

CITY COUNCIL AGENDA

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

REGULAR MEETING
May 19, 2008
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

- a. [Resolution 2742-508 - Honoring Linda Farris on the occasion of her retirement.](#)

3 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes 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. **APPROVAL OF MINUTES**

- a. Budget Meeting of April 12, 2008
- b. Work Session of May 5, 2008
- c. Regular Meeting of May 5, 2008

b. **AMENDMENT NO. 1 – PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF AVONDALE AND AMEC EARTH AND ENVIRONMENTAL, INC**

Staff is requesting that the City Council approve Amendment No. 1 to the Professional Services Agreement with AMEC Earth and Environmental, Inc. (AMEC) to conduct additional sampling and work for a portion of land to be purchased on parcel 102-57-006C in the amount of \$21,820 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. **AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT NO. 12427 WITH FSL HOME IMPROVEMENTS, INC.**

City Staff is requesting Council approval of Amendment No. 1 to Subrecipient Agreement No. 12427 with FSL Home Improvements, Inc. (FSL).adding an additional \$297,000 in new funding to complete an additional 27 emergency repair projects in Avondale. The Council will take appropriate action.

d. **CONTRACT FOR LANDSCAPE SERVICES TO ISS GROUNDS CONTROL**

Staff is requesting that the City Council approve a Professional Services Agreement with ISS Grounds Control to provide landscaping services in the amount of \$207,780.00 and authorize the Mayor or the City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

e. **AWARD OF CONTRACT FOR LANDSCAPE SERVICES TO SOMERSET LANDSCAPE**

Staff is requesting that the City Council approve a Professional Services Agreement with Somerset Landscape Maintenance to provide landscaping services in the amount of \$183,408.00 and authorize the Mayor or the City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

f. PROFESSIONAL SERVICES AGREEMENT - PHOENIX CHILDREN'S HOSPITAL - AVONDALE YOUNG FAMILIES PROGRAM

Staff is requesting that the City Council authorize a Professional Services Agreement between the City of Avondale and Phoenix Children's Hospital for the purpose of passing through Gila River Indian Community grant funding to support the implementation of the Avondale Young Families Program formerly known as the Teen Pregnancy Program. The Council will take appropriate action.

g. RETIREMENT INCENTIVES PROGRAM

Staff is requesting that the City Council authorize the expenditure of up to \$375,000 to implement a retirement incentives program and authorize the City Manager to execute individual retirement agreements. The Council will take appropriate action.

h. CONSTRUCTION CONTRACT - STANDARD CONSTRUCTION COMPANY, INC. - TRAFFIC CIRCLE - DURANGO STREET AND 113TH AVENUE

Staff is requesting that the City Council award a construction contract to Standard Construction Company, Inc. for the construction of a traffic circle at the intersection of Durango Street and 113th Avenue in the amount of \$269,437.99, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. CONTRIBUTIONS ASSISTANCE PROGRAM FUNDING RECOMMENDATIONS

Staff is requesting that the City Council approve the funding recommendations made by the Council subcommittee for distribution of the proposed \$80,000 Contributions Assistance program funding. The Council will take appropriate action.

j. RESOLUTION 2737-508 AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE NAUSP

The Council will consider a resolution authorizing an amendment to the NAUSP Intergovernmental Agreement. The Council will take appropriate action.

k. RESOLUTION 2745-508 - INTERGOVERNMENTAL AGREEMENT - STATE OF ARIZONA DEPARTMENT OF REVENUE

The Council will consider a resolution approving an intergovernmental agreement with the State of Arizona Department of Revenue related to joint sales tax audits and the administration of taxes imposed by the State of Arizona and City of Avondale. The Council will take appropriate action.

l. RESOLUTION 2744-508 - AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR TRANSPORTATION ENHANCEMENT FUNDS ROUND 16 – AGUA FRIA UNDERPASS

The City Council will consider a resolution authorizing the submittal of an application for Transportation Enhancement Funds for the Agua Fria Underpass Crossing in the amount of \$500,000. The Council will take appropriate action.

m. ORDINANCE 1307-508 - GRANTING A POWER DISTRIBUTION EASEMENT TO SRP FOR WELL DEL RIO RANCH RESERVOIR AND BOOSTER PUMP STATION

The City Council will consider an ordinance granting Salt River Project Agricultural Improvement and Power District (SRP) a Power Distribution Easement over a portion of the City's Del Rio Ranch Reservoir and Booster Pump Station. The Council will take appropriate action.

5 ORDINANCE 1310-508 - AMENDING THE CITY CHARTER

The Council will consider Ordinance No. 1310-508 amending the City Charter Article II, Sections 3 and 4, Article VII, Sections 2 and 6 and Article XII, Section 2 and referring such amendments to the voters on September 2, 2008. The Council will take appropriate action.

6 RESOLUTION 2743-508 - SUPPORTING THE SUBMISSION OF A GRANT PROPOSAL - AK-CHIN INDIAN COMMUNITY FOR THE TAKING BACK NEIGHBORHOODS

The Council will consider a resolution supporting submission of a grant proposal to the Ak-Chin Indian Community for funds for the Taking Back Neighborhoods Program. The Council will take appropriate action.

7 HUMAN RESOURCES AND BUILDING SERVICES ENTERPRISE APPLICATION

Staff is requesting that the City Council approve contracts with Lawson, Kinsey & Kinsey, AMX, Accela and ImageNow to purchase and implement a Human Resources Information Management System, a Development Services Information Management system and a contract employee in the amount of \$1,825,000, approve the transfer of contingency funds in the same amount to account numbers 101-5122-00-8011 and 101-5120-00-8012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

8 RESOLUTION 2741-508 - SETTING FORTH THE FISCAL YEAR 2008-2009 TENTATIVE BUDGET.

The Council will consider a resolution setting the maximum level of expenditures for the City of Avondale for the 2008-2009 fiscal year at \$283,659,140. The Council will take appropriate action.

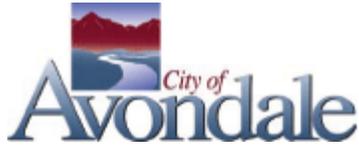
9 ADJOURNMENT

Respectfully submitted,



Linda Farris, CMC
City Clerk

Any individual with a qualified disability may request a reasonable accommodation by contacting the City Clerk at 623-333-1200 at least 48 hours prior to the council meeting.



CITY COUNCIL REPORT

SUBJECT:

Resolution 2742-508 - Honoring Linda Farris on occasion of her retirement

MEETING DATE:

May 19, 2008

TO: Mayor and Council
FROM: Carmen Martinez
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

[Resolution](#)

RESOLUTION NO. 2742-508

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING LINDA M. FARRIS FOR THIRTY-THREE YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on August 25, 1975, Linda Farris unexpectedly began her career with the City of Avondale when she was asked to fill in for the City Clerk to take meeting notes of a special meeting; and

WHEREAS, Linda passed this test under fire with flying colors and was given the title of Receptionist-Clerk Typist; and

WHEREAS, within the following four years Linda was quickly promoted to Secretary, Account Clerk, Account Clerk III and Accountant; and

WHEREAS, Linda was never content with doing the bare minimum and always volunteered to spearhead special projects; and

WHEREAS, Linda was the obvious candidate to be named City Clerk when her predecessor, Mary Velez left her employment with the City of Avondale; and

WHEREAS, on July 1, 1981, Linda was officially named City Clerk of the City of Avondale; and

WHEREAS, Linda continued to take on more responsibility and took pride in organizing events for employees and the community alike; and

WHEREAS, Linda is a valuable bank of historical information for anyone seeking information about City projects or former City employees; and

WHEREAS, Linda has faithfully served the City during periods of transition and growth and saw Avondale grow from a small community with a population of a few thousand to the fast-paced City it is today; and

WHEREAS, the City Council wishes to express its appreciation for her hard work, dedication during her thirty-three years of service; and

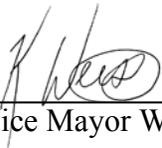
WHEREAS, the City Council wishes to honor Linda Farris on the occasion of her retirement after thirty-three years of exemplary service to the citizens and employees of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Linda M. Farris for thirty-three years of loyal, dedicated service to the City of Avondale and its citizens.

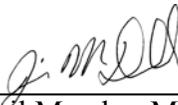
PASSED AND ADOPTED by the Council of the City of Avondale, May 19, 2008.



Marie Lopez Rogers, Mayor



Vice Mayor Weise



Council Member McDonald



Council Member Scott



Council Member Wolf



Council Member Buster



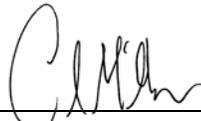
Council Member Karlin

ATTEST:

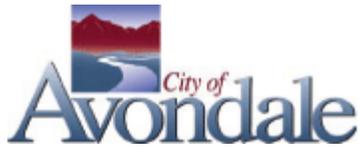


Linda M. Farris, City Clerk

APPROVED AS TO FORM:



Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2742-508 - Honoring Linda Farris on occasion of her retirement

MEETING DATE:

May 19, 2008

TO: Mayor and Council
FROM: Carmen Martinez
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available

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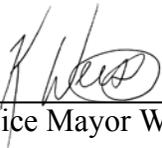
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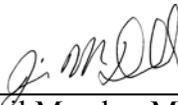
PASSED AND ADOPTED by the Council of the City of Avondale, May 19, 2008.



Marie Lopez Rogers, Mayor



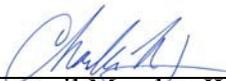
Vice Mayor Weise



Council Member McDonald



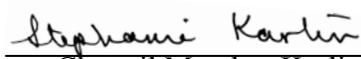
Council Member Scott



Council Member Wolf



Council Member Buster



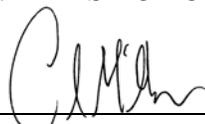
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ATTEST:

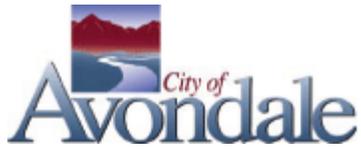


Linda M. Farris, City Clerk

APPROVED AS TO FORM:



Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

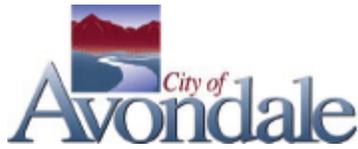
MEETING DATE:
May 19, 2008

TO: Mayor and Council
FROM: Linda Farris
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Amendment No. 1 – Professional Services Agreement between the City of Avondale and AMEC Earth and Environmental, Inc

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 1 to the Professional Services Agreement with AMEC Earth and Environmental, Inc. (AMEC) to conduct additional sampling and work for a portion of land to be purchased on parcel 102-57-006C in the amount of \$21,820 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Staff from the City's Engineering and Economic Development Departments have determined that Roosevelt Street will need to be widened to accommodate the traffic associated with proposed development east of Avondale Boulevard. In order to achieve the necessary widening, a portion of land must be purchased from parcel 102-57-006C located at the southeast corner of Avondale Boulevard and Roosevelt Street. Historically, this property was used as an airstrip for aerial spraying operations using herbicides and pesticides. The land is currently vacant and the property owner has granted the City permission to assess the site to determine the level of contamination, if any.

On August 6, 2007, City Council approved a Professional Services Agreement with AMEC to provide professional engineering services for Phase I and II Environmental Site Assessments (ESA) for the 13.7 acre parcel located along Avondale Boulevard.

DISCUSSION:

The objective of the proposed work was to evaluate the current and historical uses of the property and to obtain an understanding of potential environmental impacts to the 13.7 acre parcel.

AMEC completed the Phase I ESA which included conducting soil sampling and analysis. The results of the Phase I ESA were compiled into a Sampling Analysis Plan. As required, the Sampling Analysis Plan was submitted to the United States Environmental Protection Agency (EPA) and Arizona Department of Environmental Quality (ADEQ) for approval. After thorough review, EPA and ADEQ determined that additional sampling and more comprehensive sample analyses were required. As this type of request is common and was anticipated by ADEQ, ADEQ has agreed to provide the necessary funding to carry out the additional work. The additional funding request was approved by ADEQ on April 18, 2008.

BUDGETARY IMPACT:

The original scope of services for the Phase I and II Environmental Site Assessments was \$46,835.85. Amendment No. 1 for the additional work is \$21,820; for a total contract cost of \$68,655.85. Funding for this project has been provided by a grant from ADEQ.

RECOMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with AMEC Earth and Environmental, Inc. (AMEC) to conduct additional sampling and work for a portion of land to be purchased on parcel 102-57-006C in the amount of \$21,820 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Professional Services Agreement Amendment No. 1](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of May 12, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and AMEC Earth & Environmental, Inc., a Nevada corporation (the "Consultant").

RECITALS

- A. The City and the Consultant entered into a Professional Services Agreement dated August 6, 2007, for engineering design services for Phase I and II Environmental Site Assessments for the 13.7-acre parcel along Avondale Boulevard (the "Agreement").
- B. The City has determined that additional services are needed with respect to the project (the "Additional Services").
- C. The City and the Consultant desire to amend the Agreement to provide for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree to amend the Agreement as follows:

1. Term of Agreement. The term of the Agreement shall be extended by 237 days from December 7, 2007, until July 31, 2008.
2. Scope of Services. The Consultant shall provide the Additional Services as set forth in the Scope and Fee Proposal attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The Consultant's total compensation under the Agreement shall be increased from \$50,000.00 to \$68,655.85 as consideration for the Additional Services as more particularly set forth in Exhibit A.
4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

6. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Consultant”

AMEC EARTH & ENVIRONMENTAL,
INC., a Nevada corporation

By: _____



Name: MISAEEL CABRERA

Title: UNIT MANAGER

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on April 30, 2008,
by Misael Cabrera as Unit Manager of AMEC EARTH &
ENVIRONMENTAL, INC., a Nevada corporation, on behalf of the corporation.

Diane R. Miller
Notary Public in and for the State of Arizona

My Commission Expires:

Sept 7, 2008



EXHIBIT A
TO
FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AMEC EARTH & ENVIRONMENTAL, INC.

[Scope and Fee Proposal]

See following page.



MEMORANDUM/FACSIMILE TRANSMITTAL

AMEC Earth & Environmental, Inc.
1405 West Auto Drive
Tempe, Arizona 85284-1016
Phone: (480) 940-2320
Fax Number: (480) 785-0970

TO: Paul Lopez
COMPANY: City of Avondale
FAX NUMBER:
PHONE NUMBER: (623) 478-3281
SENDER: Julianne Hamilton

DATE: March 11, 2008

RE: PROJECT SCOPE/BUDGET CHANGE CONFIRMATION

This transmission is intended only for the Addressee. It may contain privileged or confidential information. Any unauthorized disclosure is strictly prohibited. If you have received this transmission in error, please notify us immediately (collect) so that we may correct our transmission. Please then destroy the original. Thank you.

PROJECT/BUDGET SUMMARY INFORMATION:

Table with 2 columns: Description and Amount. Rows include Project No. 7-114-003042 Change No. 01, Original Proposal No. PV07-05-10.r1, and Original Contract/P.O. No. PSA751955.1, dated 8/7/2007.

In order to provide confirmation of this authorized service or change in scope and/or cost of our services, please have the appropriate authority sign and date this form and return it to us. Thank you.

DESCRIPTION OF CHANGE:

Soil sampling addendum to Phase II ESA Work Scope (AMEC Proposal No. PV07-05-10.r1) as requested by ADEQ via a series of emails in October 2007 and by EPA via a letter dated February 6, 2008.

Revisions to the Sampling and Analysis Plan have been significant based on comments provided by ADEQ and EPA. In addition, the approach for sample analysis (i.e. laboratory methodology) is now more comprehensive, and the cost estimate must be adjusted accordingly. Pricing for sample analysis has been included based on rates provided by Test America (formerly Aerotech Laboratories). A breakdown of costs is provided in the attached Table 1.

SUBMITTED BY: AMEC EARTH & ENVIRONMENTAL, INC.

Julianne Hamilton, RG

PROJECT MANAGER

SIGNATURE AND DATE

AUTHORIZED BY:

CITY OF AVONDALE

Paul Lopez

NAME AND TITLE

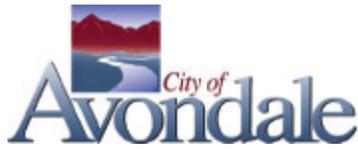
SIGNATURE AND DATE

Handwritten signature of Julianne Hamilton

Table 1
City of Avondale
Phase I and II ESA - Revision 2
13.7-Acre Property

Description	Units	Rate	Quantity	Subtotal
TASK 1 - PHASE I ESA				
Task Manager	Hours	\$95.00	26	\$2,470.00
Project Reviewer	Hours	\$135.00	6	\$810.00
Program Manager	Hours	\$160.00	4	\$640.00
EDR Report	Unit	\$373.75	1	\$373.75
Truck Charges	Unit	\$75.00	1	\$75.00
Drafting	Hours	\$80.00	3	\$240.00
Word Processing	Hours	\$60.00	6	\$360.00
Report Production	page	\$0.35	750	\$262.50
Total Task 1 - Phase I ESA				\$5,231.25
TASK 2 - PHASE II ESA				
Task 2.1 - Work Plan				
Task Manager	Hours	\$95.00	60	\$5,700.00
Drafting	Hours	\$80.00	5	\$400.00
Word Processing	Hours	\$60.00	8	\$480.00
Senior Scientist	Hours	\$110.00	60	\$6,600.00
Project Reviewer	Hours	\$135.00	8	\$1,080.00
Program Manager	Hours	\$160.00	8	\$1,280.00
Work Plan Production	page	\$0.35	500	\$175.00
Subtotal Task 2.1 - Work Plan				\$15,715.00
Task 2.2 - Community Outreach Plan				
Task Manager	Hours	\$95.00	35	\$3,325.00
Drafting	Hours	\$80.00	10	\$800.00
Word Processing	Hours	\$60.00	4	\$240.00
Project Reviewer	Hours	\$135.00	8	\$1,080.00
Program Manager	Hours	\$160.00	10	\$1,600.00
Expenses (signage, mailings, publications)	Unit	\$1,000.00	1	\$1,000.00
Subtotal Task 2.2 - Community Outreach Plan				\$8,045.00
Task 2.3 - Soils Investigation				
Task Manager	Hours	\$95.00	50	\$4,750.00
Environmental Scientist	Hours	\$80.00	40	\$3,200.00
VOCs (EPA 8260B) Sample Analysis	Each	\$112.00	10	\$1,120.00
sVOCs (EPA 8270B) Sample Analysis	Each	\$220.00	10	\$2,200.00
PAHs (EPA 8310) Sample Analysis	Each	\$136.00	10	\$1,360.00
Herbicides (EPA 8151) Sample Analysis	Each	\$160.00	29	\$4,640.00
Pesticides (EPA 8081A) Sample Analysis	Each	\$112.00	68	\$7,616.00
Target Analyte Metals by ICP (EPA 6061A/7471A)	Each	\$120.00	10	\$1,200.00
10% markup on lab				\$1,813.60
Push Rig Rental and Operator	Day	\$2,300.00	2	\$4,600.00
Truck Rental and Gas			1	\$500.00
Field Supplies (cost plus 10%)			1	\$250.00
Subtotal Task 2.3 - Soils Investigation				\$33,249.60
Task 2.4 - Report				
Program Manager	Hours	\$160	8	\$1,280.00
Project Reviewer	Hours	\$135	8	\$1,080.00
Task Manager	Hours	\$95	24	\$2,280.00
Environmental Scientist	Hours	\$80	8	\$640.00
Clerical	Hours	\$60	8	\$480.00
Drafting	Hours	\$80	6	\$480.00
Report Production	Page	\$0.35	500	\$175.00
Subtotal Task 2.4 - Report				\$6,415.00
Total Task 2 - Phase II ESA				\$53,424.60
TOTAL PROJECT COST ESTIMATE REVISION 2:				\$66,655.85
TOTAL FROM REVISION 1 COST ESTIMATE				\$46,835.85
CHANGE ORDER TOTAL				\$21,820.00

Other direct costs not itemized above will be billed at cost plus 10% mark up.



CITY COUNCIL REPORT

SUBJECT:

Amendment No. 1 to Subrecipient Agreement No. 12427
with FSL Home Improvements, Inc.

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council approval is sought for Amendment No. 1 to Subrecipient Agreement No. 12427 with FSL Home Improvements, Inc. (FSL). The amendment adds to the agreement an additional \$297,000 in new funding to complete an additional 27 emergency repair projects in Avondale. The purpose of the program is to alleviate health and safety hazards in homes owned by low income persons and generally improve the condition of housing in low-income neighborhoods.

BACKGROUND:

The City of Avondale was awarded \$297,000 in State Housing Funds to conduct Emergency Home Repair. The City executed a contract on January 31, 2008 with the State of Arizona for the \$297,000 grant. The grant proposal, as approved by City Council, was predicated on a partnership with Foundation for Senior Living.

DISCUSSION:

The program will be conducted primarily in the target neighborhoods of Old Town, Cashion, Las Ligas and Rio Vista but will be available city-wide for low-income persons needing handicapped accessibility or other health and safety related repairs to their homes. The program is available to homeowners earning up to 80% of the HUD Area Median Income (\$51,350 for a family of 4). FSL will implement all aspects of the program including marketing and outreach, homeowner eligibility, work write-ups, city permitting, construction management and compliance with all local, state and federal regulations. FSL is currently performing in compliance with all contract provisions.

BUDGETARY IMPACT:

The additional \$297,000 is a grant and requires no matching funds from the City general fund. State Housing Funds are accounted for in the 2007/2008 budget.

RECOMENDATION:

Approve Amendment No. 1 to Contract No. 12427 with FSL Home Improvements, Inc.

ATTACHMENTS:

Click to download

[First Amendment to Subrecipient Agreement Between The City of Avondale and FSL Home Improvements Inc.](#)

**FIRST AMENDMENT
TO
SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS**

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT (this “First Amendment”) is made as of May 5, 2008 between the City of Avondale, an Arizona municipal corporation (the “City”) and FSL Home Improvements, an Arizona non-profit corporation (the “Subrecipient”).

RECITALS

A. The City and the Subrecipient entered into a Subrecipient Agreement (Contract No. 12427) dated May 21, 2007, with Subrecipient to operate a single-family owner occupied housing rehabilitation program to conduct both Emergency Repair and Substantial Rehabilitation with Community Development Block Grant (CDBG) funds and HOME funds (the “Agreement”).

B. The City approved Resolution No. 2673-807 on August 20, 2007, that allowed a funding application to be submitted to the Arizona Department of Housing (ADOH) for \$297,000 in State Housing Funds (SHF) for Emergency Repair. Resolution No. 2673-807, the Avondale Owner-Occupied Emergency Home Repair Policies incorporated by reference in Resolution No. 2673-807 and the accompanying staff report identify Subrecipient as a contracted partner in the funding application.

C. The City was awarded \$297,000 in State Housing Funds under ARIZ. REV. STAT. §§ 41-3955 and 44-313 from the Arizona Department of Housing (ADOH) through Contract No. 313-08.

D. The City and Subrecipient desire to amend Agreement to accommodate the \$297,000 in State Housing Funds received from ADOH.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement shall be extended from July 1, 2008, until January 31, 2010.

2. Scope of Work. Section 2, Scope of Work, Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. Section 3, Compensation, of the Agreement is hereby deleted in its entirety and replaced with the following.

Compensation. The City shall pay Subrecipient a price not to exceed \$657,318 for the Services as set forth in the Budget for CDBG Emergency Repair, the Budget for HOME Substantial Rehabilitation and the Budget for SHF Emergency Repair, attached hereto as Exhibit B, Exhibit C and Exhibit D, respectively and incorporated herein by this reference.

4. Laws and Regulations. Section 14.2, Laws and Regulation, of the Agreement is hereby deleted in its entirety and replaced with the following:

14.2 Laws and Regulations. The Subrecipient shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Subrecipient is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including but not limited to the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws, (iii) existing and future Occupational Safety and Health Administration (“OSHA”) standards, (iv) the provisions of 24 CFR, Part 570, CDBG, as revised, (v) the provisions of 24 CFR Part 92, HOME, as revised, (vi) the provisions contained in the City of Avondale Consolidated Plan, and (vii) and the provisions of the State Housing Fund Program Summary and Application Guide. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

5. Documentation and Record-Keeping. 16.2(g), Audits & Inspections, of the Agreement is hereby deleted in its entirety and replaced with the following:

16.2(g). Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees, the Federal Government or State Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy concerning Subrecipient audits and, as applicable to OMB Circular A-133.

6. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

7. Non-Default. By executing this First Amendment, the Subrecipient affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

8. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Subrecipient”

FSL HOME IMPROVEMENTS, an
Arizona non-profit corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____ of FSL HOME
IMPROVEMENTS, an Arizona non-profit corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

[Scope of Work]

See following pages.

EXHIBIT A

Scope of Work

1. Scope of Work. The Subrecipient will implement an Owner-Occupied Housing Rehabilitation Program (“Program”) consisting of an Emergency Repair program and a Substantial Rehabilitation Program. The Program will be funded with Community Development Block Grant (CDBG) funds, Home Investment Partnership Program (HOME) funds and State Housing Funds (SHF) and will result approximately 42 homes receiving assistance as follows.

Housing Rehabilitation Program				
Funding Source	2006/2007	2007/2008	Total	Approximate Number of Projects to be Completed
CDBG (Emergency Repair)	\$138,863	\$50,683	\$189,546	12
HOME (Substantial Rehabilitation)	\$170,772	\$0	\$170,772	3
SHF (Emergency Repair)		\$297,000	\$297,000	27
Totals	\$309,635	\$347,683	\$657,318	42

SHF funded Emergency Repair Projects will serve, at least, the following income levels:

Income Served	
#	Income
11	50% AMI
11	60% AMI
5	80% AMI
Populations Served	
#	Populations
11	Families with Children under the age of 18
16	Elderly 62 years of age and older

The Subrecipient shall implement all aspects of the Program including contract administration, marketing, application intake, work write-ups, contractor procurement,

construction management, homeowner counseling and warranty enforcement. The requirements include, but are not be limited, to the following:

- a. Provide technical assistance to the general public in connection with the daily operation of the Program.
- b. Disseminate information about the Program and solicit applications from homeowners.
- c. Review applications, gather documentation necessary to meet program qualification parameters and create a waiting list of qualified applicants.
- d. Inspect homes of qualified applicants and develop a scope of work to correct code problems, remove health and safety hazards and provide accessibility to persons with special needs.
- e. Prepare a line item cost estimate for the rehabilitation work specific to each trade.
- f. Obtain approval from the homeowner for the rehabilitation scope of work.
- g. Obtain building permits.
- h. Procure general contractor for rehabilitation work.
- i. Execute and administer construction contracts with general contractors.
- j. Comply with State Housing Fund lead guidelines.
- k. Monitor and inspect construction work and ensure that any changes follow predetermined contract change order and contract amendment procedures.
- l. Make payments to general contractor on a reimbursement basis for work completed ensuring all lien waivers, warranty commitments and homeowner approvals are obtained prior to final payment.
- m. Maintain data and records for semi-annual Contractor and Subcontractor Activity Report as required by the Arizona Department of Housing.
- n. Provide bi-monthly progress reports to the City and other reports as required.
- o. Maintain records documenting applicant eligibility, construction activity including all contract documents and construction expenses, time sheets related to the provision of services, and Subrecipient expenses relative to the project.

2. Eligible Rehabilitation Activities.

Emergency Rehabilitation. The immediate repair of one or several items required to ensure the health, safety and welfare of the occupants including the repair of electrical, plumbing, heating, cooling, roofing and structural systems. The provision of handicapped accessibility is an emergency repair. Emergency Repair may be provided regardless of the condition of the home.

Substantial Rehabilitation. The repair of several items in a home that are in substandard and deteriorating condition for the purpose of bringing the entire property up to current Avondale City Code. Certain structural items such as building placement, ceiling height and window and door openings may be excepted from full compliance with city codes based on the age of housing and the infeasibility of making corrections. Substantial rehabilitation may only be provided to properties that are structurally sound and which can

sustain the value of the rehabilitation. Manufactured housing is not eligible for Substantial Rehabilitation.

3. Eligible Beneficiaries. Homeowners who hold fee simple title to their home and who occupy it as their sole residence. The ownership interest in the subject home must be free of restrictions or encumbrances that unduly restrict the marketable nature of the home such as liens and non owner-occupants named on a deed. Limited title searches are recommended. Homeowners must have a projected annual household gross income that does not exceed 80% of the area median income adjusted by household size at the time the rehabilitation commitment is made to the homeowner. Income must be determined and verified according to Section 8 guidelines.

4. Eligible Property Types. Eligible property types include single-family homes, town-homes and condominiums. Manufactured homes permanently affixed to real property held in fee simple title by the occupant are eligible.

5. Lead Based Paint. All rehabilitation work funded with SHF shall be in compliance the standards set forth in the State Housing Fund Program Summary and Application Guide. All rehabilitation work funded with CDBG and HOME shall be in compliance with 24 CFR Part 35.

