used by therapists for clinical documentation and scheduling.
o $170 per month x 12 months = $2,040

Therapists' Cell Phones:
Used for secure communication between therapists, clients, SWFAC staff, and detectives.
o $50 per therapist x 3 therapists = $150 per month x 12 months = $1,800

Match Amount – 2026
Total: $83,655
Category: Building Lease
The match amount is calculated based on the portion of SWFAC's leased space used exclusively for direct victim services. This in-kind contribution ensures that victims have access to safe, private, and therapeutic environments to receive services. The calculation includes therapy rooms, medical offices, interview spaces, and family support rooms.

Space allocation used for direct services:
• 4 Therapy Rooms: 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 sq. ft.
Lease rate: $25.30 per sq. ft.
Match Total: 3,305 sq. ft. x $25.30 = $83,655

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).

Transportation assistance will be provided via Uber, Lyft or taxi services for clients who lack access to a personal vehicle or other reliable means of transportation to attend their weekly therapy sessions. This support is essential to ensuring the continuity of care for clients who would otherwise be unable to participate in services due to transportation barriers.

The average cost per one-way trip is $25, totaling approximately $50 per round trip, with an annual cost of $2,600 (based on 52 weeks of service).

This assistance will be used on an as-needed, emergency basis—not as a routine service—and will help prevent missed appointments due to temporary or unforeseen transportation challenges. By removing this barrier, the program can support client engagement, retention, and successful therapeutic outcomes.

JUSTIFICATION - INDIRECT COSTS

Explain the calculation used to determine the indirect cost amount(s) requested above.
Indicate whether the agency is using the 15% de minimis rate or if the agency has a federally negotiated indirect cost rate.

MATCH

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

Match Line Item	Amount	Type	Funding Source
Personnel Salary			
Victim Advocate	$2,861	Cash	City of Avondale, Buckeye, Goodyear and the Maricopa County Sheriff's Office
Personnel Fringe			
		Cash	
Volunteers			
Mental Health Intern or Volunteer	$8,735	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 directly used by clients	$60,185	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	**$63,046**
In-Kind Match	**$8,735**
Match Waiver	**$0**
Year 1 Match Total	**$71,781**

Year 2: 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 2 Match Total	**$0**

Year 3: 10/1/2027 to 9/30/2028

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	$63,046	$0	$0	**$63,046**
Total In-Kind Match	$8,735	$0	$0	**$8,735**
Match Waiver	$0	$0	$0	**$0**
Total Match	**$71,781**	**$0**	**$0**	**$71,781**

DETAILED BUDGET SUMMARY

	10/1/2025-9/30/2026	10/1/2026-9/30/2027	10/1/2027-9/30/2028	
VOCA EXPENSES	**Year 1**	**Year 2**	**Year 3**	**Total Project**
Personnel - Salary	$209,190	$0	$0	$209,190
Personnel - Fringe Benefits	$63,889	$0	$0	$63,889
Contractual Services	$0	$0	$0	$0
Mileage	$0	$0	$0	$0
Training Costs	$4,525	$0	$0	$4,525
Capital Equipment	$0	$0	$0	$0
Other Expenses	$9,520	$0	$0	$9,520
TOTAL VOCA	**$287,124**	**$0**	**$0**	**$287,124**
MATCH EXPENSES	**Year 1**	**Year 2**	**Year 3**	**Total Project**
Personnel - Salary	$2,861	$0	$0	$2,861
Personnel - Fringe Benefits	$0	$0	$0	$0
Volunteers	$8,735	$0	$0	$8,735
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	$60,185	$0	$0	$60,185
Match Waiver	$0	$0	$0	$0
TOTAL MATCH	**$71,781**	**$0**	**$0**	**$71,781**
Match Requirement	$71,781	$0	$0	$71,781
Match Overage/Shortage	$0	$0	$0	$0
TOTAL PROJECT	**$358,905**	**$0**	**$0**	**$358,905**

TOTAL EXPENSES	**Year 1**	**Year 2**	**Year 3**	**TOTAL**
TOTAL VOCA	$287,124	$0	$0	$287,124
TOTAL MATCH	$71,781	$0	$0	$71,781
TOTAL PROJECT	$358,905	$0	$0	$358,905

SOURCE OF FUNDING

VOCA Application	10/1/2024-9/30/2025	10/1/2025-9/30/2026	% of Total Budget
	$277,436	**$287,124**	**13%**

Federal Funds				
Source	**FY 2025**	**FY 2026**	**% of Total Budget**	**CFDA**
			0%	
			0%	
			0%	
			%	
Total Federal Funds	**$0**	**$0**	**0%**	

State Funds			
Source	**FY 2025**	**FY 2026**	**% of Total Budget**
Attorney General	$62,690	$7,941	0%
			0%
			0%
			%
Total State Funds	**$62,690**	**$7,941**	**0%**

Local Funds			
Source	**FY 2025**	**FY 2026**	**% of Total Budget**
Friends of the Southwest Family Advocacy Center	$20,000	$35,000	2%
Maricopa County Sheriff's Office	$400,000	$453,200	21%
City of Buckeye	$400,000	$453,200	21%
City of Goodyear	$400,000	$453,200	21%
City of Avondale	$400,000	$453,200	21%
Total Local Funds	**$1,620,000**	**$1,847,800**	**86%**

Other Non-Federal Funds			
Source	**FY 2025**	**FY 2026**	**% of Total Budget**
			0%
			0%
			0%
			%
Total Other Non-Federal Funds	**$0**	**$0**	**0%**

TOTAL VICTIM SERVICES BUDGET	FY 2025	FY 2026
	$1,960,126	**$2,142,865**

APPLICATION CERTIFICATION

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. *

✔ Agree
Disagree

Name of Certifying Individual: Reem N.George
Title of Certifying Individual: Center Director

RESOLUTION NO. 1061-1025

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

WHEREAS, the Arizona Department of Public Safety ("AZDPS"), has awarded the City of Avondale a Victims of Crime Act Grant in the amount of $287,124 with a local match of $71,781 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.

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 $287,124.00, (ii) the expenditure of a local match in an amount not to exceed $71,781.00 and (iii) the execution of a subrecipient agreement between the AZDPS and the City of Avondale relating to acceptance and administration of the Grant funds (the "Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, October 20, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1061-1025

[Grant Agreement]

See following pages.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT# 15POVC-23-003880-ASSI
CFDA #16.575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: City of Avondale Police Department/Southwest Family Advocacy Center

ADDRESS: 2333 N PebbleCreek Pkwy. Suite A-200

CITY: Goodyear STATE: Arizona ZIP: 85395-9046

UNIQUE ENTITY IDENTIFIER: GDTNM5BLN9Y4

PROJECT TITLE: Southwest Family Advocacy Center Victim Mental Health

AWARD AMOUNT: $287,124

REQUIRED MATCH (NON-FEDERAL SOURCE): $71,781

PROJECT PERIOD: 10/01/2025 to 09/30/2026

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended, and specifically 34 U.S.C. §20103.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 42, 46, 54, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments

of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	10/1/2027 - 9/30/2028	Total
Personnel - Salary	$209,190	$0	$0	$209,190
Personnel - Fringe Benefits	$63,889	$0	$0	$63,889
Contractual Services	$0	$0	$0	$0
Mileage	$0	$0	$0	$0
Training	$4,525	$0	$0	$4,525
Capital Equipment	$0	$0	$0	$0
Other Expenses	$9,520	$0	$0	$9,520
Total	$287,124	$0	$0	$287,124

Match Amount

Budget line items	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	10/1/2027 - 9/30/2028	Total
Personnel - Salary	$2,861	$0	$0	$2,861
Personnel - Fringe Benefits	$0	$0	$0	$0
Volunteers	$8,735	$0	$0	$8,735
Contractual Services	$0	$0	$0	$0
Mileage	$0	$0	$0	$0
Training	$0	$0	$0	$0
Capital Equipment	$0	$0	$0	$0
Other Expenses	$60,185	$0	$0	$60,185
Match Waiver	$0	$0	$0	$0
Total	$71,781	$0	$0	$71,781

For the Arizona Department of Public Safety:

Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

Date

For the Subrecipient:

Authorizing Official:

Ron Corbin

Date

Approved as to form:

Attorney for Subrecipient (optional)

CITY COUNCIL REPORT

ITEM NUMBER: 4.f.

SUBJECT: Resolution 1062-1025 - Intergovernmental Agreement with the City of Phoenix for Federal Transit Administration Section 5310 Grant pass-thru

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director

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: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development.

PURPOSE:

City Council will consider a request to adopt Resolution 1062-1025, approving an Intergovernmental Agreement with the City of Phoenix for a Federal Transit Administration (FTA) Section 5310 grant pass-thru agreement for specialized transportation services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Federal Transit Administration Section 5310 program provides funding specifically for transportation services that meet the special needs of seniors and individuals with disabilities. This program fills gaps in conventional public transportation by providing transit and mobility services for populations that may have difficulty using traditional fixed-route transit.

The City of Phoenix serves as the designated recipient for FTA Section 5310 funds in the Phoenix-Mesa Urbanized Area and has the authority to distribute these federal funds to subrecipients throughout the region. Avondale has been approved to receive funding under Federal Award Identification Number (FAIN) AZ-2025-027-00 to support operating assistance for public transportation alternatives, in this case WeRIDE, which serves seniors and individuals with disabilities.

DISCUSSION:

The total eligible project cost is $27,410, with the federal share providing $13,705 and the City providing a required local match of $13,705. The federal reimbursement will help offset already programmed operational costs for WeRIDE microtransit services during the performance period from October 1, 2024, through December 31, 2026.

This federal funding was not included in the original budget projections and will provide support for the City's WeRIDE efforts to ensure transportation equity and accessibility for all residents of the WeRIDE program. The required local match represents a 50% cost-share that has already been programmed into the FY26 WeRIDE budget.

BUDGET IMPACT:

The City's match has been identified within the Council approved Public Works Transit Division FY2026 budget. There is no additional budget impact.

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution, approving an Intergovernmental Agreement between the City of Phoenix and the City of Avondale for a Federal Transit Administration Section 5310 grant pass-thru agreement for WeRIDE transit services, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Harold Siguenza*

RESOLUTION NO. 1062-1025

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FEDERAL TRANSIT ADMINISTRATION GRANT PASS-THRU INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX RELATING TO MICROTRANSIT SERVICES.

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

SECTION 1. The Intergovernmental Agreement with the City of Phoenix relating to microtransit services (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 cause the execution of the Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, October 20, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1062-1025

[Agreement]

See following pages.

AGREEMENT NO. _____

GRANT PASS-THRU AGREEMENT

BETWEEN
THE CITY OF PHOENIX
AND
CITY OF AVONDALE

Subrecipient SAM.gov Identification No.: GDTNM5BLN9Y4

Federal Award Identification Number (FAIN) No. AZ-2025-027-00

(49 U.S.C. Section 5310 Federal Transit Administration Funds)

This Grant Pass-Thru Agreement **("Agreement")** is made and entered into this ____ day of _____, 20___ **("Effective Date")**, by and between the City of Phoenix **("PHOENIX")**, a municipal corporation duly organized and existing under the laws of the State of Arizona, and City of Avondale **("SUBRECIPIENT")**, a municipal corporation duly organized and existing under the laws of the State of Arizona. PHOENIX and SUBRECIPIENT are sometimes referred to collectively as **"PARTIES"** and individually as a **"PARTY."**

RECITALS

A. PHOENIX's City Manager is authorized and empowered by the City Charter's provisions to execute contracts.

B. PHOENIX has statutory and charter authority to provide transit services and enter into agreements with other entities within the Phoenix Urban Area for providing transit services. *See* A.R.S. Section 11-951, et seq.; Phoenix City Charter Chapter 2, Section 2, Subsections (c), (i), and (l).

C. As a political subdivision of the State of Arizona, PHOENIX may contract and enter into stipulations of any nature to do acts necessary and convenient for the exercise of its powers. The laws of the State of Arizona authorize municipalities to: (1) engage in any business or enterprise that may be engaged in by persons by virtue of a franchise from the municipal corporation (*see* A.R.S. Section 9-511(A)); (2) appropriate and spend public monies on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of [its] inhabitants" (*see* A.R.S. Section 9-500.11); and (3) be vested with all the powers set forth in Title 9 for incorporated towns, in their respective charters, and in other provisions of law (*see* A.R.S. Section 9-499.01).

D. SUBRECIPIENT has statutory authority to exercise all of the powers granted to municipal corporations and to cities by the Constitution and laws of the State of

Arizona, together with all of the implied powers necessary to carry into execution all the expressed powers granted therein and the power to enter into intergovernmental agreements with other governmental entities. *See* A.R.S. Section 11-951, et seq.

E. Transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUBRECIPIENT's authorizations.

F. Section 5310 of chapter 53, title 49, United States Code makes financial aid available to government entities, nonprofit organizations, and public transportation operators engaging in the delivery of mobility services to seniors and individuals with disabilities.

G. PHOENIX successfully applied to the Federal Transit Administration **("FTA")** for a grant of Section 5310 funds, which was awarded on the 27th day of August, 2025, as FAIN No. **AZ-2025-027-00 ("Grant")**.

H. SUBRECIPIENT shall receive funds from said Grant and perform the project(s) **("Project(s)")** described in **Exhibit A,** as attached to this Agreement and incorporated by reference.

I. PHOENIX and SUBRECIPIENT have been authorized by their respective formal authorities to enter into this Agreement.

AGREEMENT

IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. Agreement Term and Budget/Performance Periods.

   A. The Agreement's term is the time interval from the execution of this Agreement to its conclusion. The Agreement's term:

      - begins on its Effective Date; and
      - ends after all federal and PHOENIX requirements have been met and PHOENIX has closed out the Grant.

      Funding for any uncompleted and unbilled Projects may be reassigned at the discretion of PHOENIX, as needed to close out the Grant. Grant close-out is the process by which all activities approved in a grant award have been completed and/or the federal assistance awarded has been expended for eligible costs. PHOENIX maintains a "Master Grant Closeout Schedule" that provides the estimated grant close-out date based on the completion dates of each project within the grant. Within 90 days of final reimbursement, PHOENIX will begin the grant close-out process and prepare reports,

including a narrative of completed projects and the subrecipient's final reconciled budget, Federal Financial Report **("FFR")**, and Milestone Progress Report **("MPR")**. Each grant is considered closed when PHOENIX has completed and submitted the documents required for close-out and FTA has accepted these documents. A "Grant Closure Notice and Records Retention Requirement Letter" is prepared and distributed to each subrecipient in the grant award.

B. The Agreement's budget period is the time interval from the start date of a funded portion of the award to the end date of that funded portion, during which PHOENIX is authorized to expend the funds awarded. The Agreement's budget period:

- Begins on the 1st day of October 2024; and
- Ends on the 31st day of December 2026.

The Project(s) led by SUBRECIPIENT must be completed and reimbursement must be requested by the end of the Agreement's budget period.

C. The Agreement's performance period is the time interval from the start of the initial federal award to the estimated end date of performance, which may include one or more funded portions or budget periods. The Agreement's performance period:

- Begins on the 1st day of October 2024; and
- Ends on the 31st day of December 2026.

2. Federal and Local Funding.

A. The total federal funds allocated to SUBRECIPIENT under this Agreement shall not exceed **$13,705**, as detailed in **Exhibit A**. No reimbursements shall be made unless all required reports, as described below, have been submitted.

B. SUBRECIPIENT shall provide the required local match for the Project(s), and that local match is currently estimated to be **$13,705**, as detailed in **Exhibit A**. SUBRECIPIENT shall be responsible for the full amount of any costs that exceed the awarded Project(s) amount, such as price increases and applicable taxes.

3. Reimbursement From Grant.

A. PHOENIX will reimburse SUBRECIPIENT for its share of federal funding allocated from the Grant for the purchase of items/services provided in the "Project Description" box of **Exhibit A**. SUBRECIPIENT shall comply with all

requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which are incorporated by reference. By signing this Agreement, SUBRECIPIENT certifies that its accounting systems meet the requirements of the grant program.

B. To receive reimbursement for any allowable and eligible indirect costs awarded by and charged to the Grant, SUBRECIPIENT shall charge, in accordance with the following selected option:

☐A cost allocation plan/indirect cost rate approved by the SUBRECIPIENT's cognizant federal agency to be submitted by SUBRECIPIENT to PHOENIX on an annual basis. SUBRECIPIENT's current federally recognized cost share is:

__% for _____; and __% for _____.

☐A de minimis rate of 10% of modified total direct costs **("MTDC")** in accordance with 2 CFR Part 200.414. Reimbursement shall not exceed the federal funds allocated to SUBRECIPIENT, unless approved in writing by PHOENIX. By signing this Agreement, SUBRECIPIENT certifies that it does not have federally-negotiated indirect cost rate **(FNICR)**.

☒N/A – not applicable because there are no allowable and eligible indirect costs to reimburse.

C. SUBRECIPIENT acknowledges that its applicable indirect cost rate for this Agreement was provided to PHOENIX in SUBRECIPIENT's Grant Application, which is incorporated by reference into this Agreement.

4. Application for Reimbursement.

A. SUBRECIPIENT shall submit an electronic copy of its application for reimbursement of the federal share to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

B. The cover letter must identify the PHOENIX contract number and the period for which the application is submitted.

C. For any applicable reimbursements, SUBRECIPIENT shall submit its application with the reimbursement request form shown in **Exhibit B**, which is attached to this Agreement and incorporated by reference.

D. The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum, the documentation shall include the following:

1. A listing of all invoiced costs with vendors and payment dates;

2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment, such as cancelled checks or bank statements; and

3. Such other documentation as PHOENIX or FTA may require, including any reports mandated by **Exhibit C**, which is attached to this Agreement and incorporated by reference.

5. SUBRECIPIENT Performance.

A. SUBRECIPIENT shall complete the Project(s) for which the Grant's funds have been awarded in a proper and timely manner. SUBRECIPIENT is responsible for complying with all federal, state, and local requirements imposed under the Grant, including the requisites identified in **Exhibit D**, **Exhibit E, and Exhibit F**, which are attached to this Agreement and incorporated by reference.

B. SUBRECIPIENT must comply with all of the terms and conditions set forth in the "FTA Master Grant Agreement" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT must also comply with all conditions required for the Grant under the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements" currently in effect and any subsequent revisions, which are publicly available at transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances and incorporated into this Agreement by reference.

C. SUBRECIPIENT's failure to comply with all applicable requirements may result in the withholding of funds to SUBRECIPIENT under the Grant.

6. Insurance.

SUBRECIPIENT shall have adequate insurance to cover the Project(s) in the event of damage or complete loss.

7. Indemnification.

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

8. Notice.

A. Any notice, consent, or other communication **("Notice")** required or permitted under this Agreement shall be in writing and either delivered in person, sent by email, deposited in the United States mail (postage prepaid, registered or certified mail, and return receipt requested), or deposited with any commercial air courier or express service addressed as follows:

If intended for SUBRECIPIENT:

Matthew Dudley, Transit Manager
City of Avondale, Public Works Department
399 E Lower Buckeye Road
Avondale, AZ 85323
Telephone: (623) 333-4458
Email: mdudley@avondale.az.gov

If intended for PHOENIX:

Jesús E Sapien, Public Transit Director
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 495-0418
Email: jesus.sapien@phoenix.gov

with electronic copy to:

City of Phoenix Public Transit Department
Management Services Division, Grants Section
Email: ptdgrants@phoenix.gov

B. Notice shall be deemed received: (a) at the time it is personally served; (b) on the **day** it is sent by email; (c) on the **2nd business day** after its deposit with any commercial air courier or express service; or (d) on the **10th calendar day** after its deposit in the United States mail (postage prepaid, registered or certified mail, and return receipt requested). 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, email address, or the person to receive Notice by providing the other PARTY with a Notice of that change.

C. Notice sent by email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is *not* intended to change the effective date of the original Notice sent by email.

9. Summary of Exhibits.

As noted above, the following exhibits are attached to this Agreement and incorporated by reference:

Exhibit A Federal Grant Pass-Thru Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Required Local Provisions

The Section 5310 Phoenix-Mesa Urbanized Area Grant Handbook & Program Guidelines (available at azmag.gov/Committees/Technical-Committees/Elderly-and-Persons-with-Disabilities-Transportation-Committee) and Grant Application currently in effect, and any subsequent revisions, are also incorporated by reference.

The PARTIES executed this Agreement on the day and year first above written.

CITY OF PHOENIX

Jeffrey Barton, City Manager

By_____
Jesús E. Sapien
Public Transit Director

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

_____
Carolina Potts
Assistant Chief Counsel _____

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON OCTOBER 2, 2024.

CITY OF AVONDALE

By _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Attorney for CITY OF AVONDALE

APPROVED BY _____ BY FORMAL ACTION

ON _____.

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Attorney for PHOENIX	Attorney for AVONDALE

EXHIBIT A

Federal Grant Pass-Thru Agreement Detail Summary

FAIN NUMBER: AZ-2025-027-00					
CFDA NUMBER: 20.513					
GRANT RECIPIENT: CITY OF PHOENIX					
GRANT SUBRECIPIENT'S NAME: CITY OF AVONDALE					
GRANT SUBRECIPIENT'S ADDRESS: City of Avondale Public Works Department 399 E Lower Buckey Road Avondale, AZ 85323					
GRANT SUBRECIPIENT'S SAM.GOV I.D. NUMBER: GDTNM5BLN9Y4					
TOTAL ELIGIBLE PROJECT COST for federal grant purposes (TEPC):					$27,410
• Federal Share of TEPC:					$13,705
• Local Share/Match of TEPC:					$13,705
PROJECT(S) DESCRIPTION:					
ALI Code:	**Project(s) Description:**	**R&D? (yes/no)**	**Local:**	**Federal:**	**Total:**
30.09.00	Operating Assistance - Public Transportation Alternatives - PWGA	No	$13,705	$13,705	$27,410

EXHIBIT B

Federal Grant Reimbursement Form

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department **("PTD")** to monitor SUBRECIPIENT expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUBRECIPIENT ORGANIZATION NAME AND ADDRESS	**GRANT AGREEMENT NUMBER**		**REQUEST NO.**
	REPORTING PERIOD (Dates)		
	FROM:		**TO**:

	TOTAL	**LOCAL MATCH**	**FTA SHARE**
TOTAL ELIGIBLE PROJECT COSTS	$ -	$ -	$ -
TOTAL PREVIOUS PAYMENTS	$ -	$ -	$ -
CURRENT REIMBURSEMENT REQUESTED	$ -	$ -	**$ -**
REMAINING FUNDING	$ -	$ -	$ -

REQUIRED SIGNATURES

This document must be signed by the SUBRECIPIENT's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and have met all matching requirements. In addition, we understand that any discovery of a violation of a federal law or regulation, or any failure to follow applicable Federal directives, may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE
SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for **three years** beyond the later of vehicle/asset disposal or final close-out of the Grant with FTA.

For PTD use only

Date request received:	Approved for funds availability (signature/date)	

EXHIBIT C

Required Reports

SUBRECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report, which shall be due 120 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE participation, utilization, annual goal setting, progress, and information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA-funded assets
Single Audit Report	Annually	Copy of federally required audit
Title VI Annual Report	Annually	Subrecipient to provide all Title VI complaints and related information annually
Lobbying Activities	As required pursuant to 31 U.S.C. 1352	Subrecipient to disclose any lobbying activities quarterly and submit Disclosure of Lobbying Activities LLL form pursuant to 31 U.S.C. 1352
Drug and Alcohol Reports	Annually	FTA drug and alcohol testing
Contract Change Orders Above **$100,000**	Quarterly	Subrecipient to provide list of any federally-funded contract change orders for any amount **$100,000** or greater
Claims/Settlements	Quarterly	Subrecipient to provide list of any federally-funded projects with Claims/Settlements pending or closed within the quarter

Vehicle Record Inventory Form	Reimbursements with vehicles	Provide a vehicle record inventory form for each vehicle purchased with FTA funds
Capital Asset Purchase Form	Reimbursements with capital asset	Provide a capital asset purchase form for each capital asset purchased with FTA funds
Staff Time Documentation	Reimbursements with staff time	All reimbursements for staff time must include verification of all hours billed, including copies of all applicable timecards or other time reporting documentation
5310 FTA Grants		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines**. All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT D

Required Federal Provisions

1. SUBRECIPIENT shall permit the authorized representatives of PHOENIX, the United Stated Department of Transportation **("USDOT")**, and the Controller General of the United States to inspect and audit all data, books, records, and reports relating to this Agreement and SUBRECIPIENT's performance hereunder. PHOENIX's audit shall be at SUBRECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of **three years** after the Grant has been formally closed, excluding assets, vehicles, or equipment. For assets, vehicles, or equipment that received federal funding in this Grant, all records must be kept for **three years** after the disposal date of the asset, which may extend well past the grant closure date. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.

2. Both PARTIES warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress or City Council, or any employee of PHOENIX or SUBRECIPIENT, has any interest, financial or otherwise, in this Agreement.

3. SUBRECIPIENT shall fully comply with the Disadvantaged Business Enterprise **("DBE")** regulations of USDOT, 49 CFR Part 26. SUBRECIPIENT shall abide by all stipulations, regulations, and procedures set forth in PHOENIX's FTA-approved DBE Program Plan. The Transit Civil Rights Officer of PHOENIX's Public Transit Department and representative(s) of PHOENIX's Equal Opportunity Department will meet annually with SUBRECIPIENT to cooperatively determine DBE participation for all FTA-assisted projects.

4. The PARTIES acknowledge that federal funds are being used for the work, services, and operations provided under this Agreement. In that regard, PHOENIX, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration **("FTA")** Master Grant Agreement. In order for SUBRECIPIENT to receive funding under this Agreement with PHOENIX, SUBRECIPIENT is required to similarly accept and comply with all such terms and conditions, and SUBRECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement and any subsequent revisions are publicly available at transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and incorporated into this Agreement by reference. SUBRECIPIENT is solely responsible for complying with all the terms and conditions of the Master Grant Agreement and any subsequent revisions.

5. In performing the services for which federal funding is provided under this Agreement, SUBRECIPIENT agrees to comply with all laws, rules, regulations, standards, orders, and directives applicable to: (a) this Agreement; (b) the services provided pursuant to this Agreement; and (c) PHOENIX, as the designated recipient of FTA funding. These laws, rules, regulations, standards, orders, and directives include federal, state, and local laws and those items set forth here in **Exhibit D** and below in **Exhibit E**.

6. SUBRECIPIENT shall fully comply with Equal Employment Opportunity **("EEO")** regulations of the USDOT Urban Mass Transportation Administration **("UMTA")** and FTA Circular 4704.1A. SUBRECIPIENT must implement all of the EEO Program elements and submit an EEO Program every four years *if* SUBRECIPIENT employs **100 or more** transit-related employees *and* requests or receives in the previous fiscal year: capital or operating assistance in excess of **$1 million**; or planning assistance in excess of **$250,000**. SUBRECIPIENT must prepare and maintain an abbreviated EEO Program *if* SUBRECIPIENT employs **50-99** transit related employees *and* requests or receives in the previous fiscal year: capital or operating assistance in excess of **$1 million**; or planning assistance in excess of **$250,000**.

7. Section 319 of Public Law 101-121 and 49 CFR Part 20 prohibit recipients of federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered federal action and requires all persons to disclose lobbying if they request or receive a covered federal action. By signing this agreement, SUBRECIPIENT certifies that:

   A. SUBRECIPIENT shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.

   B. No federally appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the: (i) award of any federal contract; (ii) grant of any federal loan; (iii) provision of any federal grant; (iv) entrance into any cooperative agreement; and (v) extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **$10,000** and not more than **$100,000** for each such failure.

8. SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 **("IRCA")** and agrees to comply with the IRCA in the performance of this Agreement.

9. If a current or prospective legal matter that may affect the Federal Government emerges, the SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. The SUBRECIPIENT must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

C. The SUBRECIPIENT must promptly notify PHOENIX, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9, if the SUBRECIPIENT has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the SUBRECIPIENT. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the SUBRECIPIENT. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the SUBRECIPIENT.

10. PHOENIX and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is:

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

EXHIBIT E

Partial List of Applicable Laws

A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-7 **("Title VI")** and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" **("Nondiscrimination Regulations")** and other pertinent directives, including but not limited to:

- Department of Justice's Title VI Regulations (28 C.F.R. § 42.101 et seq.);
- Department of Justice's Title VI Coordination Regulations (28 C.F.R. § 42.401 et seq.);
- Department of Justice's Guidelines for the Enforcement of Title VI (28 C.F.R. § 50.3);
- Rulemaking actions to incorporate the Civil Rights Restoration Act's definitions of "program or activity" and "program" into regulations implementing Title VI, Section 504, and the Age Discrimination Act;
- Twenty-two agencies' Notice of Proposed Rulemaking, published December 6, 2000 (65 FR 76460);
- Twenty-two agencies' Final Rule, published August 26, 2003 (68 FR 51332);
- Department of Education's Notice of Proposed Rulemaking (also includes amendments to Title IX regulations), published May 5, 2000 (65 FR 26464);
- Department of Education's Final Rule (also includes amendments to Title IX regulations), published November 13, 2000 (65 FR 68049); and
- Department of Health and Human Services' Notice of Proposed Rulemaking (also includes amendments to Title IX regulations), published October 26, 2000 (65 FR 64194)

SUBRECIPIENT shall comply with these requirements so that no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration. SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Nondiscrimination Regulations. More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the Project(s):

1. SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Nondiscrimination Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form, in all proposals for negotiated agreements:

> CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation," issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

2. If SUBRECIPIENT carries out a program of training under Section 5312of Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to make selection of the trainee or fellow without regard to race, color, sex, or national origin.

3. Where SUBRECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUBRECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex, or national origin.

4. Where SUBRECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, sex, or national origin.

5. This assurance obligates SUBRECIPIENT for the period during which federal financial assistance is extended to the Project(s).

6. SUBRECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, subcontractors, transferees, successors-in-interest and other participants under such program will comply with all requirements imposed pursuant to 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.

7. SUBRECIPIENT agrees that PHOENIX has a right to seek judicial enforcement regarding any matter arising under 49 U.S.C. chapter 53, the Nondiscrimination Regulations, and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUBRECIPIENT, for itself, its assignees and successors-in-interest agrees as follows:

1. SUBRECIPIENT shall comply with the Nondiscrimination Regulations, as they may be amended from time to time, which are incorporated by reference and made a part of this Agreement.

2. With regard to the work performed by it during the Agreement, SUBRECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUBRECIPIENT for work to be performed under a subcontract—including procurement of materials or leases of equipment—each potential subcontractor or supplier shall be notified by SUBRECIPIENT of the subcontractor's obligations under this Agreement and the Nondiscrimination Regulations.

4. SUBRECIPIENT shall provide all information and reports required by the Nondiscrimination Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHOENIX or FTA to be pertinent to ascertain compliance with such Nondiscrimination Regulations, orders, and instructions. Where any information required of SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUBRECIPIENT shall so certify to PHOENIX or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. If SUBRECIPIENT's fails to comply with the nondiscrimination provisions of this Agreement, then PHOENIX shall impose such contract sanctions as it or FTA may determine to be appropriate, including: (a) withholding of payments to SUBRECIPIENT under the grant award until SUBRECIPIENT complies; and (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

6. SUBRECIPIENT shall include the FTA provisions included above in paragraphs 1 through 5 of **Exhibit E,** section B, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Regulations or governing directives issued. SUBRECIPIENT shall take such action with respect to any subcontract or procurement as PHOENIX or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. If SUBRECIPIENT becomes involved in, or is threatened by litigation with a subcontractor or supplier as a result of such direction, then SUBRECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUBRECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUBRECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUBRECIPIENT. SUBRECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX, and shall maintain a Title VI complaint log of closed investigations for **three years**. SUBRECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI. The obligations of SUBRECIPIENT under this provision survive the termination or expiration of this Agreement.

8. SUBRECIPIENT avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in Section 5333(b) of Title 49 U.S. Code, as amended (formerly Section 13(c) of the Federal Transit Act of 1964, 49 U.S.C. 1609). SUBRECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.

9. SUBRECIPIENT shall comply with the following statutes and regulations, as applicable:

   - 18 U.S.C. 1001
   - Section 5301 of 49 U.S.C. chapter 53
   - Section 5309(i) of 49 U.S.C. chapter 53

- Section 5310 of 49 U.S.C. chapter 53, which provides—among other thing—for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities
- Section 5323(d) and (f) of 49 U.S.C. chapter 53
- Section 5326 of 49 U.S.C. chapter 53
- Section 5329 of 49 U.S.C. chapter 53
- Section 5332 of 49 U.S.C. chapter 53, which prohibits—among other things—discrimination on the basis of race, color, creed, national origin, sex, or age
- Section 5333 of 49 U.S.C. chapter 53, which requires compliance with applicable labor requirements
- Section 5337 of 49 U.S.C. chapter 53
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits—among other things—discrimination on the basis of race, color or national origin by recipients of federal financial assistance
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, which prohibits—among other things—discrimination in employment
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, which prohibits—among other things—discrimination on the basis of disability
- 49 CFR Part 600 et seq. regulations promulgated by FTA
- 49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, minority business enterprise (DBE/women's business enterprise), relocation and land acquisition, and nondiscrimination based on disability, respectively
- 46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements
- 36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation
- 31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit
- 40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements
- 29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections
- The Build America, Buy America **("BABA")** and Buy America requirements of Pub. L. 117-58, div. G, tit. IX, Sections 70911-70927, 49 U.S.C. 5323(j), and 49 CFR Part 661 pertaining to the purchase of iron, steel, manufactured goods, and rolling stock

EXHIBIT F

Required Local Provisions

1. Assignability; Successors and Assigns. This Agreement and any rights or obligations hereunder shall not be transferred or assigned, in whole or in part, by SUBRECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

2. Employment and Organization Disclaimer. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the PARTIES, and the rights and the obligations of the PARTIES shall be only those expressly set forth herein. Neither PARTY (nor any employee of either PARTY) is the agent of the other PARTY or otherwise authorized to act on behalf of the other PARTY for any purpose.