6. Environmental Reviews. For SHF funded projects Subrecipient shall complete a site specific environmental review related to historic preservation as stipulated in State Housing Fund Program Summary and Application Guide. For CDBG and HOME funded projects Subrecipient shall complete a site specific environmental review (Appendix A) for each home to be rehabilitated to assess issues related to the following: 1) historic preservation; 2) airport clear zones; and 3) explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals or gases.

7. Required Property Standards. All work shall be performed in accordance with City of Avondale (the “City”) codes and ordinances.

8. Maximum Property Value. To be eligible, the after rehabilitation value of the home may not exceed the FHA 203(b) insuring limit for single-family properties. Currently the limit is \$263,150. The after-rehabilitation value must be estimated by determining the market value of comparable properties in the area.

9. Maximum and Minimum Investments. The minimum investment for all rehabilitation projects is \$1,000. For SHF projects the maximum rehabilitation cost including services and administration may not exceed \$10,000. For CDBG and HOME funded projects the maximum rehabilitation cost is determined by subtracting the Maricopa County Assessors current assessed full value of the property from the FHA 203(b) mortgage insuring limit for Maricopa County.

10. Terms of Assistance to Beneficiaries. Emergency Repair assistance is offered as a grant to the homeowner. Substantial Rehabilitation assistance offered in the

form of a loan due to City affordability requirements. A rehabilitated home must remain occupied by the assisted low-income family for a “period of affordability” (POA) corresponding to the level of assistance listed below.

If the home is sold prior to the specified POA a pro-rata share of the assistance must be paid to the City. The Subrecipient shall be listed as the beneficiary for all loans. All program income will be used by the Subrecipient for housing rehabilitation activities. All rehabilitation loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and have a term equal to or greater than the affordability period. The Subrecipient may offer the following types of loans:

a. **Forgivable Loans.** Forgivable loans are non-interest bearing loans that carry a POF term in which the principle is reduced relative to the amount of time the buyer lives in the house. The prorata share of principle reduction can be determined monthly or annually. Payment reduction or forgiveness is conditioned upon the beneficiary complying with the Deed of Trust which includes the requirement that the property is maintained in good marketable condition.

b. **Deferred Payment Loans.** Deferred Payment Loans are interest or non-interest bearing loans that require a 100% lump sum repayment on a certain date or occurrence specified by the Subrecipient. If interest applies it can be collected in installments or at such time the principle is repaid. A common deferred payment method is the “due on sale” loan. Deferred Payment Loans require a repayment of 100% of the original assistance at the time the assisted home is sold.

Rehabilitation Construction Cost	Period of Affordability/Recapture Period
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

The Subrecipient must provide to the City its loan policies which include the criteria for determining whether to offer a forgivable loan or deferred payment loan. No Subrecipient shall subordinate its loan position for refinancing that results in “cash-out” to the homeowner or an increase in the monthly housing payment. All loans must be secured by a Promissory Note and Deed of Trust recorded against the assisted property and have a term equal to or greater than the affordability period.

11. Eligible Hard Costs. Eligible hard costs include any demolition, construction, trade work and finish work, lead based paint abatement, on-site grading, on-site drainage, on-site utilities and sewer and water hook-ups to City main lines.

12. Eligible Soft Costs. Eligible Soft Costs include the fees and incidental costs for credit reports, title reports, appraisals, recordation fees, environmental reviews, architectural services, engineering services, environmental reviews, affirmative marketing, temporary relocation of homeowners including utility hook-ups, moving expenses, security deposits and rent.

13. Rehabilitation Construction. Subrecipient will use licensed contractors to complete the rehabilitation work. Bid, performance and construction bonds are not required of the contractors.

14. Schedule of Completion. Unless amended by mutual written agreement by the Subrecipient and the City, the Subrecipient will perform the described tasks in conformance with the schedule below.

HOME and CDBG Schedule of Completion	
Task	Timeline
Program Outreach and Marketing	Ongoing
Application Review and Approval	Ongoing
Complete 3 Rehabilitation Projects	October 31, 2007
Complete 6 Rehabilitation Projects	January 31, 2008
Complete 9 Rehabilitation Projects	April 31, 2008
Complete 12 Rehabilitation Projects	July 31, 2008

SHF Schedule of Completion	
Task	Timeline
Program Outreach and Marketing	Ongoing
Application Review and Approval	Ongoing
Complete 6 Rehabilitation Projects	September 30, 2008
Complete 14 Rehabilitation Projects	February 28, 2009
Complete 21 Rehabilitation Projects	July 31, 2009
Complete 27 Rehabilitation Projects	January 31, 2010

15. Subrecipient Housing Rehabilitation Policies and Procedures. Subrecipient shall conduct housing rehabilitation activities in compliance with Avondale Owner-Occupied Emergency Home Repair Program Policies.

16. Subrecipient Staffing. The Subrecipient shall assign the following primary and secondary contact for contract transactions.

Primary Contact
JoAnne Thorpe
Housing Rehabilitation Supervisor
(602) 532-2976
jthorpe@fsl.org

Secondary Contact
DJ Gibson
Housing Rehabilitation Specialist
(602) 532-2976
djgibson@fsl.org

17. City of Avondale Staffing. The City of Avondale will assign the following staff as the primary contact for contract transactions.

Andrew Rael
CDBG Program Manager
(623) 333-2715
arael@avondale.org

EXHIBIT B
TO
FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

[Budget for CDBG Emergency Repair]

See following pages.



EXHIBIT B

City of Avondale Budget						
Recipient	F.S.L Home Improvements Inc.			Date		
Contract No	12427	Contract Period	May 21, 2007 - July 31, 2008		Amendment No.	
Activity	Emergency Repair			Amendment	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Recipient Address	3051 S. 45th Street			Zip	85040	
Contact Person	JoAnn Thorpe	email	jthorpe@fsl.org		Phone	480-784-1900 x 15
NFS Representative	Andrew Rael	email	arael@avondale.org		Phone	623-333-2715
Complete white areas. Budget amendments must be approved in advance by the City of Avondale. Two budget amendments allowed.						
Budget Line Item or Activity Number	CDBG Funds 2006/2007/2008	Amended Budget CDBG Funds 2006/2007/2008			Total Budget	
Salaries	\$ 22,617.00				\$22,617.00	
Indirect Administration	\$ 17,231.00				\$17,231.00	
Construction	\$ 143,756.00				\$143,756.00	
Project Related Soft Costs					\$0.00	
Direct Administration	\$ 5,942.00				\$5,942.00	
					\$0.00	
					\$0.00	
					\$0.00	
Totals	\$189,546.00	\$0.00	\$0.00	\$0.00	\$189,546.00	
Recipient Authorized Signature (for amendment)	Date	Title		Date		
		For City Use Only				
NFS Representative (for amendment)	Date		NFS Director (for amendment)	Date		

EXHIBIT C
TO
FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

[Budget for HOME Substantial Rehabilitation]

See following pages.



EXHIBIT C

City of Avondale Budget					
Recipient	F.S.L Home Improvments Inc.			Date	
Contract No	12427	Contract Period	May 21, 2007 - July 31, 2008		Amendment No.
Activity	Substantial Rehabilitation			Amendment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Recipient Address	3051 S. 45th Street			Zip	85040
Contact Person	JoAnn Thorpe	email	jthorpe@fsl.org		Phone
NFS Representative	Andrew Rael	email	arael@avondale.org		Phone
Complete white areas. Budget amendments must be approved in advance by the City of Avondale. Two budget amendments allowed.					
Budget Line Item or Activity Number	HOME Funds 2006/2007	Amended Budget HOME Funds 2006/2007			Total Budget
Salaries	\$ 21,117.00				\$21,117.00
Indirect Administration	\$ 15,525.00				\$15,525.00
Construction	\$ 116,883.00				\$116,883.00
Rehabilitation Services	\$ 5,400.00				\$5,400.00
Relocation	\$ 7,500.00				\$7,500.00
Project Related Soft Costs	\$ 900.00				\$900.00
Direct Administration	\$ 3,447.00				\$3,447.00
					\$0.00
Totals	\$170,772.00	\$0.00	\$0.00	\$0.00	\$170,772.00
Recipient Authorized Signature (for amendment)	Date	Title			Date
		For City Use Only			
NFS Representative (for amendment)	Date		NFS Director (for amendment)	Date	

EXHIBIT D
TO
FIRST AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FSL HOME IMPROVEMENTS

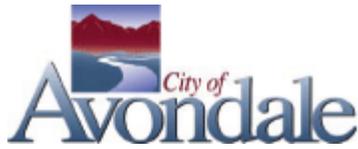
[Budget for SHF Emergency Repair]

See following pages.



EXHIBIT D

City of Avondale Budget					
Recipient	F.S.L Home Improvments Inc.			Date	
Contract No		Contract Period	5/1/2008 through 1/31/ 2010	Amendment No.	
Activity	Owner-Occuied Emergency Home Repair			Amendment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Recipient Address	3051 S. 45th Street			Zip	85040
Contact Person	JoAnn Thorpe	email	jthorpe@fsl.org	Phone	602-532-2976
NFS Representative	Andrew Rael	email	arael@avondale.org	Phone	623-333-2715
Complete white areas. Budget amendments must be approved in advance by the City of Avondale. Two budget amendments allowed.					
Budget Line Item or Activity Number	State Housing Funds 2007/2008	Amended Budget State Housing Funds			Total Budget
Rehabilitation Services	\$ 35,000.00				\$35,000.00
Construction	\$ 230,000.00				\$230,000.00
Project Related Soft Costs	\$ 5,000.00				\$5,000.00
Administration	\$ 27,000.00				\$27,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Totals	\$297,000.00	\$0.00	\$0.00	\$0.00	\$297,000.00
Recipient Authorized Signature (for amendment)	Date	Title		Date	
		For City Use Only			
NFS Representative (for amendment)	Date		NFS Director (for amendment)	Date	



CITY COUNCIL REPORT

SUBJECT:

Contract for Landscape Services to ISS Grounds Control

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Daniel Davis

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with ISS Grounds Control to provide landscaping services in the amount of \$207,780.00 and authorize the Mayor or the City Manager and City Clerk to execute the contract documents.

BACKGROUND:

The City's current landscape services contract has expired and the vendor is currently providing service on a month to month basis. The current landscape services contract includes Crystal Gardens Water Treatment Facility, the Civic Center Campus and various medians throughout the city.

The city issued a Request for Proposals (RFP) for landscape services on March 18, 2008 seeking qualified vendors to furnish all necessary labor, supervision, materials, equipment, and supplies for landscape services. The deadline for the RFP was April 17, 2008 and was advertised in the West Valley View, the Arizona Business Gazette and on Buy Hub.

The scope of services included the existing sites currently in the contract and expanded the scope to include the addition of 3 medians, city neighborhood parks, tree and shrub trimming for Festival Fields and Friendship Parks and other city facilities. The Parks Division currently provides landscape services for neighborhood parks and city facilities. Landscape services for Friendship Park and Festival Fields except for tree and shrub trimming will continue to be performed by the parks division. The privatization of landscape services enables the city to transfer three (3) full time parks division employees to the water resources department and provide a cost savings to the general fund. The landscape services include weekly maintenance such as; mowing, weed removal, pre and post emergent spraying, tree and shrub trimming, irrigation system repairs, and trash removal.

DISCUSSION:

The landscape services RFP was structured into 5 separate bid categories: City Medians, City Facilities, City Neighborhood Parks, Crystal Gardens Water Treatment Facility, and Tree & Shrub Trimming for Friendship Park and Festival Fields. This was done to allow staff to select the most advantageous price for each category.

The city facilities included in the proposal are:

- Civic Center Campus
- Fire station 171 & Police sub station
- Fire station 172
- Fire station 173
- Avondale Community Center
- Municipal Operations Service Center (MOSC)
- Waste Water Treatment Plant
- Old City Hall

The city medians and easements included in the proposal are:

- McDowell Road from Dysart to Rancho Santa Fe
- McDowell Rd. from 107th Ave. to 99th Ave.
- 99th avenue, North & South of McDowell
- 107th Ave North of McDowell
- Dysart Road from Van Buren to Indian School Rd
- Van Buren East of Avondale Blvd.
- Loma Linda from 1st to 2nd Streets.
- Lower Buckeye from 123rd to 127th Avenues.
- Avondale Blvd. from Buckeye Rd. to just North of McDowell Rd.
- Western Avenue from Dysart to Central.
- Encanto at 113th Ave

The city received five (5) proposals, which were reviewed by a panel of City staff. Staff's evaluation included the contractor's content and quality of the information provided; the ability of the contractor to successfully perform the requested services; the contractor's experience and qualifications; and price. Of the five firms submitting proposals, two companies scored 100% on the qualifications based evaluation. The remaining three companies scored measurably lower and therefore were not recommended for award.

ISS Grounds Control was one of the two highest scored companies by the proposal evaluation committee. After careful review of the pricing, the evaluation committee recommended that ISS Grounds Control be awarded the landscaping services contract for city medians and city facilities.

BUDGETARY IMPACT:

The reduction of staff and the privatization of landscape services for the neighborhood parks and city facilities will enable the city to save over \$100,000.00 in operating expenditures. These savings include salaries and benefits, vehicle and equipment replacement, and operating expenses such as fuel and equipment repairs. Funding for the landscape services contract is budgeted in the Parks, Recreation & Libraries operating and maintenance budget.

RECOMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with ISS Grounds Control in the amount of \$207,780.00 to provide landscaping services and authorize the Mayor or the City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Click to download

 [PSA](#)

 [Price Sheet](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ISS GROUNDS CONTROL, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 19, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and ISS Grounds Control, Inc., a Delaware corporation (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, PR-08-006 "Landscaping Services," (the "RFP") seeking Proposals from Vendors for professional landscaping services.

B. The Consultant responded to the RFP by submitting the Proposal for Landscape Services RFP (PR 08-006) (the "Proposal"), a copy of which is attached hereto as Exhibit A, and incorporated herein by reference. The City desires to enter into an Agreement with the Consultant for that portion of the landscaping services set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for a period of two (2) years until May 19, 2010. This Agreement may be extended for up to three consecutive one-year terms if (i) at least thirty days prior to the end of the then-current term of this Agreement, the Consultant requests in writing to extend the Agreement for an additional one year term and (ii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason.

2. Scope of Work. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B, consistent with the RFP and in the manner set forth in the Proposal.

3. Compensation. The City shall pay Consultant a price not to exceed \$207,780.00 for the Services at monthly billing fees as more particularly set forth in Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims

arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past Final Completion and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified with a RFP number and title. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days’ written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default

hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to Consultant: ISS Grounds Control, Inc.
2960 East Elwood
Phoenix, Arizona 85040
Facsimile: (602) 304-0321
Attn: Don Schlander, Sr. Vice President

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, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's response to the RFP, the documents shall govern in the order listed herein.

14.17 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods and services from another source when necessary.

14.18 Cooperative Purchasing. This Agreement shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Consultant”

ISS GROUNDS CONTROL, INC., a
Delaware corporation

By:_____

Name:_____

Its:_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ISS GROUNDS CONTROL, INC.

[Consultant's Response to the RFP]

See following pages.

ISS Grounds Control, Inc.
2960 E. Elwood
Phoenix, Arizona 85040



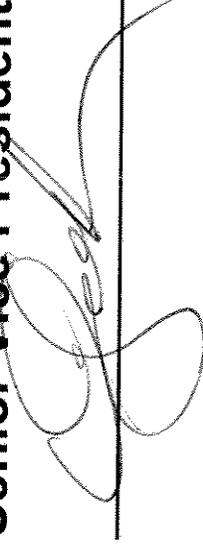
ISS Grounds Control, Inc.

Landscape Services RFP (PR 08-006)

City Clerk of Avondale
11465 West Civic Center Drive Suite 200
Avondale, Arizona 85323

Submitted by – Don Schlander

Senior Vice President



4/17/08



General Information

ISS Grounds Control, Inc. is a subsidiary of the world's largest facility services organization that was founded in 1901. **ISS Facility Services**, based in Copenhagen, Denmark currently employs more than 440,000 employees operating in 50 countries world wide with 2007 revenues of \$13.2 billion. The ownership consists of EQT (a Swedish venture capital firm) and Goldman Sachs (a New York securities firm). They specialize in landscaping, janitorial cleaning, and integrated services for all types of facilities. The US operations are based in San Antonio Texas – 1019 Central Parkway North Suite 100 San Antonio, Texas 78232 phone 210-495-6021. The president of the landscape division, Dale Micetic, is housed in the Phoenix office.

ISS Grounds Control, Inc (formally Terrain Systems, Inc. and Landscape Care) has been operating in the Metro Phoenix area for 30 years and employees 350 people on a local level office at 2960 E. Elwood Street in Phoenix, Arizona phone 602-304-0304. The local operation is head by Senior Vice President's Todd Huston in charge of Construction, and Don Schlander in charge of Maintenance who created and submitted this proposal and would be the contract point. All work, crew scheduling, and correspondence would originate out of the Phoenix office on Elwood.

Arizona professional registrations

- Contractor's license – A-21 #ROC176160 C-21 #ROC1766161 A General #ROC 1766162
- Federal identification number - #86-1534279
- State of Arizona resale number - #307-622020-E
- Certified Nursery Professional – Bill Sandercock

General Information

- Arizona Certified Landscape Professional – Dan Scholl
- Certified irrigator – Juvenal Salgado – irrigation tech for City of Avondale
- Certified arborist – Brian Daley – coordinates tree division – WE-7489A
- Structural Pest Control business license – Kenny Romero Qualifying Party - #8645
- Certified Applicator License – Ricky Lockhart, Luke Sydnor, Flavio Lizalde
- Certified Gardner #1, #2, #3 – Flavio Lizalde
- Horticultural Degree – Melanie Cervantes – best practices coordinator

Contracts currently held

- City of Avondale – 5 years - street/grounds/building maintenance
 - Dave Ramuz 623-764-0130
- Town of Paradise Valley – 4 years - street/grounds maintenance
 - Brent Skoglund 480-348-3540
- City of Gilbert – 1 year - street/grounds maintenance
 - Rick Acuna 480-503-6268
- Arizona Department of Transportation – 2 years - 202 and I-10 freeway intersection - medians and shoulders grounds maintenance
 - Ellen Farmer 602-712-7211
- Motorola/Honeywell – 2 years - Jones Lang LaSalle – office complex all grounds maintenance
 - Hector Aquilar 602-722-5004

Contracts terminated in past five years

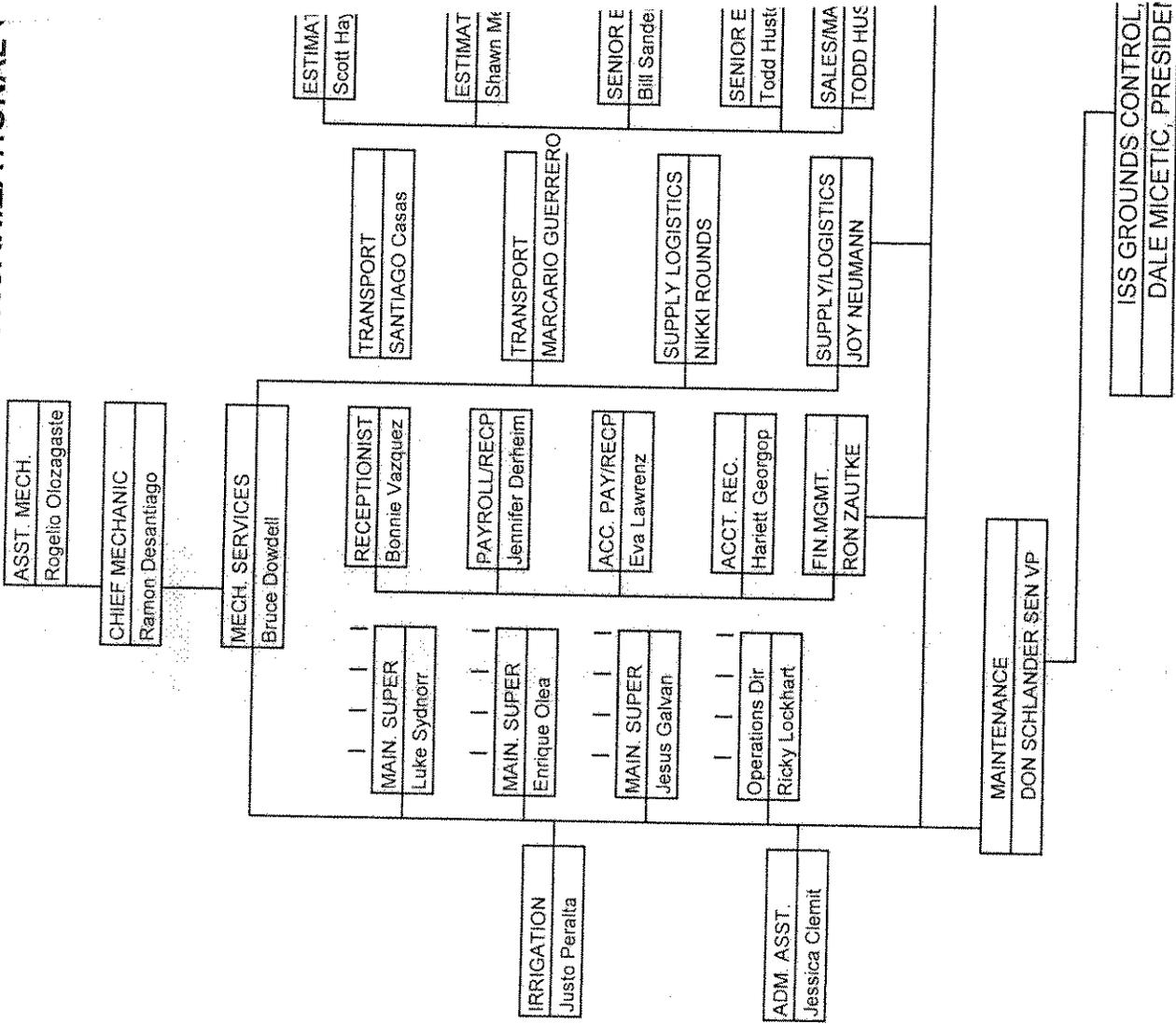
- City of Goodyear – 5 years - streets/grounds maintenance
 - JR Kane 623-932-3020 – no claims – was underbid by another provider – please call him in that the City was very pleased with our work and looks horrible at this juncture. I believe if you tour the City and/or inquire as to their current satisfaction level, it is very low.

Organizational Chart

- SEE ATTACHED 11" x 17" Chart

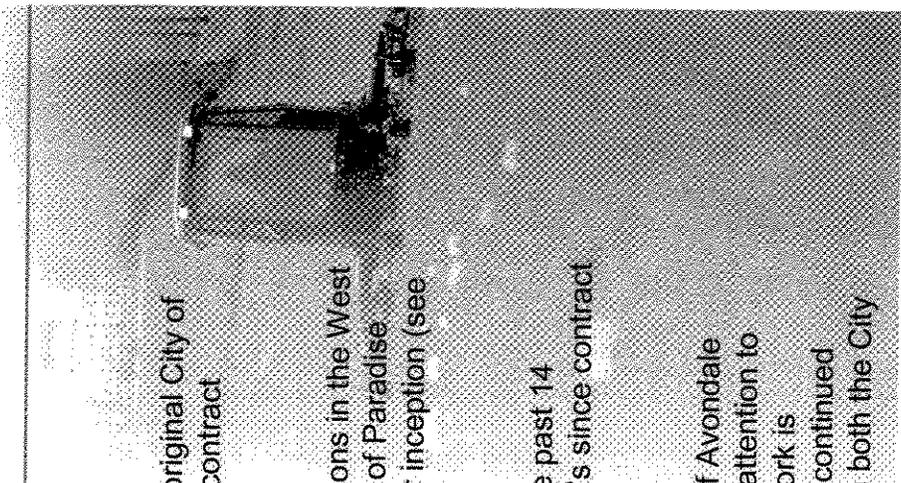


ISS GROUNDS CONTR ORGANIZATIONAL



Key Personnel Experience

- **Don Schlander – Senior Vice President**
 - Formed company in 1997 and has been running the maintenance division, bid the original City of Avondale contract, and has been coordinating all aspects of the contract since the contract inception
- **Ricky Lockhart – Operations Director**
 - Has been with ISS Grounds Control, Inc since 2001 and has run all the field operations in the West Valley including City of Avondale since the contract inception. Has overseen Town of Paradise Valley, City of Goodyear, City of Gilbert, ADOT, and Jones Lang LaSalle since their inception (see current contracts page for references and phone numbers)
- **Flavio Lizalde – Customer Service Coordinator**
 - Has been in the landscape business for 30 years and oversees the West Valley the past 14 months including City of Avondale. Has overseen all the Honeywell's and Motorola's since contract inception.
- **Enrique Olea – Area Superintendent**
 - Has been the West Valley Superintendent the past 7 years and overseen the City of Avondale since the contract inception. His knowledge of all the City areas is exceptional, his attention to detail is unmatched, and his follow through in accomplishing daily work and extra work is consistently very high. He is an invaluable resource to the City of Avondale in their continued quest to keep the landscape maintenance at the highest level. Oversees all work in both the City of Avondale and the City of Goodyear since contract inception

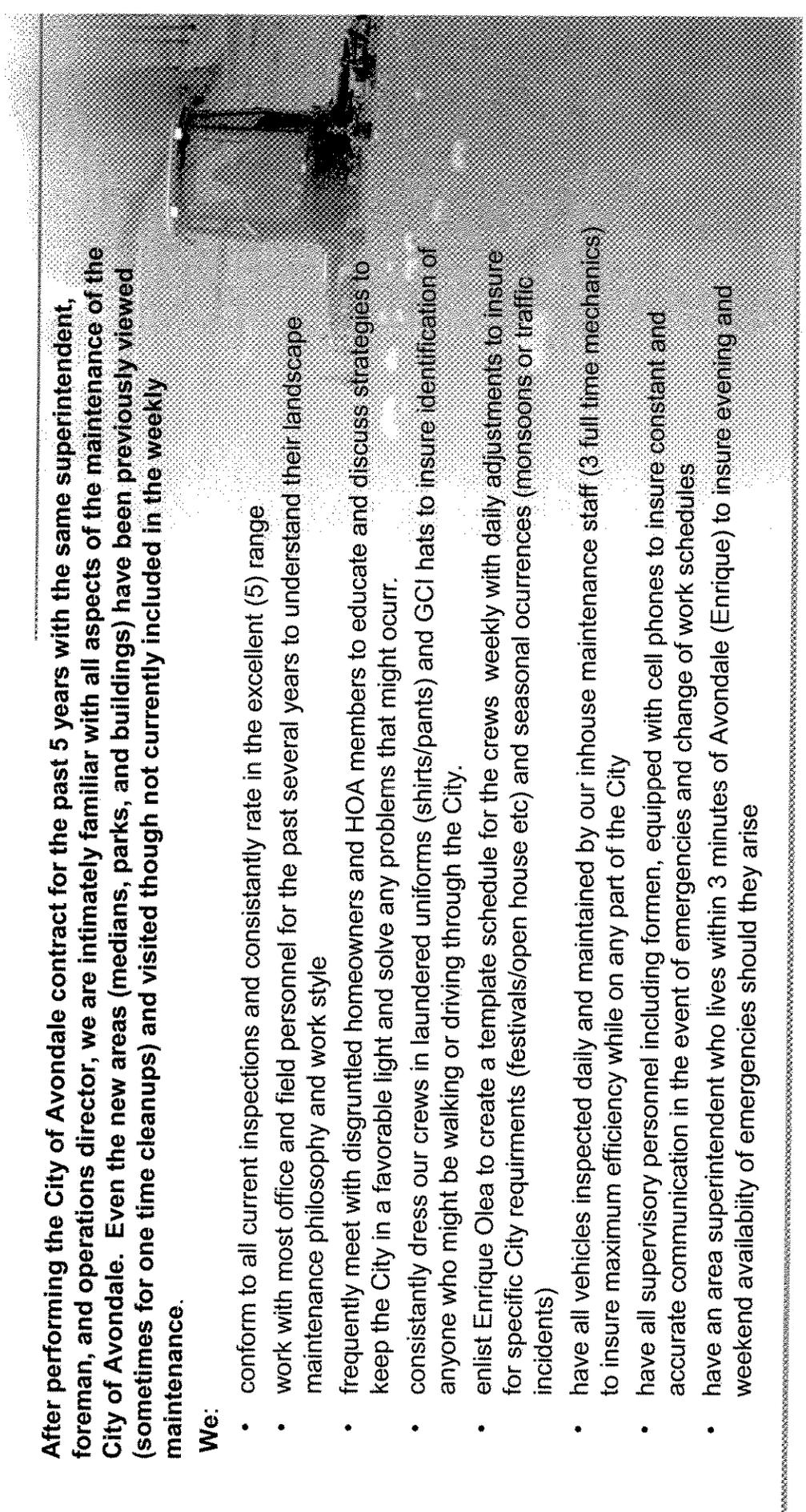


Approach to Performing Required Services

After performing the City of Avondale contract for the past 5 years with the same superintendent, foreman, and operations director, we are intimately familiar with all aspects of the maintenance of the City of Avondale. Even the new areas (medians, parks, and buildings) have been previously viewed (sometimes for one time cleanups) and visited though not currently included in the weekly maintenance.

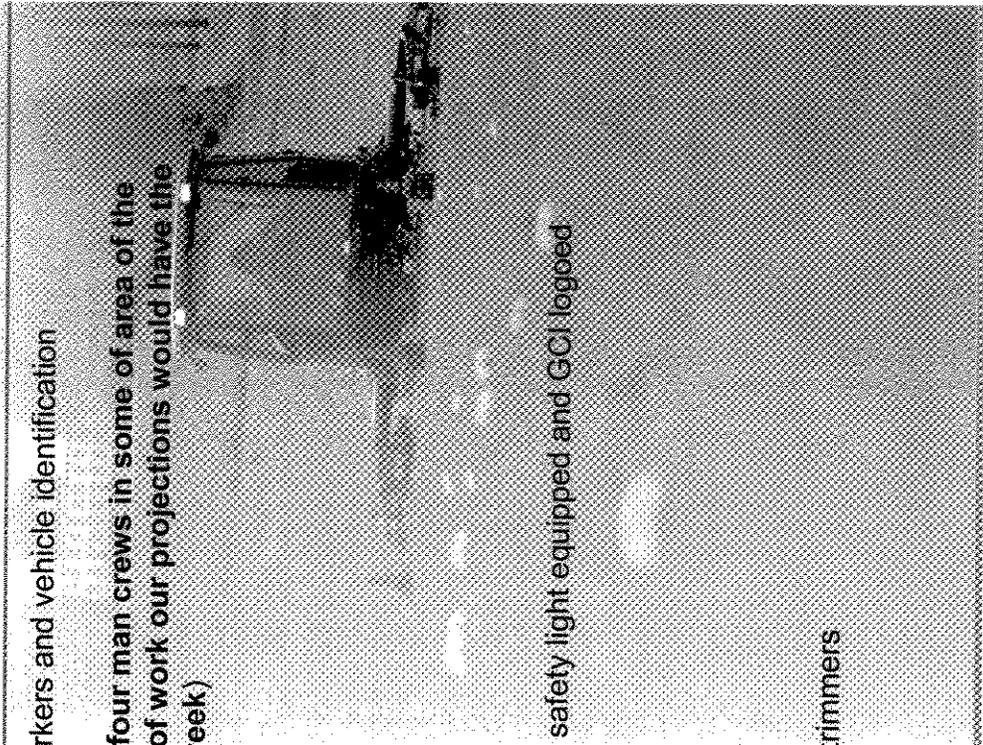
We:

- conform to all current inspections and consistently rate in the excellent (5) range
- work with most office and field personnel for the past several years to understand their landscape maintenance philosophy and work style
- frequently meet with disgruntled homeowners and HOA members to educate and discuss strategies to keep the City in a favorable light and solve any problems that might occur.
- consistently dress our crews in laundered uniforms (shirts/pants) and GCI hats to insure identification of anyone who might be walking or driving through the City.
- enlist Enrique Olea to create a template schedule for the crews weekly with daily adjustments to insure for specific City requirements (festivals/open house etc) and seasonal occurrences (monsoons or traffic incidents)
- have all vehicles inspected daily and maintained by our inhouse maintenance staff (3 full time mechanics) to insure maximum efficiency while on any part of the City
- have all supervisory personnel including foremen, equipped with cell phones to insure constant and accurate communication in the event of emergencies and change of work schedules
- have an area superintendent who lives within 3 minutes of Avondale (Enrique) to insure evening and weekend availability of emergencies should they arise



Approach to Performing Required Services

- Adhere to all safety and traffic regulations with both crew workers and vehicle identification
- **Our current staff to maintain the City of Avondale consists of 2 four man crews in some of area of the City a total of 7 work days per week. Given the increase scope of work our projections would have the following for a four man crew: (3 four man crews – 5 days per week)**
 - Avondale Civic Center – 2 days per week
 - Avondale Medians – 3 days per week
 - Avondale Parks – 4 days per week
 - Avondale City Facilities – 2 days per week
 - Crystal Gardens – 3 days per week
 - Extra work/catch up – 1 day per week
- **Equipment dedicated to City of Avondale contract**
 - 3 1 ton diesel Isuzu's 3 16 foot dual axle trailers with brakes – safety light equipped and GCI logged
 - 1 Toyota crew cab – irrigation tech
 - 1 ½ ton GMAC pickup – superintendent
 - 1 60 inch 1 45 inch Exmark Lazer mowers
 - 1 Gator (utility vehicle) for Crystal Gardens
 - 3 21" inch Honda mowers
 - 6 Echo backpack blowers 4 Echo line trimmers 2 Echo string trimmers

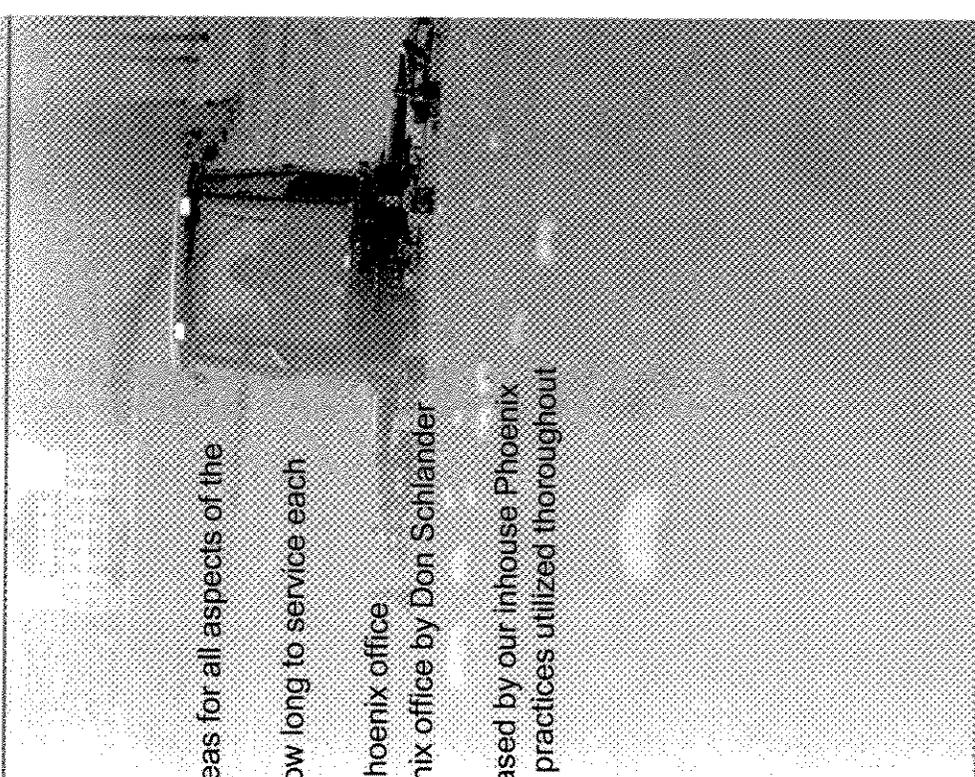


Approach to Performing Required Services

- **Chemical weed control** – a consistent chemical program will be followed with pre emergent being applied every 6 months to all granite areas for weed control and post emergent being applied as needed for existing weeds
- **Trim cycle** – a realistic trim schedule for all shrubs will be maintained focusing on the growth seasons and will be adhered to. Typical pruning require a substantial spring trimming on or around March/April with selective pruning done on or about May/June and again on or about August/September. All of the above would be temperature sensitive.
- **Tree pruning** – typical maintenance contracts utilize a 8-10 (bid specs are 12) foot trim guideline for inclusion in monthly trimming. A tree inventory and resultant plan for major pruning and trimming will be created to insure optimum health of mature trees throughout the City
- **Trash pickup** – followed on the agreed upon schedule. Trash and cleanliness are stressed and removed on the specified basis to insure a pristine City environment
- **Regular walkthroughs** – regular walkthroughs with the appropriate City personnel will be scheduled to insure consistent maintenance quality, completion of work orders, and follow through on a prearranged schedule.
- **Written communication** – the monthly review sheets provided by the City will be reviewed with appropriate field personnel to insure adherence to City policies
- **Assigned staff** – assigned foremen and crew members will be the same individuals, will have weekly training sessions focusing on specific City goals/targets, objectives, and seasonal concerns to insure the landscape maintenance is being conducted in an appropriate manner
- **Quality control** – the area superintendent (Enrique Olea) and his 3 assigned foremen will combine oversight responsibilities in examining field work performed to insure City of Avondale standards are being complied with

Approach fo Performing Required Services

- **Contract Management**
 - Field site maps are provided to all the crews designating service areas for all aspects of the contract
 - Weekly man hour targets are provided to the foremen specifying how long to service each location within the contract
 - All billing issues and invoicing are handled by Eva Lawentz in the Phoenix office
 - Additional billings or extra work will be bid and handled in the Phoenix office by Don Schlander Senior Vice President
 - Supplies/materials utilized within the City of Avondale will be purchased by our inhouse Phoenix staff and will confirm to the highest horticultural standards and best practices utilized throughout the Valley



Approach to Performing Required Services

Crystal Gardens

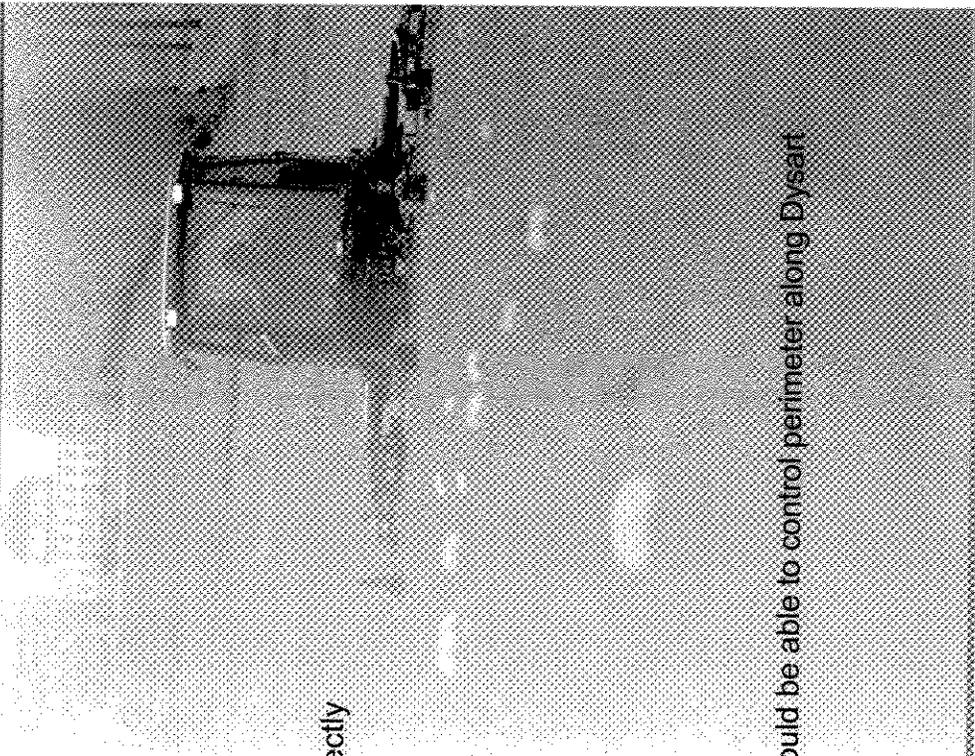
- This is undoubtedly the most difficult of all the properties to maintain. It requires
 - Constant irrigation monitoring – clocks must be run at night due to kids vandalizing the sprinkler heads
 - Paths must be monitored to insure erosion is not a hazard. Having an adequate supply of ¾" Red Cherokee granite on site is mandatory to keep up with the foot traffic, walkers, bikers, and joggers the
 - Constant monitoring of the 10 foot steel header board is necessary to insure no pedestrian injuries
 - Valve box covers are routinely thrown into one of the 21 lakes and need to be "fished out" weekly
 - Turf slopes require multiple settings on the irrigation clocks to insure adequate water and minimal
 - Trash removal from the 28 existing trash receptacles to residents constantly throwing their yard over the back fence requires constant monitoring and can only be done utilizing a gator
 - In that the trees along the turf areas have no ancillary watering system, correct plantings that allow additional trees must be coordinated to insure they have adequate time to root before the summer temperatures increase. Homeowner cooperation in hand watering is also necessary.
 - Interfacing with the HOA management company is a must and continues to be a high priority to insure City image and effectiveness.
 - Aerating these turf areas will assist in correct percolation and penetration of water/fertilizer

Medians and Easements

- These require a consistent scheduling to insure higher traffic areas are safely serviced and done in off peak hours
 - Trash is always prevelent which require regularly scheduled service dates
 - Weeds, without a regular 6 month pre emergent schedule, could overtake some of the medians

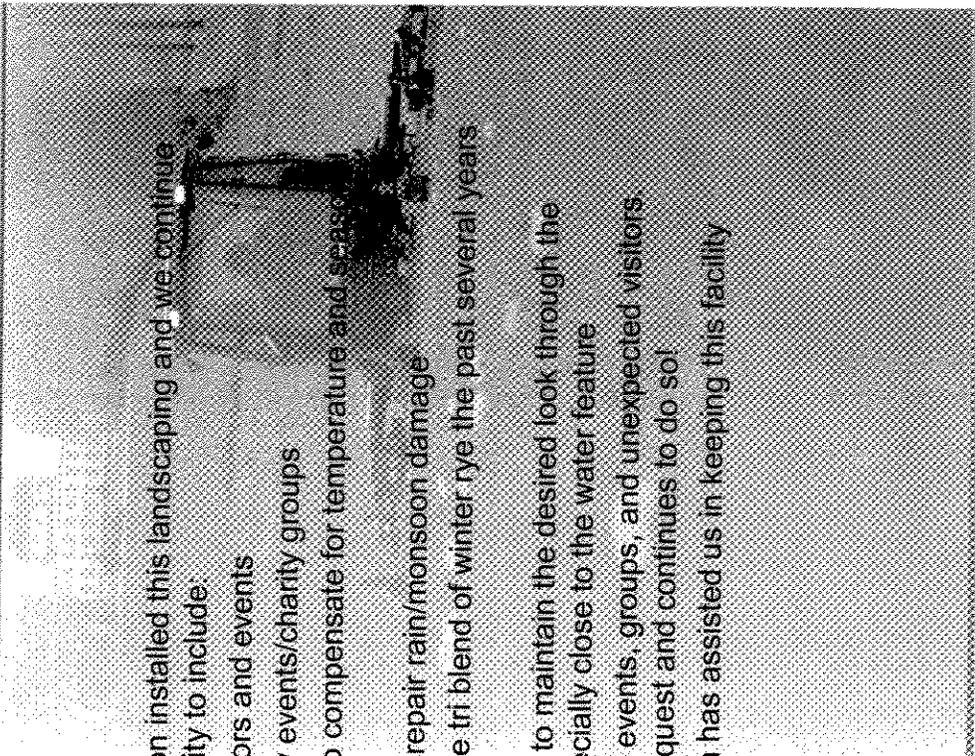
Approach fo Performing Required Services

- **Additional City Facilities**
 - **Avondale Community Center**
 - New and remains to be documented
 - **Fire station 172**
 - Have done multiple cleanups over the years
 - Removed turf on North side
 - Entrance to Crystal Gardens HOA so important to detail correctly
 - **Fire station 173**
 - All granite makes weed control paramount here
 - **Police & Fire Station**
 - New and remains to be documented
 - **Library & Sernas Plaza**
 - New and remains to be documented
 - **Municipal Ops Service Center**
 - Fairly intense along Lower Buckeye
 - **Waster Water Treatment Plant**
 - Bid cleanup both inside and out. With adequate chemical should be able to control perimeter along Dysart
 - **Old City Hall Facility**
 - Small and easily maintained with regular service



Approach fo Performing Required Services

- **Civic Center Campus**
 - Obviously the showplace of the City. Our construction division installed this landscaping and we continue to make adjustments to various sections of this beautiful facility to include:
 - Specific trimming of trees and shrubs targeted at visitors and events
 - Tree replacement and/or additions to accommodate City events/charity groups
 - Irrigation clock adjustments are continually performed to compensate for temperature and seasonal concerns but also City coordinated events on campus.
 - Erosion control in various parts of the granite areas to repair rain/monsoon damage
 - Targeted perennial winter rye – we utilized a golf course tri blend of winter rye the past several years to insure a lush, green look in designated areas
 - Natural "horticulturally approved techniques" are critical to maintain the desired look through the desert landscaped areas around the Civic Center especially close to the water feature
 - Flexibility of service days is critical to accommodate City events, groups, and unexpected visitors. Enrique has worked very hard to accommodate every request and continues to do so!
 - Having intimate company knowledge of this installation has assisted us in keeping this facility exceptional 24/7!



Approach to Performing Required Services

– City Parks

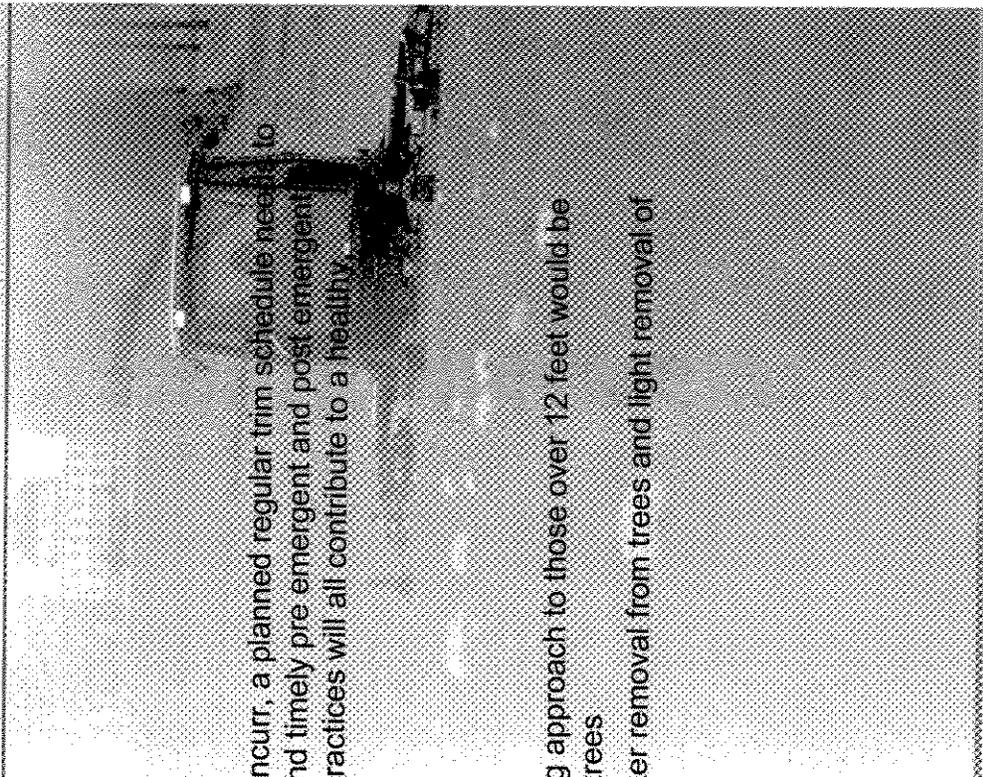
While we have performed and bid additional services over the years, we have not "maintained" the parks to date. An examination of the parks once the new contract is initiated will be critical to include:

- Irrigation controllers – the viability of all the clocks, their functionality, and what should be replaced should happen immediately
- Irrigation audit – performing a complete audit of each irrigation system is necessary to insure new maintenance efforts are recognized. Assessing all the valves, solenoids, heads, and lateral lines will insure the parks eventually return to their original state and minimize water usage
- Weeds – many of the parks have inordinate amounts of weeds and need to be sprayed and evaluated for a strategy to begin to eradicate what has been allowed to grow and germinate. A spray log of what the City has sprayed and when would be necessary to assess a new strategy
- Dead plant/tree/palm tree material need to be assessed to determine what/when is removed and a strategy implemented to insure new practices combat this
- Turf quality in addition to soil testing for nutrient levels and fertilization schedules need to be implemented to insure a healthy stand of turf
- Large tree assessment – given the age of some of the parks, an assessment of tree conditions and a strategy to foster healthy growth is critical to the healthy appearance of all the parks

Approach fo Performing Required Services

- Friendship and Festival Fields Parks

- Given the large amount of use and traffic both these parks incur, a planned regular trim schedule needs to be implemented immediately. City adherence to correct and timely pre emergent and post emergent treatment, fertilization schedules with the turf and mowing practices will all contribute to a healthy functioning park environment.
- A suggested trim schedule would be
 - Spring (hard/more aggressive) prune March/April
 - Summer prune July/August
- While the trees are still at smaller levels, a targeted trimming approach to those over 12 feet would be prudent to insure ongoing, healthy grow patterns for all the trees
- Natural pruning techniques will be practiced along with sucker removal from trees and light removal of overhanging branches impeding walk areas (7 feet)



SECTION A

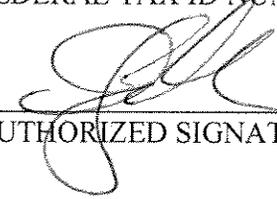
VII. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

ISS Grounds Control, Inc.
FIRM SUBMITTING PROPOSAL

06-1534279
FEDERAL TAX ID NUMBER

Don Schlander Sen VP
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

2960 E. Elwood Street
ADDRESS

602-304-0304 602-304-0321
TELEPHONE FAX #

Phoneix, Arizona 85040
CITY STATE ZIP

4/17/08
DATE

WEB SITE: www.issgroundscontrol.com EMAIL ADDRESS: dschlander@ground
scontrol.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? No

If yes, please provide details and documentation of the certification.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR PROPOSALS
FOR
LANDSCAPING SERVICES

PR 08-006

Addendum No. 1

ISS Grounds Control, Inc., affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.

Signed  _____, Date April 17 _____ 2008

Don Schlander
Print Name

Senior Vice President
Title

ISS Grounds Control, Inc.
Company Name

2960 E. Elwood Street
Address

Phoenix, Arizona 85040
City, State, Zip Code

END OF ADDENDUM No. 1

PRICING

HOURLY RATES:

Straight time:	Hourly Rate
Superintendent	<u>\$30.00</u>
Foreman	<u>\$28.00</u>
Journeyman	<u>\$25.00</u>
Apprentice	<u>\$15.00</u>
Helper	<u>\$15.00</u>
Other (please list):	
_____	_____
_____	_____
_____	_____
_____	_____

Overtime:	Hourly Rate
Superintendent	<u>\$45.00</u>
Foreman	<u>\$42.00</u>
Journeyman	<u>\$37.50</u>
Apprentice	<u>\$24.00</u>
Helper	<u>\$24.00</u>
Other (please list):	
_____	_____
_____	_____
_____	_____
_____	_____

SUBCONTRACTOR FEE STRUCTURE

Indicate work performed by subcontractor(s):	Rate(s)
<u>Southwest Grounds Control</u>	<u>\$300.00 acre</u>
<u>pre post emergent</u>	
_____	_____
_____	_____
_____	_____

MATERIAL FEE STRUCTURE

<u>Cost plus 30%</u>	_____
_____	_____

Charge per Location:

Crystal Gardens \$ 7900.00 / month

Medians

1. McDowell Road from Dysart to Rancho Santa Fe \$ 450.00 / month
2. McDowell Rd. from 107th Ave. to 99th Ave. \$ 450.00 / month
3. 99th ave. North & South of McDowell \$ 150.00 / month
4. 107th Ave North of McDowell \$ 450.00 / month
5. Dysart Road from Van Buren to Indian School Rd \$ 1,375.00 / month
6. Van Buren East of Avondale Blvd. \$ 450.00 / month
7. Loma Linda from 1st to 2nd Streets. \$ 290.00 / month
8. Lower Buckeye from 123rd to 127th Avenues \$ 450.00 / month
9. Avondale Blvd. from Buckeye Rd
to Just North of McDowell Rd. \$ 1,190.00 / month
10. Western Avenue from Dysart to Central. \$ 1,050.00 / month
11. Encanto at 113th Ave \$ 790.00 / month

Total Medians \$ 7,095.00 / month

City Facilities

1. Avondale Community Center \$ 390.00 / month
2. Fire Station 172 \$ 1,290.00 / month
3. Fire Station 173 \$ 990.00 / month
4. Police station & Fire station 171 \$ 390.00 / month
5. New Library & Sernas Plaza \$ 290.00 / month
6. Municipal Ops Service Center \$ 590.00 / month
7. Waste Water Treatment Plant \$ 1,590.00 / month

8. Old City Hall Facility \$ 290.00/ month

9. Civic Center Campus \$ 4,690.00/ month

Total City Facilities \$ 10,510.00 month

City Parks

1. Donnie Hale \$ 590.00 month

2. Mountain View \$ 1,890.00 month

3. Dennis DeConcini \$ 1,390.00 month

4. Fred Campbell \$ 1,190.00 month

5. Dessie Lorenz \$ 1,790.00 month

6. Las Ligas \$ 2,490.00 month

7. Doc Rhoades \$ 990.00 month

8. Coldwater \$ 2,490.00 month

9. Dysart Park \$ 890.00 month

Total Parks \$ 13,710.00 month

Friendship Park Tree & Shrub Pruning \$ 850.00 month

Festival Fields Park Tree & Shrub Pruning \$ 500.00 month

Total Tree & Shrub Pruning \$ 1,350.00 month

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ISS GROUNDS CONTROL, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

The Consultant shall provide landscaping services, including, but not limited to, mowing, edging, pruning, fertilizing, irrigation programming, raking, weeding, and trash and debris cleanup on the sites designated on exhibits attached hereto. The Consultant shall furnish all labor, materials, equipment, tools, services and skill required to maintain the landscape in a healthy and attractive condition throughout the term of the Agreement. The Consultant shall have the right to use weekends and holidays to accomplish weekly, monthly, semi-annual and annual services.

Consultant shall comply with leaf blower policy beginning March 31, 2008, which prohibits operating leaf blowers on any high pollution advisory day and blowing landscape debris into public roadway at any time.

No minimum manpower requirements shall be placed on the Consultant in relation to the number of landscape personnel required. The Consultant shall have each facility, as listed, in first-rate condition according to the specification on each working day, unless otherwise stated and or specified herein. The Consultant is encouraged to schedule services for each facility whereby supervision of his/her personnel and security of the facility will be maintained at all times. The Consultant shall be expected to coordinate landscape services with the parties responsible for management of the facility. Landscape services shall be coordinated and/or scheduled to prevent interference or disturbance of City business such as events, sports activities, or meetings held in certain areas of the facility during the servicing period.

1. General Obligations.

a. Supplies and Materials. Consultant shall furnish all supplies, materials, and equipment necessary for the proper performance of the landscape services. Supplies and materials include, but are not limited to, brooms, trimmers, mowers, blowers, chemicals, vacuums, chain saws, rakes, clippers, and other hand tools and fuel. When necessary, the Consultant shall supply trash receptacles for trimmings. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Facilities Manager, which shall not be unreasonably withheld. Equipment deemed by the Facilities Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the Consultant. At a minimum, these supplies and materials shall be of a quality to conform to applicable State specifications. The Consultant shall not use any material or supplies which the Facilities Manager determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.

b. Miscellaneous Requirements. Consultant shall:

(1) Provide MSDS for all chemicals used or stored on building grounds to the Facilities Manager.

(2) Provide hazardous chemical communications and safety training to Consultant's personnel, and provide proof of such training to the Facilities Manager.

(3) Provide adequate field supervision to ensure landscape staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours.

(4) Develop an internal monitoring system that will be used to ensure service quality, which shall include regularly scheduled written inspections, with a copy to the Facilities Manager. The Facilities Manager may choose to inspect with the Consultant.

(5) Report vandalism and/or damage of the City's property to the Facilities Manager immediately upon discovery.

(6) Submit with monthly invoice a notarized statement from the Consultant and Subcontractors certifying that prevailing wages have been paid.

(7) Inform employees that the City's equipment, including trimmers, sweepers, vacuums, blowers, mowers, chemicals, office equipment, telephones, computers, exercise equipment, etc, shall not be used by the Consultant or the Consultant's employees.

c. Licenses. Consultant shall have A21 and L26 commercial lawn and sprinkler maintenance licenses if replacement landscaping is to be done. Consultant agrees to purchase all other licenses required by the City, State and federal governments. Consultant (or sub-Consultant) must hold a Pest Control Operator's license and certification for restricted pesticides.

d. Environmental Responsibility. The Consultant shall adhere to the revised MAG 1999 Serious Area Particulate Plan PM-10 Plan and MAG 2003 Carbon Monoxide Redesignation Request and Maintenance Plan (Measure 6, 2-14), which is aimed at reducing activities which may contribute to diminished air quality. This may involve a shift in the timing of activities during critical air pollution periods.

e. Security. The Consultant shall ensure that only their properly identified employees listed with the Facilities Manager are permitted on the premises during the performance of daily duties. The Consultant will be held strictly accountable for damages or breaches of security caused by Consultant's employees. The Consultant shall be given instructions on the City's sign-in/out procedures. It shall be the Consultant's responsibility to ensure procedures are strictly followed.