3. Entire Agreement; Modification (No Oral Modification). This Agreement and any Exhibits, Attachments, or Schedules attached hereto constitute the full and complete understanding and agreement of the PARTIES. This Agreement supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both PARTIES.

4. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

5. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the PARTIES arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

6. Inspection and Audit. The provisions of A.R.S. Section 35-214 shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.

7. Compliance with Laws and Permits. SUBRECIPIENT shall comply with all applicable laws, ordinances, regulations, and codes of federal, state and local governments. Further, SUBRECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement.

8. Non-waiver. If PHOENIX fails or delays in exercising or enforcing any right, power, privilege, or remedy under this Agreement, such failure or delay shall not be deemed a waiver, release, or modification of the requirements—or any other terms or provisions—of this Agreement.

9. Contract Cancellation. The PARTIES acknowledge that this Agreement is subject to cancellation by PHOENIX, or cancellation by SUBRECIPIENT if it is a government entity, pursuant to the provisions of A.R.S. Section 38-511.

10. Legal Worker Requirements. PHOENIX is prohibited by A.R.S. Section 41-4401 from awarding a contract (agreement) to any SUBECIPIENT who fails, or whose contractors fail, to comply with A.R.S. Section 23-214(A). Therefore, SUBRECIPIENT agrees that:

    A. SUBRECIPIENT and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A).

    B. A breach of warranty under paragraph A will be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

    C. PHOENIX retains the legal right to inspect the papers of SUBRECIPIENT or any contractor employee who works on the Agreement to ensure that the SUBRECIPIENT or any contractor is complying with the warranty under paragraph A.

CITY COUNCIL REPORT

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1063-1025 - Intergovernmental Agreement with Agua Fria Union High School District #216 - School Resource Officer

MEETING DATE: 10/20/2025

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: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will consider a request to adopt Resolution 1063-1025, authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2025/2026 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 high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Agua Fria Union High School District since 1991 to provide a School Resource Officer at the school. The police department benefits from having an SRO assigned to these schools, who can field most calls for service that a patrol officer would typically handle. Furthermore, the SRO conducts follow-up investigations on criminal cases involving students attending Agua Fria High School, which relieves officers who would otherwise handle these investigations.

DISCUSSION:
The proposed IGA establishes a funding agreement for the school year running from July 2025 through June 2026 for Agua Fria High School, which provides direction, supervision, and management of the assigned SRO. The SRO will collaborate with school staff to coordinate a range of law enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students,

while also serving as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's estimated costs and reimbursements are included in the FY2026 budget.

RECOMMENDATION:

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

Contact person for document distribution: *Memo Espinoza*

RESOLUTION NO. 1063-1025

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District relating to school resource officer services at Agua Fria High School for fiscal year 2025-2026 (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, October 20, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1063-1025

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

(Agua Fria High School)

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this 1st day of July 2025between the City of Avondale, an Arizona municipal corporation (the "City"), and the Agua Fria Union High School District, an Arizona school district (the "District").

RECITALS

A. The District has funding available to fund the cost for school resource officer services (the "SRO Services") at Agua Fria High School located at 530 E Riley Dr, Avondale, AZ 85323.

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

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

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

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

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

40 hours each week at all times that the School is in session (July, 2025 through June, 2026). This tentatively includes June for the purpose of summer school during the term of this Agreement.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.

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

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

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

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

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

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

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

SECTION II- OBLIGATIONS OF THE DISTRICT

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

a. The District shall pay the City an amount not to exceed $75,657.00 for SRO Services at Agua Fria High School for the SROs' benefits and salary for the ten-month 2025-2026 school year, plus one-month summer school in June 2026 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high schools' Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week- long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. If the actual salary of an officer is less than what was approved in FY 2025-2026, the lesser amount of the two must be requested.

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

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

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

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a

replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the reminder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

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

SECTION III - GENERAL TERMS AND CONDITIONS

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

3.2 Term. The term of this Agreement shall be from July 1, 2025, until June 30, 2026, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

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

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed

terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs for Services beyond those costs that existed in 2024-2025.

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

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

With a copy to:
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to the District:
Agua Fria Union High School District
1481 N. Eliseo Felix Jr. Way
Avondale, Arizona 85323
Attn: Superintendent Mark Yslas

With a copy to:
Agua Fria Union High School District
c/o Gust Rosenfeld, PLC
1 East Washington
Phoenix, Arizona 85004
Attn: Susan Segal

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

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this

Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in detaining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

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

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

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

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

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

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

3.15 Disposition of Property upon Termination of the Agreement. The parties do not

anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

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

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

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

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

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

CITY OF AVONDALE, an Arizona Municipal corporation

_____

By: Mike Pineda, Mayor

Date: _____

ATTEST:

_____

Marcella Sarmiento, City Clerk

"District"

Agua Fria Union High School District
An Arizona political subdivision

_____

By: Mark Yslas, Superintendent

Date: 9/12/25

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

_____

Susan Segal, Attorney for the District

_____

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL
DISTRICT

AND

THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

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

II. Mission and Values.

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

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

B. Values:

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

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

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

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

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

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

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

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

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

10. Mindset. All members of the Avondale Police Department should be open to changing their mindset to understand the changing needs of our community. The mindset of Avondale police employees must adapt to change, to improve service and support the community. Avondale police employees will strive to develop working partnerships with the community in order to jointly resolve community concerns. We will accomplish this by constantly changing our way of thinking, policing, and communicating with the people we "Serve With Honor".

Wellness . The Avondale Police Department encourages all employees to maintain personal wellness through positive practices that enhance all human dimensions; Spiritual, Mental, Physical, and Emotional.

III. <u>Goals.</u>

A. To reduce incidents of school violence:

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

B. Reduction of criminal offenses committed by students.

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

C. Establish positive rapport with students and parents.

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

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

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

IV. Organizational Structure.

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

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

V. Procedures.

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

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

VI. SRO Selection.

A. Recommended Qualifications:

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

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression

of a law enforcement officer.

- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

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

B. Law-Related Educator:

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

f. Total time spent off campus

C. Positive Role Model:

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

VIII. <u>SRO Supervisor Role:</u>

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

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

include number of LRE hours, time off campus and law enforcement activity.

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

IX. School District Role:

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

A. District Level:

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

B. Building Level Administration:

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

C. Teacher:

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

X. The Performance Evaluation

An annual performance evaluation shall be conducted by a school administrator and shared with

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

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

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

XI. Law Related Education (LRE)[1]

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

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

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

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

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

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

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

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

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

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

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

WEBSITES

Arizona Department of Education www.ade.az.gov
Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education http://azflse.org/
The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

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

Join Together ONLINE https://drugfree.org/
National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe https://www.schoolsafety.gov/

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org
Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org
Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org
Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for School Safety https://www.nc2s.org/
Center works with schools and communities to create safe learning environments and prevent school violence.

National Youth Gang Center https://ojjdp.ojp.gov/programs/national-gang-center
Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention https://ojjdp.ojp.gov/
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Teach Democracy Home -https://teachdemocracy.org/
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

Street Law, Inc. www.streetlaw.org
Offers program training and program development in law-related education.

CITY COUNCIL REPORT

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1064-1025 - Administrative Change Order No. 2 to the Intergovernmental Agreement with Maricopa County for the Construction of Bridge Housing

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Christopher Lopez, Director of Neighborhood and Family Services

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will consider a request to adopt Resolution 1064-1025, approving Administrative Change Order No. 2 to the Intergovernmental Agreement with Maricopa County Human Services Department to revise and realign the project budget and update the project timeline and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
On July 5, 2021, the City Council approved $650,000 in funding for the development of a Family Bridge Housing project with four (4) to five (5) two-bedroom, single-family units. On December 7, 2021, the City entered into an agreement with a Design-Build General Contractor selected by competitive process for the design and construction of three (3) Bridge Housing units. The budget for the project was increased by the City Council for the Fiscal Year 2023 budget to a total of $750,000. On August 24, 2022, the project was paused due to supply chain difficulties, rising construction costs, and contractor performance, leaving a remaining project budget of $640,000.

In October 2022, the Maricopa County Human Services Division approached Neighborhood and Family Services with funding available for development of shelter, including bridge housing. There are currently no shelter options for families with minor children in Avondale or the West Valley.

On April 4, 2023, the City Council approved Resolution 1016-0423 and entered an Intergovernmental Agreement with the Maricopa County Human Services Department for $1,700,000 for the design and construction of six (6) units of low-barrier bridge shelter for families, serving up to 10 families annually.

On May 20, 2024, Council approved an Administrative Change order related to delays in procurement, allowing for an updated project schedule.

On October 7, 2024, Council approved Resolution 1100-1024 to increase the total project award by $286,061, revising the Agreement's total amount to $1,986,061.

DISCUSSION:

The County is proposing an administrative change order to realign the line-item expenditures, specifically adding construction funding lines for furnishings and security cameras, and realigning Architect Fees and Soft Cost Contingency to "Design Costs" while also adding Land and ROW Costs to that cost allocation. This change order also updates the Timeline, which is needed based on a prolonged General Contractor contracting process.

BUDGET IMPACT:

There is no budgetary impact.

RECOMMENDATION:

Staff recommend that City Council adopt a Resolution approving Administrative Change Order No. 2 to the Intergovernmental Agreement with Maricopa County Human Services Department to revise and realign the project budget and update the project timeline and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Brian Planty*

RESOLUTION NO. 1064-1025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN ADMINISTRATIVE CHANGE ORDER TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE AMERICAN RESCUE PLAN ACT FUNDS FOR THE CONSTRUCTION OF BRIDGE HOUSING.

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

SECTION 1. The Administrative Change Order #2 to the Intergovernmental Agreement between the City of Avondale ("City") and Maricopa County (the "County"), administered by its Human Services Department, to provide the City with American Rescue Plan Act funds for the construction of bridge housing (the "Amendment"), is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, October 20, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1064-1025

[Amendment]

See following pages.

ADMINISTRATIVE CHANGE ORDER NO. 2
TO THE
AGREEMENT
BETWEEN
MARICOPA COUNTY,
ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT,
AND
CITY OF AVONDALE

I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement with the City of Avondale ("Subrecipient") on or about April 12, 2023. The County and the Subrecipient collectively are referred to here as the "Parties" and individually as a "Party". The purpose of the Agreement is for the Subrecipient to construct a building for the purpose of providing bridge housing to families experiencing homelessness. The construction of the property shall generate 6 units. These units shall serve up to 10 families experiencing homelessness annually. The County provided the Subrecipient with $1,700,000 in American Rescue Plan Act (ARPA) funds under Assistance Listing Number (ALN) 21.027. The Agreement term is April 12, 2023 through June 30, 2026.

The Parties executed Administrative Change Order No.1 on or about May 31, 2024. Administrative Change Order No.1 revised the project timeline. The last day of the revised timeline remained within the Agreement term.

The Parties executed Amendment No.1 on or about October 15, 2024. Amendment No.1 provided the Subrecipient with an increase of $286,061 in ARPA funds under ALN 21.027, revising the Agreement total amount to $1,986,061. The County point of contact was updated and required clauses were added in the Amendment.

II. The Parties now agree to modify the Agreement through this Administrative Change Order No. 2 as authorized by Paragraph 5.0-Administrative Change Orders. This Administrative Change Order No. 2 is subject to and incorporates the provisions of A.R.S. § 38-511 and revises the following items:

A. Revise Exhibit A, Section 5.0 (Budget Summary and replace with a revised budget which realigns the line-item expenditures. The total Agreement budget remains unchanged at $1,986,061.

BUDGET SUMMARY			
Name of Activity: Bridge Housing			
Acquisition Costs	**TOTAL COST**	**City Contribution**	**County ARPA Funds**
Land	$ -	$ -	$ -
Building Acquisition	$ -	$ -	$ -
Other: taxes, title, recording	$ -	$ -	$ -
TOTAL	**$ -**	**$ -**	**$ -**
Construction Costs			
Construction Hard Costs- Residential	$ 1,400,000.00	$ 75,000.00	$ 1,325,000.00
Construction Costs- Nonresidential	$ 700,000.00	$ 300,000.00	$ 400,000.00
Contractor OH, Profit, and Gen. Conditions	$ 229,752.00	$ 114,752.00	$ 115,000.00
Hard Costs Contingency	$ 85,000.00	$ -	$ 85,000.00
Environmental- inspection and remediation	$ 15,000.00	$ 15,000.00	$ -
Demolition Inc. Architect	$ -	$ -	$ -
Site Planning Inc. Const	$ -	$ -	$ -
Architect Fees (@10% of Const Hard Costs)	$ -	$ -	$ -
Soft Cost Contingency (@10% of soft costs)	$ -	$ -	$ -
Furniture/dry goods (not in construction contract)	$ 75,000.00	$ 75,000.00	$ -
Security Cameras (not in construction contract)	$ 42,000.00	$ 42,000.00	$ -
TOTAL	**$ 2,546,752.00**	**$ 621,752.00**	**$ 1,925,000.00**
Design Costs			
Architect Fees (@10% of Const Hard Costs)	$ 173,000.00	$ 111,939.00	$ 61,061.00
Engineering Fees	$ -	$ -	$ -
Survey, Permit, Tests	$ 168,000.00	$ 168,000.00	$ -
Land and ROW Costs	$ 26,000.00	$ 26,000.00	
Soft Cost Contingency (@10% of soft costs)	$ 26,000.00	$ 26,000.00	
Accounting and Cost Certification	$ -	$ -	$ -
Developer's Fee	$ -	$ -	$ -
TOTAL	**$ 393,000.00**	**$ 331,939.00**	**$ -**
Grand Total	**$ 2,939,752.00**	**$ 953,691.00**	**$ 1,986,061.00**

B. Revise Exhibit A, Section 6.0 (Timeline) which revises the project timeline. The last day of the revised schedule remains within the Agreement term.

Project Milestone	Estimated Completion Date	Comments
Site Acquisition	N/A	
Construction Loan (Closing Date)	N/A	
Partnership Closing (Closing Date)	N/A	
Permanent Loan Commitment	N/A	
Permanent Loan Closing	N/A	
Other Funds Firm Commitment	N/A	
Other Funds Firm Commitment	N/A	
Environmental Review Completion (Only if other federal funding is used in addition to funds designated in this contract).	N/A	

Authority to Use Grant Funds	4/3/2023	County funds accessible for project use
Zoning Entitlements	N/A	
Procurement Initiation	3/6/2024	
Notice of Intent to Award	5/9/2024	
Award Date	6/5/2024	
Plans Submitted to Municipality	12/31/2024	
Civil Permits Issued	10/1/2025	5 weeks of plan/permit review, contractor to submit for permits starting after NTP issued (~10 days for approval)
Building Permits Issued	10/1/2025	5 weeks of plan/permit review, contractor to submit for permits starting after NTP issued (~10 days for approval)
Contractors Notice to Proceed Issued	11/1/2025	
Construction Mobilization	11/15/2025	2 weeks of mobilization
25% Completion	12/15/2025	
50% Completion	1/1/2026	
75% Completion	2/1/2026	
Certificate of Occupancy	3/1/2026	Predecessor to beginning installation of furnishings and equipment
ARPA-Assisted Units Occupied	4/30/2026	
100% Occupancy	4/30/2026	

III. Section II above contains all the changes to the Agreement made by this Administrative Change Order No.2. The Agreement is amended to incorporate the changes contained in this Administrative Change Order No.2. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Administrative Change Order No.2 is subject to and incorporates the provisions of A.R.S. § 38-511.

IV. The Parties have authorized the undersigned to execute this Administrative Change Order No.2 on their behalf and it shall be effective upon approval and signature by both Parties.

[Signatures contained on the following page]

IN WITNESS, the Parties have approved and signed this Administrative Change Order No. 2:

FOR THE CITY OF AVONDALE:

APPROVED BY
CITY OF AVONDALE

Mike Pineda, Mayor Date

Attested to:

Marcella Sarmiento, City Clerk Date

THIS ADMINISTRATIVE CHANGE ORDER NO.2 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Nicholle Harris, City Attorney Date

FOR MARICOPA COUNTY:

APPROVED BY
MARICOPA COUNTY

Thomas Galvin, Chairman Date
Board of Supervisors

Attested to:

Juanita Garza Date
Clerk of the Board

THIS ADMINISTRATIVE CHANGE ORDER NO.2 HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY WHO HAS DETERMINED THAT IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

CITY COUNCIL REPORT

ITEM NUMBER: 4.i.

SUBJECT: Resolution 1065-1025 - Third Amendment to the Intergovernmental Agreement with Maricopa County Human Services Department - Expansion of Homeless Services

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Christopher Lopez, Director of Neighborhood and Family Services

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:
City Council will consider a request to adopt Resolution 1065-1025, approving a Third Amendment to the Intergovernmental Agreement with the Maricopa County Human Services Department allowing reallocation of funding to Family Navigation Services and revisions to administrative change orders, invoicing, indemnification, and allowing for budget adjustments and scope of work revisions, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents and amendments. The Council will take the appropriate action.

BACKGROUND:
On June 17, 2019, Council approved a Resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department to provide funding to address the issue of homelessness in our community.

On July 1, 2019, Council approved a Resolution authorizing a First Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to modify the program budget and enhance the delivery of eviction prevention services and the continued provision of services to include temporary emergency shelter services, outreach, and case management to people experiencing homelessness in Avondale.