2. Consultant Staff.

a. Employee Recruitment. The Consultant shall provide adequate personnel, trained in proper landscape management methods and techniques to properly and satisfactorily maintain the grounds on a day-to-day basis during the scheduled times indicated. The Consultant must provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City's Facilities Management Department shall be notified prior to the change when possible or as quickly as possible thereafter. The Consultant shall be responsible for furnishing a

replacement landscape employee in the event of sickness or absence. In addition, Consultant's supervisory staff shall have the ability to:

- (1) Read, write, speak and understand the English language.
- (2) Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
- (3) Understand written and oral rules and regulation and apply them in a tactful and non-confrontational manner.

b. Employee Acceptance by the City. The City will be the sole judge of the efficiency and acceptability of each landscape employee's performance while on site. The City reserves the right to require the Consultant to remove any landscape personnel from further duty at City facilities, without cause and without the right to recover damages by such landscape employee or by the Consultant from the City. The Consultant shall promptly remove and replace an individual landscape employee when requested to do so by the City. Any damage to the City's property caused by the Consultant's personnel shall be repaired at the Consultant's expense.

c. Uniform and Appearance Standards. The Consultant's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Consultant.

d. Personnel Supervision. The successful Consultant shall be responsible for all coordination and supervision of personnel associated with the landscape service at the City's facilities. These activities include, but may not be limited to the following:

e. Certified Arborist. Contractor shall have a certified arborist on staff to ensure proper tree pruning and health.

- (1) Recruit, screen and train personnel.
- (2) Provide a Project Manager who shall be responsible for the performance of the contract and remain the Consultant's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communication with the City's Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Facilities Manager. The Project Manager shall contact the Facilities Manager to review overall performance, receive special instructions regarding landscaping items, or discuss other pertinent items regarding the contract and the Consultant's performance.

- (3) Evaluate Consultant's staff performance.

3. Site Responsibilities.

Medians and Easements

a. Locations. Eleven (11) medians and easements throughout the City are to be maintained as part of this Agreement. The medians are as follows:

- (1) McDowell Road from Dysart Road to Rancho Santa Fe
- (2) McDowell Road from 107th Avenue to 99th Avenue
- (3) 99th Avenue, North & South of McDowell Road
- (4) 107th Avenue, North of McDowell Road
- (5) Dysart Road from Van Buren to Indian School Road
- (6) Van Buren Street, West of Avondale Boulevard
(Pavers 1,827 sf Landscaping 6,174sf)
- (7) Loma Linda from 1st to 2nd Streets
- (8) Lower Buckeye Road from 123rd Avenue to 127th Avenue
- (9) Avondale Boulevard from Buckeye Road to North of McDowell Road
- (10) Western Avenue from Dysart Road to Central Avenue
- (11) Encanto at 113th Avenue

b. Cleaning.

(1) Consultant shall remove litter, trash, dried or dead plants and parts of plants (leaves, fronds, branches) in areas where work occurs daily, and the entire contract site weekly.

(2) Cleaning includes, but is not limited to, granite areas, walkways, streets concrete portions of the medians and driveways. Animal waste removal is considered cleaning under this contract.

(3) Consultant shall always be alert to trash visible from the street and remove it immediately.

c. Granite Maintenance.

(1) Raking and leveling of decomposed rock areas and removal of grass and weeds from decomposed rock areas shall occur bi-weekly and a pre-emergent herbicide shall be applied twice a year (Spring and Fall) to prevent the germination of most noxious weeds and grasses.

(2) All grass and weeds growing in cracks of sidewalks, curbs, and asphalt adjacent to landscaped areas will be manually and/or chemically controlled on a weekly basis.

(3) All decomposed rock areas, shrub beds, planter islands, and ground cover areas shall be kept free of weeds and grasses by post-emergent herbicides and/or manually removed.

(4) Prior to the use of herbicides, Consultant shall submit a list of chemicals with MSDS sheets to the City Facilities Manager for approval of use on the work site.

d. Shrub and Ground Cover.

(1) Pruning and Trimming. Pruning and shaping of shrubs and ground cover shall occur as necessary but at least quarterly to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood. Shrubs shall not be clipped into balled or box forms unless required by the design. Edge ground cover as needed to keep from spreading over walks and curbs or up walls and into other plants. Trimming waste must be disposed of off-site on the day of service.

(2) Irrigation. Duration and frequency shall be dictated by plant needs. Consultant shall use a soil probe to occasionally monitor soil moisture levels in the root areas. Hand watering may be required in some areas, or if irrigation system is under repair.

(3) Fertilization. All plants shall be fertilized a minimum of one time per year with full spectrum granular fertilizers to provide adequate nutrient levels.

(4) Insect/Pest Infestation. Consultant shall maintain constant attention for pest invasion of shrubs and ground cover areas. Consultant will take proper control measures upon approval of cost by the City of Avondale.

(5) Dead and Declining Foliage. Plants that are in a state of decline or dead shall be brought to the attention of the City immediately. Replacement plants shall be of size, condition, and variety acceptable to the City. No plant replacement shall occur without the written approval of the City. Failure of Consultant to document and report such decline to the City with subsequent death of the plant shall hold the Consultant responsible for the replacement of plants of a size, condition and variety acceptable to the City at the Consultant's expense.

e. Tree Maintenance.

(1) Pruning Desert Trees. The pruning of desert trees shall occur as necessary but at least quarterly to enhance a natural desert look and to keep branches from interfering with pedestrian, vehicle and bicycle traffic. Pruning that creates a pom, ball, or umbrella look is unacceptable.

i. Consultant shall prune and shape only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood. Pruning must insure proper sight distance for motorists at intersections and/or traffic safety signs.

ii. Height limitation for tree pruning covered in this specification is twelve (12) feet. On trees over twelve (12) feet in height, only low-hanging branches that present a hazard to pedestrian or vehicle traffic will be pruned to a height of seven (7) feet.

iii. Maintenance pruning and suckers are to be removed immediately on appearance.

(2) Irrigation. Consultant shall program the irrigation controller to apply adequate water for moisture to penetrate throughout the root zone, and only as frequently as necessary to maintain healthy growth. Tree wells shall be maintained in drip or shrub areas for retention of water. Hand watering may be required in some areas, or if irrigation system is under repair.

(3) Fertilization. All trees shall be fertilized one (1) time per year with appropriate fertilizers approved by the City.

(4) Staking and Guying. Stakes and guys on existing trees are to be inspected regularly or immediately following a storm event and adjusted or removed as necessary. Labor to perform normal re-staking of trees shall be included in Consultant's pricing. All materials shall be provided by the Consultant and billed at a cost plus markup.

(5) Insect/Pest Infestation. Consultant shall maintain constant attention for pest invasion of landscaped areas. Consultant shall take proper control measures upon the approval of the City of Avondale.

(6) Dead and Declining Foliage. Trees that are in a state of decline or dead shall be brought to the attention of the City immediately. Replacement trees shall be of size, condition, and variety acceptable to the City of Avondale. No plant replacement shall occur without the written approval of the City. Failure of Consultant to document and report such decline to the City with subsequent death of the tree shall hold the Consultant responsible for the replacement of trees of a size, condition and variety acceptable to the City at the Consultant's expense.

f. Trash Receptacles. Trash receptacles are located along the Western Avenue site. Consultant shall be responsible for removing trash bags from containers, and refitting with empty bags once per week on scheduled service day.

g. Brickwork. Brickwork in medians shall be kept in a clean and orderly manner. All debris shall be cleaned off and bricks that have become dislodged shall be reset. Brickwork shall be maintained to be weed and grass free.

Additional City Facilities

a. Locations. Eight (8) other city facilities throughout the City are to be maintained as part of this Agreement. The facilities are as follows:

- | | | |
|-----|---------------------------|-------------------------|
| (1) | Avondale Community Center | 1007 South 3rd Street |
| (2) | Fire Station 172 | 1825 North 107th Avenue |
| (3) | Fire Station 173 | 11510 West Durango |

(4)	Police & Fire Station 171	519 East Western Avenue
(5)	Municipal Ops Service Center	399 East Lower Buckeye Road
(6)	Waste Water Plant	1408 South Dysart Road
(7)	Old City Hall Facility	525 North Central Avenue
(8)	Civic Center Campus	11465 West Civic Center Drive

b. Cleaning.

(1) Contractor shall remove litter, trash, dried or dead plants and parts of plants (leaves, fronds, branches) on the day of service.

(2) Cleaning includes, but is not limited to, granite areas, walkways, streets and driveways. Animal waste removal is considered cleaning under this Agreement.

(3) Consultant shall always be alert to visible trash and remove it immediately.

(4) Contractor shall empty trash containers and install new can liners on the day of service.

c. Granite Maintenance.

(1) Raking and leveling of decomposed rock areas and removal of grass and weeds from decomposed rock areas shall occur weekly and a pre-emergent herbicide shall be applied twice a year (Spring and Fall) to prevent the germination of most noxious weeds and grasses.

(2) All grass and weeds growing in cracks of sidewalks, curbs, and asphalt adjacent to landscaped areas will be manually and/or chemically controlled.

(3) All decomposed rock areas, shrub beds, planter islands, and ground cover areas shall be kept free of weeds and grasses by post-emergent herbicides and/or manually removed.

(4) Prior to the use of herbicides, Consultant shall submit a list of chemicals with MSDS sheets to the City Facilities Manager for approval of use on the work site.

d. Turf.

(1) Mowing. All lawn areas shall be mowed, trimmed and edged once per week. Grass shall be maintained to a height of approximately 1½ inches. Edge trim around planters, sprinkler heads, trees, and along sidewalks. All sidewalks and curbs shall be swept of clippings after mowing. Trash and debris will be removed from the premises after every mowing. Grass areas will be maintained to be weed free and in a healthy vibrant condition. Aeration of the turf areas shall occur two times per year. De-thatching and/or verti-cutting shall occur once per year or as necessary.

(2) Overseeding. Over seeding of portions of the Civic Center Campus shall be performed annually. See map page M-1. Proper turf preparation, adequate seed quantity and fertilization shall be performed to ensure superior winter grass grow in.

(3) Irrigation. Sprinklers shall be checked weekly for required adjustments and replacements to ensure maximum coverage. Immediate adjustments shall be made to correct over-spray into streets, parking lots, or other paved areas or excessive runoff from elevated lawn areas. Sprinkler heads will be replaced or repaired at the Consultant's expense if broken due to landscaping equipment used by Consultant's employees. The sprinkler system is to be checked after weekly mowing; any damage shall be repaired within 24 hours. All labor and material for minor repairs, such as head replacement, minor line leaks, etc. will be included within this the scope of work. Additional irrigation installations and/or major repairs are to be approved and paid through billing outside of the monthly fee. All City building codes shall be followed. Watering must be scheduled in accordance with accepted horticultural practices on automatic controllers and in quantities and frequencies consistent with seasonal requirements of the plant materials, and with consideration to water conservation. Hand watering may be required in some areas, or if irrigation system is under repair. At no time shall standing water be allowed to exist. Irrigation repairs or adjustments must be made immediately to resolve any standing water.

(4) Fertilization. Lawn areas shall be fertilized each spring to coincide with the Bermuda grass regeneration and again in 6-8 weeks. Fertilizers must be pre-approved. Appropriate watering procedures shall be followed before and after fertilizer application.

(5) Weeds. Weeds shall not be allowed to become established in any turf areas. Weeds shall be removed manually or chemically.

(6) Aeration. Turf areas shall be aerated two times per year.

e. Shrub and Ground Cover.

(1) Pruning and Trimming. Pruning and shaping of shrubs and ground cover shall occur as necessary but at least once per quarter to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood. Shrubs shall not be clipped into balled or box forms unless required by the design. Edge ground cover as needed to keep from spreading over walks and curbs or up walls and into other plants. Trimming waste must be disposed of off-site on the day of service.

(2) Irrigation. Duration and frequency shall be dictated by plant needs. Consultant shall use a soil probe to occasionally monitor soil moisture levels in the root areas. Hand watering may be required in some areas, or if irrigation system is under repair.

(3) Fertilization. All plants shall be fertilized a minimum of one time per year with full spectrum granular fertilizers to provide adequate nutrient levels.

(4) Insect/Pest Infestation. Consultant shall maintain constant attention for pest invasion of shrubs and ground cover areas. Consultant will take proper control measures upon approval of cost by the City of Avondale.

(5) Dead and Declining Foliage. Plants that are in a state of decline or dead shall be brought to the attention of the City immediately. Replacement plants shall be of size, condition, and variety acceptable to the City. No plant replacement shall occur without the written approval of the City. Failure of Consultant to document and report such decline to the City with subsequent death of the plant shall hold the Consultant responsible for the replacement of plants of a size, condition and variety acceptable to the City at the Consultant's expense.

f. Tree Maintenance.

(1) Pruning and Trimming. Consultant shall prune, shape and trim all shrubbery, hedges, plants and trees (including palm trees and oleander) as necessary but at least quarterly to stimulate growth, maintain growth within space limitations, or to maintain a natural appearance. All debris must be removed immediately. Two times per year, palm trees shall be trimmed to remove dead fronds and dated by the Consultant or suitable sub-Consultant. Once per year skinning shall be performed. All trees, shrubs, and bushes are to be pruned in such a manner so as to permit an unobstructed view of all signage and traffic. In the event that such pruning results in an unsightly appearance, it will be the responsibility of the Consultant to make the City aware of the problems and suggest a remedy. Trees and shrubs that have died or have been subject to wind damage should be brought to the attention of the City for decisions concerning replacement.

(i) Height limitation for tree pruning covered in this specification is twelve (12) feet. On trees over twelve (12) feet in height, only low-hanging branches that present a hazard to pedestrian or vehicle traffic will be pruned to a height of seven (7) feet.

(ii) Maintenance pruning and suckers are to be removed immediately on appearance.

(iii) Irrigation: Consultant shall program the irrigation controller to apply adequate water for moisture to penetrate throughout the root zone, and only as frequently as necessary to maintain healthy growth. Tree wells shall be maintained in drip or shrub areas for retention of water. Hand watering may be required in some areas, or if irrigation system is under repair.

(2) Fertilization. All trees shall be fertilized one (1) time per year with appropriate fertilizers approved by the City.

(3) Staking and Guying. Stakes and guys on existing trees are to be inspected regularly or immediately following a storm event and adjusted or removed as necessary. Labor to perform normal re-staking of trees shall be included in Consultant's pricing. All materials shall be provided by the Consultant and billed at a cost plus markup.

(4) Insect/Pest Infestation. Consultant shall maintain constant attention for pest invasion of landscaped areas. Consultant shall take proper control measures upon the approval of the City of Avondale.

(5) Dead and Declining Foliage. Trees that are in a state of decline or dead shall be brought to the attention of the City immediately. Replacement trees be of size, condition, and variety acceptable to the City. No plant replacement shall occur without the written approval of the City. Failure of Consultant to document and report such decline to the City with subsequent death of the tree shall hold the Consultant responsible for the replacement of trees of a size, condition and variety acceptable to the City at the Consultant's expense.

(6) Storm/Wind Damage. Consultant must immediately within 12 hours inspect for damage and perform re-staking, trimming and/or removal of debris after any wind or storm activity. Removal of damaged flora and re-staking shall be included in this contract. Replacement of damaged plants and trees must be approved by the City.

g. Blowing of Site.

(1) Consultant shall blow all debris from side walks, curbs, gutters, granite rock areas parking lots and turf areas on each service day. Debris shall be blown to a collecting area, picked up and removed from the site.

(2) Consultant shall comply with leaf blower policy beginning March 31, 2008, which prohibits operating leaf blowers on any high pollution advisory day and blowing landscape debris into public roadway at any time.

Irrigation Systems – All Sites

a. Complete irrigation systems shall be inspected for proper operation monthly during normal work schedule. Sprinkler heads shall be inspected weekly and adjusted to promote proper coverage.

b. Watering shall be scheduled by the supervisor on automatic controllers in quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. Controller programs will be adjusted as needed. Every effort shall be made to conserve water.

c. Watering shall be scheduled at night unless notified otherwise by the City Facilities Manager. Exceptions are watering after fertilization and at times of over seeding. Consultant shall adhere to any state or local watering restrictions.

d. All labor and material for minor repairs, such as head replacement, minor line leaks, etc. will be included in this scope of work.

e. Major irrigation repairs (i.e. such as controllers, time clocks backflow prevention devices etc.) shall be repaired on a time and materials basis, as approved by the City. If the

Consultant is required to make emergency repairs or adjustments during other than regularly scheduled visits, the work will be accomplished on a time and materials basis. Staff must be certified to perform this type of work.

f. Any damages to the irrigation system caused by the Consultant's equipment or carelessness while performing maintenance operations shall be repaired without charge to the City.

g. Vandalism or accidental damage caused by others shall be reported promptly to the City of Avondale Facilities Manager.

Site Inspections

a. As part of the contract administration process, the Facilities Manager, or designee, shall inspect each site to ensure Consultant is maintaining landscape in a manner that keeps City facilities appearing clean, manicured, healthy, flourishing, wholesome, and free from weeds and pest infestations. Site inspections will also determine if the Consultant is in compliance with the above specifications. A Quality Inspection Form will be used to evaluate the Consultant's performance on a week-by-week basis. See below. The Facilities Manager shall meet monthly with the Consultant to review the inspection reports and discuss any deficiencies. The following rating system will be used on the Quality Inspection forms:

- 1-Poor
- 2-Needs improvement
- 3-Fair
- 4-Good
- 5-Excellent

Any area receiving a rating of "Needs Improvement" or "Poor" must be corrected immediately.

**QUALITY INSPECTION FORM
LANDSCAPE SERVICES – PR 08-006**

INSPECTION DATE

INSPECTOR

FACILITY NAME:

FACILITY ADDRESS

VENDOR

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>SCORE</u>	<u>POSSIBLE</u>	<u>PERCENT</u>
Lawns/Turf								
cut to 1 1/2"						_____	5	_____
edge trimming						_____	5	_____
remove clippings						_____	5	_____
insect/disease control						_____	5	_____
weed control						_____	5	_____
irrigation						_____	5	_____
seasonal maintenance						_____	5	_____
						total _____	40	_____
Desert/Granite Areas								
clean						_____	5	_____
weed free						_____	5	_____
uniform appearance						_____	5	_____
						total _____	20	_____
Trees/Shrubs								
pruned/timmed						_____	5	_____
staked/guyed						_____	5	_____
healthy appearance						_____	5	_____
damaged (storm/wind)						_____	5	_____
absence of dead foliage						_____	5	_____
irrigated						_____	5	_____
						total _____	30	_____
Weed/Pest Control								
absence of weeds						_____	5	_____
absence of pests						_____	5	_____
						total _____	10	_____
Irrigation Systems								
operation						_____	5	_____
sprinkler direction/coverage						_____	5	_____
watering schedule						_____	5	_____
absence of damage						_____	5	_____
						total _____	20	_____

QUALITY INSPECTION FORM (con't)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>SCORE</u>	<u>POSSIBLE</u>	<u>PERCENT</u>
Trash Receptacles								
emptied						_____	5	_____
replacement bags						_____	5	_____
						total	10	_____
Median Areas								
clean						_____	5	_____
granite maintained						_____	5	_____
tree/shrub appearance						_____	5	_____
weed free						_____	5	_____
						total	20	_____
						Total all	200	_____

- 1-Poor
- 2-Needs improvement
- 3-Fair
- 4-Good
- 5-Excellent

I hereby affirm that I have inspected the above areas and find the above ratings true.

Printed Name

Signature

Date

Any area receiving a rating of "Needs Improvement" or "Poor" must be corrected immediately.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ISS GROUNDS CONTROL, INC.

[Consultant's Compensation]

See following pages.

Charge per Location:

Crystal Gardens \$ 7900.00 / month

Medians

1. McDowell Road from Dysart to Rancho Santa Fe \$ 450.00 / month
2. McDowell Rd. from 107th Ave. to 99th Ave. \$ 450.00 / month
3. 99th ave. North & South of McDowell \$ 150.00 / month
4. 107th Ave North of McDowell \$ 450.00 / month
5. Dysart Road from Van Buren to Indian School Rd \$ 1,375.00 / month
6. Van Buren East of Avondale Blvd. \$ 450.00 / month
7. Loma Linda from 1st to 2nd Streets. \$ 290.00 / month
8. Lower Buckeye from 123rd to 127th Avenues \$ 450.00 / month
9. Avondale Blvd. from Buckeye Rd
to Just North of McDowell Rd. \$ 1,190.00 / month
10. Western Avenue from Dysart to Central. \$ 1,050.00 / month
11. Encanto at 113th Ave \$ 790.00 / month

Total Medians \$ 7,095.00 / month

City Facilities

1. Avondale Community Center \$ 390.00 / month
2. Fire Station 172 \$ 1,290.00 / month
3. Fire Station 173 \$ 990.00 / month
4. Police station & Fire station 171 \$ 390.00 / month
5. New Library & Sernas Plaza \$ 290.00 / month
6. Municipal Ops Service Center \$ 590.00 / month
7. Waste Water Treatment Plant \$ 1,590.00 / month

8. Old City Hall Facility \$ 290.00/ month

9. Civic Center Campus \$ 4,690.00/ month

Total City Facilities \$ 10,510.00 month

City Parks

1. Donnie Hale \$ 590.00 month

2. Mountain View \$ 1,890.00 month

3. Dennis DeConcini \$ 1,390.00 month

4. Fred Campbell \$ 1,190.00 month

5. Dessie Lorenz \$ 1,790.00 month

6. Las Ligas \$ 2,490.00 month

7. Doc Rhoades \$ 990.00 month

8. Coldwater \$ 2,490.00 month

9. Dysart Park \$ 890.00 month

Total Parks \$ 13,710.00 month

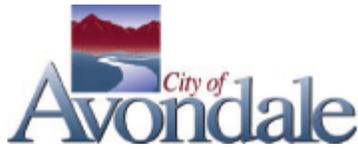
Friendship Park Tree & Shrub Pruning \$ 850.00 month

Festival Fields Park Tree & Shrub Pruning \$ 500.00 month

Total Tree & Shrub Pruning \$ 1,350.00 month

	ProQual Landscaping	Glasscote LLC	Somerset Landscape Maintenance	ISS Grounds Control	AZ Sunscape Landscape Maintenance
Hourly Rates - Straight Time					
Superintendent	\$ 45.00	\$ 47.00	\$ 29.00	\$ 30.00	\$ 30.00
Foreman	\$ 30.00	\$ 33.00	\$ 22.00	\$ 28.00	\$ 25.00
Journeyman	\$ 30.00		\$ 19.00	\$ 25.00	\$ 20.00
Apprentice	\$ 30.00		\$ 17.00	\$ 15.00	\$ 15.00
Helper	\$ 30.00			\$ 15.00	\$ 15.00
Other					
Irrigation Tech	\$ 45.00				
Team Leader		\$ 22.00			
Team Assistant		\$ 17.00			
Hourly Rates - Overtime					
Superintendent	\$ 67.50		\$ 43.00	\$ 45.00	\$ 45.00
Foreman	\$ 45.00		\$ 33.00	\$ 42.00	\$ 37.50
Journeyman	\$ 45.00		\$ 28.00	\$ 37.50	\$ 30.00
Apprentice	\$ 45.00		\$ 25.00	\$ 24.00	\$ 22.50
Helper	\$ 45.00		\$ 25.00	\$ 24.00	\$ 22.50
Other	\$ 67.50				
Irrigation Tech					
Team Leader		\$ 22.00			
Team Assistant		\$ 17.00			
Subcontractor Fee Structure					
Southwest Grounds Control - \$300/acre pre/post-emergent	n/a	n/a	n/a		
Custom Weed Control - \$300/acre					
Earth's Tree Service/Certified Arborist					
Material Fee Structure	Cost + 30%	Proven Costs + 15%	Cost + 20%	Cost + 30%	Cost + 25%
Crystal Gardens	\$ 6,460.00	\$ 5,160.00	\$ 5,840.00	\$ 7,900.00	\$ 5,500.00
Medians					
McDowell Rd from Dysart to Rancho Santa Fe	\$ 600.00	\$ 2,580.00	\$ 629.00	\$ 450.00	\$ 200.00
McDowell Rd from 107th Ave to 99th Ave	\$ 400.00	\$ 9,500.00	\$ 1,676.00	\$ 450.00	\$ 600.00
99th Ave North & South of McDowell	\$ 400.00	\$ 3,225.00	\$ 210.00	\$ 150.00	\$ 250.00
107th Ave. North of McDowell	\$ 400.00	\$ 3,225.00	\$ 210.00	\$ 450.00	\$ 600.00
Dysart Road from Van Buren to Indian School Rd.	\$ 1,200.00	\$ 3,225.00	\$ 2,952.00	\$ 1,375.00	\$ 3,000.00
Van Buren East of Avondale Blvd.	\$ 600.00	\$ 3,225.00	\$ 519.00	\$ 450.00	\$ 600.00
Loma Linda from 1st to 2nd Streets	\$ 500.00	\$ 1,290.00	\$ 414.00	\$ 290.00	\$ 250.00
Lower Buckeye from 123rd to 127th Ave	\$ 600.00	\$ 4,515.00	\$ 728.00	\$ 450.00	\$ 250.00
Avondale Blvd from Buckeye Rd to Just North of McDowell Rd.	\$ 1,200.00	\$ 8,500.00	\$ 2,514.00	\$ 1,190.00	\$ 600.00
Western Ave. from Dysart to Central	\$ 1,300.00	\$ 4,515.00	\$ 2,114.00	\$ 1,050.00	\$ 1,800.00
Encanto at 113th Ave.	\$ 400.00	\$ 2,580.00	\$ 519.00	\$ 790.00	\$ 200.00
Total Medians	\$ 7,600.00	\$ 46,380.00	\$ 12,485.00	\$ 7,095.00	\$ 8,350.00

City Facilities					
Avondale Community Center	\$ 1,150.00	\$ 1,935.00	\$ 1,402.00	\$ 390.00	\$ 350.00
Fire Station 172	\$ 1,300.00	\$ 645.00	\$ 1,251.00	\$ 1,290.00	\$ 1,100.00
Fire Station 173	\$ 1,150.00	\$ 645.00	\$ 901.00	\$ 990.00	\$ 925.00
Police Station & Fire Station 171	\$ 1,300.00	\$ 1,935.00	\$ 1,002.00	\$ 390.00	\$ 300.00
New Library & Sernas Plaza	\$ 1,150.00	\$ 645.00	\$ 350.00	\$ 290.00	\$ 600.00
Municipal Ops Service Center	\$ 1,450.00	\$ 1,935.00	\$ 1,402.00	\$ 590.00	\$ 400.00
Waste Water Treatment Plant	\$ 1,150.00	\$ 1,935.00	\$ 1,051.00	\$ 1,590.00	\$ -
Old City Hall Facility	\$ 1,150.00	\$ 1,935.00	\$ 526.00	\$ 290.00	\$ 300.00
Civic Center Campus	\$ 4,250.00	\$ 3,870.00	\$ 5,608.00	\$ 4,690.00	\$ 3,800.00
Total City Facilities	\$ 14,050.00	\$ 15,480.00	\$ 13,493.00	\$ 10,510.00	\$ 7,775.00
City Parks					
Donnie Hale	\$ 2,275.00	\$ 1,935.00	\$ 922.00	\$ 590.00	\$ 2,700.00
Mountain View	\$ 2,450.00	\$ 1,290.00	\$ 922.00	\$ 1,890.00	\$ 2,500.00
Dennis DeConcini	\$ 2,100.00	\$ 1,290.00	\$ 690.00	\$ 1,390.00	\$ 2,200.00
Fred Campbell	\$ 1,400.00	\$ 1,290.00	\$ 460.00	\$ 1,190.00	\$ 2,000.00
Dessie Lorenz	\$ 2,100.00	\$ 2,580.00	\$ 1,280.00	\$ 1,790.00	\$ 3,000.00
Las Ligas	\$ 3,500.00	\$ 3,225.00	\$ 1,590.00	\$ 2,490.00	\$ 4,000.00
Doc Rhoades	\$ 700.00	\$ 645.00	\$ 260.00	\$ 990.00	\$ 300.00
Coldwater	\$ 2,100.00	\$ 3,225.00	\$ 1,380.00	\$ 2,490.00	\$ 4,500.00
Dysart Park	\$ 1,050.00	\$ 645.00	\$ 690.00	\$ 890.00	\$ 400.00
Total Parks	\$ 17,675.00	\$ 16,125.00	\$ 8,194.00	\$ 13,710.00	\$ 21,600.00
Friendship Park Tree & Shrub Pruning	\$ 1,200.00	\$ 350.00	\$ 700.00	\$ 850.00	\$ 2,500.00
Festival Fields Park Tree & Shrub Pruning	\$ 725.00	\$ 350.00	\$ 550.00	\$ 500.00	\$ -
Total Tree & Shrub Pruning	\$ 1,925.00	\$ 700.00	\$ 1,250.00	\$ 1,350.00	\$ 2,500.00
Total	\$ 47,710.00	\$ 83,845.00	\$ 41,262.00	\$ 40,565.00	\$ 45,725.00



CITY COUNCIL REPORT

SUBJECT:

Award of contract for Landscape Services to Somerset
Landscape

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Daniel Davis

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Somerset Landscape Maintenance to provide landscaping services in the amount of \$183,408.00 and authorize the Mayor or the City Manager and City Clerk to execute the contract documents.

BACKGROUND:

The City's current landscape services contract has expired and the vendor is currently providing service on a month to month basis. The current landscape services contract includes Crystal Gardens Water Treatment Facility, the Civic Center Campus and various city medians throughout the city.

The city issued a Request for Proposals (RFP) for landscape services on March 18, 2008 seeking qualified vendors to furnish all necessary labor, supervision, materials, equipment, and supplies for landscape services. The deadline for the RFP was April 17, 2008 and was advertised in the West Valley View, the Arizona Business Gazette and on Buy Hub.

The scope of services included the existing sites currently in the contract and expanded the scope to include the addition of 3 medians, city neighborhood parks, tree and shrub trimming for Festival Fields and Friendship Park, and other city facilities. The parks division currently provides landscape services for the neighborhood parks and city facilities. Landscape services for Friendship Park and Festival Fields except for tree and shrub trimming, will continue to be performed by the parks division. The privatization of landscape services enables the city to transfer three (3) full time parks division employees to the water resources department and provide a cost savings to the general fund. The landscape services include weekly maintenance such as; mowing, weed removal, pre and post emergent spraying, tree and shrub trimming, irrigation system repairs, and trash removal.

DISCUSSION:

The landscape services RFP was structured into 5 separate bid categories as follows: City Medians, City Facilities, City Neighborhood Parks, Crystal Gardens Water Treatment Facility, and Tree & Shrub Trimming for Friendship Park and Festival Fields. This was done to allow staff to select the most advantageous price for each category.

The city neighborhood parks included in the proposal are:

- Fred Campbell Park
- Coldwater Park
- Dennis DeConcini Park
- Donnie Hale Park
- Las Ligas Park
- Dessie Lorenz Park
- Dysart Park

- Doc Rhoades Park
- Mountain View Park

The city received five (5) proposals, which were reviewed by a panel of City staff. Staff's evaluation included the contractor's content and quality of the information provided; the ability of the contractor to successfully perform the requested services; the contractor's experience and qualifications; and price. Of the five firms submitting proposals, two companies scored 100% on the qualifications based evaluation. The remaining three companies scored measurably lower and therefore were not recommended for award.

Somerset Landscape Maintenance was one of the two highest scored companies by the proposal evaluation committee. After careful review of the pricing, the evaluation committee recommended that Somerset Landscape Maintenance be awarded the landscaping services contract for Crystal Gardens Water Treatment Facility, City Neighborhood Parks and Tree & Shrub Trimming for Festival Fields and Friendship Park.

BUDGETARY IMPACT:

The reduction of staff and the privatization of landscape services for the neighborhood parks and city facilities will enable the city to save over \$100,000.00 in operating expenditures. These savings include salaries and benefits, vehicle and equipment replacement, and operating expenses such as fuel and equipment repairs. Funding for the landscape services contract is budgeted in the Parks, Recreation & Libraries operating and maintenance budget.

RECOMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Somerset Landscape Maintenance in the amount of \$183,408.00 to provide landscaping services and authorize the Mayor or the City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Click to download

 [PSA](#)

 [Price Sheet](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 19, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Somerset Landscape Maintenance, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Proposals, PR-08-006 "Landscaping Services," (the "RFP") seeking Proposals from Vendors for professional landscaping services.

B. The Consultant responded to the RFP by submitting the Proposal for City of Avondale (the "Proposal"), a copy of which is attached hereto as Exhibit A, and incorporated herein by reference. The City desires to enter into an Agreement with the Consultant for that portion of the landscaping services set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for a period of two (2) years until May 19, 2010. This Agreement may be extended for up to three consecutive one-year terms if (i) at least thirty days prior to the end of the then-current term of this Agreement, the Consultant requests in writing to extend the Agreement for an additional one year term and (ii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B, consistent with the RFP and in the manner set forth in the Proposal.

3. Compensation. The City shall pay Consultant a price not to exceed \$183,408.00 for the Services at monthly billing fees as more particularly set forth in Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims

arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past Final Completion and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified with a RFP number and title. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a contract number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days’ written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default

hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to Consultant: Somerset Landscape Maintenance, Inc.
19051 South Arizona Avenue
Chandler, Arizona 85248
Facsimile: (480) 922-8200
Attn: Brian Lemmermann, Director of Operations

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, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's response to the RFP, the documents shall govern in the order listed herein.

14.17 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City of Avondale. The City reserves the right to obtain like goods and services from another source when necessary.

14.18 Cooperative Purchasing. This Agreement shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded Consultant. In order to participate in this Agreement, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Consultant must be in agreement with the cooperative transaction. Any orders placed to the successful Consultant will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Consultant”

SOMERSET LANDSCAPE
MAINTENANCE, an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____ of **SOMERSET**
LANDSCAPE MAINTENANCE, INC., an Arizona corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.

[Consultant's Response to the RFP]

See following pages.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR PROPOSALS
FOR
LANDSCAPING SERVICES

PR 08-006

Addendum No. 1

Somerset Landscape Maintenance affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.

 _____, Date 4/15 _____ 2008
Signed Date

Brian Lemmerrmann
Print Name

President
Title

Somerset Landscape Maintenance Inc
Company Name

19051 S. Arizona Ave
Address

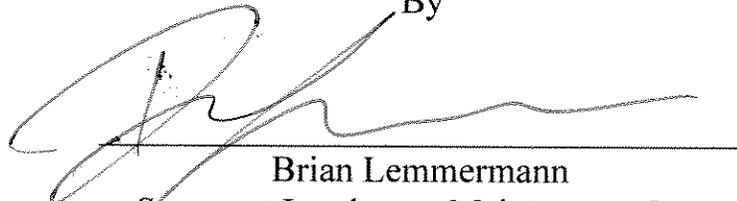
Chandler, AZ 85286
City, State, Zip Code

END OF ADDENDUM No. 1

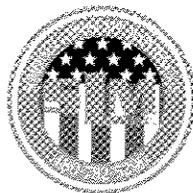
PROPOSAL FOR
CITY OF AVONDALE



Submitted
By

A handwritten signature in black ink, appearing to read "Brian Lemmermann", written over a horizontal line.

Brian Lemmermann
Somerset Landscape Maintenance Inc.
April 17, 2008



SOMERSET LANDSCAPE MAINTENANCE, INC.
19051 S. ARIZONA AVE. CHANDLER, AZ 85248
OFFICE: 480-782-5296 FAX: 480-922-8200

19051 S ARIZONA AVE. CHANDLER, AZ OFFICE (480) 782-5296 FAX (480) 922-8200

GENERAL INFORMATION



Section 1 a

See attached page

Section 1 b

Founded in 1998, **Somerset Landscape Maintenance** is an S-corporation which has grown into one of the area's premier landscape maintenance and construction contractors. Somerset specializes in municipal and commercial landscape maintenance while providing landscape construction and renovation work of any scope to it's landscape maintenance clients.

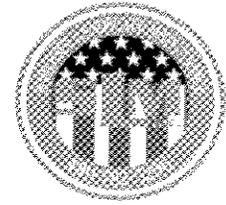
Somerset offers an experienced staff of more than 90 men and women, organized into an open, communicative team structure which is committed to providing '**exceptional landscaping**' service to our clients. Our focus is on full-service municipal and commercial landscape management. This includes landscape maintenance, landscape renovation and restoration, irrigation service and repair, seasonal color, pest control and arboriculture.

Why Somerset Landscape?

1. **Experience:** Our supervisory staff collectively has more than 75 years of landscape experience. We maintain such properties as Saguaro Canyon HOA, Gilbert Civic Center, Indian Bend Recreational Wash, and Encanto Golf Course.
2. **Philosophy:** We strive to perform our services in a way that moves our Clients to a long-term partnership. By bidding fairly, dealing honestly, communicating clearly and following through, we expect to build a bond of trust.
3. **Why choose us:** We care more. Our staff understands that we add to your property through the services we provide. Your residents and taxpayers are our end customers. We work hard to satisfy their expectations.
4. **We guarantee it:** We will not be happy until you are. We hope you are. We hope you never have to call to voice dissatisfaction, but if you do, we will be right back out and work until you are satisfied.

Our mission is to provide you the highest level of landscape management service in the Phoenix area. Our values are Customer Service, Employee Development, Professionalism and Integrity.

You are invited to learn more about us at our website...WWW.SLMOUTDOORS.COM



Section 1 c

Somerset Landscape Maintenance, Inc., is an S-Corporation, with it's main offices at 19051 S. Arizona Ave in Chandler, Arizona 85286. Brian S. Lemmermann, 10951 S. Arizona Avenue, Chandler, 480-782-5296 is the point of contact for the proposal.

Section 1 d

Somerset's main offices, five acre maintenance yard, and disposal facility are located at 19051 S. Arizona Ave in Chandler, Arizona. Somerset's west valley office and two acre facility is located at 823 N. 40th Avenue, Phoenix, AZ. Somerset is currently in the process of developing a 14 acre office and equipment facility at El Mirage and Olive Avenue. The principal of Somerset is also the owner of Equipment Storage Yards Inc, contractor storage facilities located throughout the valley. ESY Inc rents storage facilities to over 30 landscape contractors in the east and west valley. This sister company not only allows Somerset a competitive edge, but allows it to easily move equipment and crews around depending on work loads and locations.

Section 1 e

Professional registrations and contractor licenses held by Somerset Landscape Maintenance, Inc., and key personnel that will be assigned to this contract.

Brian S. Lemmermann –Director of Operations

Register of Contractors Arizona #179026
Structure Pest Control Commission Qualifying Party #30328
Structure Pest Control Commission Certified Applicator #071133
International Society of Arboriculture Certified Arborist #WE-7918A
AMWUA Smartscape Landscape Certification
Desert Botanical Garden Certified Desert Landscape Professional
Arizona Landscape Contractor's Association CLP student

Adam McFerrin—Chemical and Arboriculture Manager

International Society of Arboriculture Certified Arborist #WE8192A
Desert Botanical Garden Certified Desert Landscape Professional
Structure Pest Control Commission Certified Applicator #030698
AMWUA Smartscape Landscape Certification

Rex Bergstrom - West Valley Operations Manager

International Society of Arboriculture Certified Arborist
Structure Pest Control Commission Certified Applicator #050540
AMWUA Smartscape Landscape Certification

Casey Christensen—West Valley Pest Control Supervisor

Structure Pest Control Commission Certified Applicator #060170



Sergio Lopez— Irrigation Technician
Certified Irrigation Technician

Section 1 f

Bill Sturgill (480) 312-4410

CITY OF SCOTTSDALE

Somerset currently maintains all park areas for the City of Scottsdale which includes mowing of 400 acres a week, litter control, and labor work.

Rick Acuna (602) 721-8345

TOWN OF GILBERT

Somerset currently has three contracts with Gilbert maintaining all parks, civic center complex, and town maintained high visibility HOAs such as Circle G

Daryl Woodson (480) 644-3238

CITY OF MESA

Somerset currently maintains all aquatics facilities for the City of Mesa

Erik Wilson (623) 773-5245

CITY OF PEORIA

Somerset currently maintains the Right of Way areas for the City of Peoria

Robert Senita (623) 876-4254

CITY OF EL MIRAGE

Somerset currently maintains all park and city maintained HOA areas within the limits of El Mirage

Carmen Castillo (602) 374-0658

CITY OF PHOENIX

Somerset currently has four contracts with the City of Phoenix including all Service Centers, Housing Facilities, Convention Center, & Tree Work

David Ong (602) 273-2195

SKY HARBOR AIROPORT

Somerset provides landscape maintenance services to all common and Long term parking sections as well as ROWs for Sky Harbor Airport

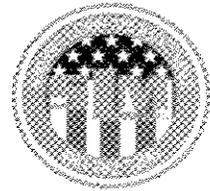
Somerset is happy to provide more references if you should need them. We feel that every customer is important and hope you have time to call as many as possible. We are confident that our customers are happy with the service Somerset provides and that their references would attest to the quality of our work.

To Whom It May Concern:

Somerset Landscape has successfully fulfilled a very complicated contract for the summer of 2007 for the City of Scottsdale. Contract 07PB042 is responsible for 350 acres of turf grass mowed every week; included in this are the responsibilities to mow and collect sport field throughout the City multiple times July – September. Via Change order Somerset provides detailed trash pickup @ 4 parks for weekend coverage. I have written and administered three mowing contracts since 1995. Somerset has provided parks 7 Ground Management the easiest season in over seven years due to their ability to put the right amount of people and resources where needed supported by their willingness to follow up on problems whenever the arose.

Questions, more details, call me

Bill Sturgill, Parks & Grounds Management
Office-480 -312 - 4410 Fax-480 - 312 - 2936
Cell- 602 - 689 - 1079



Section 1 g

No contracts or subcontracts held by the company or its officers have been terminated within the last five years. There have been no claims arising from a contract which resulted in litigation or arbitration within the last five years.

Section 2 a

See following page (organization chart for Avondale)

Section 2 b

Brian Lemmermann

City of Scottsdale Parks Maintenance
Mowing contract of 400 acres weekly
Contract Supervisor
Bill Sturgill (480) 312-4410

Town of Gilbert Parks Maintenance
Maintenance contract of all city parks
Contract Supervisor
Rick Acuna (602) 721-8345

Adam McFerrin

City of Tempe Tree Trimming
Trimming of palms and hardwoods
Contract Supervisor
Steve Amelote (480) 350-8533

City of Scottsdale Tree Maintenance
Trimming and maintenance of trees
Crew Lead / Supervisor
Bill Sturgill (480) 312-4410

Rex Bergstrom

City of Peoria ROW Maintenance
Landscape maintenance of ROWs
Contract supervisor
Erik Wilson (623) 773-5245

City of El Mirage Parks Maintenance
Landscape maintenance of park areas
Contract Supervisor
Robert Senita (623) 876-4254

Rafeal Perez

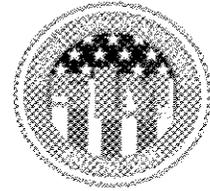
City of Phoenix Water Treatment
Landscape Maintenance of sites
Contract Supervisor
Dennis Pratt (602) 495-2616

City of Phoenix Housing Facilities
Landscape Maintenance of Facilities
Crew lead / Supervisor
Carmen Castillo (602) 374-0658

Sergio Lopez

City of Chandler ROW
Irrigation Technician
Rudy (480) 200-8710

Town of Gilbert Parks Maintenance
Irrigation Technician
Rick Acuna (602) 721-8345



Vladin Bozvic

City of Phoenix Tree Contract
Trimming of City's Palm Trees
Crew Leader / Bucket Operator
Coung Dinh (602) 495-3765

Town of Gilbert Palm Tree Contract
Trimming of Town's Palm Trees
Crew Leader / Bucket Operator
Tim Hefner (602) 721-1616

Uriel Ocampo

City of Scottsdale Parks
Mowing city parks
Crew Leader
Bill Sturgill (480) 312-4410

City of Chandler ROW
Landscape maintenance of ROWs
Crew Leader
Rudy (480) 200-8710

Kevin Baker

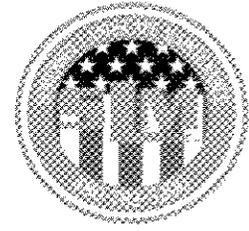
City of Mesa Zone 6 Maintenance
Mowing City Parks
Crew Leader

City of Phoenix Service Centers
Saguaro Canyon HOA
Crew Leader
Peter Goodman (480) 452-9924

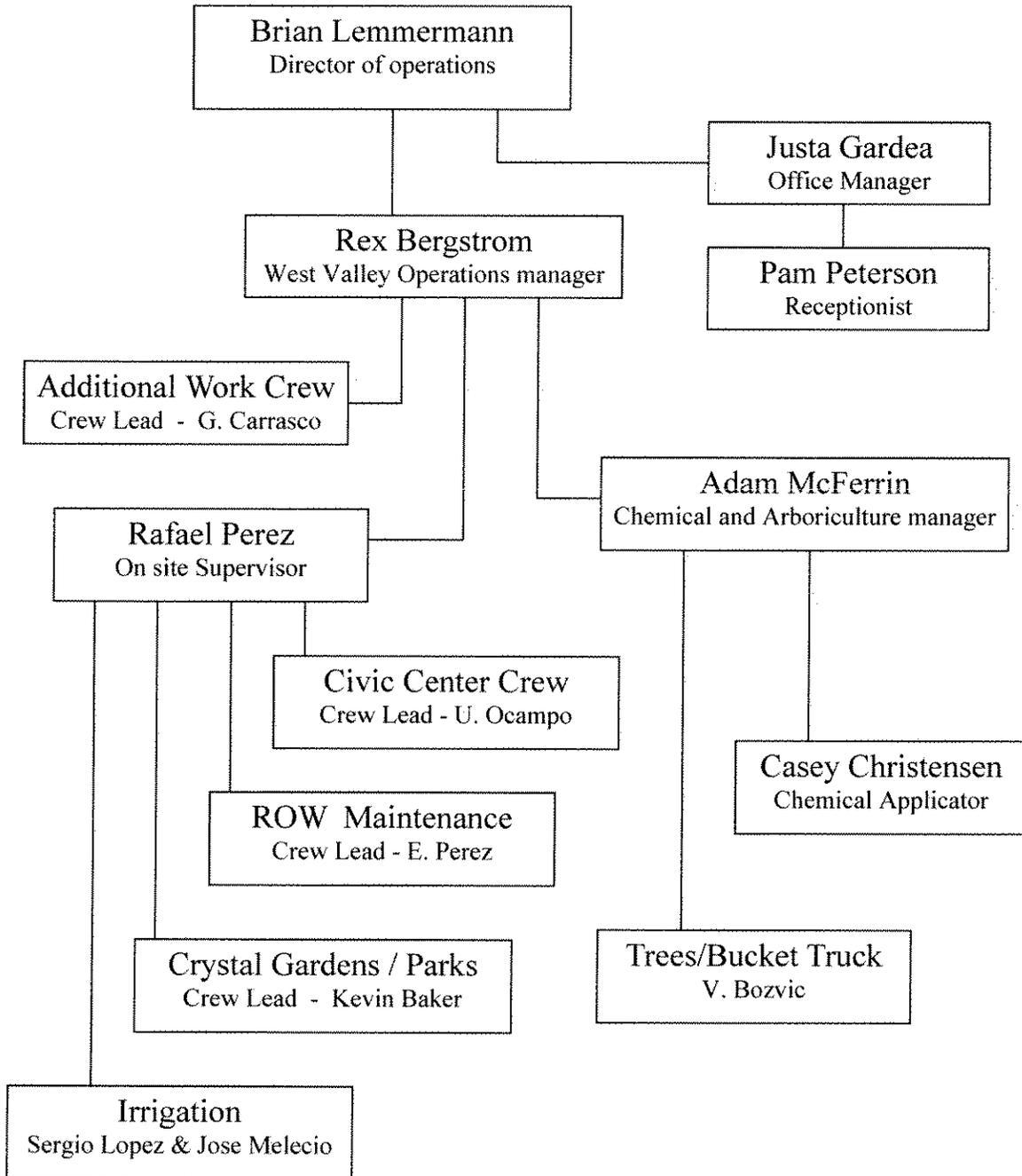
The following pages three pages contain our organizational chart as it applies to
The City of Avondale and short biographies of each key employee.

Proposed Organizational Chart

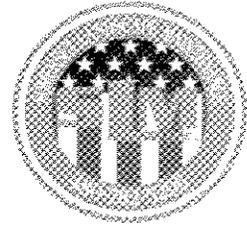
City of Avondale



Section 2: Key Personnel



Key Employees



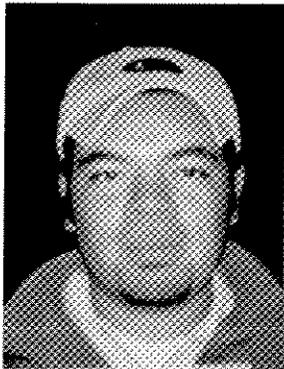
Rex Bergstrom
West Valley
Operation Manager

9yrs practical
Experience. Four
years with Somerset



Justa Gardea
Office Manager

Five years with
Somerset as Office
Manager



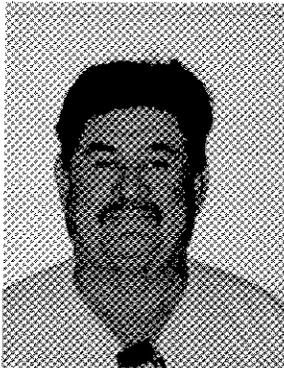
Rafeal Perez
On site Supervisor

18yrs practical
Experience.
Three years with
Somerset



Pam Peterson
Receptionist

Four years with
Somerset.
Handles calls for
municipal contracts



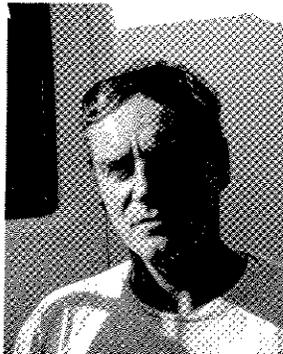
Uriel Ocampo
Crew Leader

18yrs as crew lead
servicing many
ROW
Contracts. Nine
years with Somerset



Sergio Lopez
Irrigation Lead

20 years practical
experience as
ROW and municip-
pal parks irrigation
tech. Five Years
with Somerset



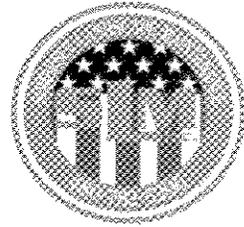
Vladin Bozvic
Bucket Truck/
Tree Crew

Will be on call for
large tree work,
thinning, and
emergencies



Casey Christensen
Spray Tech

Will service city's
pre and post
emergent weed
applications



Key Employees



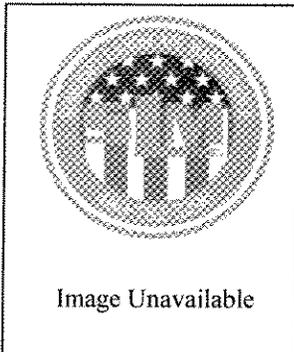
Kevin Baker
Crew Leader

12 years practical experience. Has been crew leader for City of Mesa Parks and City of Phoenix Service Centers



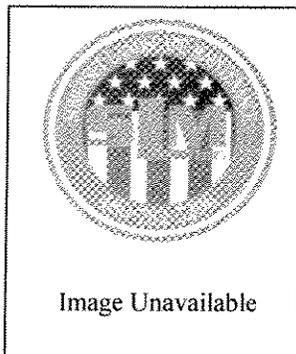
Guadalupe Carrasco
Additional Work Crew Lead

20 years practical experience. 9 years with Somerset as Crew Lead. Has worked on every municipal contract held by Somerset



Adam McFerrin
Chemical & Arboriculture Manager

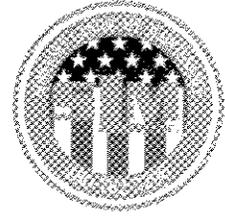
Adam has 8 years practical experience and extensive educational training. He has worked with the City of Scottsdale, City of Phoenix, City of Tempe and ADOT, and has overseen chemical applications on all contracts.



Brian Lemmermann
Director of Operations

13 years practical experience from labor, supervisory, estimating, and management position. Extensive educational training. Brian has Estimated and directed operations for every municipal contract held by Somerset. Any reference contained within this proposal has worked with Brian and would vouch for his commitment to service.

Proposed plan to accomplish work



Section 3 a

This RFP consists of five distinct service sections; Crystal Waters, Facilities, Right of Ways, and Neighborhood Parks, and Parks Tree and Shrub Trimming. Some of the sections are new requiring special attention be paid to the branch structure of trees and larger shrubs to ensure healthy, safe, and esthetically pleasing mature trees in the future such as the Civic Center, Western, and some of the new Right of Ways. Other areas are much more established and attention needs to be paid to quality aging issues such as soil compaction, safety of large trees, and salt accumulation to maximize the benefit of areas such as Crystal Waters and the Neighborhood Parks. At Somerset, education plays a big role in the way we approach and service our contracts. Not only do our supervisors attend ongoing classes and training, but all of our employees take a four hour orientation consisting of videos and personal instruction before starting work. In addition to that all employees have three months to complete an in house training program consisting of interactive computer learning programs on computer and instructional DVD courses. Somerset is also a member of the Desert Botanical Gardens and regularly has DBG instructors give Friday afternoon 1 hour seminars to all employees. The City of Avondale would be welcome to send employees to participate as have many of our other municipalities.

Towards the end of this proposal we have included sample schedule of services as we see would pertain to this contract. We feel that Somerset would provide the City of Avondale the quality service is expected and form a partnership with the city and city personnel for the future. I think you will find as you check our references that this is our goal with every contract we service and we are able to accomplish this under many different circumstances.

Section 3 b

Our success and reputation at Somerset starts first and foremost with our employees. Somerset has one of the highest retention rates because of the culture we have built here. We are good to our employees and we are good to our clients. Because of this we are never in a shortage for qualified, skilled, and hard working people. Every key person on this contract and the majority of labor positions will be filled with people have already proven themselves here at Somerset. We are very confident in the people that we have proposed to work in your city. The following explains our plan for each key position.

West Valley Operations Manager

Rex Bergstrom is our West Valley Operations Manager and is available at any time to meet on site or speak by phone. Rex meets with the Supervisor and crews on a daily basis and does weekly inspections on all contract sites. Rex works along with the crews out of our 40th avenue and I-10 office and is never more than a few minutes away.

Supervisor

Somerset will provide Rafael Perez as the supervisor to oversee all work performed. He will have independent transportation and will be in contact with city personnel to report vandalism, damage, and ensure Somerset is fulfilling contract requirements according to the city's



ensure Somerset is fulfilling all contract requirements according to the city's expectations. Our supervisor is on site to manage crews at all times and available to meet or talk by phone at any time. Rafael will work hand in hand with the city's representative and maintain consistent contact to update plans and progress.

Maintenance Crews

Depending on awards Somerset proposes the use of two maintenance crews and one mowing crew to accomplish the work. By breaking up the work to be job-specific instead of location-specific, we feel we can provide a higher quality of work along with a utility threshold given the close proximity of all jobs. These crew will all be dedicated to the City of Avondale contract full time, 8 hours a day 5 days a week. One crew will be dedicated to high visibility sites such as the Civic Center Campus and Western Avenue and will visit these each morning to blow off walks and collect litter before business hours. This will leave these higher profile areas in their top form every day of the week. The parks near schools will be mowed first thin in the morning before moving on to other locations to stay clear of school traffic and children. At Crystal Waters we will begin in exterior areas first moving closer to homes with power equipment as residents begin to leave for work. Our chemical applicator has a state of the art GPS computer driven flow control system allowing him to work much safer and at five times the normal speed of application. The system allows the operator to be much more precise in his chemical application rates. Most of our Medians will be sprayed at night as to not affect traffic and when our strobe lights and arrow boards are most visible.

Irrigation

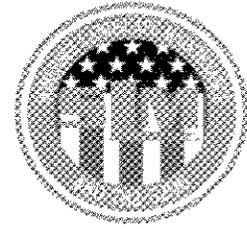
Irrigation Maintenance will be performed by Sergio Lopez, an experienced irrigation technician, who was assigned to the City of Chandler's Right of Way contract for the past 3 years. Sergio's truck is equipped with directional safety lights and carries all necessary irrigation tools including tracers, remotes, toners, and controllers. Sergio will visit all sites on a weekly basis to test and adjust irrigation systems. He will be dedicated to The City of Avondale contract and will be available at any time for emergency repairs. Sergio and the Supervisor will be available 24 hours a day by phone should an emergency arise

Section 3 c

The following is Somerset proposed list of equipment to be used on this contract. We will not need to purchase any new equipment or vehicles to service this contract and always have backup equipment and vehicles available should they be needed. Including key employees, Somerset expects to dedicate 10 to 12 employees to this contract.