On July 27, 2020, the City Council approved a Resolution authorizing a Second Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to extend funding through the period of July 1, 2020 and June 30, 2021.

On June 21, 2021, the City Council approved a Resolution authorizing a Third Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to extend funding through the period of July 1, 2021 and June 30, 2022.

On July 11, 2022, the City Council approved a Resolution authorizing a Fourth Amendment to the Intergovernmental Agreement between the City of Avondale and the Maricopa County Human Services Department. The amendment was necessary to extend funding through the period of July 1, 2022 and June 30, 2023.

On August 21, 2023, Council approved a Resolution authorizing the City to enter into a new Intergovernmental Agreement with Maricopa County Human Services Department in the amount of $262,500 to expand homelessness services in Avondale. This funding expanded an existing partnership with Maricopa County by increasing funding for street outreach and family navigation while adding Flex Funding to assist with the needs of those resolving their homelessness.

On November 18th, 2024, Council approved an amendment to the existing agreement with the Maricopa County Human Services Department to reallocate unspent funds from FY24 and revise the agreement to include required clauses and update the County Point of Contact.

On May 19, 2025, Council approved a Resolution for Amendment No. 2 to the Intergovernmental Agreement with the Maricopa County Human Services Department to reallocate unspent funds and extend the contract term to December 31, 2025.

DISCUSSION:

In June 2025, unspent funds were identified. This amendment allows for program-level reallocation of any unspent funds. The final amendment revises the scope of work, administrative change orders, invoicing, indemnification, and budget adjustments to exhaust unspent funds by the contract termination on December 31, 2025.

BUDGET IMPACT:

The total contract funding provided by Maricopa County under this agreement for FY26 is $15,471 through December 31, 2025. No match is required. Staff request authorization to process the necessary budget transfers from grant contingency.

RECOMMENDATION:

Staff recommend that Council approve a resolution authorizing this amendment to the Intergovernmental Agreement with Maricopa County Human Services Department in the amount of $15,471 to ensure services to families experiencing homelessness in Avondale.

Contact person for document distribution: *Brian Planty, Homeless Services Manager*

RESOLUTION NO. 1065-1025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE THE CITY WITH AMERICAN RESCUE PLAN ACT FUNDS FOR THE EXPANSION OF HOMELESS SERVICES.

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

SECTION 1. The Amendment No. 3 to the Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa County (the "County"), administered by its Human Services Department, to provide the City with $262,500 in American Rescue Plan Act funding for the expansion of homeless services (the "Amendment") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, October 20, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1065-1025

[Amendment]

See following pages.

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE CITY OF AVONDALE

I. Maricopa County ("County") administered by its Human Services Department and the City of Avondale ("City" or "Subrecipient") entered into a financial agreement ("Agreement) on or about September 6, 2023. The Agreement term is August 1, 2023, through June 30, 2025. The purpose of the Agreement is to expand homeless services in Avondale. The City shall conduct street outreach to persons experiencing homelessness, and provide shelter, navigation services, and flex funds (the "Project"). The County provided the Subrecipient with $262,500 ($200,000 in American Rescue Plan Act ("ARPA") funds under Assistance Listing Number (ALN) 21.027 and $62,500 in Maricopa County General funds for the Project activities. The County and the Subrecipient may be referred to individually as "Party" or collectively as "Parties."

The Parties executed Amendment No.1 on or about November 20, 2024. The Amendment revised and replaced Paragraph 5.0 (Administrative Change Orders). Required clauses were added to the Agreement and the County point of Contact was updated. Paragraph 6.0 (Funding, Invoicing, And Payment) was revised and replaced in its entirety. Exhibit A-Statement of Work, Paragraph 6.0 (Budget) was revised and replaced in its entirety. The total Agreement amount did not change.

The Parties executed Amendment No.2 on or about June 6, 2025. The Amendment extended the Agreement termination date through December 31, 2025. Paragraph 6.0 (Funding, Invoicing, And Payment) was revised and replaced in its entirety. The total Agreement amount did not change.

II. The Parties now agree to amend the Agreement as follows:

A. Revise Paragraph 5.0 (Administrative Change Orders) and replace in its entirety with the following:

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

5.1.1 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or

5.1.2 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats

required by federal, state, and local regulations, policies, or requirements.

B. Revise Paragraph 6.0 (Funding, Invoicing, And Payment) and replace in its entirety with the following:

6.0 FUNDING, INVOICING, AND PAYMENT
The County shall provide the Subrecipient with $200,000 in ARPA funds under Assistance Listing Number (ALN) 21.027 (FAIN / AWARD DATE: 21.027: SLFRP0146 awarded 5/18/2021) provided to the County through the U.S. Department of Treasury, and $62,500 in Maricopa County General Funds (GF).

C. Revise Paragraph 24.0 (General Indemnification) and replace in its entirety with the following:

24.0 GENERAL INDEMNIFICATION
Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 24 shall survive termination of this Agreement.

D. Add the following Paragraph to the Agreement:

58.0 BUDGET ADJUSTMENTS

58.1 The Subrecipient must receive prior written approval from the County to move funds from one budget line item to another. Twenty-five percent (25%) of the total Agreement amount may be adjusted between budget categories as shown in Exhibit A-Statement of Work, Paragraph 6.0 (Budget-Line-Item Expenditures) with prior written permission of the County Program Manager. The Budget Modification Template (Attachment 1) once executed and approved by the County Program Manager will become an addendum to the Agreement.

58.2 If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

E. Revise Exhibit A-Statement of Work, Paragraph 6.0 (Budget) in its entirety and replace with the following:

BUDGET FUNDING SOURCES	
Sources	Total
Maricopa County – ARPA	$200,000
Maricopa County-General Funds	$62,500

Line Item Expenditure Categories	**County Costs**
I-HELP Shelter	
Street Outreach	
Flex Funding	
Family Navigation	
TOTALS:	**$262,500**

F. Add Budget Modification Template contained herein as Attachment 1 to the Agreement.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 3. The Agreement is amended to incorporate the changes contained in this Amendment No. 3. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 3 is subject to and incorporates the provisions of A.R.S. § 38-511.

IV. The Parties have authorized the undersigned to execute this Amendment No. 3 on their behalf and it shall be effective upon approval and signature by both Parties.

[Signatures contained on the following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 3:

APPROVED BY:
CITY OF AVONDALE

_____
Mike Pineda, Date
Mayor

Attested To:

_____
Marcella Sarmiento, City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

_____
Thomas Galvin, Chairman Date
Board of Supervisors

Attested To:

_____
Juanita Garza, Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Deputy County Attorney Date

ATTACHMENT 1

BUDGET MODIFICATION TEMPLATE

RESPONDENT : ***ESG & CDBG Contracts***

CONTRACT SERVICE	PROGRAM NAME	CONTRACT PERIOD	TODAY'S DATE

SONNEL AND EMPLOYEE RELATED EXPENSES (			CURRENT	NEW	VARIANCE $	%	NOTES
Number of Positions	% of FTE Level	Position Title	DATE RANGE	DATE RANGE			
					$ -		
					$ -		
		TOTAL:	$ -	$ -	$ -		

EXPENSE BUCKET NAME	CURRENT	NEW	VARIANCE $	%	NOTES
			$ -		
			$ -		
			$ -		
			$ -		
			$ -		
TOTAL:	$ -	$ -	$ -		

EXPENSE BUCKET NAME	CURRENT	NEW	VARIANCE $	%	NOTES
			$ -		
			$ -		
TOTAL:	$ -	$ -	$ -		

INDIRECT COSTS	CURRENT	NEW	VARIANCE $	%	NOTES
			$ -		
15% de Minimus rate for Indirect costs			$ -		
TOTAL:	$ -	$ -	$ -		

		NEW	VARIANCE $	%	NOTES
TOTAL COST	$ -	$ -	$ -	0.00%	

Budget modifications among line item expenditure categories totaling up to 25 percent of the total budget amount can be authorized through prior written approval by the program manager. For a digital version of this template, please contact your assigned county contract coordinator.

CITY COUNCIL REPORT

ITEM NUMBER: 5.a.

SUBJECT: The BLVD Overview and Blueprints Capital Development Presentation

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Jennifer Stein, Economic Development Director

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: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:
Staff will provide a presentation and overview of The BLVD and Blueprints Capital, who responded and were awarded The BLVD Request for Proposal (RFP) Bid. This item is for feedback and discussion only.

BACKGROUND:
The BLVD (previously referred to as City Center) is a multi-use, pedestrian-oriented, entertainment district approved in 2007. The overall vision for the entertainment district includes shopping, restaurants and mixed-use developments including hotels, high-density housing, professional office space and a fun, pedestrian-friendly atmosphere conducive to daytime and nighttime activities within its 6 distinct districts.

Officially dubbed "The BLVD" in 2018, Avondale's epicenter has grown exponentially, boasting 4 hotels, 4 multifamily housing developments and over 23 retail and restaurant establishments, including the American Sports Center, located in the Park District, which attracts over 500,000 visits annually.

Following a competitive Request for Proposal (RFP) process, the City has selected Blueprints Capital as the master developer for three key parcels within the Park Avenue District of The BLVD. Additionally, Whitten Development has been awarded the remaining parcel, with plans focused on hospitality development.

These selections mark a major milestone in Avondale's vision to create an entertainment center blending commerce, recreation, hospitality, retail, and restaurants. The City will now enter formal negotiations with Blueprints Capital to define the scope and details of the project. The development agreement and lease to purchase agreement will follow in the coming months.

The City's RFP process emphasized the importance of proposals that support a sustainable, pedestrian-oriented, urban design within a dynamic entertainment district. With robust infrastructure already in place—including a 405-space parking garage with EV chargers, hotels with strong occupancy, a one-acre lake with a pedestrian promenade, and unique recreational elements—the selected development will complement and enhance the area's existing assets while activating the community within it.

DISCUSSION:

To bring this transformative project to Avondale, a level of public investment is necessary to support the required infrastructure improvements. Blueprints Capital is requesting that the City of Avondale reimburse costs for key public infrastructure in phases. Included in phase one is the completion of 114th Avenue to Fillmore Street, the completion of Fillmore Street east–west from Avondale Boulevard to Park Avenue, and the construction of a "Great Lawn" with restrooms, play area, stage, and fencing. Phase two includes the extension of Park Avenue to Van Buren Street. Following construction, the developer will assume responsibility for maintaining the "Great Lawn" area. The total estimated cost for these public improvements is approximately $6.6 million.

In return, Blueprints Capital is committing to the build-out and development of the three city-owned parcels within The BLVD Park Avenue District. Their investment will activate the open space area surrounding The BLVD Lakes and include more than 50 public events annually, representing an estimated public benefit of $2.5 million over seven years. The proposed development will include approximately 22,000 square feet of retail space, 40,000 square feet of restaurant and bar space with lakefront dining, 65,000 square feet of entertainment and "eatertainment" uses, and approximately 13,000 square feet of office space.

The first phase will feature up to 10,000 square feet of a full-service, high-end restaurant and bar located in front of the American Sports Center, the lakefront restaurants, and the office. The closing of these parcels will occur upon the pulling of permits for development. Phase two will include the 7-acre hard corner on the NEC of Avondale Boulevard and Van Buren Street. Although Blueprints has noted that the marketing for this site will occur with the other two parcels and may be developed sooner.

Overall, this project is expected to generate substantial fiscal and economic benefits for the community, including an estimated $5 million in net new Avondale sales tax and $9.5 million in property tax revenue over seven years, along with a total economic impact of approximately $40 million.

BUDGET IMPACT:
At this time, there is no budget impact as staff is currently in negotiations with the developer.

RECOMMENDATION:
This item is for discussion only.

Contact person for document distribution: *Cheryl Covert*

CITY COUNCIL REPORT

ITEM NUMBER: 5.b.

SUBJECT: The BLVD - Web Avondale Investments, LLC (formerly Whitten Development, Inc) Full-Service Hotel Presentation and Notice of Intent to Enter Into a Development Tax Incentive Agreement

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Jennifer Stein, Economic Development Director

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: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will: a) receive a presentation by staff with an overview of a proposal submitted by and awarded to Whitten Development, in response to The BLVD Request for Proposals; b) consider a request to adopt a Notice of Intent to enter into an Economic Development Agreement that includes the rebate of sales tax with Web Avondale Investments, LLC for a proposed full-service Embassy Suites Hotel; 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 and Web Avondale Investments, LLC are preparing to enter into a Development Agreement to facilitate the construction of a premier full-service hotel within The BLVD. The developer is proposing to build and operate a six-story, 180-key full-service hotel that will include over 10,000 square feet of conference and meeting space, as well as a rooftop bar offering dining and event opportunities with expansive views of the surrounding area.

This project represents a significant investment in Avondale's hospitality sector and will serve as a key anchor within the City's growing tourism and entertainment district. The addition of a full-service hotel with substantial conference facilities will help attract regional and national events, support local businesses, and provide high-quality accommodations for visitors.

The forthcoming Development Agreement will outline the terms and conditions related to the project, including development timelines, site improvements, public infrastructure obligations, and other provisions necessary to

ensure the successful delivery of this landmark project.

DISCUSSION:
Whitten Development, founded in 1999, brings decades of experience in real estate development with a strong track record of delivering full-service hospitality projects. The company has developed and managed a wide portfolio of hotel properties within the Hilton and Marriott brand families, along with select multifamily projects. Known for its turnkey hotel delivery, the developer is expected to bring a high-quality hospitality component to The BLVD that aligns with the city's vision.

The developer has a proven track record of delivering high-quality hospitality projects across the nation and has expressed a strong commitment to partnering with the City to create a destination that complements the surrounding mixed-use environment. The project will generate new employment opportunities, stimulate visitor spending, and contribute to the continued growth of Avondale's commercial tax base.

The Development Agreement will define key terms including project phasing, timelines for construction, performance milestones, and public infrastructure obligations. It will also establish the framework for any potential City participation, ensuring that the project provides clear and measurable public benefits.

Upon approval of the Notice of Intent, staff will finalize the terms of the Development Agreement and return to City Council for consideration of formal adoption on November 3, 2025.

BUDGET IMPACT:
The developer fee, lodging tax, and construction sales tax reimbursements will be included in the FY27 budget.

RECOMMENDATION:
Staff recommends City Council to adopt a Notice of Intent to enter into an Economic Development Agreement that includes the rebate of sales tax with Web Avondale Investments, LLC for a proposed full-service Embassy Suites Hotel and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Cheryl Covert*

NOTICE OF INTENT TO ENTER INTO
A DEVELOPMENT TAX INCENTIVE AGREEMENT
AND FINDINGS OF FACT
(Pursuant to ARIZ. REV. STAT. § 9-500.11)
October 20, 2025

NOTICE

Notice is hereby given by the Council of the City of Avondale, Arizona (the "City Council") that, on a date that is not earlier than November 3, 2025, the City Council intends to adopt that certain retail development tax incentive agreement entitled "Economic Development Agreement Between the City of Avondale and WEB Avondale Investments, LLC (the "Agreement").

FINDINGS OF FACT

With respect to the Agreement, and in accordance with ARIZ. REV. STAT. § 9-500.11, the City Council hereby makes the following findings of fact:

1. That the tax incentive set forth in the Agreement is anticipated to raise more revenue than the amount of the incentive within the duration of the Agreement. This finding has been independently verified in a report by Rounds Consulting Group, Inc., dated October 2025, as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. That, in the absence of a tax incentive, the proposed full-service hotel project would not locate within the corporate boundaries of the City of Avondale at the same time or place as required by the Agreement.

EXHIBIT A
TO
NOTICE OF INTENT TO ENTER INTO
A DEVELOPMENT TAX INCENTIVE AGREEMENT
AND FINDINGS OF FACT

[Rounds Consulting Group, Inc. verification]

See following pages.

Proposed Full-Service Hotel Analysis – City of Avondale

October 2025

Prepared for:

Avondale

Prepared by:

Rounds Consulting Group

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Executive Summary

This report, prepared by Rounds Consulting Group, Inc. (RCG) for the City of Avondale (City or Avondale), estimates the economic and fiscal impacts associated with the development and ongoing operations of a full-service hotel in Avondale. The project will include:

- ~180 hotel rooms
- Full-service restaurant and bar
- ~10,000 sq. ft. of conference space
- Pool and spa

Total capital expenditures for development are estimated at $48.4 million. Once operational, the project is expected to support approximately 34 full-time equivalent (FTE) jobs on-site. These positions include a general manager, front desk/reservation staff, janitorial/housekeeping staff, restaurant/bar staff, and maintenance/grounds personnel.

The analysis captures both short-term construction impacts and long-term operational impacts, including on-site employment and spending generated by visitors in the local economy. Impacts are reported as direct, indirect, and induced effects on jobs, labor income, economic output, and tax revenues.

Analysis Key Findings

The development of the hotel will deliver measurable benefits to the local and regional economy both during construction and throughout ongoing operations.

Hotel Construction Impacts

During the construction phase, the $48.4 million investment is expected to generate significant short-term economic activity. Approximately 415 jobs will be supported, with more than $29.9 million in labor income earned by workers. Construction-related activity is estimated to generate $84.3 million in economic output. The City of Avondale is estimated to collect approximately $795,200 in tax revenues from construction-related activity.