2003 Isuzu dump truck	(2) 2004 Carson trailers
2005 Chevy 2500 extended	Miscellaneous tools
2005 Chevy 2500	2003 exmark mower
2000 Chevy irrigation truck	2007 Hustler mower
2005 Chemical Spray truck	2004 F-750 Bucket truck and chipper
2006 Chevy 1500	2005 John Deere Gator

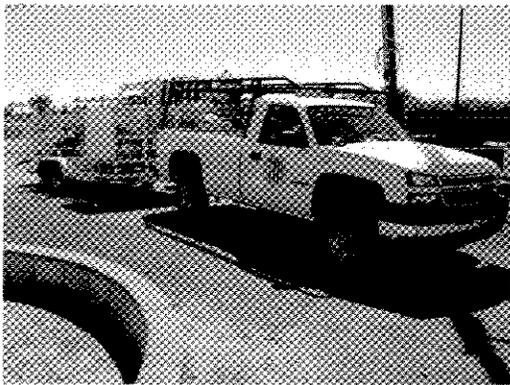
Equipment to service Avondale



2000 Irrigation truck



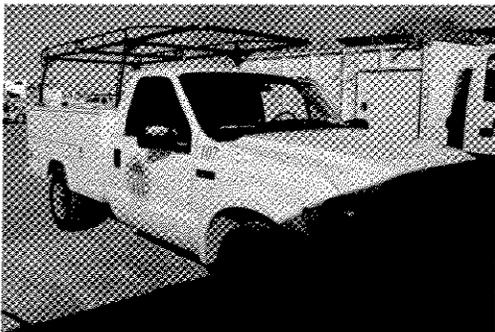
2003 Isuzu dump truck



2005 Chevy 2500



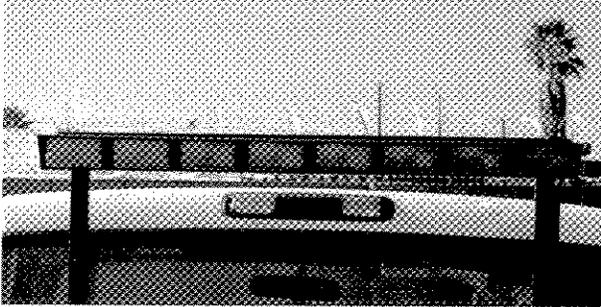
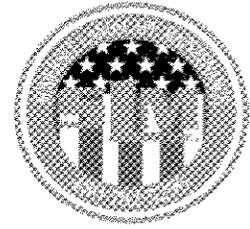
2005 Chevy 2500



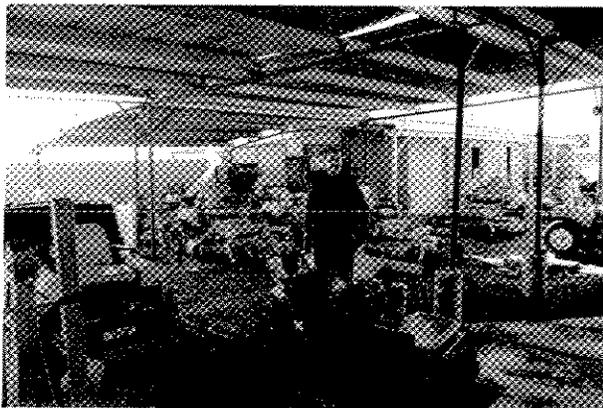
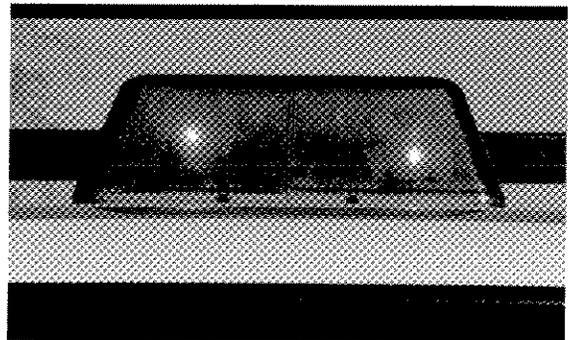
Spray Truck



Spray assembly



Safety and Directional lighting
On all vehicles



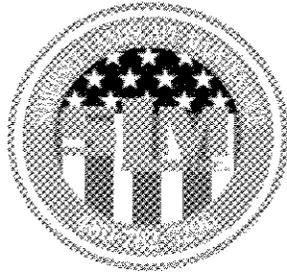
2 Full time mechanics to service
equipment and deliver backups



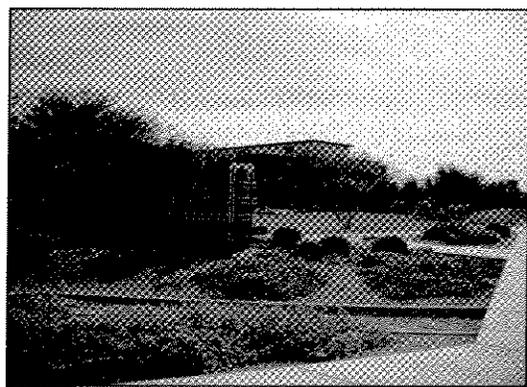
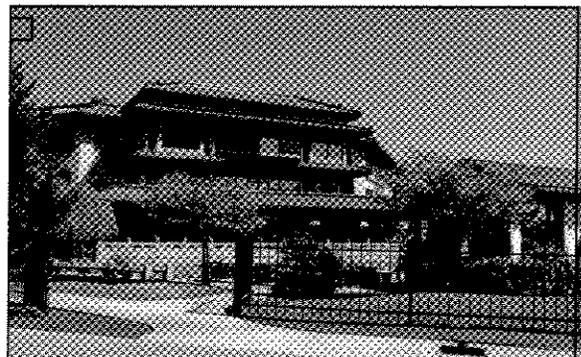
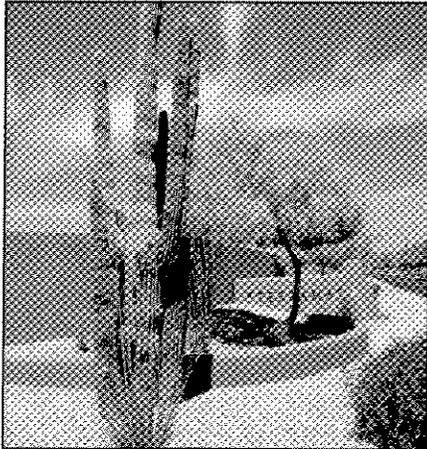
Extensive amount of backup
vehicles and equipment available



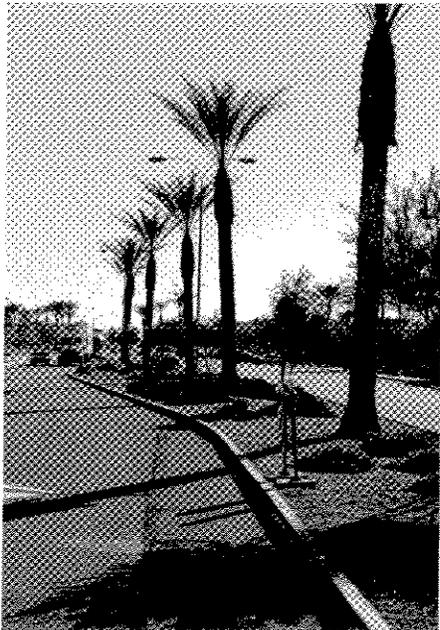
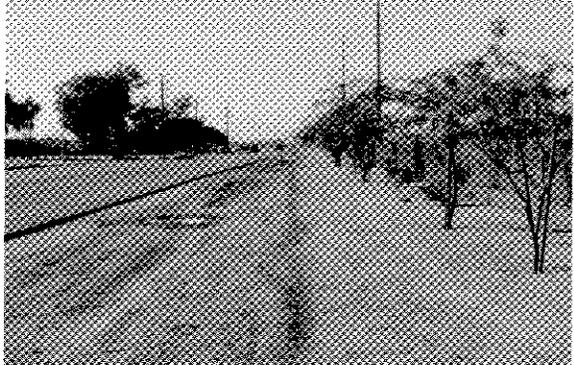
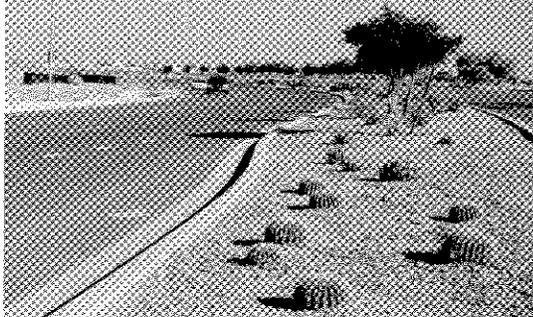
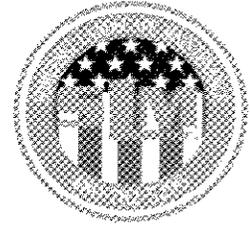
Extra crews and personnel available
for emergencies and extra work

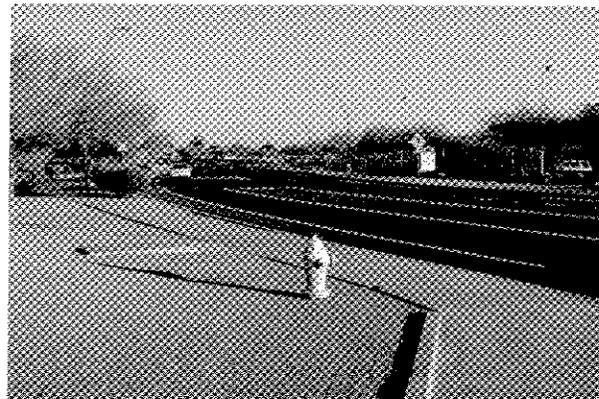
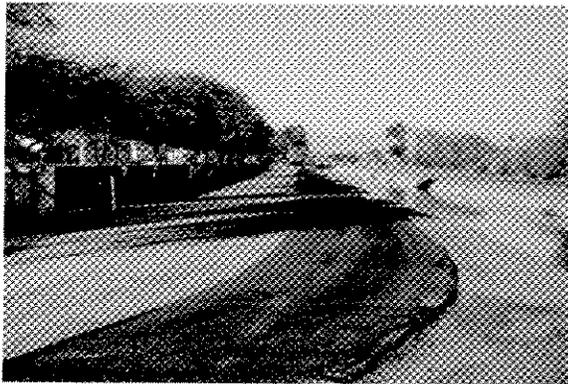
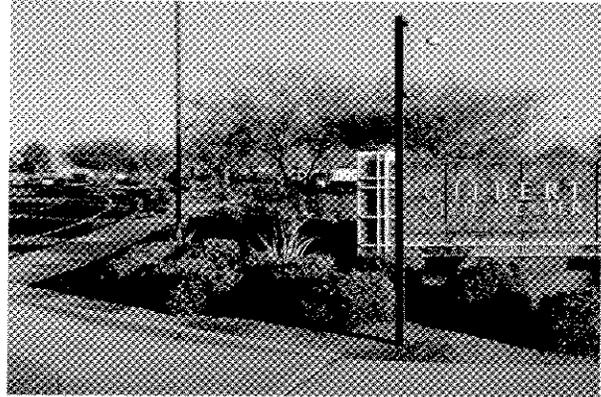
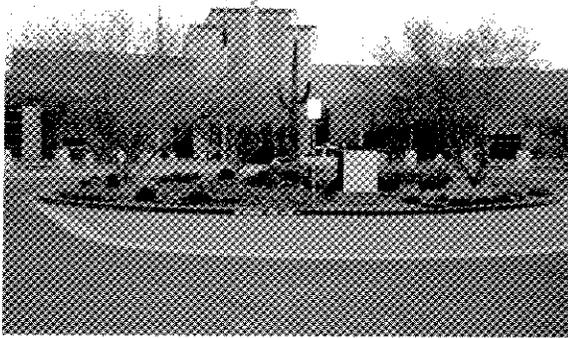
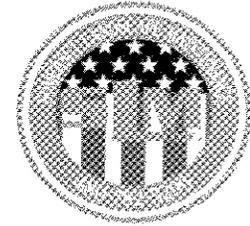
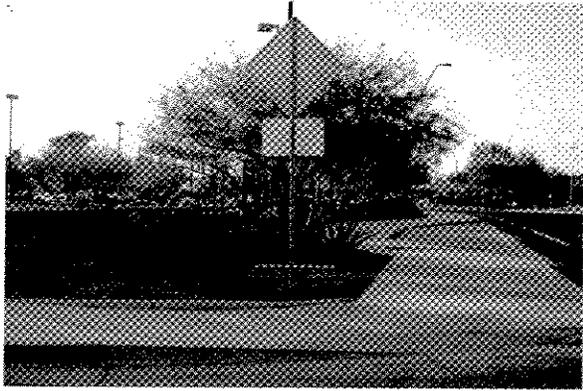


REPRESENTATIVE PROPERTIES "WE PROUDLY MAINTAIN"

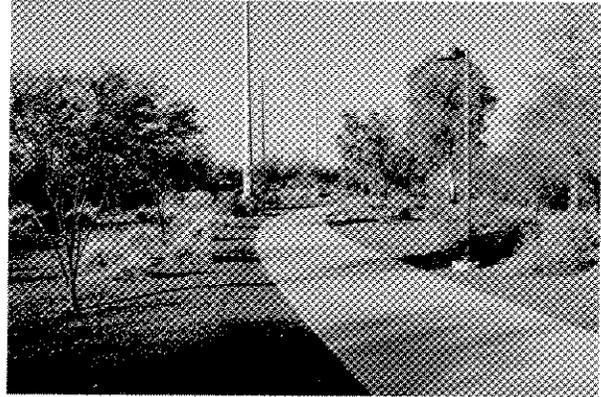
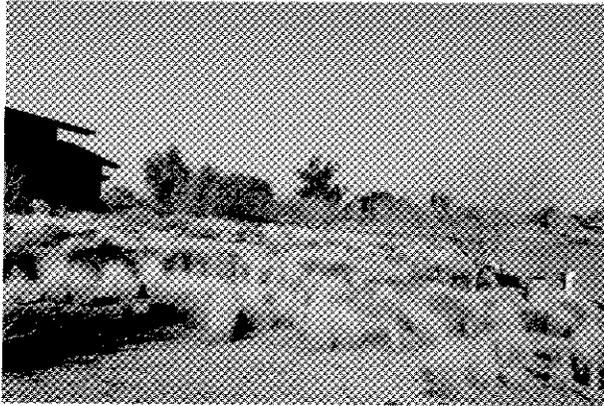
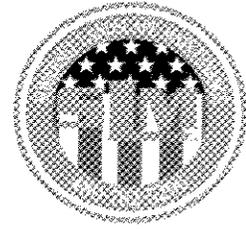


Current & Similar Jobs





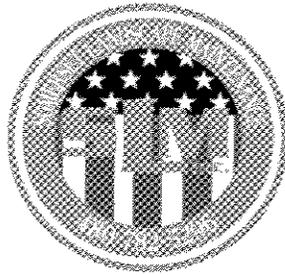
19051 S ARIZONA AVE. CHANDLER, AZ OFFICE (480) 782-5296 FAX (480) 922-8200



Properties Include:
SRP East Valley Plant
Gilbert Trails System
County Aviary Park and Lake
City of Phoenix ROW - palms
City of Phoenix Service Canals
Nichols Park Natural Basin
SRP Powerline Trail
Gilbert Civic Center
Scottsdale, Chandler, Gilbert ROW
Gilbert Police and Fire Complex



19051 S ARIZONA AVE. CHANDLER, AZ OFFICE (480) 782-5296 FAX (480) 922-8200



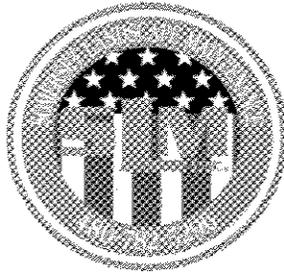
SCHEDULE OF SERVICES CITY OF AVONDALE

TURF MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
MOWING	*	*	*	*	*	*	*	*	*	*	*	*	48
EDGING	*	*	*	*	*	*	*	*	*	*	*	*	22
STRING TRIMMING	*	*	*	*	*	*	*	*	*	*	*	*	48
FERTILIZE			*				*						2
BROADLEAF WEED CONTROL					*				*				2
SWEEP/BLOW WALKS	*	*	*	*	*	*	*	*	*	*	*	*	52
SHRUB BED MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
POLICE/WEED GROUNDS	*	*	*	*	*	*	*	*	*	*	*	*	52
SPRAY WEEDS		*	*	*	*	*	*	*	*	*			12
APPLY PRE-EMERGENCE		*							*				2
FERTILIZE SHRUBS/GC			*			*							2
PRUNE SHRUBS	*	*	*	*	*	*	*	*	*	*	*	*	12
TRIM GROUNDCOVER			*	*	*	*	*	*	*	*			8
LEAF CONTROL										*	*	*	3
OTHER SERVICES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TTL
IRRIGATION SERVICES			— ADJUST —			— MONITOR —							52
DISEASE/INSECT MONITORING	*	*	*	*	*	*	*	*	*	*	*	*	12
SITE INSPECTION REPORTS	*	*	*	*	*	*	*	*	*	*	*	*	12
MONTHLY NEWSLETTER	*	*	*	*	*	*	*	*	*	*	*	*	12

TO MEET THE VARIABLE NEEDS OF YOUR PROPERTY, ACTUAL TIMING AND FREQUENCY OF SERVICES MAY VARY.

OUR SERVICE GUARANTEE:

OUR GOAL IS TO MAINTAIN YOUR PROPERTY TO MEET AND EXCEED YOUR EXPECTATIONS. IF FOR ANY REASON YOU ARE DISSATISFIED, WE WILL RETURN TO YOUR SITE UNTIL YOUR EXPECTATIONS ARE MET.



PROPERTY INSPECTION

PROJECT _____ CLIENT _____ DATE _____

<u>LAWNS</u>	<u>RATING (1-5, 5 BEING BEST)</u>	<u>COMMENTS</u>
MOWING	_____	_____
EDGING	_____	_____
FERTILITY	_____	_____
WEED CONTROL	_____	_____
IRRIGATION	_____	_____

<u>SHRUB BEDS</u>	<u>RATING (1-5, 5 BEING BEST)</u>	<u>COMMENTS</u>
WEED CONTROL	_____	_____
SHRUB PRUNING	_____	_____
GROUND COVER	_____	_____
TRASH CONTROL	_____	_____
BED GROOMING	_____	_____
SEASONAL COLOR	_____	_____
IRRIGATION	_____	_____

REVIEWER COMMENTS: _____

CLIENT COMMENTS: _____

INSPECTED BY: _____

8. Old City Hall Facility \$ 526 / month

9. Civic Center Campus \$ 5608 / month

Total City Facilities \$ 13493 / month

City Parks

1. Donnie Hale \$ 922 / month

2. Mountain View \$ 922 / month

3. Dennis DeConcini \$ 690 / month

4. Fred Campbell \$ 460 / month

5. Dessie Lorenz \$ 1280 / month

6. Las Ligas \$ 1590 / month

7. Doc Rhoades \$ 260 / month

8. Coldwater \$ 1380 / month

9. Dysart Park \$ 690 / month

Total Parks \$ 8194 / month

Friendship Park Tree & Shrub Pruning \$ 700 / month

Festival Fields Park Tree & Shrub Pruning \$ 550 / month

Total Tree & Shrub Pruning \$ 1250 / month

Charge per Location:

Crystal Gardens \$ 5840 / month

Medians

1. McDowell Road from Dysart to Rancho Santa Fe \$ 629 / month
 2. McDowell Rd. from 107th Ave. to 99th Ave. \$ 1676 / month
 3. 99th ave. North & South of McDowell \$ 210 / month
 4. 107th Ave North of McDowell \$ 210 / month
 5. Dysart Road from Van Buren to Indian School Rd \$ 2952 / month
 6. Van Buren East of Avondale Blvd. \$ 519 / month
 7. Loma Linda from 1st to 2nd Streets. \$ 414 / month
 8. Lower Buckeye from 123rd to 127th Avenues \$ 728 / month
 9. Avondale Blvd. from Buckeye Rd
to Just North of McDowell Rd. \$ 2914 / month
 10. Western Avenue from Dysart to Central. \$ 2114 / month
 11. Encanto at 113th Ave \$ 519 / month
- Total Medians** \$ 12485 / month

City Facilities

1. Avondale Community Center \$ 1402 / month
2. Fire Station 172 \$ 1251 / month
3. Fire Station 173 \$ 901 / month
4. Police station & Fire station 171 \$ 1002 / month
5. New Library & Sernas Plaza \$ 350 / month
6. Municipal Ops Service Center \$ 1402 / month
7. Waste Water Treatment Plant \$ 1051 / month

SECTION A

VII. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Somerset Landscape Maintenance 86-1042562
FIRM SUBMITTING PROPOSAL FEDERAL TAX ID NUMBER

Brian Lemmerman President 
PRINTED NAME AND TITLE AUTHORIZED SIGNATURE

19051 S. Arizona Ave. 480 782 5296 480 922 8200
ADDRESS TELEPHONE FAX #

Chandler AZ 85286 4/16/08
CITY STATE ZIP DATE

WEB SITE: SMOutdoors.com EMAIL ADDRESS: SomersetLandscape@
cor.net

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? NO

If yes, please provide details and documentation of the certification.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK

The Consultant shall provide landscaping services, including, but not limited to, mowing, edging, pruning, fertilizing, irrigation programming, raking, weeding, and trash and debris cleanup on the sites designated on exhibits attached hereto. The Consultant shall furnish all labor, materials, equipment, tools, services and skill required to maintain the landscape in a healthy and attractive condition throughout the term of the Agreement. The Consultant shall have the right to use weekends and holidays to accomplish weekly, monthly, semi-annual and annual services.

Consultant shall comply with leaf blower policy beginning March 31, 2008, which prohibits operating leaf blowers on any high pollution advisory day and blowing landscape debris into public roadway at any time.

No minimum manpower requirements shall be placed on the Consultant in relation to the number of landscape personnel required. The Consultant shall have each facility, as listed, in first-rate condition according to the specification on each working day, unless otherwise stated and or specified herein. The Consultant is encouraged to schedule services for each facility whereby supervision of his/her personnel and security of the facility will be maintained at all times. The Consultant shall be expected to coordinate landscape services with the parties responsible for management of the facility. Landscape services shall be coordinated and/or scheduled to prevent interference or disturbance of City business such as events, sports activities, or meetings held in certain areas of the facility during the servicing period.

1. General Obligations.

a. Supplies and Materials. Consultant shall furnish all supplies, materials, and equipment necessary for the proper performance of the landscape services. Supplies and materials include, but are not limited to, brooms, trimmers, mowers, blowers, chemicals, vacuums, chain saws, rakes, clippers, and other hand tools and fuel. When necessary, the Consultant shall supply trash receptacles for trimmings. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Facilities Manager, which shall not be unreasonably withheld. Equipment deemed by the Facilities Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the Consultant. At a minimum, these supplies and materials shall be of a quality to conform to applicable State specifications. The Consultant shall not use any material or supplies which the Facilities Manager determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.

b. Miscellaneous Requirements. Consultant shall:

(1) Provide MSDS for all chemicals used or stored on building grounds to the Facilities Manager.

(2) Provide hazardous chemical communications and safety training to Consultant's personnel, and provide proof of such training to the Facilities Manager.

(3) Provide adequate field supervision to ensure landscape staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours.

(4) Develop an internal monitoring system that will be used to ensure service quality, which shall include regularly scheduled written inspections, with a copy to the Facilities Manager. The Facilities Manager may choose to inspect with the Consultant.

(5) Report vandalism and/or damage of the City's property to the Facilities Manager immediately upon discovery.

(6) Submit with monthly invoice a notarized statement from the Consultant and Subcontractors certifying that prevailing wages have been paid.

(7) Inform employees that the City's equipment, including trimmers, sweepers, vacuums, blowers, mowers, chemicals, office equipment, telephones, computers, exercise equipment, etc, shall not be used by the Consultant or the Consultant's employees.

c. Licenses. Consultant shall have A21 and L26 commercial lawn and sprinkler maintenance licenses if replacement landscaping is to be done. Consultant agrees to purchase all other licenses required by the City, State and federal governments. Consultant (or sub-Consultant) must hold a Pest Control Operator's license and certification for restricted pesticides.

d. Environmental Responsibility. The Consultant shall adhere to the revised MAG 1999 Serious Area Particulate Plan PM-10 Plan and MAG 2003 Carbon Monoxide Redesignation Request and Maintenance Plan (Measure 6, 2-14), which is aimed at reducing activities which may contribute to diminished air quality. This may involve a shift in the timing of activities during critical air pollution periods.

e. Security. The Consultant shall ensure that only their properly identified employees listed with the Facilities Manager are permitted on the premises during the performance of daily duties. The Consultant will be held strictly accountable for damages or breaches of security caused by Consultant's employees. The Consultant shall be given instructions on the City's sign-in/out procedures. It shall be the Consultant's responsibility to ensure procedures are strictly followed.

2. Consultant Staff.

a. Employee Recruitment. The Consultant shall provide adequate personnel, trained in proper landscape management methods and techniques to properly and satisfactorily maintain the grounds on a day-to-day basis during the scheduled times indicated. The Consultant must provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City's Facilities Management Department shall be notified prior to the change when possible or as quickly as possible thereafter. The Consultant shall be responsible for furnishing a

replacement landscape employee in the event of sickness or absence. In addition, Consultant's supervisory staff shall have the ability to:

- (1) Read, write, speak and understand the English language.
- (2) Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
- (3) Understand written and oral rules and regulation and apply them in a tactful and non-confrontational manner.

b. Employee Acceptance by the City. The City will be the sole judge of the efficiency and acceptability of each landscape employee's performance while on site. The City reserves the right to require the Consultant to remove any landscape personnel from further duty at City facilities, without cause and without the right to recover damages by such landscape employee or by the Consultant from the City. The Consultant shall promptly remove and replace an individual landscape employee when requested to do so by the City. Any damage to the City's property caused by the Consultant's personnel shall be repaired at the Consultant's expense.

c. Uniform and Appearance Standards. The Consultant's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Consultant.

d. Personnel Supervision. The successful Consultant shall be responsible for all coordination and supervision of personnel associated with the landscape service at the City's facilities. These activities include, but may not be limited to the following:

e. Certified Arborist. Contractor shall have a certified arborist on staff to ensure proper tree pruning and health.

- (1) Recruit, screen and train personnel.
- (2) Provide a Project Manager who shall be responsible for the performance of the contract and remain the Consultant's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communication with the City's Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Facilities Manager. The Project Manager shall contact the Facilities Manager to review overall performance, receive special instructions regarding landscaping items, or discuss other pertinent items regarding the contract and the Consultant's performance.

- (3) Evaluate Consultant's staff performance.

3. Site Responsibilities.

Crystal Gardens (Wetlands)

The water edges of the lakes of the Crystal Gardens subdivision, generally located between McDowell Road and Thomas Road on Crystal Gardens Parkway consist of stabilized, decomposed granite (“DG”) walkways and turf areas, including trees and shrubs.

a. Walking Pathways.

(1) Decomposed Granite. Contouring and leveling of the walking pathway shall occur weekly in order to maintain the walk path in a safe and esthetic condition. Holes, erosions and other imperfections shall be repaired and new DG added as required. Consultant shall keep a stock of the DG on site so that the addition of DG to the walk path can be performed on a routine basis.

(2) Weeding. The walking pathway shall be kept free from all noxious weeds and grasses. Weeds shall be removed manually or chemically. At no time shall grass or weeds be allowed to encroach or exist on the walking pathway.

(3) Pruning. All plant materials shall be pruned in a uniform manner as growth habits dictate. All trimming from plant material shall be removed from the premises the same day.

(4) Metal Border. The metal border separating the walking pathway and the turf area shall be maintained in a safe condition by re-burying any portion of the metal border that may have been pulled up thus presenting a hazard. The metal border shall be maintained in its original function which is to separate the walking pathway and the turf areas. Any portion of the walking pathway metal border that can not be repaired shall be replaced. Labor to replace the border shall be included in the Agreement. Materials shall be provided by the Consultant and billed at a cost plus markup.

(5) Pest Control. Consultant shall furnish pest control to eliminate insects in the desert or grass areas. Section I, subsection D, above for chemical requirements.

(6) Trash Receptacles. There are 28 trash receptacles located along the walking pathways that are to be serviced by the Consultant. The Consultant shall be responsible for removing the trash bags from the trash containers and refitting with empty bags. This shall occur two times per week on Friday and Monday.

(7) Culvert grates. Culvert grates exist in various areas of the water edges. The Consultant shall be responsible for cleaning out any trash that may become trapped in the grates. This cleaning shall occur once per week on normal service days.

b. Turf.

(1) Mowing. Turf areas will be mowed once each week.

(2) Edging and Trimming. Turf areas adjacent to paved surfaces such as walks, dries, curbs and header-boards shall be edged each mowing.

(3) Irrigation. Sprinklers shall be checked weekly for required adjustments and replacements to ensure maximum coverage. Immediate adjustments shall be made to correct over-spray into streets, parking lots, or other paved areas or excessive runoff from elevated lawn areas. Sprinkler heads will be replaced or repaired at the Consultant's expense if broken due to landscaping equipment used by Consultant's employees. The sprinkler system is to be checked after weekly mowing; any damage shall be repaired within 24 hours. All labor and material for minor repairs, such as head replacement, minor line leaks, etc. will be included in this Scope of Work. At no time shall standing water be allowed to exist. Irrigation repairs or adjustments must be made immediately to resolve any standing water.

(4) Fertilization. Lawn areas shall be fertilized each spring to coincide with the Bermuda grass regeneration and again in 6-8 weeks. Fertilizers must be pre-approved. Appropriate watering procedures shall be followed before and after fertilizer application.

(5) Weeds. Weeds shall not be allowed to become established in any turf areas. Weeds shall be removed manually or chemically.

(6) Aeration. Turf areas shall be aerated two times per year.

c. Trees and Shrubs.