Figure 1: Total Economic & Fiscal Impact of Hotel Construction

Jobs	Labor Income	Economic Output	City Tax Revenues
415	$29,876,900	$84,324,100	$795,200

Note: Includes direct, indirect, and induced impacts. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Hotel Operations Impacts

Once the hotel is operational, the project is expected to sustain an average of 61 jobs annually, including 34 full-time on-site positions such as management, reservations, housekeeping, and maintenance staff. Annual labor income is projected to reach approximately $4.2 million, while economic output is estimated at $12.0 million per year on average.

The City of Avondale is estimated to collect $762,600 in annual tax revenues from hotel operations, including taxes on lodging, local employee spending, and retail expenditures made by visiting hotel guests within the community. This equates to approximately $7.6 million in tax revenues over 10 years.

Figure 2: Total Average Annual Economic & Fiscal Impact of Hotel Operations			
Jobs	Labor Income	Economic Output	City Tax Revenues
61	$4,196,100	$12,022,000	$762,600

Note: Estimates represent average annual impacts. Includes direct, indirect, and induced impacts. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Additional Impacts Related to Conference Center Activity

In addition to the fiscal impacts generated by hotel operations, the conference center is projected to generate approximately $378,000 in additional annual tax revenues for the City of Avondale. Of this amount, roughly $233,400 is derived from lodging-related taxes generated by overnight attendees staying at other hotels in the City, while $136,200 comes from retail, restaurant, and entertainment spending by event attendees. This equates to approximately $3.8 million in tax revenues over 10 years.

Total Fiscal Impact of Hotel Construction and 10 Years of Operations

During construction and 10 years of operational activity, including activity associated with the hotel and its conference center, the City of Avondale is estimated to collect approximately $12.2 million in tax revenues.

The largest single contributor to City tax revenues is lodging sales tax, estimated at approximately $6.9 million over the 10-year operational period. Additional tax revenues are generated through retail, restaurant and bar activity, construction-related sales tax collections, and state shared revenues distributed to the City under statutory formulas.

These revenues represent fiscal benefits to Avondale's General Fund that would not otherwise occur absent the project.

Figure 3: Total City Fiscal Impact of Construction & 10 Years of Operations

Impact Type	Hotel Construction	10 Years of Hotel Operations	10 Years of Conference Center Activity	Total
Construction Sales Tax (1)	$711,300	-	-	$711,300
Utility Sales Tax (2)	-	$118,800	-	$118,800
Retail Sales Tax (3)	$18,100	$1,241,300	$721,000	$1,980,400
Restaurant & Bar Sales Tax (4)	-	$1,063,700	$641,000	$1,704,700
Lodging Sales Tax (5)	-	$4,610,000	$2,334,000	$6,944,000
Commercial Property Tax (6)	-	$282,900	-	$282,900
Residential Property Tax (7)	$14,400	$23,400	-	$37,800
State Shared Revenues (8)	$51,400	$285,600	$84,000	$421,300
Total	$795,200	$7,625,700	$3,780,000	$12,201,200

(1) Includes sales tax revenues generated from materials, contracting, and construction-related activity. (2) Include sales taxes on electricity and water used by the hotel. (3) Includes sales taxes generated from visitor spending, on-site hotel retail sales, and household spending by employees. (4) Includes sales taxes from on- and off-site restaurant and bar sales. (5) Includes sales taxes on room bookings, including additional lodging revenues generated by conference attendees staying at other hotels in Avondale. (6) Commercial property tax revenues are excluded during the 7.5-year ground lease term, as the City of Avondale is assumed to retain land ownership during that period. (7) Includes property tax revenues attributed to households supported by employment. (8) Includes the county's portion of state shared revenues generated from state-level collections. Note: Estimates represent average annual impacts. May not sum to totals due to rounding. Source: Rounds Consulting Group, Inc.

City Public Benefits and Obligations

The proposed hotel and conference center project will deliver substantial fiscal and community benefits to the City of Avondale that exceed the value of its financial obligations. The project not only enhances the City's tourism and hospitality offerings but also strengthens its long-term tax base and aligns with community and economic development priorities.

City Public Benefits

- Fiscal Revenues Supporting City Services: Over the construction period and 10 years operations, the City of Avondale is projected to receive approximately $12.2 million in tax revenues. These revenues will support the City's General Fund and essential municipal services, including public safety, parks, infrastructure maintenance, and community programs.

  Note: These revenues represent new fiscal resources that would not otherwise be generated absent the project.

- City Marking Value: The hotel's gift shop will provide approximately 300 square feet of retail space for the sale of Avondale-branded merchandise and visitor materials. Based on the average market rental rate of $20 per square foot, this represents a marketing value of $6,000 per year (or $30,000 over 5 years).

  In addition, the City will receive permission from the hotel to play a Destination Avondale video on all in-room televisions for hotel guests. This feature provides a significant new marketing avenue, with an estimated economic benefit of $50,000 per year, or $250,000 over 5 years, based on comparable advertising values for Avondale's current marketing campaigns in the regional market.

  Note: Together, these opportunities represent new promotional and financial value for the City that would not otherwise exist in the marketplace.

- City Priority Event Access: The project agreement reserves up to 30 days of annual use of the on-site conference center for the City of Avondale or its designee, valued at $5,000 per day. This represents a value of $150,000 annually (or $750,000 over 5 years), allowing the City to host priority events, conferences, and civic gatherings that promote tourism, community engagement, and economic development.

  Note: This is a net-new benefit of financial value for the City.

- City Ground Lease Revenues: The project will include a 6.5-year ground lease (78 months), with an optional one-year extension that would bring the total lease term to 7.5 years (90 months). Under this agreement, the developer will pay a nominal lease rate of $1 per month during the initial 18-month pre-construction period. This is followed by a monthly lease of $10,000 (equivalent to $120,000 annually) from months 19 through 54 during the construction phase, and a monthly lease of $15,000 (equivalent to $180,000 annually) from months 55 through 78 once the facility is complete and operational.

  If the one-year extension option is exercised, the lease would continue at the same $15,000 monthly rate ($180,000 annually) through month 90, at which point the developer is required to purchase the property from the City. Over the full 7.5-year term, the City would receive approximately $860,018 in total lease revenues.

  Note: These revenues would not be collected absent the approval of this particular project.

- Property Sale Proceeds: Following the conclusion of the ground lease, the developer is required to purchase the property from the City. The purchase price for the site is $3,262,500, calculated based on 174,000 gross square feet at $18.75 per square foot. If the final survey determines that the site contains more or fewer gross square feet, the purchase price will be automatically adjusted to reflect the actual gross square footage, with the total amount due at closing modified accordingly.

  Note: These revenues would not be collected absent the approval of this particular project.

- Avondale Resident and Business Discounts: To promote community accessibility, the developer will offer discounted access to meeting and event spaces for local residents and businesses. Avondale-based businesses will receive a 30% discount on space rentals for 5 years, while Avondale residents will receive a 20% discount over the same period.

  Based on projected utilization, it is estimated that Avondale residents will take advantage of this discount approximately 50 times per year, resulting in a public benefit of $250,000 over 5 years. Avondale businesses are anticipated to utilize the discounted meeting space roughly 20 days per year, generating an additional $150,000 benefit over 5 years.

  While these values provide a reasonable estimate of the potential impact, actual utilization may vary. Nonetheless, this represents a new-new community benefit for City residents and businesses that would not otherwise exist in the marketplace.

City Obligations

- Infrastructure Improvements: The City will construct half-street improvements along Roosevelt Street from 114th Avenue to Park Avenue to support site access and area connectivity. However, these improvements will be publicly owned and maintained, benefiting all users of the area rather than just the hotel. As such, they should be viewed as citywide infrastructure investments, not project-specific incentives.

  Note: This represents public infrastructure improvements that enhance access and supports future area development.

- Construction Sales Tax Reimbursement: The City will reimburse the developer for unrestricted construction sales tax collection, not to exceed $200,000. Based on estimated total construction sales tax revenues of $711,300, the City will retain approximately $511,300 in net revenues, even after accounting for reimbursements.

  Note: This reimbursement is intended to offset a portion of the private sector's investment in public infrastructure and is only issued after verification of paid construction sales tax receipts.

- Transient Lodging Tax Reimbursement: To assist with early operations, the City will reimburse the developer an amount equal to 2% of net taxable transient lodging tax for the first 3 years, and 1% for the following 2 years, resulting in an estimated total reimbursement of $714,800 over the 5-year period.

  During the same 5-year period, hotel operations are expected to generate approximately $2.1 million in City lodging-related tax revenues (including both the 2.5% retail sales tax and the 2.0% additional bed tax on hotel revenues). Because the 2% reimbursement rate is lower than the City's 2.5% retail tax rate, the City maintains a net positive fiscal return from lodging activity every year, even during the reimbursement period.

  Over the full 10-year analysis period, hotel operations alone are projected to generate nearly $4.6 million in lodging-related tax revenues, resulting in a net positive fiscal impact of approximately $3.9 million to the City from lodging activity.

  In addition to these hotel-based revenues, conference center activity is expected to generate approximately $2.3 million in additional lodging-related tax revenues over the same 10-year period. These revenues stem from overnight attendees staying at other hotels in Avondale during conferences and events held at the facility.

Note: This reimbursement supports private investment in public infrastructure and the financial feasibility of the project. All reimbursements are contingent upon verification of paid transient lodging taxes, ensuring that funds are only issued after the City has received and confirmed the associated tax payments.

- Forgone Commercial Property Taxes: Because the City retains ownership of the land under the ground lease agreement, the property will be exempt from ad valorem commercial taxation during the lease term. This results in approximately $544,100 in foregone commercial property tax revenues over the 7.5-year period in which the lease is active. However, these revenues will resume once the lease expires and the property becomes taxable. This treatment is typical for City-owned land under ground lease agreements, where tax-exempt status applies only for the duration of municipal ownership.

  Note: This represents a temporary condition associated with City land ownership, not a direct financial subsidy. The foregone property taxes are offset by ongoing lease payments and other financial benefits that continue to provide positive revenue streams to the City during the lease term.

- Reduced Building Fees: The City will provide a 50% reduction in development review and building permit fees, reducing up-front costs associated with construction. However, the City will continue to collect the remaining 50%. As such, this represents only a partial reduction in fees rather than a full waiver, resulting in a neutral fiscal impact to the City.

  Note: This reduction in building fees reflects a standard economic development practice used to encourage private investment while ensuring the City recovers a portion of its administrative and permitting costs.

- Development Impact Fees: The City will reimburse development impact fees (excluding water and sewer) up to a maximum of $400,000, supporting the hotel's capital investment and overall project feasibility.

  Note: These reimbursements help offset costs associated with public infrastructure and community-serving improvements that benefit the surrounding area, consistent with common economic development practices.

City Benefits vs. Obligations

As summarized in Figure 4, the proposed hotel project provides substantial fiscal and community benefits that significantly exceed the City's financial commitments. Over a 10-year period, the City of Avondale is projected to realize approximately $17.8 million in public benefits compared to only $1.9 million in City obligations, resulting in a net positive fiscal impact of approximately $15.9 million and a positive return-on-investment (ROI) value for taxpayers in excess of 9:1.

The largest single benefit is derived from local tax revenues, particularly from lodging activity. Additional benefits include marketing exposure and priority event access for City use, both of which contribute long-term community and tourism value.

By contrast, the City's obligations are limited in scope and are time-limited. These consist primarily of partial reimbursements and short-term cost reductions designed to support project public infrastructure and project feasibility. Even after accounting for all reimbursements, the City's net fiscal position remains positive, underscoring the project's ability to enhance Avondale's tax base and strengthen its economic foundation.

The City's financial obligations incorporated into this analysis are based on the current terms and conditions outlined in the development agreement. If those terms are modified in the future, the corresponding fiscal estimates and net benefit calculations presented in this report would change accordingly.

Project Recap

Overall, the project delivers a positive rate of return ratio of approximately 9:1, meaning that for every $1 in City obligations, Avondale taxpayers receive over $9 in fiscal and community benefits. Beyond these quantified measures, the project also provides enhanced tourism visibility and new opportunities for local businesses, further reinforcing the City's long-term economic position.

Since the calculation of enhanced tourism benefits, reductions in retail leakage, and tangential benefits related to infrastructure improvements are excluded from this analysis, the estimated physical benefits to the community can be considered very conservative. It is roughly estimated that the values are understated by as much as 25%.

Figure 4: City Benefits vs. Obligations Over 10 Years			
Category	Public Benefits	City Obligations	Net Benefit
City Tax Revenues [1]	$12,201,200	-	$12,201,200
City Marking Value [2]	$280,000	-	$280,000
City Priority Event Access [3]	$750,000	-	$750,000
Ground Lease Revenues [4]	$860,000	-	$860,000
Property Sale Proceeds [5]	$3,262,500	-	$3,262,500
Resident Room Discount [6]	$250,000	-	$250,000
Business Conference Center Discount [7]	$150,000	-	$150,000
Construction Sales Tax Reimbursement [8]	-	($200,000)	($200,000)
Transient Lodging Tax Reimbursement [9]	-	($714,800)	($714,800)
Foregone Commercial Property Taxes [10]	-	($544,100)	($544,100)
Development Impact Fees Reimbursement [11]	-	($400,000)	($400,000)
Total	$17,753,700	($1,858,900)	$15,894,800

(1) Includes construction sales tax, lodging sales tax (including hotel operations and additional revenues generated by conference center activity), restaurant and bar taxes, retail sales tax, utility tax, property taxes, and state-shared revenues over the construction phase and 10 years of operations. (2) Reflects approximately 300 square feet of retail space in the hotel's gift shop dedicated to Avondale-branded merchandise, valued at $6,000 annually ($30,000 over 5 years), and digital marking exposure on in-room televisions, valued at $50,000 annually ($250,000 over 5 years). (3) Represents the City's use of up to 30 days annually in the hotel's conference center, valued at $5,000 per day ($150,000 per year or $750,000 over 5 years). (4) Reflects ground lease payments of $1/month for 18 months, $120,000 annually during construction phase, and $180,000 annually during operations, totaling approximately $860,000 over the 7.5-year lease term. (5) Represents estimated property sale proceeds of $3,262,500 due to the City at the conclusion of the ground lease when the developer is required to purchase the site. (6) Represents the estimated 5-year community benefit from discounted rooms for Avondale residents. (7) Represents the estimated 5-year community benefit from discounted conference space use by Avondale businesses. (8) The City will reimburse up to $200,000 of construction sales tax. Based on total estimated collections of $711,300, the City will retain a net benefit of $511,300 from construction sales tax revenue. (9) The City will reimburse 2% of net taxable transient lodging sales tax for the first 3 years and 1% for the following 2 years, totaling $714,800. Over 10 years, total lodging-related tax revenues are projected at $6.9 million ($4.6 million from hotel operations and $2.3 million from conference-related lodging), resulting in a net positive impact of approximately $6.2 million from lodging activity. (10) Estimated foregone commercial property tax revenue during the 7.5-year ground lease term while the property remains City-owned. (11) Reflects reimbursement of development impact fees (excluding water and sewer) up to $400,000. Note: May not sum to totals due to rounding. Source: Rounds Consulting Group, Inc.

Supplemental View of City Contributions vs. Community Benefits (5-Year Snapshot)

While the 10-year analysis provides a comprehensive view of the project's impact, a shorter-term perspective can also help illustrate the balance between near-term City contributions and measurable community benefits. The following table isolates the City's direct financial obligations during the initial 5 years of the project and compares them against a conservative subset of community benefits.

This 5-year snapshot focuses only on select tangible and directly quantifiable items, such as reimbursements, discounts, and marketing value, while excluding the broader fiscal benefits (e.g., tax revenues) that are captured in the primary analysis.

Figure 5: City Contributions vs. Community Benefits (5-Year Snapshot)

Category	Public Benefits	City Obligations	Net Benefit
Conference Room Rental Value (1)	$750,000	-	$750,000
Gift Shop "Destination Avondale" Marketing (2)	$30,000	-	$30,000
In-Room TV Marketing Value (3)	$250,000	-	$250,000
Avondale Resident Discount (4)	$250,000	-	$250,000
Avondale Business Discount (5)	$150,000	-	$150,000
Construction Sales Tax Reimbursement (6)	-	($200,000)	($200,000)
Transient Lodging Tax Reimbursement (7)	-	($714,800)	($714,800)
Development Impact Fee Reimbursement (8)	-	($400,000)	($400,000)
Total	$1,430,000	($1,314,800)	$115,200

(1) Represents the City's use of up to 30 days annually in the hotel's conference center, valued at $5,000 per day ($150,000 per year or $750,000 over 5 years). (2) Reflects approximately 300 square feet of retail space in the hotel's gift shop dedicated to Avondale-branded merchandise, valued at $6,000 annually ($30,000 over 5 years). (3) Reflects digital marking exposure on in-room televisions, valued at $50,000 annually ($250,000 over 5 years). (4) Represents the estimated 5-year community benefit from discounted rooms for Avondale residents, valued at $250,000 over 5 years. (5) Represents the estimated 5-year community benefit from discounted conference center use by Avondale businesses, valued at $150,000 over 5 years. (6) The City will reimburse up to $200,000 of construction sales tax. (7) The City will reimburse 2% of net taxable transient lodging sales tax for the first 3 years and 1% for the following 2 years, totaling $714,800. (8) Reflects reimbursement of development impact fees (excluding water and sewer) up to $400,000. Note: May not sum to totals due to rounding. Source: Rounds Consulting Group, Inc.

Impact Model Methodology & Assumptions

RCG used a combination of project-specific data, conservative industry assumptions, and regional input-output modeling to assess the economic and fiscal impacts.

Economic & Fiscal Impact Methodology

The approach to quantifying the economic and financial impacts is grounded in established industry standards and leverages proprietary economic modeling techniques that enhance the analysis. It goes beyond conventional approaches by incorporating tailored adjustments specific to Arizona's economic landscape, including the use of IMPLAN multipliers, to assess direct, indirect, and induced impacts.

An economic and fiscal impact model provides a quantifiable method to estimate the economic impact of a particular activity in any given area. Impacts can be used to measure existing activity and to measure potential expansions/contractions of an area's economy resulting from changes in economic activity. Typically, the level of economic effects resulting from the activity is estimated in terms of economic output, jobs, labor income, and tax revenues. These are defined as:

- Economic output captures the broader level of economic activity, or the total value of goods and services produced in the region, similar to how statistics like gross domestic product (GDP) capture economic volume in individual states and across the country.

- A job is simply one person working a full-time job over a one-year period.

- Labor income represents the income (wages + benefits) earned by employees. The earnings component measures the total change in income throughout the economy due to economic or business activity.

- Tax revenues refer to the estimated annual government tax revenues that are generated by a particular project, policy, business, development, or activity in any given area. For example, the types of taxes analyzed include sales taxes, lodging taxes, state income taxes, and property taxes, among others. The types of activities subject to these taxes include payroll, retail sales, hotel bookings, and real/personal property, to name a few.

The economic and fiscal impacts that occur as a direct consequence of the initial activity create additional activity in the regional economy. This relationship is known as the multiplier or ripple effect. The basis for multiplier effects is the interdependencies between industries, how one industry impacts other sectors, and the cycle of spending and re-spending within the regional economy.

An input-output model generates these multipliers. These multipliers quantify relationships among industries and estimate the extent to which the area being analyzed can capture sales, economic activity, and job impacts within the region.

Input-output models measure impacts based on their source. Direct effects are the result of the initial activity being analyzed. The multiplier effects, or secondary effects, are measured as either indirect or induced. These are defined as:

- Direct effects, or impacts, measure the economic activity at an individual site or the initial economic change attributed to the event under consideration.

- Indirect impacts capture additional economic output, labor income, employment, and tax revenue changes generated as a result of increased or decreased demand in the industries that supply services or products.

- Induced impacts capture additional output, labor income, employment, and tax revenue changes generated as a result of increased spending in the local economy made by the households of both the direct and indirect employees.

A commonly used input-output model framework for generating economic multipliers is IMPLAN (short for "impact analysis for planning"). Originally developed by the U.S. Forest Service in the 1970s, the responsibility for developing IMPLAN data sets shifted to the University of Minnesota as demand for regional models grew.

Now, IMPLAN runs as a private organization and is the leading provider of nationwide economic impact data and analytical software. The RCG custom economic impact model employs this input-output methodology.

Analysis Assumptions

Unless otherwise noted, the assumptions used in this analysis are based on the information provided by the City of Avondale. These inputs were incorporated into the modeling and include total capital expenditures, hotel rooms, occupancy levels, annual room revenues, food and beverage sales, staffing levels, and average wages.

Hotel Room Revenue Assumptions

Hotel room revenues were estimated using a combination of project-specific information provided by the developer, the City, and conservative industry benchmarks.

For this analysis, the average daily rate (ADR) was set at $170 per occupied room. While market data indicates that newer hotels can achieve ADRs above $180, a more conservative value was selected to avoid overstating revenues.

Annual occupancy was modeled at 80%, which is slightly below the regional average ranging from 82% to 85% based on data from CoStar and comparable properties in the West Valley. This conservative assumption reflects potential seasonality and ramp-up considerations during the hotel's initial years of operations.

Based on these assumptions, the hotel is estimated to generate approximately $8.9 million in annual room revenue per year. This serves as the foundation for estimating lodging-related tax collections. As noted, these inputs are intentionally conservative to ensure that the estimated economic and fiscal benefits remain reasonable under typical market conditions.

Visitor Spending Assumptions

Beyond on-site operations, hotels generate substantial visitor spending in local communities. Visitors typically spend money on retail, dining, fuel, groceries, and recreation. These expenditures support additional jobs and tax revenues within the City of Avondale.

Visitor spending estimates are based on Arizona Office of Tourism (AOT) survey data, which provides average daily spending profiles by visitor type. According to these surveys, the average visiting party spends approximately $64 per day on restaurants and food, $41 on transportation (including fuel), $38 on retail, and $34 on recreation and entertainment. These per-party spending levels were then applied to the estimated number of occupied rooms per year.

To remain conservative, a 75% spending leakage rate was applied, meaning it is assumed that ¾ of total visitor spending will occur outside of Avondale (e.g., in Phoenix or other regional destinations). This adjustment ensures that the modeled impacts reflect only the portion of visitor spending that is likely to remain in the city itself.

At the county level, a more moderate 25% leakage rate was applied, reflecting the expectation that most visitor spending will remain within Maricopa County but with some portion still occurring in other parts of the state.

While this approach captures the direct economic effects tied to the hotel, it is important to note that actual benefits to local businesses may be greater depending on the visitor's length of stay, spending patterns, and broader regional tourism linkages.

Conference and Event Attendee Assumptions

The conference center component of the project includes approximately 10,000 square feet of meeting and event space, designed to accommodate a range of corporate, association, and community uses.

Based on standard space-per-person ratios from the International Association of Venue Managers (IAVM) and Meeting Professionals International (MPI), the space can accommodate between 500 to 800 guests depending on the event configuration. For purposes of this analysis, it is conservatively assumed that the facility will host a mix of event types averaging 650 attendees per event.

Data from STR's Host Report, IAVM Venue Performance Report, and Convention Industry Council (CIC) indicates that typical conference centers of this scale operate at 40% to 50% annual event-day utilization, equivalent to 150 to 220 event days per year. This analysis utilizes a midpoint utilization rate of 45%, or roughly 165 event days annually. Applying the average of 650 attendees per event results in an estimated annual attendance of approximately 107,000 individuals.

According to CIC studies, 45% to 55% of U.S. conference and meeting attendees stay overnight. To estimate lodging and visitor impacts, it is assumed that approximately half (50%) of all conference attendees are overnight visitors, while the remaining half are local or day-trip attendees. Among the overnight attendees, those staying at the host hotel are already captured within the modeled 80% occupancy rate and associated hotel revenues.

However, it is further assumed that half of the overnight attendees (25% of total attendees) will stay at other hotels in Avondale, generating spillover lodging activity that benefits multiple hospitality operators in the City. These additional visitors will also spend money at local restaurants, retail stores, gas stations, and entertainment venues, creating incremental economic and fiscal impacts beyond the hotel's direct operations.

To maintain a conservative approach, the 75% leakage rate on retail, food, and recreation/entertainment spending described in the Visitor Spending Assumptions section is applied to these conference-related spending estimates. This adjustment assumes that only 1/4th of total attendee spending will occur within Avondale, ensuring that the modeled local impacts remain well within achievable ranges.

Analysis Disclosure

The assumptions and data used in this analysis are subject to marginal uncertainty and variation. Therefore, actual impacts may vary, and some impacts may not materialize due to unanticipated events and changing circumstances. However, RCG has made extensive efforts to confirm the accuracy of the information contained in this analysis. These projections are intended to provide an estimate based on current information and should not be viewed as guarantees of future performance.

Unless otherwise noted, the figures and estimates presented are based on the author's calculations and proprietary impact model. Readers are advised to review the entire report to understand the full context, methodologies, assumptions, and limitations of the analysis. Partial reading of the report may lead to misinterpretation of the findings and conclusions.

Economic & Fiscal Impacts

The City of Avondale is poised to benefit from the development of a new full-service hotel that will expand the community's lodging and amenities offerings. This project represents a $48.4 million private investment that combines both accommodations and amenities, including a meeting space, pool, and restaurant and bar.

The project will create direct employment opportunities and generate new tax revenues. Once complete, the hotel is estimated to support approximately 34 FTE on-site positions. Beyond the on-site workforce, visitor activity will introduce new spending into the community as guests purchase food, fuel, groceries, and retail goods during their stays.

The analysis highlights two phases of economic impact:

- Construction Phase – The one-time effects associated with the $48.4 million in development expenditures.

- Operations Phase – The ongoing annual impacts from the hotel's management, staffing, and visitor spending once the project is open.

Together, these impacts demonstrate the value of the project as both a short-term economic driver and a long-term contributor to Avondale's fiscal and community vitality.

Hotel Construction Phase Impacts

The one-time construction phase represents a significant investment in the Avondale economy. Based on the $48.4 million in capital expenditures, construction is expected to generate a total of more than $84.3 million in economic output, supporting approximately 415 jobs and $29.9 million in labor income.

The majority of this impact comes from direct activity associated with construction itself, contractors, construction workers, and professional services directly tied to the hotel's development. These direct impacts account for 238 construction-related jobs, $18.1 million in labor income, and approximately $48.4 million in economic output.

In addition, the project produces indirect and induced impacts, often referred to as "ripple effects." Indirect impacts arise when construction firms purchase goods and services from local vendors (e.g., materials, equipment rentals, or professional services). Induced impacts occur when

construction workers spend their earnings on household needs such as groceries, dining, and retail. Combined, these ripple effects support 176 jobs, $11.8 million in additional labor income, and $35.9 million in economic output.

From a fiscal perspective, the construction activity is expected to generate approximately $795,200 in City tax revenues, with the majority of these revenues ($711,300) generated from local sales taxes on construction expenditures.

Figure 6: Economic and Fiscal Impact of Construction				
Impact Type	Direct	Indirect	Induced	Total
Jobs	238	63	113	415
Labor Income	$18,091,300	$4,892,300	$6,893,300	$29,876,900
Economic Output	$48,400,000	$15,124,800	$20,799,300	$84,324,100
Tax Revenues	$3,425,300	$225,700	$348,300	$3,999,300
State Taxes	$2,212,700	$176,500	$264,600	$2,653,800
County Taxes	$447,400	$37,800	$65,100	$550,300
City Taxes	$765,200	$11,400	$18,600	$795,200

Note: All state revenues are presented net of state shared distributions to local governments. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Figure 7: Fiscal Impact of Construction – City of Avondale				
Impact Type	Direct	Indirect	Induced	Total
Construction Sales Tax (1)	$711,300	-	-	$711,300
Retail Sales Tax (2)	$10,700	$2,900	$4,500	$18,100
Residential Property Tax (3)	$8,300	$2,200	$3,900	$14,400
Personal Income & Payroll Taxes (4)	-	-	-	-
Vehicle License Tax & Fees (5)	-	-	-	-
State Shared Revenues (6)	$34,900	$6,300	$10,200	$51,400
Total	$765,200	$11,400	$18,600	$795,200

(1) Includes sales tax on materials and construction-related services directly tied to the $48.4 million capital investment. (2) Captures sales taxes generated from retail purchases of goods and services during the construction phase, both directly by construction workers and indirectly through supplier purchases and household spending. (3) Includes property tax revenues attributed to households supported by employment. (4) Not applicable at the city level. (5) Not applicable at the City level. (6) Reflects revenue distributed to the City from the State of Arizona under statutory revenue-sharing formulas, tied to sales and income tax collections at the state level.
Note: May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Average Annual Hotel Operational Phase Impacts

Once operational, the hotel will sustain an average of 61 jobs, including the equivalent of 34 full-time on-site direct positions such as management, reservations, housekeeping, and maintenance staff. Annual direct labor income is projected to average approximately $2.5 million, while direct economic output is estimated at $7.0 million per year.

Indirect impacts arise when the hotel and local businesses purchase goods and services from area vendors, while induced impacts occur as direct and indirect employees spend their earnings on household and leisure goods and services. Together, these impacts support 27 FTEs, $1.7 million in labor income, and $5.0 million in economic output each year on average.

From a fiscal standpoint, annual operations are expected to generate approximately $762,700 in City tax revenues each year. These revenues are derived from a combination of sales taxes on hotel bookings, employee household spending, and retail expenditures made on-site and throughout the community by visiting hotel guests.

Note: This analysis assumes that the City of Avondale will retain ownership of the land during a 7.5-year ground lease. Accordingly, commercial property tax revenues are excluded from the fiscal estimates during that period.

Figure 8: Average Annual Economic and Fiscal Impact of Operations

Impact Type	Direct	Indirect	Induced	Total
Jobs	34	11	16	61
Labor Income	$2,475,000	$754,000	$967,100	$4,196,100
Economic Output	$6,995,800	$2,107,800	$2,918,400	$12,022,000
Tax Revenues	$2,567,300	$36,800	$49,000	$2,653,100
State Taxes	$1,298,700	$28,200	$37,200	$1,364,100
County Taxes	$510,500	$6,600	$9,200	$526,300
City Taxes	$758,100	$2,000	$2,600	$762,700

Note: Estimates represent average annual impacts. All state revenues are presented net of state shared distributions to local governments. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Figure 9: Average Annual Fiscal Impact of Operations – City of Avondale				
Impact Type	Direct	Indirect	Induced	Total
Utility Sales Tax (1)	$11,900	-	-	$11,900
Retail Sales Tax (2)	$123,000	$500	$600	$124,100
Restaurant & Bar Sales Tax (3)	$106,400	-	-	$106,400
Lodging Sales Tax (4)	$461,000	-	-	$461,000
Commercial Property Tax (5)	$28,300	-	-	$28,300
Residential Property Tax (6)	$1,400	$400	$600	$2,400
Personal Income & Payroll Taxes (7)	-	-	-	-
Vehicle License Tax & Fees (8)	-	-	-	-
State Shared Revenues (9)	$26,100	$1,100	$1,400	$28,600
Total	$758,100	$2,000	$2,600	$762,700

(1) Include sales taxes on electricity and water used by the hotel. (2) Includes sales taxes generated from visitor spending, on-site hotel retail sales, and household spending by employees. (3) Includes sales taxes from on-site restaurant and bar sales. (4) Includes sales taxes on room bookings. (5) Commercial property tax revenues are excluded during the 7.5-year ground lease term, as the City of Avondale is assumed to retain land ownership during that period. (6) Includes property tax revenues attributed to households supported by employment. (7) Not applicable at the city level. (8) Not applicable at the city level. (9) Includes the county's portion of state shared revenues generated from state-level collections.
Note: Estimates represent average annual impacts. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

10-Year Hotel Operational Phase Impacts

Over a 10-year period, the hotel is expected to sustain 606 job-years (the equivalent of 61 jobs per year over 10 years), generate approximately $42.0 million in labor income, and produce $120.2 million in economic output.

From a fiscal standpoint, operations are projected to generate approximately $7.6 million in City tax revenues over 10 years.

Figure 10: 10-Year Economic and Fiscal Impact of Operations				
Impact Type	Direct	Indirect	Induced	Total
Job-Years	335	112	159	606
Labor Income	$24,750,100	$7,540,400	$9,670,600	$41,961,100
Economic Output	$69,958,100	$21,078,400	$29,183,800	$120,220,300
Tax Revenues	$25,669,700	$365,900	$488,900	$26,524,500
State Taxes	$12,985,100	$281,600	$371,300	$13,638,000
County Taxes	$5,103,600	$65,400	$91,500	$5,260,500
City Taxes	$7,581,000	$18,900	$26,100	$7,626,000

Note: Estimates represent cumulative impacts over 10 years. All state revenues are presented net of state shared distributions to local governments. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Figure 11: 10-Year Fiscal Impact of Operations – City of Avondale				
Impact Type	Direct	Indirect	Induced	Total
Utility Sales Tax (1)	$118,800	-	-	$118,800
Retail Sales Tax (2)	$1,230,400	$4,600	$6,300	$1,241,300
Restaurant & Bar Sales Tax (3)	$1,063,700	-	-	$1,063,700
Lodging Sales Tax (4)	$4,610,000	-	-	$4,610,000
Commercial Property Tax (5)	$282,900	-	-	$282,900
Residential Property Tax (6)	$14,100	$3,800	$5,500	$23,400
Personal Income & Payroll Taxes (7)	-	-	-	-
Vehicle License Tax & Fees (8)	-	-	-	-
State Shared Revenues (9)	$260,800	$10,500	$14,300	$285,600
Total	$7,580,700	$18,900	$26,100	$7,625,700

(1) Include sales taxes on electricity and water used by the hotel. (2) Includes sales taxes generated from visitor spending, on-site hotel retail sales, and household spending by employees. (3) Includes sales taxes from on-site restaurant and bar sales. (4) Includes sales taxes on room bookings. (5) Commercial property tax revenues are excluded during the 7.5-year ground lease term, as the City of Avondale is assumed to retain land ownership during that period. (6) Includes property tax revenues attributed to households supported by employment. (7) Not applicable at the city level. (8) Not applicable at the city level. (9) Includes the county's portion of state shared revenues generated from state-level collections.
Note: Estimates represent cumulative impacts over 10 years. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Additional Considerations

In addition to the impacts generated by hotel on-site operations, the proposed conference center is expected to attract a mix of corporate, association, and community events that extend beyond typical hotel guest stays.