(1) Pruning and Trimming. Consultant shall prune, shape and trim all shrubbery, hedges, plants and trees (including palm trees and oleander) as necessary but at least quarterly to stimulate growth, maintain growth within space limitations, or to maintain a natural appearance. All debris must be removed immediately. Two times per year, palm trees shall be trimmed to remove dead fronds and dated by the Consultant or suitable sub-Consultant. Once per year skinning shall be performed. All trees, shrubs, and bushes are to be pruned in such a manner so as to permit an unobstructed view of all signage and traffic. In the event that such pruning results in an unsightly appearance, it will be the responsibility of the Consultant to make the City aware of the problems and suggest a remedy. Trees and shrubs that have died or have been subject to wind damage should be brought to the attention of the City for decisions concerning replacement.

(2) Staking and Guying. Stakes and guys are to be inspected regularly and adjusted, replaced, or removed, as necessary.

(3) Fertilization, Cultivation and Spraying. Consultant shall fertilize and cultivate as necessary per accepted horticultural practices to maintain health of trees and shrubs. Olive trees are to be sprayed to prevent fruit formation on an annual basis.

(4) Irrigation. Duration and frequency shall be dictated by plant needs. Consultant shall use a soil probe to occasionally monitor soil moisture levels in the root areas. Hand watering may be required in some areas, or if irrigation system is under repair. At no time shall standing water be allowed to exist. Irrigation repairs or adjustments must be made immediately to resolve the standing water.

(5) Storm/Wind Damage. Consultant must immediately inspect for damage after any wind or storm activity. Removal of damaged flora and re-staking shall be included in this contract. Replacement of damaged plants and trees must be approved by the City.

Neighborhood Parks

a. Nine (9) neighborhood parks throughout the City are to be maintained as part of the awarded contract. The neighborhood parks are as follows:

- | | | |
|-----|------------------|-------------------------------|
| (1) | Donnie Hale | 10875 West Pima Cashion |
| (2) | Mountain View | 201 East Mountain View Drive |
| (3) | Dennis DeConcini | 351 East Western Avenue |
| (4) | Fred Campbell | 101 East Lawrence Boulevard |
| (5) | Dessie Lorenz | 202 East Main Street |
| (6) | Las Ligas | 12421 West Lower Buckeye Road |
| (7) | Doc Rhoades | 104 West Western Avenue |
| (8) | Coldwater | 10 North Eliseo Felix Way |
| (9) | Dysart Park | Dysart and Main Street |

b. Cleaning.

(1) Consultant shall remove litter, trash, dried or dead plants and parts of plants (leaves, fronds, branches) in areas where work occurs daily, and the entire contract site weekly.

(2) Cleaning includes, but is not limited to, granite areas, walkways, streets and driveways. Animal waste removal is considered cleaning under this contract.

(3) Consultant shall always be alert to visible trash and remove it immediately.

(4) Contractor shall empty trash containers and install new can liners on the day of service. Contractor will designate the days the parks are maintained.

c. Granite Maintenance.

(1) Raking and leveling of decomposed rock areas and removal of grass and weeds from decomposed rock areas shall occur weekly and a pre-emergent herbicide shall be

applied twice a year (Spring and Fall) to prevent the germination of most noxious weeds and grasses.

(2) All grass and weeds growing in cracks of sidewalks, curbs, and asphalt adjacent to landscaped areas will be manually and/or chemically controlled.

(3) All decomposed rock areas, shrub beds, planter islands, and ground cover areas shall be kept free of weeds and grasses by post-emergent herbicides and/or manually removed.

(4) Prior to the use of herbicides, Consultant shall submit a list of chemicals with MSDS sheets to the City Facilities Manager for approval of use on the work site.

d. Turf.

(1) Mowing. Turf areas will be mowed once each week.

(2) Edging and Trimming. Turf areas adjacent to paved surfaces such as walks, drives, curbs and header-boards shall be edged each mowing.

(3) Irrigation. Sprinklers shall be checked weekly for required adjustments and replacements to ensure maximum coverage. Immediate adjustments shall be made to correct over-spray into streets, parking lots, or other paved areas or excessive runoff from elevated lawn areas. Sprinkler heads will be replaced or repaired at the Consultant's expense if broken due to landscaping equipment used by Consultant's employees. The sprinkler system is to be checked after weekly mowing; any damage shall be repaired within 24 hours. All labor and material for minor repairs, such as head replacement, minor line leaks, etc. will be included in this scope of work. At no time shall standing water be allowed to exist. Irrigation repairs or adjustments must be made immediately to resolve any standing water.

(4) Fertilization. Lawn areas shall be fertilized each spring to coincide with the Bermuda grass regeneration and again in 6-8 weeks. Fertilizers must be pre-approved. Appropriate watering procedures shall be followed before and after fertilizer application.

(5) Weeds. Weeds shall not be allowed to become established in any turf areas. Weeds shall be removed manually or chemically.

(6) Aeration. Turf areas shall be aerated two times per year.

e. Shrub and Ground Cover.

(1) Pruning and Trimming. Pruning and shaping of shrubs and ground cover shall occur as necessary but at least once per quarter to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood. Shrubs shall not be clipped into balled or box forms unless required by the design. Edge ground cover

as needed to keep from spreading over walks and curbs or up walls and into other plants. Trimming waste must be disposed of off-site on the day of service.

(2) Irrigation. Duration and frequency shall be dictated by plant needs. Consultant shall use a soil probe to occasionally monitor soil moisture levels in the root areas. Hand watering may be required in some areas, or if irrigation system is under repair.

(3) Fertilization. All plants shall be fertilized a minimum of one time per year with full spectrum granular fertilizers to provide adequate nutrient levels.

(4) Insect/Pest Infestation. Consultant shall maintain constant attention for pest invasion of shrubs and ground cover areas. Consultant will take proper control measures upon approval of cost by the City.

(5) Dead and Declining Foliage. Plants that are in a state of decline or dead shall be brought to the attention of the City immediately. Replacement plants shall be of size, condition, and variety acceptable to the City. No plant replacement shall occur without the written approval of the City. Failure of Consultant to document and report such decline to the City with subsequent death of the plant shall hold the Consultant responsible for the replacement of plants of a size, condition and variety acceptable to the City at the Consultant's expense.

f. Tree Maintenance.

(1) Pruning Desert Trees. The pruning of desert trees shall occur as necessary but at least once per quarter to enhance a natural desert look and to keep branches from interfering with pedestrian, vehicle and bicycle traffic. Pruning that creates a pom, ball, or umbrella look is unacceptable.

(i) Consultant shall prune and shape only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood. Pruning must insure proper sight distance for motorists at intersections and/or traffic safety signs.

(ii) Height limitation for tree pruning covered in this specification is twelve (12) feet. On trees over twelve (12) feet in height, only low-hanging branches that present a hazard to pedestrian or vehicle traffic will be pruned to a height of seven (7) feet.

(iii) Maintenance pruning and suckers are to be removed immediately on appearance.

(2) Irrigation. Consultant shall program the irrigation controller to apply adequate water for moisture to penetrate throughout the root zone, and only as frequently as necessary to maintain healthy growth. Tree wells shall be maintained in drip or shrub areas for retention of water. Hand watering may be required in some areas, or if irrigation system is under repair.

(3) Fertilization. All trees shall be fertilized one (1) time per year with appropriate fertilizers approved by the City.

(4) Staking and Guying. Stakes and guys on existing trees are to be inspected regularly or immediately following a storm event and adjusted or removed as necessary. Labor to perform normal re-staking of trees shall be included in Consultant's pricing. All materials shall be provided by the Consultant and billed at a cost plus markup.

(5) Insect/Pest Infestation. Consultant shall maintain constant attention for pest invasion of landscaped areas. Consultant shall take proper control measures upon the approval of the City.

(6) Dead and Declining Foliage. Trees that are in a state of decline or dead shall be brought to the attention of the City immediately. Replacement trees be of size, condition, and variety acceptable to the City. No plant replacement shall occur without the written approval of the City. Failure of Consultant to document and report such decline to the City with subsequent death of the tree shall hold the Consultant responsible for the replacement of trees of a size, condition and variety acceptable to the City at the Consultant's expense.

Tree and Shrub Trimming at Friendship Park and Festival Fields Park

a. Locations. Trees and shrub maintenance for two (2) neighborhood parks in the City are required for this Agreement. The neighborhood parks are as follows:

- | | | |
|------|----------------------|-----------------------------|
| (i) | Friendship Park | 12325 West McDowell Road |
| (ii) | Festival Fields Park | 101 West Lower Buckeye Road |

Tree and shrub trimming at Friendship Park and festival Fields Park will be performed 2 times per year. Times to be determined by Parks Recreation & Libraries staff.

b. Pruning and Trimming. Pruning and shaping of shrubs and ground cover shall occur 2 times per year to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damaged or diseased wood. Shrubs shall not be clipped into balled or box forms unless required by the design. Edge ground cover as needed to keep from spreading over walks and curbs or up walls and into other plants. Trimming waste must be disposed of off-site on the day of service.

(i) Pruning Desert Trees : The pruning of desert trees shall occur 2 times per year to enhance a natural desert look and to keep branches from interfering with pedestrian, vehicle and bicycle traffic. Pruning that creates a pom, ball, or umbrella look is unacceptable.

(ii) Height limitation for tree pruning covered in this specification is twelve (12) feet. On trees over twelve (12) feet in height, only low-hanging branches that

present a hazard to pedestrian or vehicle traffic will be pruned to a height of seven (7) feet.

(iii) Suckers will be removed during bi-annual maintenance.

Irrigation Systems – All Sites

a. Complete irrigation systems shall be inspected for proper operation monthly during normal work schedule. Sprinkler heads shall be inspected weekly and adjusted to promote proper coverage.

b. Watering shall be scheduled by the supervisor on automatic controllers in quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. Controller programs will be adjusted as needed. Every effort shall be made to conserve water.

c. Watering shall be scheduled at night unless notified otherwise by the City Facilities Manager. Exceptions are watering after fertilization and at times of over seeding. Consultant shall adhere to any state or local watering restrictions.

d. All labor and material for minor repairs, such as head replacement, minor line leaks, etc. will be included in this scope of work.

e. Major irrigation repairs (i.e. such as controllers, time clocks backflow prevention devices etc.) shall be repaired on a time and materials basis, as approved by the City. If the Consultant is required to make emergency repairs or adjustments during other than regularly scheduled visits, the work will be accomplished on a time and materials basis. Staff must be certified to perform this type of work.

f. Any damages to the irrigation system caused by the Consultant's equipment or carelessness while performing maintenance operations shall be repaired without charge to the City.

g. Vandalism or accidental damage caused by others shall be reported promptly to the City of Avondale Facilities Manager.

Site Inspections

a. As part of the contract administration process, the Facilities Manager, or designee, shall inspect each site to ensure Consultant is maintaining landscape in a manner that keeps City facilities appearing clean, manicured, healthy, flourishing, wholesome, and free from weeds and pest infestations. Site inspections will also determine if the Consultant is in compliance with the above specifications. A Quality Inspection Form will be used to evaluate the Consultant's performance on a week-by-week basis. See below. The Facilities Manager shall meet monthly with the Consultant to review the inspection reports and discuss any deficiencies. The following rating system will be used on the Quality Inspection forms:

- 1-Poor
- 2-Needs improvement
- 3-Fair
- 4-Good
- 5-Excellent

Any area receiving a rating of “Needs Improvement” or “Poor” must be corrected immediately.

**QUALITY INSPECTION FORM
LANDSCAPE SERVICES – PR 08-006**

INSPECTION DATE

INSPECTOR

FACILITY NAME:

FACILITY ADDRESS

VENDOR

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>SCORE</u>	<u>POSSIBLE</u>	<u>PERCENT</u>
Lawns/Turf								
cut to 1 1/2"						_____	5	_____
edge trimming						_____	5	_____
remove clippings						_____	5	_____
insect/disease control						_____	5	_____
weed control						_____	5	_____
irrigation						_____	5	_____
seasonal maintenance						_____	5	_____
						total _____	40	_____
Desert/Granite Areas								
clean						_____	5	_____
weed free						_____	5	_____
uniform appearance						_____	5	_____
						total _____	20	_____
Trees/Shrubs								
pruned/timmed						_____	5	_____
staked/guyed						_____	5	_____
healthy appearance						_____	5	_____
damaged (storm/wind)						_____	5	_____
absence of dead foliage						_____	5	_____
irrigated						_____	5	_____
						total _____	30	_____
Weed/Pest Control								
absence of weeds						_____	5	_____
absence of pests						_____	5	_____
						total _____	10	_____
Irrigation Systems								
operation						_____	5	_____
sprinkler direction/coverage						_____	5	_____
watering schedule						_____	5	_____
absence of damage						_____	5	_____
						total _____	20	_____

QUALITY INSPECTION FORM (con't)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>SCORE</u>	<u>POSSIBLE</u>	<u>PERCENT</u>
Trash Receptacles								
emptied						_____	5	_____
replacement bags						_____	5	_____
						total	10	_____
Median Areas								
clean						_____	5	_____
granite maintained						_____	5	_____
tree/shrub appearance						_____	5	_____
weed free						_____	5	_____
						total	20	_____
						Total all	200	_____

- 1-Poor
- 2-Needs improvement
- 3-Fair
- 4-Good
- 5-Excellent

I hereby affirm that I have inspected the above areas and find the above ratings true.

Printed Name

Signature

Date

Any area receiving a rating of “Needs Improvement” or “Poor” must be corrected immediately.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.

[Consultant's Compensation]

See following pages.

Charge per Location:

Crystal Gardens \$ 5840 / month

Medians

1. McDowell Road from Dysart to Rancho Santa Fe \$ 629 / month
 2. McDowell Rd. from 107th Ave. to 99th Ave. \$ 1676 / month
 3. 99th ave. North & South of McDowell \$ 210 / month
 4. 107th Ave North of McDowell \$ 210 / month
 5. Dysart Road from Van Buren to Indian School Rd \$ 2952 / month
 6. Van Buren East of Avondale Blvd. \$ 519 / month
 7. Loma Linda from 1st to 2nd Streets. \$ 414 / month
 8. Lower Buckeye from 123rd to 127th Avenues \$ 728 / month
 9. Avondale Blvd. from Buckeye Rd
to Just North of McDowell Rd. \$ 2914 / month
 10. Western Avenue from Dysart to Central. \$ 2114 / month
 11. Encanto at 113th Ave \$ 519 / month
- Total Medians** \$ 12485 / month

City Facilities

1. Avondale Community Center \$ 1402 / month
2. Fire Station 172 \$ 1251 / month
3. Fire Station 173 \$ 901 / month
4. Police station & Fire station 171 \$ 1002 / month
5. New Library & Sernas Plaza \$ 350 / month
6. Municipal Ops Service Center \$ 1402 / month
7. Waste Water Treatment Plant \$ 1051 / month

8. Old City Hall Facility \$ 526 / month

9. Civic Center Campus \$ 5608 / month

Total City Facilities \$ 13493 / month

City Parks

1. Donnie Hale \$ 922 / month

2. Mountain View \$ 922 / month

3. Dennis DeConcini \$ 690 / month

4. Fred Campbell \$ 460 / month

5. Dessie Lorenz \$ 1280 / month

6. Las Ligas \$ 1590 / month

7. Doc Rhoades \$ 260 / month

8. Coldwater \$ 1380 / month

9. Dysart Park \$ 690 / month

Total Parks \$ 8194 / month

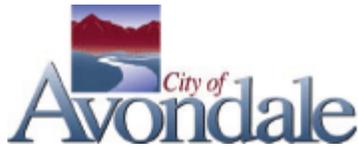
Friendship Park Tree & Shrub Pruning \$ 700 / month

Festival Fields Park Tree & Shrub Pruning \$ 550 / month

Total Tree & Shrub Pruning \$ 1250 / month

	ProQual Landscaping	Glasscote LLC	Somerset Landscape Maintenance	ISS Grounds Control	AZ Sunscape Landscape Maintenance
Hourly Rates - Straight Time					
Superintendent	\$ 45.00	\$ 47.00	\$ 29.00	\$ 30.00	\$ 30.00
Foreman	\$ 30.00	\$ 33.00	\$ 22.00	\$ 28.00	\$ 25.00
Journeyman	\$ 30.00		\$ 19.00	\$ 25.00	\$ 20.00
Apprentice	\$ 30.00		\$ 17.00	\$ 15.00	\$ 15.00
Helper	\$ 30.00			\$ 15.00	\$ 15.00
Other					
Irrigation Tech	\$ 45.00				
Team Leader		\$ 22.00			
Team Assistant		\$ 17.00			
Hourly Rates - Overtime					
Superintendent	\$ 67.50		\$ 43.00	\$ 45.00	\$ 45.00
Foreman	\$ 45.00		\$ 33.00	\$ 42.00	\$ 37.50
Journeyman	\$ 45.00		\$ 28.00	\$ 37.50	\$ 30.00
Apprentice	\$ 45.00		\$ 25.00	\$ 24.00	\$ 22.50
Helper	\$ 45.00		\$ 25.00	\$ 24.00	\$ 22.50
Other	\$ 67.50				
Irrigation Tech					
Team Leader		\$ 22.00			
Team Assistant		\$ 17.00			
Subcontractor Fee Structure					
Southwest Grounds Control - \$300/acre pre/post-emergent	n/a	n/a	n/a		
Custom Weed Control - \$300/acre					
Earth's Tree Service/Certified Arborist					
Material Fee Structure	Cost + 30%	Proven Costs + 15%	Cost + 20%	Cost + 30%	Cost + 25%
Crystal Gardens					
	\$ 6,460.00	\$ 5,160.00	\$ 5,840.00	\$ 7,900.00	\$ 5,500.00
Medians					
McDowell Rd from Dysart to Rancho Santa Fe	\$ 600.00	\$ 2,580.00	\$ 629.00	\$ 450.00	\$ 200.00
McDowell Rd from 107th Ave to 99th Ave	\$ 400.00	\$ 9,500.00	\$ 1,676.00	\$ 450.00	\$ 600.00
99th Ave North & South of McDowell	\$ 400.00	\$ 3,225.00	\$ 210.00	\$ 150.00	\$ 250.00
107th Ave. North of McDowell	\$ 400.00	\$ 3,225.00	\$ 210.00	\$ 450.00	\$ 600.00
Dysart Road from Van Buren to Indian School Rd.	\$ 1,200.00	\$ 3,225.00	\$ 2,952.00	\$ 1,375.00	\$ 3,000.00
Van Buren East of Avondale Blvd.	\$ 600.00	\$ 3,225.00	\$ 519.00	\$ 450.00	\$ 600.00
Loma Linda from 1st to 2nd Streets	\$ 500.00	\$ 1,290.00	\$ 414.00	\$ 290.00	\$ 250.00
Lower Buckeye from 123rd to 127th Ave	\$ 600.00	\$ 4,515.00	\$ 728.00	\$ 450.00	\$ 250.00
Avondale Blvd from Buckeye Rd to Just North of McDowell Rd.	\$ 1,200.00	\$ 8,500.00	\$ 2,514.00	\$ 1,190.00	\$ 600.00
Western Ave. from Dysart to Central	\$ 1,300.00	\$ 4,515.00	\$ 2,114.00	\$ 1,050.00	\$ 1,800.00
Encanto at 113th Ave.	\$ 400.00	\$ 2,580.00	\$ 519.00	\$ 790.00	\$ 200.00
Total Medians	\$ 7,600.00	\$ 46,380.00	\$ 12,485.00	\$ 7,095.00	\$ 8,350.00

City Facilities					
Avondale Community Center	\$ 1,150.00	\$ 1,935.00	\$ 1,402.00	\$ 390.00	\$ 350.00
Fire Station 172	\$ 1,300.00	\$ 645.00	\$ 1,251.00	\$ 1,290.00	\$ 1,100.00
Fire Station 173	\$ 1,150.00	\$ 645.00	\$ 901.00	\$ 990.00	\$ 925.00
Police Station & Fire Station 171	\$ 1,300.00	\$ 1,935.00	\$ 1,002.00	\$ 390.00	\$ 300.00
New Library & Sernas Plaza	\$ 1,150.00	\$ 645.00	\$ 350.00	\$ 290.00	\$ 600.00
Municipal Ops Service Center	\$ 1,450.00	\$ 1,935.00	\$ 1,402.00	\$ 590.00	\$ 400.00
Waste Water Treatment Plant	\$ 1,150.00	\$ 1,935.00	\$ 1,051.00	\$ 1,590.00	\$ -
Old City Hall Facility	\$ 1,150.00	\$ 1,935.00	\$ 526.00	\$ 290.00	\$ 300.00
Civic Center Campus	\$ 4,250.00	\$ 3,870.00	\$ 5,608.00	\$ 4,690.00	\$ 3,800.00
Total City Facilities	\$ 14,050.00	\$ 15,480.00	\$ 13,493.00	\$ 10,510.00	\$ 7,775.00
City Parks					
Donnie Hale	\$ 2,275.00	\$ 1,935.00	\$ 922.00	\$ 590.00	\$ 2,700.00
Mountain View	\$ 2,450.00	\$ 1,290.00	\$ 922.00	\$ 1,890.00	\$ 2,500.00
Dennis DeConcini	\$ 2,100.00	\$ 1,290.00	\$ 690.00	\$ 1,390.00	\$ 2,200.00
Fred Campbell	\$ 1,400.00	\$ 1,290.00	\$ 460.00	\$ 1,190.00	\$ 2,000.00
Dessie Lorenz	\$ 2,100.00	\$ 2,580.00	\$ 1,280.00	\$ 1,790.00	\$ 3,000.00
Las Ligas	\$ 3,500.00	\$ 3,225.00	\$ 1,590.00	\$ 2,490.00	\$ 4,000.00
Doc Rhoades	\$ 700.00	\$ 645.00	\$ 260.00	\$ 990.00	\$ 300.00
Coldwater	\$ 2,100.00	\$ 3,225.00	\$ 1,380.00	\$ 2,490.00	\$ 4,500.00
Dysart Park	\$ 1,050.00	\$ 645.00	\$ 690.00	\$ 890.00	\$ 400.00
Total Parks	\$ 17,675.00	\$ 16,125.00	\$ 8,194.00	\$ 13,710.00	\$ 21,600.00
Friendship Park Tree & Shrub Pruning	\$ 1,200.00	\$ 350.00	\$ 700.00	\$ 850.00	\$ 2,500.00
Festival Fields Park Tree & Shrub Pruning	\$ 725.00	\$ 350.00	\$ 550.00	\$ 500.00	\$ -
Total Tree & Shrub Pruning	\$ 1,925.00	\$ 700.00	\$ 1,250.00	\$ 1,350.00	\$ 2,500.00
Total	\$ 47,710.00	\$ 83,845.00	\$ 41,262.00	\$ 40,565.00	\$ 45,725.00



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Phoenix Children's Hospital - Avondale Young Families Program

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize the City Manager to enter into a Professional Services Agreement between the City of Avondale and Phoenix Children's Hospital for the purpose of passing through Gila River Indian Community grant funding to support the implementation of the Avondale Young Families Program formerly known as the Teen Pregnancy Program.

BACKGROUND:

According to the Arizona Department of Health Services' 2003 Avondale Community Health Profile, there were one hundred and twenty seven births to females aged 15-19 years living in Avondale. Although this birth rate (60.0) is comparable to county and state birth rates for this age group, it is well above the national rate of 41.7. Statistically, twenty five percent of the Avondale adolescents that gave birth in 2003 will have a second child within two years. Less than one-third of these Avondale adolescents will complete high school, and nearly sixty-four will begin receiving welfare within the next three years.

The children of these teen moms are more likely to suffer from higher rates of low birth weight, as reflected by Avondale's LBW rate of 9.1. Even more disturbing, the Avondale rate of infant deaths under year one of age is more than double that of Maricopa County at 12.8. In addition, the children of these teens will also have an overall poorer health status, receive inadequate parenting and healthcare, fall victim to abuse and neglect, and suffer from poor school performance. (<http://teenpregnancy.org>) The City Council authorized the City of Avondale to submit an application to the Gila River Indian Community for the purposes of implementing a Teen Pregnancy Program on April 16, 2007. The Gila River Indian Community awarded the grant funding in the amount of \$345,000 over a three year timeframe for the implementation of the program on October 17, 2007.

DISCUSSION:

The Neighborhood Family Services Young Families Program is a collaborative effort between the City of Avondale's Healthy Avondale and Youth Development Programs, Phoenix Children's Hospital, Teen Outreach Pregnancy Services, and the Arizona Fathers and Families Coalition.

The program will provide the following services:

- Pregnancy prevention
- Youth development for healthy choices
- Prenatal health education
- Case management to pregnant teens
- Education and support for teen fathers
- Parenting and child development education through home visits
- Support groups for parenting and pregnant teens.
- Alcohol and drug prevention
- Support to ensure that teen mother and fathers remain in school.

The goals for the program include:

- **Decreasing Avondale teen pregnancy rates from 60% to 40% by 2010**
- Prevent second pregnancies among 90% of the program participants.
- Provide life skills training to youth so that they will make healthy life choices.
- **Improve teen pregnancy outcomes**
- 95% of program participants will carry to term, >36 weeks of gestation
- 100% of program participants will self report no drug/alcohol/tobacco use during pregnancy
- **Decrease the number of low birth weight babies**
- Less than 5% of births to program participants will be considered low or very low birth weights
- **Reduce fetal and infant deaths**
- Post program testing will demonstrate that 100% of participants understand the dangers and consequences of co-sleeping and inconsistent use of proper sleeping positions
- Post program testing will demonstrate that 100% of participants understand the dangers and consequences of exposing their infants to second hand smoke
- **Decrease preventable injuries**
- 100% of program participants will become CPR certified prior to completion of the program
- 100% of program participants will receive education on how to properly install an infant car seat by the Avondale Fire Department prior to completion of the program
- **Increase parenting skills of teen parents**
- At least 80% of enrolled mothers and fathers can demonstrate knowledge of developmentally appropriate infant play and healthy feeding behaviors during each office visit in the first year of life.
- **Increase the knowledge of participant teen mothers regarding the health of their baby and their own health**
- Teen parents and infants will attend at least 90% of scheduled well-child checks and Healthy Steps visits during the first 15 months of life.
- Enrolled infants will receive 90% of recommended immunizations by 18 months of age
- 100% of enrolled infants will be screened for developmental delays during each scheduled visit and be referred for appropriate evaluation if necessary
- **Improve health outcomes for the infant, teen mothers and teen fathers**
- At least 85% of enrolled teen mothers and fathers are enrolled in or have completed a formal education program such as GED, high school or vocational education.

In order to implement the program with assistance from Phoenix Children's Hospital a Professional Services Agreement must be established. This agreement will allow Avondale to pass the grant funding on to Phoenix Children's Hospital. The Hospital shall receive \$39,000.00 per year for three (3) years, in an aggregate amount not to exceed \$117,000.00, contingent upon the receipt of funding from GRIC.

BUDGETARY IMPACT:

Funding from the GRIC award will be passed through to Phoenix Children's Hospital in the amount of \$39,000.000 per year. This will not affect the City's General Fund.

RECOMENDATION:

Staff recommends that City Council authorize the City Manager to enter into a Professional Services Agreement between the City of Avondale and Phoenix Children's Hospital for the purpose of passing through Gila River Indian Community grant funding to support the implementation of the Avondale Teen Pregnancy Program.

ATTACHMENTS:

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☐ [PSA](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX CHILDREN'S HOSPITAL**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of January 11, 2008, between the City of Avondale, an Arizona municipal corporation (the "City") and Phoenix Children's Hospital, an Arizona non-profit corporation (the "Hospital").

RECITALS

A. The City is authorized by ARIZ. REV. STAT. §§ 5-601.02 and 11-952 to enter into agreements with Indian Tribes for the purpose of accepting distributions to cities, towns or counties for services that benefit the general public, including public safety, mitigation of impacts of gaming or promotion of commerce and economic development.

B. As part of the City's Healthy Avondale 2010 program, the City submitted a grant application (the "Grant Application") to the Gila River Indian Community (the "GRIC") for funding to implement the Avondale Youth Development and Young Families Program (the "Project").

C. The GRIC has agreed to provide up to \$117,000.00 (the "Funds"), pursuant to ARIZ. REV. STAT. § 5-601.02, to fund the Project.

D. The City and the Hospital desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the Funds for the Project.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2010, unless terminated as described in this Agreement.

2. Disbursement of Funds. The City shall pass through all grant funding received on behalf of the Hospital. The City's sole responsibility under this Agreement shall be to pass through the Funds. The City shall not be responsible for assisting the Hospital with cost overages. The Hospital shall implement the Project as outlined in the Grant Application, including but not limited to, providing timely reports that satisfy the Grant Application requirements.

3. Scope of Work. The Hospital shall use the Funds specifically for the project as outlined in the Grant Application as set forth in Exhibit A. In addition, the Hospital shall submit quarterly reports to the City on the following dates: April 15, 2008, July 15, 2008, October 15, 2008, January 15, 2009, April 15, 2009, July 15, 2009, October 15, 2009, January 1, 2010, April 15, 2010, July 15, 2010 and October 15, 2010. The Reporting template will be created by the City and will be provided to the Hospital no later than March 15, 2008. All expenditures/expenses shall be supported by general ledger or subsidiary ledger reports and supporting documentation (copies of contracts, invoices and checks).