Conferences and events held at the center will bring additional visitors who may not stay overnight at the host hotel due to room availability, price, or group size. Many of these attendees are expected to stay at nearby hotels in Avondale, resulting in spillover lodging activity that benefits multiple hospitality operators throughout the City. These overnight stays will generate additional lodging and retail sales tax revenues not captured in the base hotel operations impact.

Additional Fiscal Impacts Related to Conference Center Activity

Beyond the fiscal impacts generated by the hotel's operations, the conference center is expected to produce $378,000 in additional annual tax revenues for the City of Avondale.

Of this annual total, an estimated $233,400 is derived from lodging-related taxes generated by overnight attendees staying at other hotels within the City, while approximately $136,200 is attributed to retail, restaurant and bar, and entertainment spending occurring in the community.

Over a 10-year period, these additional revenues are projected to total approximately $3.8 million, representing a meaningful enhancement to the City's overall fiscal benefits beyond those directly associated with the hotel's operations.

Figure 12: Additional Fiscal Impacts Related to Conference Center Activity – City of Avondale

Impact Type	Annual Average	10-Year Total
Retail Sales Tax (1)	$72,100	$721,000
Restaurant & Bar Sales Tax (2)	$64,100	$641,000
Lodging Sales Tax (3)	$233,400	$2,334,000
State Shared Revenues (4)	$8,400	$84,000
Total	$378,000	$3,780,000

(1) Includes sales taxes generated from retail and entertainment purchases by conference attendees in Avondale. (2) Includes sales taxes generated from restaurant and bar spending by attendees in Avondale. (3) Reflects lodging tax revenues generated by overnight conference attendees staying at other hotels in Avondale, not captured in the base hotel model. (4) Represents Avondale's portion of state shared revenues distributed under statutory formulas, based on state-level tax collections. Note: Estimates represent average annual impacts and cumulative totals over 10 years. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Additional Impacts Related to Business Development

The conference center will also host City-sponsored and civic events, as Avondale will have access to event days under the development agreement. This will allow the City to hold economic development summits, tourism events, business programs, and community gatherings.

In addition to enhancing civic engagement, these events will play a direct role in business attraction and retention by providing opportunities for Avondale to showcase its assets to potential employers, investors, and regional partners. Although this impact is not monetized in this economic analysis, the benefits to the City's long-term economic competitiveness is both real and substantial.

These activities are expected to position Avondale as a regional destination for business and community meetings, reducing leakage to other West Valley cities and strengthening the City's long-term hospitality base. As conferences and City events draw repeat and first-time visitors to the area, this activity will help catalyze additional private investment in retail, dining, and visitor-serving amenities, further reinforcing the economic return to the City.

Appendix A: State & County Tax Revenues

It is important to note that additional economic and fiscal impacts would benefit taxpayers across the entire state as well as throughout Maricopa County.

Fiscal Impact of Construction

Figure 13: Fiscal Impact of Construction – State of Arizona

Impact Type	Direct	Indirect	Induced	Total
Construction Sales Tax (1)	$1,555,700	-	-	$1,555,700
Retail Sales Tax (2)	$185,900	$49,800	$76,900	$312,600
Residential Property Tax (3)	-	-	-	-
Personal Income & Payroll Taxes (4)	$429,500	$115,800	$167,900	$713,200
Vehicle License Tax & Fees (5)	$41,600	$10,900	$19,800	$72,300
State Shared Revenues (6)	-	-	-	-
Total	$2,212,700	$176,500	$264,600	$2,653,800

(1) Includes sales tax on materials and construction-related services directly tied to the $48.4 million capital investment. (2) Captures sales taxes generated from retail purchases of goods and services during the construction phase, both directly by construction workers and indirectly through supplier purchases and household spending. (3) Not applicable for the state level. (4) Reflects state revenues from wages and salaries earned by workers supported by construction activity. (5) Represents state revenue from vehicle registrations and related fees tied to construction-related employment. (6) Not applicable at the state level.
Note: All state revenues are presented net of state shared distributions to local governments. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Figure 14: Fiscal Impact of Construction – Maricopa County				
Impact Type	Direct	Indirect	Induced	Total
Construction Sales Tax (1)	$220,200	-	-	$220,200
Retail Sales Tax (2)	$25,900	$6,900	$10,700	$43,500
Residential Property Tax (3)	$61,300	$16,100	$29,200	$106,600
Personal Income & Payroll Taxes (4)	-	-	-	-
Vehicle License Tax & Fees (5)	-	-	-	-
State Shared Revenues (6)	$140,000	$14,800	$25,200	$180,000
Total	$447,400	$37,800	$65,100	$550,300

(1) Includes sales tax on materials and construction-related services directly tied to the $48.4 million capital investment. (2) Captures sales taxes generated from retail purchases of goods and services during the construction phase, both directly by construction workers and indirectly through supplier purchases and household spending. (3) Accounts for county property tax revenues from residential demand associated with the temporary construction workforce. (4) Not applicable at the county level. (5) Not applicable at the county level. (6) Reflects county revenues received through statutory revenue-sharing mechanisms from the State of Arizona that are linked to construction-related sales tax collections.
Note: May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

Average Annual Fiscal Impact of Operations

Figure 15: Average Annual Fiscal Impact of Operations – State of Arizona				
Impact Type	Direct	Indirect	Induced	Total
Utility Sales Tax (1)	$23,500	-	-	$23,500
Retail Sales Tax (2)	$562,000	$8,100	$10,800	$580,900
Restaurant & Bar Sales Tax (3)	$194,500	-		$194,500
Lodging Sales Tax (4)	$455,800	-	-	$455,800
Commercial Property Tax (5)	-	-	-	-
Residential Property Tax (6)	-	-	-	-
Personal Income & Payroll Taxes (7)	$55,200	$18,100	$23,600	$96,900
Vehicle License Tax & Fees (8)	$6,700	$2,000	$2,800	$11,500
State Shared Revenues (9)	-	-	-	-
Total	$1,297,700	$28,200	$37,200	$1,363,100

(1) Include sales taxes on electricity and water used by the hotel. (2) Includes sales taxes generated from visitor spending, on-site hotel retail sales, and household spending by employees. (3) Includes sales taxes from on-site restaurant and bar sales. (4) Includes sales taxes on room bookings. (5) Not applicable at the state level. (6) Not applicable at the state level. (7) Includes state income taxes on payroll-related taxes generated by employees. (8) Includes estimated revenues from vehicle license taxes and associated fees attributed to households supported by employment. (9) Not applicable at the state level.

Note: Estimates represent average annual impacts. All state tax revenues are presented net of state shared distributions to local governments. May not sum to totals due to rounding.

Source: Rounds Consulting Group, Inc.

Figure 16: Average Annual Fiscal Impact of Operations – Maricopa County				
Impact Type	Direct	Indirect	Induced	Total
Utility Sales Tax (1)	$3,400	-	-	$3,400
Retail Sales Tax (2)	$75,900	$1,100	$1,500	$78,500
Restaurant & Bar Sales Tax (3)	$24,200	-	-	$24,200
Lodging Sales Tax (4)	$197,500	-	-	$197,500
Commercial Property Tax (5)	$19,600	-	-	$19,600
Residential Property Tax (6)	$10,400	$2,900	$4,100	$17,400
Personal Income & Payroll Taxes (7)	-	-	-	-
Vehicle License Tax & Fees (8)	-	-	-	-
State Shared Revenues (9)	$179,500	$2,600	$3,600	$185,700
Total	$510,500	$6,600	$9,200	$526,300

(1) Include sales taxes on electricity and water used by the hotel. (2) Includes sales taxes generated from visitor spending, on-site hotel retail sales, and household spending by employees. (3) Includes sales taxes from on-site restaurant and bar sales. (4) Includes sales taxes on room bookings. (5) Commercial property tax revenues are excluded during the 7.5-year ground lease term, as the City of Avondale is assumed to retain land ownership during that period. (6) Includes property tax revenues attributed to households supported by employment. (7) Not applicable at the county level. (8) Not applicable at the county level. (9) Includes the county's portion of state shared revenues generated from state-level collections.
Note: Estimates represent average annual impacts. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

10-Year Fiscal Impact of Operations

Figure 17: 10-Year Fiscal Impact of Operations – State of Arizona				
Impact Type	Direct	Indirect	Induced	Total
Utility Sales Tax (1)	$234,600	-	-	$234,600
Retail Sales Tax (2)	$5,619,300	$80,800	$107,900	$5,808,000
Restaurant & Bar Sales Tax (3)	$1,944,700	-	-	$1,944,700
Lodging Sales Tax (4)	$4,558,000	-	-	$4,558,000
Commercial Property Tax (5)	-	-	-	-
Residential Property Tax (6)	-	-	-	-
Personal Income & Payroll Taxes (7)	$551,600	$181,300	$235,600	$968,500
Vehicle License Tax & Fees (8)	$67,000	$19,500	$27,800	$114,300
State Shared Revenues (9)	-	-	-	-
Total	$12,975,200	$281,600	$371,300	$13,628,100

(1) Include sales taxes on electricity and water used by the hotel. (2) Includes sales taxes generated from visitor spending, on-site hotel retail sales, and household spending by employees. (3) Includes sales taxes from on-site restaurant and bar sales. (4) Includes sales taxes on room bookings. (5) Not applicable at the state level. (6) Not applicable at the state level. (7) Includes state income taxes on payroll-related taxes generated by employees. (8) Includes estimated revenues from vehicle license taxes and associated fees attributed to households supported by employment. (9) Not applicable at the state level.

Note: Estimates represent cumulative impacts over 10 years. All state tax revenues are presented net of state shared distributions to local governments. May not sum to totals due to rounding.

Source: Rounds Consulting Group, Inc.

Figure 18: 10-Year Fiscal Impact of Operations – Maricopa County				
Impact Type	Direct	Indirect	Induced	Total
Utility Sales Tax (1)	$33,800	-	-	$33,800
Retail Sales Tax (2)	$757,900	$11,200	$15,100	$784,200
Restaurant & Bar Sales Tax (3)	$241,800	-	-	$241,800
Lodging Sales Tax (4)	$1,975,200	-	-	$1,975,200
Commercial Property Tax (5)	$196,300	-	-	$196,300
Residential Property Tax (6)	$103,500	$28,700	$40,900	$173,100
Personal Income & Payroll Taxes (7)	-	-	-	-
Vehicle License Tax & Fees (8)	-	-	-	-
State Shared Revenues (9)	$1,795,100	$25,500	$35,500	$1,856,100
Total	$5,103,600	$65,400	$91,500	$5,260,500

(1) Include sales taxes on electricity and water used by the hotel. (2) Includes sales taxes generated from visitor spending, on-site hotel retail sales, and household spending by employees. (3) Includes sales taxes from on-site restaurant and bar sales. (4) Includes sales taxes on room bookings. (5) Commercial property tax revenues are excluded during the 7.5-year ground lease term, as the City of Avondale is assumed to retain land ownership during that period. (6) Includes property tax revenues attributed to households supported by employment. (7) Not applicable at the county level. (8) Not applicable at the county level. (9) Includes the county's portion of state shared revenues generated from state-level collections.
Note: Estimates represent cumulative impacts over 10 years. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

CITY COUNCIL REPORT

ITEM NUMBER: 5.c.

SUBJECT: Resolution 1060-1025 - Avondale's Strategic Plan For Homelessness Resolution

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director

THROUGH: Dale Nannenga, Deputy City Manager, (623) 333-1017

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life. This item will allow the City to implement a comprehensive and strategic approach to address the issue of homelessness and enhance well-being across the community.

PURPOSE:
City Council will receive an update from staff regarding the City's Strategic Plan for Homelessness Resolution and consider a request to adopt Resolution 1060-1025, adopting the Strategic Plan for Homelessness Resolution 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 2019, the City of Avondale, through a partnership with Maricopa County Human Services Department, implemented emergency shelter services, outreach, and case management for Avondale community members experiencing homelessness. This agreement with Maricopa County served as the catalyst for ongoing partnerships with Lutheran Social Services to provide shelter services through their Interfaith Homeless Emergency Lodging Program (I-HELP), Phoenix Rescue Mission to provide Street Outreach and Case Management Services, and an internal City position to assist in managing the City's response to homelessness.

During 2019, the Neighborhood and Family Services Department also secured the professional consulting services of Harris Consulting to assist the City through the process of developing a community-wide strategic plan to address homelessness in Avondale. The assessment provided a specific set of recommended goals that were to be accomplished within a three (3) to four (4) year time frame. All goals included in the plan have been accomplished and are incorporated into the City's ongoing strategy.

Through a Request for Proposals, the City procured the services of a third-party consulting agency, Public

Works, LLC (PWLLC) in November 2023 to develop a Strategic Plan for Homelessness Resolution. The intent of this plan is to guide the City's response to the homelessness crisis over the next five (5) years. Over the course of the engagement, the Neighborhood and Family Services Department has supported PWLLC's research, discovery, review, and analysis. Stakeholder engagement included focus groups, individual interviews, and a community symposium on February 28, 2024.

On May 20, 2025, City Staff presented the proposed Strategic Plan for Homelessness Resolution. Council provided feedback and set a future date to revisit the plan's adoption.

DISCUSSION:

The Homeless Services Division will present the proposed Strategic Plan for Homelessness Resolution. The plan is the culmination of a several-month engagement with an independent consultant. The presentation and plan will highlight the history and context of the project and a presentation of objectives. The Strategic Plan for Homelessness Resolution lays out the City's vision, goals, initiatives, opportunities, needs, and priorities for the next five years related to homelessness.

BUDGET IMPACT:

There is no budgetary impact.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution adopting the Strategic Plan for Homelessness Resolution and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: *Brian Planty*

RESOLUTION NO. 1060-1025

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE AVONDALE STRATEGIC FIVE-YEAR PLAN FOR HOMELESSNESS.

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

SECTION 1. The Avondale Strategic Five-Year Plan for Homelessness is hereby adopted 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 carry out the purpose and intent of this Resolution.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, October 20, 2025.

_____
Mike Pineda, Mayor

ATTEST:

_____
Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1060-1025

[Avondale Strategic Five-Year Plan for Homelessness]

See following pages.

Avondale

Strategic Plan for

Homelessness Resolution

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EXECUTIVE SUMMARY

The Avondale Strategic Plan for Homelessness Resolution lays out the City's vision, goals, initiatives, opportunities, challenges, needs, and priorities for resolving homelessness from 2025 to 2030.

The personal implications of homelessness can affect multiple generations and the overall community. They affect neighborhoods, schools, the economy, and public safety. Both the causes and effects of homelessness touch on every aspect of daily life and public policy, including the private housing market and government housing policies, planning and zoning decisions, policing and emergency services, social services and public health institutions, businesses, and residents throughout Avondale. While the homeless population, by most accounts, is at a manageable levels today in Avondale, rising poverty rates and high housing costs are jeopardizing housing security for residents, with many just one health crisis, job loss, or rent increase away from becoming un-housed. Resolving homelessness starts with housing. Without a concentrated effort to keep more people housed and to ensure that Avondale produces and maintains a diverse housing portfolio, the city should expect to spend more to reduce homelessness, as the number of homeless residents will likely increase.

In partnership with the City's Community Solutions Team and the Street Outreach, Navigation, and Resources (SONAR) Team, Avondale is pursuing a comprehensive strategy for addressing homelessness, with clear implementation steps with short-term, medium, and long-term outcomes.

POINT-IN-TIME-COUNT
(Unsheltered Count)

Year	Avondale	Regional
2022	59	5,029
2023	45	4,908
2024	46	4,706
2025	62	5,207

The Point-in-Time Count (PITC) is a one-night census required by congress to estimate the number of people experiencing homelessness. It helps shape funding decisions, inform policy, and identify service needs. While it does not capture everyone and reflects only a single night, it remains one of many tools we use to track visible trends. Avondale's PIT Count increases mirror region-wide trends, highlighting the regional nature of homelessness and the need for coordinated action under the Pathways Home framework.

ACCOMPLISHMENTS TIMELINE

2019

Launched services to address homelessness in partnership with Maricopa County, which included the creation of a City position to oversee the homelessness response.

2020

Responded to pandemic related housing instability through emergency hotel placements and expanded regional partnerships to support unsheltered residents during lock down.

2021

Hired a Homeless Services Coordinator using ARPA funds and committed $650,000 to a Family Bridge Housing program.

2022

Formally established the Homeless Services Division and launched the SONAR Team. SONAR has been highly effective in establishing trust and rapport with individuals experiencing homelessness and, as a result, has connected 205 individuals with shelter, housing, and treatment services.

2023

Expanded outreach capacity, added family specific homeless services, and strengthened regional coordination; Secured $1.7 million from Maricopa County and $613,000 in City ARPA funds to restart Bridge Housing development.

2024

Third party consultant hired to lead development of the Strategic Plan for Homelessness Resolution; selected an architectural team to redesign and advance the Bridge Housing project.

2025+

Approved final design for Bridge Housing; adopted the Strategic Plan for Homelessness Resolution to guide implementation through 2030.

BACKGROUND

2019

In 2019, the City of Avondale, in partnership with the Maricopa County Human Services Department, launched a coordinated response to homelessness by implementing emergency shelter services, outreach, and case management for residents experiencing homelessness. This foundational agreement served as a catalyst for expanded collaborations, including partnerships with Lutheran Social Services - through their Interfaith Homeless Emergency Lodging Program (I-HELP) and Phoenix Rescue Mission, which provides street outreach and case management. That same year, the City created a position to oversee and support its homelessness response efforts.

Also in 2019, the Neighborhood and Family Services Department engaged Harris Consulting to develop a comprehensive, community-wide strategic plan to address homelessness. The resulting plan outlined a series of targeted goals to be achieved within 3 to 4 years. All recommended objectives were completed and have since been integrated into the City's ongoing strategy.

2021

In 2021, with funding from the American Rescue Plan Act (ARPA), the City added a Homeless Services Coordinator to the Neighborhood and Family Services team. This position enhanced coordination among City departments, community partners, and public safety agencies, while also supporting direct service delivery at the Arizona Complete Health Avondale Resource Center.

On July 5, 2021, the City Council approved $650,000 in funding for the development of a Family Bridge Housing program with multiple two-bedroom, single-family units. On December 7, 2021, the City entered into an agreement with a Design-Build General Contractor selected through a competitive process for the design and construction of 3 units. The project budget was later increased to $750,000 in the FY 2023 budget. However, on August 24, 2022, the project was paused due to supply chain difficulties, rising construction costs, and contractor performance issues, leaving a remaining project budget of $640,000.

2022

Building on this momentum, the City established a dedicated Homeless Services Division within the Neighborhood and Family Services Department in 2022. Four new multidisciplinary roles were added to advance the City's goal of making homelessness rare, brief, and non-recurring. The Street Outreach, Navigation, and Resources (SONAR) Team was launched, consisting of a Homeless Outreach and Solutions Coordinator, a Homeless Outreach Specialist, and a Homeless Crisis Intervention Coordinator. The SONAR team has been highly effective in establishing trust and rapport with individuals experiencing homelessness and, as a result, has connected 205 individuals with shelter, housing, and treatment services since its inception. In October 2022, the Maricopa County Human Services Department approached the Neighborhood and Family Services Department with funding for shelter development, including bridge housing. Currently, there are no shelter options for families with minor children in Avondale or the West Valley.

Under the proposed agreement, the Maricopa County Human Services Department provided $1,700,000 for the design and construction of six (6) low-barrier bridge shelter units for families. Each unit will accommodate at least one adult with one or more minor children and be designed to house up to two adults and three children. The City has contributed $613,000 in ARPA funds toward design and construction.

2023

In November 2023, the City selected Public Works, LLC (PWLLC) through a competitive Request for Proposals process to develop a five-year Strategic Plan for Homelessness Resolution. During this engagement, PWLLC conducted extensive research and analysis with support from the Neighborhood and Family Services Department. Stakeholder input included focus groups and one-on-one interviews.

2024

In the summer of 2024, the City procured design and development services through a competitive process. Architectural Resource Team (ART). ART has designed projects across Arizona and brings a unique, holistic approach to affordable and mixed-use design.

During the engagement with PWLLC, a community symposium held on February 28, 2024. A draft outline of the strategic plan was presented to the City Council on May 20, 2024, and implementation efforts are currently underway.

2025

The final plans for the Avondale Family Bridge Housing units were approved in spring of 2025, and the City will procure construction services with an anticipated completion in January 2026. The City will use HOME ARP funding to ensure supportive services continue through 2030.

The development site remains unchanged: City-owned land on Elisio C. Felix Jr. Drive across from the Avondale Resource Center. The City will retain land ownership and issue a long-term lease or similar agreement with a nonprofit organization. While these units will be integrated into the Maricopa Regional Continuum of Care, priority will be given to families with a last known address in Avondale or a significant local connection (e.g., school enrollment). The City intends to partner with an experienced non-profit organization for the ongoing operation of the Avondale Family Bridge Housing Program.

VISION STATEMENT

We envision Avondale as a community where everyone has a safe and healthy place to call home with equitable opportunities to experience prosperity, well-being, and happiness.

GUIDING PRINCIPALS

A "Place Called Home"

We believe this is the foundation from which individuals and families are nurtured and thrive, offering them a haven that supports a healthy, fulfilling quality of life. Everyone deserves and benefits from a place called home.

People first

We recognize that experiencing homelessness can touch anyone's life. Truthfulness, follow through, persistence, and consistency are foundational to our relationships with our clients and fulfilling our mission.

Stewardship starts with us

We fully appreciate that we have been entrusted to expend, harvest, and leverage valuable community resources by responsibly managing them through well-informed, transparent decision-making. We value collecting and analyzing data that measures the collective impact of our community's efforts to prevent, solve, and effectively address the experience of homelessness.

We believe in the inherent good and potential of all

We believe in the inherent good and potential of all members of our community. With the addition of the SONAR Team, Avondale continues to honor and share the stories of those experiencing homelessness. Doing so enhances the community's knowledge of the causes and hardships of those experiencing homelessness, along with the resilience and support needed to overcome them.

NEEDS ASSESSMENT & DATA COLLECTION METHODOLOGY

Stakeholder Engagement

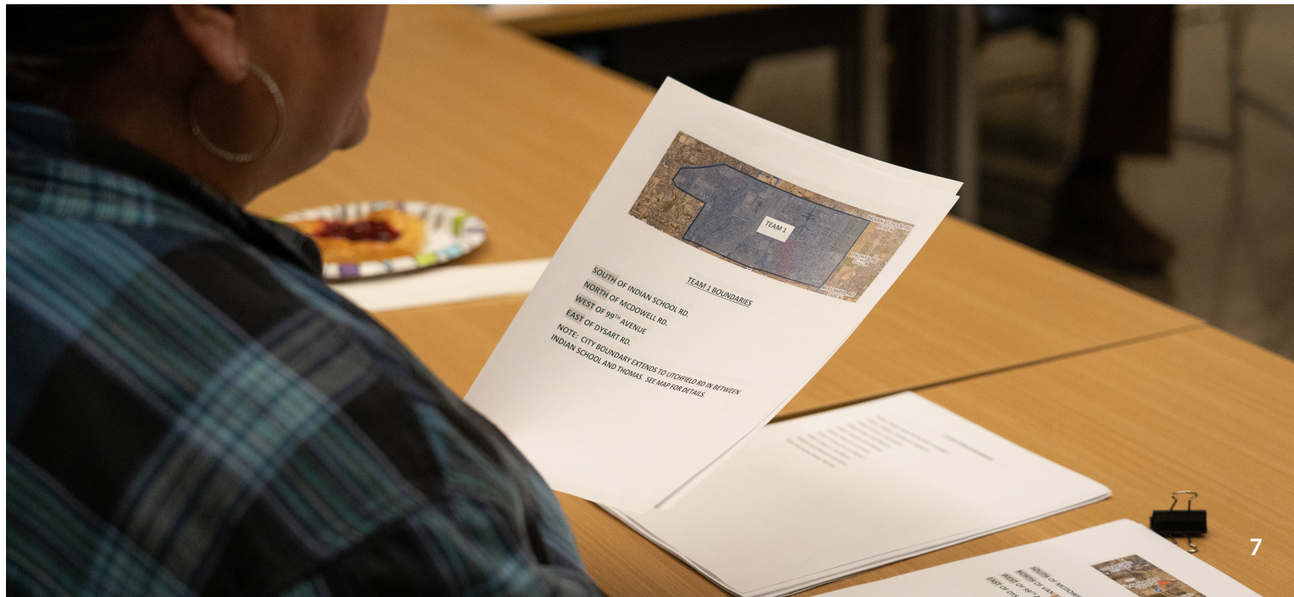
Stakeholder engagement was central to this strategic planning effort and included interviews, small group discussions, focus groups, forums, surveys, and a public symposium. The process began in November 2023 & continued through April 2024. The Plan gained valuable insight from interviews, focus groups, and surveys of the Interdepartmental Working Group, Service Providers, Municipal Partners, Avondale Staff, Health Care Professionals, Schools and Teachers, Faith Groups, the West Valley Collaborative, individuals with lived experience of homelessness, Homeowners Associations, and the general public in a community-wide meeting. The Mayor and City Council, City's Executive Leadership Team, the Community Solutions Team, the Homeless Services Division Manager, and representatives of Law Enforcement all contributed to the final shaping of this plan.

Survey

More than 150 stakeholders from a wide cross-section of Avondale, including those with lived experience, responded to the survey distributed by the Public Works LLC, Neighborhood and Family Services, and the SONAR team. The survey was designed to gather feedback and perspectives from community members, providers, and other stakeholders about needed resources and strategies for addressing homelessness.

Research, Discovery & Analysis

While the Stakeholder Engagement process was the most visible element of the strategic planning effort, this Plan is also based on extensive secondary research and analysis. The research process consisted of 5 primary components: 1) ecosystem analysis, 2) operations analysis, 3) needs assessment, 4) best practices, & 5) policy analysis & development. Results of the analysis conducted by the consultant can be found on the City of Avondale - Homeless Services webpage.



OVERVIEW OF STRATEGIC OUTCOMES

TARGET OUTCOMES BY 2030

25%

Increase the number of positive exits from homelessness by 25%

30%

Increase the number of connections to treatment by 30%

50%

Expand the number of supportive service partnerships by 50%

50%

Increase the number of family connections to permanent housing by 50%.

25%

Reduce the number of people experiencing homelessness by 25%.

GOALS

GOAL 1

Ensure that Avondale has sufficient housing

The city will pursue a multi pronged approach to meet the current and projected housing needs for all of our residents.

STRATEGIES

- Complete the annual Housing Needs Assessment.
- Preserve Affordable Housing through the Home Repair Program.
- Support Affordable Housing Development through partnerships with Community Housing Development Organizations (CHDO), Housing Authority of Maricopa County, and other developers.
- Explore funding opportunities and establish partnerships for the creation of Veteran housing.

GOAL 2

Provide support to prevent evictions

The City will identify new & strengthen existing funds and partnerships for Emergency Rental Assistance, Eviction Prevention, and Legal Assistance for residents facing eviction. The city will also work to engage landlords and develop programming to support landlords and educate them on existing programs, engaging them as an essential partner in this Strategic Objective.

STRATEGIES

- Seek funding to expand the emergency rental assistance program.
- Establish partnership(s) to provide housing-related legal assistance to residents.
- Launch a landlord outreach and education campaign with an annual workshop.

GOAL 3

Facilitate connection to Temporary shelter

The city will enhance existing partnerships and identify new partners to decrease wait times for emergency housing assistance. The city will strengthen community networks and embark on a public awareness campaign to ensure that residents are easily able to navigate available resources.

STRATEGIES

- Establish a partnership with a non-profit organization to operate the Avondale Family Bridge Housing Program.
- Support the re-establishment of the Interfaith Homeless Emergency Lodging Program (IHELP) by providing technical assistance, participant referrals, and the collaborative pursuit of funding opportunities.
- Explore and establish a partnership with an organization(s) to provide low-barrier shelter options for those experiencing homelessness.

GOAL 4

Refine Citywide response to homelessness

Streamline response to AviWise tickets and other reports of homelessness in Avondale to ensure that the delivery of support services is immediate, accessible, helpful, kind, and professional.

STRATEGIES

- Define and create standards for SONAR's response to requests for service, including first contact, follow-up contact, and ticket closure.
- Develop a City outreach and engagement plan and map with input from internal stakeholders to be shared with interdepartmental workgroup(s) monthly.
- Provide quarterly homelessness response training opportunities for City staff.
- Evaluate and refine the Encampment policy to increase safety for those experiencing homelessness and the community.
- Explore the creation of a Justice Diversion Program. The programs will support access to necessary treatment as part of sentences, fine/fee payments, and re-entry into the community, aiming to reduce recidivism and episodes of homelessness and eliminate criminal records that otherwise can make it more difficult to secure permanent housing.
- Continue to facilitate diversion with strategies that support connection to family.
- Continue to refine data collection and reporting to include creating a dashboard, Homeless Management Information System (HMIS) policy upgrades, demographic reporting, and AviWise integration.

GOAL 5

Expand Supportive Services

The City will continue to support organizations that provide for basic human needs such as food, clothes, and shelter, as well as provide support, treatment, and care for physical, behavioral, & mental health.

STRATEGIES

- Establish new partnership(s) with behavioral health provider(s).
- Complete the construction of the Avondale Family Bridge Housing units for un-housed families and partner with an operator to provide wrap-around services and assist families in securing long-term housing.
- Expand partnerships to support the employment and workforce development needs of individuals engaged with SONAR and the Avondale Family Bridge Housing Program.
- Develop partnerships and strategies to address transportation barriers of those engaged with the Avondale Family Bridge Housing Program and SONAR

GOAL 6

Connect people with permanent housing solutions

STRATEGIES

- Expand case management services for families and individuals participating in temporary shelter programs. Services should include workforce assistance, financial literacy, transportation, childcare planning, life skills, behavioral health services, and connection to VA or other eligible benefits.
- Support access to housing that is affordable through home buyer education & down payment assistance programs.
- Establish a new partnership to provide regular financial literacy education at the Arizona Complete Health Avondale Resource Center.

CLOSING

The primary goal of the Neighborhood and Family Services Department, in partnership with the City's Community Solutions Team, is to ensure that the experience of homelessness is rare, brief, and non-recurring by providing leadership, citywide coordination, planning, and mobilization of resources. This goal is in line with the City of Avondale's objectives to provide wide-ranging and thorough services to individuals and families to raise the standard of living for our residents.

Building a comprehensive system of support for individuals and families requires a clear focus on supporting connection to work, affordable housing, affordable healthcare, education, and training opportunities.

This Strategic Plan represents the next phase in these ongoing efforts. The creation of a homelessness resolution strategy works to reduce socio-economic barriers and isolation from the community and creates self-sufficiency and civic engagement. A homelessness resolution strategy is essential to improving the standard of living for all residents, reducing the costs of the provision of social services, and increasing the potential for all residents to be successful.

Avondale

Neighborhood & Family Services

CITY COUNCIL REPORT

ITEM NUMBER: 5.d.

SUBJECT: Mid-Year Public Safety Salary Adjustments

MEETING DATE: 10/20/2025

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources Director

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

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

STRATEGIC PLAN:
Community Well-Being

PURPOSE:
City Council will consider a request to: a) implement changes to the salary schedule/step plan for Police Officers and Police Sergeants and authorize associated pay increases; b) transition Police Lieutenants and Fire Battalion Chiefs from a traditional market range to a step plan and authorize associated pay increases; c) add two (2) additional full-time equivalent (FTE) Lieutenant positions; and d) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents with an effective date of January 5, 2026. The Council will take appropriate action.

BACKGROUND:
Based on a recent market study of West Valley city comparators, it was determined that the salary schedule/step plan for both Police Officers and Police Sergeants is lagging the market. Avondale is more than 5% behind the average market midpoint for comparator cities, which negatively impacts the city's ability to recruit and retain a qualified workforce. Additionally, when expanding the review further to the Police Lieutenant and Fire Battalion Chief roles, it was determined that opportunities exist to modify the salary structure for these roles from a traditional market range to a step plan. In addition to salary, the Patrol Division currently consists of ten patrol squads including 4 lieutenants, 10 sergeants, and 72 officers. The four lieutenants are responsible for patrol coverage as well as various ancillary duties, including oversight of the FTO Program, Traffic Unit, Litchfield Park detail, and the Community Service Officer Program. With only four patrol lieutenants managing both patrol operations and these additional responsibilities, coverage is limited.
This limited lieutenant coverage reduces opportunities for oversight, mentorship, and professional development within the ranks. By adding two additional patrol lieutenants, lieutenant coverage would increase from approximately 73 percent to 90 percent. This expansion would allow ancillary duties to be more evenly distributed, freeing up lieutenants to provide the necessary mentorship and support to sergeants and officers.

DISCUSSION:
Staff will present the City Manager's recommendation on the proposed changes to the salary schedule/step plan for Police Officers and Police Sergeants. This will also include a recommendation on transitioning Police Lieutenants and Fire Battalion Chiefs to a step plan, as well as requesting two (2) additional full-time equivalent

(FTE) Lieutenant positions.

BUDGET IMPACT:

The estimated prorated budget impact in FY2026 for the proposed changes is $908,700 in the Police Department and $9,400 in the Fire Department.

Staff requests authorization to process a budget transfer from General Fund Contingency for any amount exceeding the available vacancy savings.

RECOMMENDATION:

Staff recommends that the Council approve the proposed changes to the Avondale Police Department's salary schedule/step plan for Police Officers and Police Sergeants and associated pay increases. Staff also recommends that the Council approve the transition of Police Lieutenants and Fire Battalion Chiefs to a step plan and associated pay increases. Additionally, staff recommends that the Council approve the addition of two (2) full-time equivalent (FTE) Lieutenant positions. And lastly, staff recommends that the changes take effect on January 5, 2026, which is the first pay period in calendar year 2026.

Contact person for document distribution: *Andrew Mesquita, Human Resources*