4. Funds; Fund Payment Dates. The Hospital shall receive \$39,000.00 per year for three (3) years, in an aggregate amount not to exceed \$117,000.00, contingent upon the receipt of funding from GRIC as set forth in Exhibit A. The Funds will be paid quarterly starting within 30 days of the execution of the Agreement. Subsequent payments will be made within 30 days of receipt of the invoice and required reporting. The Invoice due dates shall be: April 15, 2008, July 15, 2008, October 15, 2008, January 15, 2009, April 15, 2009, July 15, 2009, October 15, 2009, January 1, 2010, April 15, 2010, July 15, 2010 and October 15, 2010.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Inspection. The City and GRIC shall be allowed to conduct site visits of areas used for the Project at their sole discretion.

7. Licenses; Materials. Hospital shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Hospital. The City has no obligation to provide Hospital, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Hospital.

8. Performance Warranty. The Hospital warrants that the Project will be operated and managed in a professional manner consistent with industry standards. The Hospital further warrants (a) that it will use best efforts in operating and managing the Project and (b) that the Project shall be operated and managed in accordance with the terms of this Agreement.

9. Indemnification. To the fullest extent permitted by law, the Hospital shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Hospital, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

10. Insurance.

10.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Hospital, Hospital shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Hospital. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Hospital from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Hospital's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Hospital. Hospital shall

arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Hospital shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Hospital shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Hospital. Hospital shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Hospital shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Hospital's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Hospital's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Hospital's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Hospital under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

10.2 Required Insurance Coverage.

a. Commercial General Liability. Hospital shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Hospital shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Hospital's owned, hired and non-owned vehicles assigned to or used in the performance of the Hospital's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Hospital engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Hospital shall

maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Hospital, or anyone employed by the Hospital, or anyone for whose negligent acts, mistakes, errors and omissions the Hospital is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Hospital shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Hospital's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

10.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

11. Applicable Law; Venue. In the performance of this Agreement, Hospital shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

12. Termination; Cancellation.

12.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Hospital of written notice by the City. Upon termination for convenience, Hospital shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Hospital for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Hospital in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Hospital for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further

obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Hospital to any other party of the Agreement with respect to the subject matter of the Agreement.

12.5 Gratuities. The City may, by written notice to the Hospital, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Hospital or any agent or representative of the Hospital to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Hospital an amount equal to 150% of the gratuity.

13. Miscellaneous.

13.1 Independent Contractor. The Hospital acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Hospital, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Hospital, its employees or subcontractors. The Hospital, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Hospital meets the requirements of its agreed scope of work as set forth in Section 2 above. Hospital is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Hospital do not intend to nor will they combine business operations under this Agreement.

13.2 Laws and Regulations. The Hospital shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Hospital is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

13.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Hospital.

13.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

13.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not

affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

13.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Hospital is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Hospital agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment. No right or interest in this Agreement shall be assigned by Hospital without prior, written permission of the City signed by the City Manager and no delegation of any duty of Hospital shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Hospital in violation of this provision shall be a breach of this Agreement by Hospital.

13.9 Subcontracts. No subcontract shall be entered into by the Hospital with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Hospital is responsible for performance under this Agreement whether or not subcontractors are used.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Hospital from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which

shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.13 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: 623-333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to : Phoenix Children's Hospital
1919 East Thomas Road
Phoenix, Arizona 85016
Facsimile: (602) 546-0394
Attn: Robert L. Meyer, CEO/President

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, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

13.14 Confidentiality of Records. The Hospital shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or

employees, except as required to perform Hospital's duties under this Agreement. Persons requesting such information should be referred to the City. Hospital also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Hospital as needed for the performance of duties under this Agreement.

14.15 Conflicting Terms. In the event of a conflict between the Grant Application, the Hospital's response to the Grant Application and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Linda M. Farris, City Clerk

“Hospital”

PHOENIX CHILDREN'S HOSPITAL,
an Arizona non-profit corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2008,
by _____ as _____
of PHOENIX CHILDREN’S HOSPITAL, an Arizona non-profit corporation, on behalf of the
corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PHOENIX CHILDREN'S HOSPITAL

[Grant Application]

See following pages.

Contract with Phoenix Children's Hospital

SCOPE OF WORK

Start Date – upon receipt of signed contract

End Date – 09/30/2010

Contract Amount - \$39,000 per year for 3years not to exceed \$117,000 total. Contract is contingent upon receipt of funding from the Gila River Indian Community.

Payments – to be paid quarterly w/ first payment to be made w/in 30 days of contract execution. Subsequent payment to be w/in 30 days of receipt of invoice and required reporting. Invoice due dates: 04/15/08, 07/15/08, 10/15/08, 01/15/09, 04/15/09, 07/15/09, 10/15/09, 01/01/10, 04/15/10, 07/15/10, 10/15/10.

Reporting - Quarterly reporting will be due : 04/15/08, 07/15/08, 10/15/08, 01/15/09, 04/15/09, 07/15/09, 10/15/09, 01/01/10, 04/15/10, 07/15/10, 10/15/10.. Reporting template will be created by City of Avondale and will be provided to contractee no later than 03/15/08.

The City of Avondale's quarterly reporting template will not require Phoenix Children's Hospital to reveal patient Protected Health Information (the "PHI"). In the event that the City of Avondale requests access to PHI and the City of Avondale is authorized to receive the requested PHI, prior to such request, the City of Avondale shall execute Phoenix Children's Hospital's Business Associate Agreement.

Scope of Work:

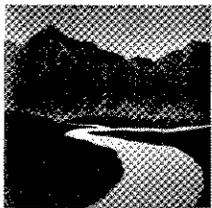
The Phoenix Children's Hospital's Teen Tot Clinic and Healthy Steps programs will provide medical and social services to eligible participants of the Avondale Young Families Program as defined in Attachment A (City of Avondale's Gila River Indian Community Grant Application: Avondale Youth Development and Young Families Program).

Phoenix Children's Hospital will participate in quarterly partnership meetings.

Phoenix Children's Hospital will comply with all required reporting and invoicing requirements.

Phoenix Children's Hospital will refer new clients, as appropriate, to the Avondale Young Families Program and assist with partnership marketing efforts. In addition, Healthy Steps Staff will work with Avondale Young Families Staff to schedule and conduct quarterly presentations on the Teen Tot Clinic and Healthy Steps Program to Young Families participants and enroll eligible participants.

Phoenix Children's Hospital Healthy Steps Staff will maintain regular contact with Avondale Young Families Staff to ensure that participants are receiving appropriate care and to ensure that services are not being duplicated.



City of
Avondale

Administration

11465 W. Civic Center Drive, Suite 220

Avondale, Arizona 85323-6806

Phone: (623) 478-3001

Fax: (623) 478-3802

Website: www.avondale.org

April 18, 2006

Cheryl Pablo
Program Administrator
Office of Special Funding
Gila River Indian Community
P.O. Box 2172
Sacaton, Arizona 85247

RE: Gila River Indian Community 2007 Youth Development & Young Families Program

Dear Ms. Pablo:

Partnering with the Gila River Indian Community over the last few years has been a wonderful experience for the City of Avondale. Previously funding grants included the Video Arraignment Program and the Mobile Eye Unit Program. The funding assistance from Gila River Indian Community has been a great benefit to our city and surrounding areas.

Today, I ask that you review and consider for funding another note worthy project. The Youth Development and Young Families Programs have been developed through the collaborative efforts of the City of Avondale's Healthy Avondale Campaign, Teen Outreach Program Services, Phoenix Children's Hospital and the Arizona Fathers and Families Coalition. By joining forces these agencies have created a comprehensive program that has a multifaceted approach to providing teens with healthy life choices that that will help facilitate proper parenting skills, prevention of pregnancies, healthy children, and empowering today's youth so that they can function in tomorrow's world.

Thank you in advance for your time and consideration. I am sure that you will find that this program has the potential to make a huge difference in the lives of youth and their families. If you should have any questions, please feel free to call me at 623.333.1000.

Sincerely,
CITY OF AVONDALE

Mayor, Marie Lopez Rogers



April 18, 2006

Cheryl Pablo
Program Administrator
Office of Special Funding
Gila River Indian Community
P.O. Box 2172
Sacaton, Arizona 85247

RE: Gila River Indian Community 2007 Youth Development & Young Families Program

Dear Ms. Pablo:

Please accept the Youth Development and Young Families Program for Gila River Indian Community grant funding consideration. As the City Manager of Avondale, I must acknowledge the teen pregnancy issues that the city faces. Teenaged pregnancy is on the rise and the effect that it has on education, fathering, financing; grand parenting and self esteem are insurmountable.

Avondale has taken an active role in the health and well being of its residents through the Healthy Avondale 2010 Campaign. The Youth Development and Young Families Programs are two of the most important components of the campaign. It has the potential to address all levels of teen pregnancy with a goal sets for prevention of future pregnancy, preservation of families, paternal involvement, and developing local partnerships. This type of comprehensive programming has proven to be the most effective means of combating the rising rates of teen pregnancy. It is for that very reason that the City of Avondale is requesting a three year grant that will yield long term results.

Please take some time to review our grant submittal for the 2007 Gila River Indian Community Grant. We hope that you will join in our venture to reduce teen pregnancy. If you have any questions regarding the application, please feel free to call Janeen Gaskins at 623.333.1025.

Sincerely,
CITY OF AVONDALE


Charles P. McClendon
City Manager

Administration

11465 W. Civic Center Drive • Avondale, AZ 85323
Phone: (623) 333-1000 • Fax: (623) 333-0100 • TDD: (623) 333-0010
www.avondale.org

Gila River Indian Community Grant Application Cover Sheet

Date of Application: April 18, 2007		
Name of City or County: City of Avondale		
Mayor or Chairman: Mayor Marie Lopez Rogers		
Mailing Address: 11465 West Civic Center Drive		
City: Avondale	State: Arizona	Zip Code: 85323
Contact Person/Title: Janeen K. Gaskins, Grants Administrator		
Mailing Address: 11465 West Civic Center Drive, Avondale, Arizona 85323		
Phone Number: 623.333.1025	Fax Number: 623.333.0100	
E-mail Address: jgaskins@avondale.org		

Program or Project Name: Avondale Youth Development and Young Families Program	
Purpose of Grant (one sentence):	
The City of Avondale Youth Development and Young Families Program is a three year, comprehensive teen pregnancy prevention and parenting program designed to deveralas teen pregnancey rates, improve pregnancy outcomes, and reduce infant mortality rates in teh Southwest Valley.	
Beginning and Ending Dates of Program or Project: 07/07/07 to 06/30/2010	
Amount Requested: \$375,000	Total Project Cost: \$619,150
Geographic Area Served: Southwest Valley of Maricopa County	

Signature:

Mayor or Chairperson:



Date: 04/18/07

Typed Name and Title: Mayor Marie Lopez Rogers,

City of Avondale's – Gila River Indian Community Grant Application
Avondale Youth Development and Young Families Program

Executive Summary:

The City of Avondale Youth Development and Young Families Program is submitting this three-year, comprehensive teen pregnancy prevention and parenting program for your review. The seamless program is designed to decrease teen pregnancy rates, improve teen pregnancy outcomes, and reduce infant mortality rates in the Southwest Valley. Program goals will be achieved through a diverse partnership that includes the City of Avondale's Youth Development Program, the City of Avondale Healthy Avondale Program, Teen Outreach Program Services (TOPS), Phoenix Children's Hospital, and the Arizona Fathers and Families Coalition. The program uses a three prong approach to teen pregnancy prevention: decreasing teen pregnancy by providing youth with alternative activities that empower them to abstain from risky behavior, decreasing teen pregnancy rates through youth development targeting at risk youth populations, and decreasing the number of second pregnancies in teens by conducting education and providing resources to teen parents. In addition, the program will improve teen pregnancy outcomes and decrease infant mortality rates in the Southwest Valley by providing pregnant teens with prenatal and post-partum health education, providing pregnant and parenting teens with individual case management, encouraging and supporting teen fathers to be involved in parenting activities, and providing teen parents with appropriate parenting and child development education.

The Avondale Youth Development and Young Families Program will provide culturally competent projects to promote healthy outcomes and youth success. Overall, the City of Avondale has put together an ambitious yet attainable work plan whereby each project partner brings their skills and expertise to the table to ensure the greatest impact in communities with the greatest health disparities. Each program component is evidence-based, modeled on best practice research and directly linked into specific risk and protective factors.

Priority Area:

Healthcare

Target Population:

The target is to reach five hundred youth residing in the Southwest Valley. The program will include extensive outreach to local high schools, Banner Good Samaritan Women's Health Clinic, the Maricopa Center for Adolescent Parents, Planned Parenthood, local health providers, the Avondale Early Headstart program, the Avondale WIC office, and others.

The Avondale Youth Development Program will focus on a diverse population of at-risk youth between the ages of 13 – 17, from a variety of ethnicities, family income levels, and either gender that reside in adjacent neighborhoods identified as having high levels of juvenile delinquency with an average daily attendance of 50 youth and a minimum of 200 registered participants.

The Avondale Young Families Program will target 125 teen mothers (ages 12-20), 125 infants and 50 teen fathers each year. A special effort will be made to recruit disparate populations, including; low income, African American, Native American, Hispanic, and un and under-insured populations.

Statement of Need:

The Maricopa County Juvenile Probation Department reports that between 1999 and 2003 the City of Avondale has seen a 52.6% increase in complaints of juvenile delinquency. In 2003 Avondale's zip code 85323 ranked in the top 20 zip codes within Maricopa County reporting the greatest number of juvenile delinquency complaints. Estimates suggest that this trend has continued and possibly increased since the release of Maricopa County Juvenile Probation's 2003 Data Book due in part to a population growth rate of 12.9%. Avondale's current population is estimated at nearly 70,000 with 34% of the population between the ages of 0-17. Estimates suggest that Avondale's population will double by 2020.

In addition to delinquency issues, the City of Avondale is also dealing with high teen pregnancy rates. According to the Arizona Department of Health Services' 2003 Avondale Community Health Profile, there were 128 births to females aged 10-19 years living in Avondale. Although this birth rate (60.0) is comparable to county and state birth rates for this age group, it is well above the national rate of 41.7.

The children of these teen moms are more likely to suffer from higher rates of low birth weight, as reflected by Avondale's LBW rate of 9.1. Even more disturbing, the Avondale rate of infant deaths under yr one of age is more than double that of Maricopa County at 12.8. In addition, the children of these teens will also have an overall poorer health status, receive inadequate parenting and healthcare, fall victim to abuse and neglect, and suffer from poor school performance. (<http://teenpregnancy.org>)

Research studies have shown that childbearing, as a teenager, is a risk factor for inadequate education and poverty. In addition, infants born to teen mothers are at higher risk for poor birth outcomes as well as long-term learning and behavior problems. A child of a teen parent is at greater risk of pre-maturity, low birth weight, dying from unintentional injury, and developmental and behavioral disorders (Beers, Chang, et al 2006). This is especially true for second or third children born to teenagers. Other research has shown that as many as 39% of low-income teenage mothers become pregnant again within one year of delivery and 50% within two years (Akinbami, et al, 2001).

Teen mothers also have lower academic achievement compared to their childless peers (Beers, Chang, et al, 2006). 85% of teen mothers in Arizona have less than an 11th grade education at the time of birth, 15% with an eighth grade education or less (ADHS, 2004). High-risk behaviors that affect outcomes include tobacco and alcohol use with 5.4% of Arizona teens admitting to smoking during their pregnancy (ADHS, 2004). The 2005 Youth Risk Behavior Survey demonstrates that 23% of Arizona high school students have used alcohol or drugs prior to having sex in the past 3 months and only 55% used condoms during their last sexual encounter.

Of particular concern are the disparities in outcomes as seen in the African American infants and the Hispanic community. The infant mortality rate for African American infants is twice as high as the population as a whole. In 2004, 12.1 per 1,000 black infants died before their first birthday while Hispanic infants had a rate of 7.7 deaths per 1,000 (increased from 6.6 in 2002). This compares to 6.7 per 1,000 for the population as a whole. According to the Perinatal Periods of Risk, Maricopa County Department of Public Health, the two highest risks for infant mortality are premature births and infant health period of risk.

To compound the issues facing teen mothers, data demonstrates that in 1999, an estimated 24.7 million children (36.3%) lived in a home without their biological father. According to a 1996 Gallup Poll, 79.1% of Americans feel that "the most significant family or social problem facing America is the physical absence of the father from the home." This number is up from 69% in 1992. Children who live without their biological fathers on average are more likely to be poor, experience educational, health, emotional and psychological problems, be victims of child abuse and engage in criminal behavior than their peers who live in two parent families.

"It's clear that most American children suffer from too much mother and too little father"

Gloria Steinem, 1969

"We have arrived at a consensus that fathers have been lost and must be found."

Ellen Goodman, syndicated columnist, 1996

While these two views are almost thirty-years apart, the critical needs of fathers in the lives of their children on a national level are still evident. The following are *impacts of fatherlessness*: 1.) Over 30,000,000 children in the U.S. do not have a father living with them and over one-third will not see their father at all in the next twelve months; 2.) 90% of all homeless and runaway children are from fatherless home; 3.) Over 71% of high school dropouts are from fatherless homes; 4.) Young children growing up without father's involvement are ten times more likely to be extremely poor; 5.) 20,000,000 children live in single parent households; 6.) 63% of youth suicides; 7.) 85% of all children that exhibit behavioral disorders; 8.) The majority of teen mothers come from homes without fathers; 9.) 70% of juveniles in state operated institutions come from fatherless homes; and 10.) 85% of all youths sitting in prisons grew up in a fatherless home. More startling, the Navajo Nation reported that about 89% of the young women clients served are unmarried and no longer with the father of their baby. Only 3% of these

fathers attend maternal/child health educational courses with the mother. (*Source Healthy Mothers Healthy Babies of Arizona*).

Project Narrative:

Youth Development:

As aforementioned, Maricopa County Juvenile Probation Department reports that between 1999 and 2003 the City of Avondale has seen a 52.6% increase in complaints of juvenile delinquency. In response to this growing need the City of Avondale has developed a Teen Youth Development Program. The program has been tasked with the goal of developing and implementing strategies to reduce behaviors that lead to gang involvement, drug and alcohol use, truancy, poor academic performance and other delinquent behavior. The program will achieve this goal by offering youth alternative activities that deter risky behaviors, and a strategic set of programs that promote: self esteem, resistance skills, education, decision making, creative expression, and service to community.

A U.S. Department of Health and Human Services study found that students who spend no time in after-school programs were 49% more likely to have used drugs, compared to those who spent one to four hours a week in such programs.

A national study of adolescent time found that when compared to adolescents who spend up to 20 hours per week in extracurricular activities, students who spend no time doing so were 57% more likely to drop out of school, 49 percent more likely to use drugs, 37% more likely to be teen parents, 35% more likely to smoke, and 27% more likely to be arrested (Center for Substance Abuse Prevention).

As a means of decreasing risky behaviors and unwanted teen pregnancies, the Avondale Youth Development program will provide youth ages 13 – 17 with a variety of free youth development programs and alcohol and drug free activities during after school hours. After-school program will be offered Monday – Friday from 3:00pm to 6:00pm, and will be facilitated by trained staffing from the Neighborhood and Family Services Department. The programs offered will be designed to enhance self-esteem, values and life skills while providing youth with positive recreational outlets that promote physical activity and a healthy lifestyle. Programs and activities will be provided in the following core areas:

Education and Careers – Programming and activities within the Education and Careers core area will focus on providing youth with valuable work readiness skills that can be applied to today's most in-demand career fields. Participants will also engage in activities that promote high school graduation, academic success and post-secondary education.

Leadership – Programming and activities within the Leadership core area will focus on service learning and civic involvement. Participants will gain

marketable leadership and project management skills while learning the value of volunteerism and civic pride.

Health and Recreation – Programming and activities in the Health and Recreation core area will promote the constructive recreational outlets that enhance physical fitness, self-esteem, positive social environments, and an overall health lifestyle. Participants will also be engaged in activities that build drug resistance and sexual abstinence skills.

Fine Arts - Programming and activities within the Fine Arts core area may include: Dance, visual art, drama, music and programs that enhance multi-cultural appreciation and promote create expression, and self esteem

Prenatal and Parenting Education:

The Avondale Young Families Program will partner with the Teen Outreach Pregnancy Services (TOPS) Program, the Phoenix Children’s Hospital, and the Arizona Fathers and Families Coalition to improve teen pregnancy outcomes, decrease infant mortality, and reduce teen pregnancy rates by providing, supporting, and promoting community services and programs essential to the health and well-being of young parents and their children. From these community services, young parents will gain the self-worth, skills, knowledge, and resources they need to make positive life decisions, decrease preventable infant deaths, and postpone additional teenage pregnancies.

The Avondale Young Families Program is based on the formula that healthy moms = healthy babies. Outcome goals and objectives will be achieved by providing individual case management and group education to pregnant teens living in the West Valley. Educational groups, consisting of a maximum of 35 participants will be recruited and initiated quarterly with sessions conducted twice a month. Minimal requirements of the program include a participant’s commitment to remain in academic study, abstain from Alcohol/Tobacco/Other Drug Use, and the completion of the project. Age requirements are under 20yrs of age. Participant must be in their first or second trimester, carrying their pregnancy to term. Program participants will be recruited from local schools, healthcare providers, WIC, DES, Early Headstart, Planned Parenthood, and through strategic marketing. The Teen Tot social worker also will engage in community outreach to local high schools, Planned Parenthood, Maricopa Center for Adolescent Parenting and other teen based organizations to encourage enrollment of the pregnant teens into the program.

Both, the Avondale Social Worker and a contracted Nurse Educator from the Teen Outreach Pregnancy Services (TOPS) will provide prenatal group health education services and family health education. Education will consist of 3 hours of healthy pregnancy education, including pregnancy nutrition, 6 hours childbirth education, including postpartum care of the mom, 2.5 hours breastfeeding education, and 1.5 hours newborn and infant care education, 6 hours family health education and 4 hours of safety and first aid education, for a total of 23 hours of direct education. The TOPS Nurse Educator would assist with all aspects of the pregnancy and childbirth education as well as provide options counseling, prenatal vitamins, and preconception care education and

support. Family health education will be conducted by the Avondale Social Worker and will cover the following topics: the impact positive lifestyle changes and choices can have on both the mother and developing baby, healthy behaviors during pregnancy, breastfeeding, goal setting, post-partum depression, bonding, healthy relationships, injury prevention, infant CPR, physical activity and nutrition education, stress management and parenting skills. In addition to providing group education the Avondale Young Families Program will offer a structured support group for pregnant and parenting teens. The support group will be social in nature and will allow pregnant and parenting teens to share experiences, advice, resources, and establish a support system for those individuals without family support.

Case management, conducted by the Avondale Young Families Program, will provide each participant with services and resources addressing each participant's personal needs through individual case management sessions with her own program facilitator/case manager. Individual case management will address concerns such as support systems, income/employment, academic goals, transportation needs, medical care, childcare and health programming enrollment, child rearing options, healthy behaviors, and avoiding a second pregnancy.

Father Involvement:

The Avondale Young Families Program will also host an educational group for fathers through a partnership with the Arizona Fathers and Families Coalition, Inc. The Arizona Fathers and Families Coalition (AZFFC) will utilize culturally appropriate practices for involving and promoting responsible fathers and building healthy relationships/marriages of fathers and mothers from Latino, Native American, African American, and Americans of European descent. AZFFC has drawn from existing local, statewide and national community networks of faith based and community-based organizations, assess their strengths and needs, and work with them to implement culturally appropriate practices, help enhance outreach effort to fathers, and help implement best practices through its forums. AZFFC will adapt the Young Men as Fathers and Fragile Families Curriculum's to meet the needs of Young Fathers from the Southwest Valley. The Fathers and Families Forums are designed to: Honor fathers, recognize the important role of the father as a parent and partner in parenting, and focus on efforts that contribute to both parents' involvement in the financial and emotional support of their children and families. Each forum will provide at least 2 hours of information and resources for fathers and mothers. Fatherhood Forums will be divided into two tracks. Throughout the course of the day, participants will have the opportunity to choose to participate in either the "Responsible Fatherhood" or the "Healthy Relationship" track. AZFFC will utilize instructors that reflect our target population, as it is important that Fatherhood Forum instructors can become role models to our participants. Instructors will be selected and trained by Arizona Fathers & Families Coalition Master Trainers and work with these trainers with the City of Avondale; many are already highly trained and experienced in delivering this content to fathers and families. When possible, sessions will have both men and women instructing to foster the positive differences between mothers and fathers for our Healthy Relationship track. The formatting of classes will be in groups, as we

have learned that peer mentoring and support out-of-sessions often contribute to long term success for healthy relationships. Many of our participants live in isolation and do not have the opportunity to share concerns with others. Finally, AZFFC members have identified existing curricula with the flexibility for adaptation which will be critical to engage persons from all backgrounds. We will be able to develop a unique blueprint of services that is founded on culturally appropriate practices from the expertise and evaluation of past healthy marriage skill building training, responsible fatherhood services and recommendations from focus groups and participant evaluation.

Forums will look like play groups or an activity night for dad and mom. These forums would last no longer than two hours for a total of twenty-eight hours with instruction to include: Parenting Skills, Conflict Resolution, Anger Management, Reading with children, specific issues for fathers of diversity (Latino, African American, Native American, etc) and should involve opportunities to play with children. If both parents are involved in these forums, the partner group will provide childcare in order to facilitate both mom and dad attending at the same time.

A vital component of our Fatherhood Forums is the AZFFC approach to include a curriculum designed to promote responsible parenthood and co-parenting skills. These sessions were designed to teach fathers how to support healthy child growth and development and form a nurturing father-child relationship, as well as participate as a co-parent with the mother of the baby whether they live together or not. The program is based on research from Kyle Pruett, Henry Biller, Michael Lamb, Mavis Hetherington, Ross Parke, and others. We have adapted these curricula for culturally appropriate services, and the Fatherhood Forums will go beyond how fathers tend to parent differently than mothers. Each session contains goals and objectives. The activities are intended to help create a supportive environment in which fathers and mothers have the opportunity to spend time with their peers and a facilitator to discuss issues and problems. The following represents the possible topics to be used for forums:

Range of Possible Topics for Fatherhood Forums			
HUMAN GROWTH & DEVELOPMENT	HEALTH ISSUES	The Needs Of Fathers	FAMILY ISSUES
Getting Off To A Good Start: A Workshop For New Fathers	Child Care	Father's Rights and Responsibilities	Improving One's Self-Image: Self Esteem, Self Development
Pregnancy – Birth	Prenatal Care	Breaking Down Barriers: Getting Involved In Your Child's Life	Assess the health of their relationships;
Toddler/Preschool	Administering First Aid	Understanding the child Support System	Relationships: What Do You Want? Getting Help From a Supportive Network
Kindergarten/Early Years	Drug Exposed Infants	Assistance Programs: What You Need to Know	Skill Building in Communication: Listening, Speaking, and Non-Verbal

			Communication, Interpersonal Communication, Learning to Listen
Pre-Adolescence Through Adolescence	Nutrition	Supporting individual rights while building healthy relationships;	Explore what kind of family they should form;
Exploring Discipline	Learn To Play, Play To Learn: Ways Fathers Can Be Involved And Have Fun	Father to Father Support/Role Models & Mentors	Parenting together when you are not living together
Building Your Child's Self Esteem	Supervision and Safety	Living Apart: Keeping Communication with Father	Father-To-Father: Helping Your Child Succeed In School (Parents United For Responsible Education) PURE
Father's Impacts on Child Development	Personal Problem Solving and Decision-Making	Health and Substance Abuse	Handling the demands of more than one child,
Talking So Your Children Will Listen: Listening So Your Children Will Talk	Balanced communication;	Time Management: Handling Stress,	Critical Think and Problem Solving
Father/Child Communication	Building Leadership Skills In Young Children: Skills Built When They Are Young Last	Abusive Relationship	Relation, Self-Assessment/ Self Study

Parenting and Child Development Education:

At the seventh month of pregnancy, staff from the Teen Tot Clinic will meet with the participants of the Young Families Program to talk about the benefits of establishing a medical home and introduce the healthcare model and child development services available through the clinic and Healthy Steps.

Upon birth of the child, the Young Families staff will notify the Healthy Steps Specialist who will visit the mother in the hospital and begin the transition process to the Teen Tot Clinic. The newborn will receive appropriate medical care in the Teen Tot Clinic and the mother will transition her medical care to the Teen Tot clinic after her six-week postpartum visit. Fathers under the age of 21 can also receive care at the Teen Tot Clinic. This healthcare model allows each family member to receive individual medical care all in the same visit. The physicians in the Teen Tot clinic are boarded in Pediatrics and Internal Medicine with expertise in adolescent healthcare. Services provided at the Teen clinic include routine adolescent healthcare, family planning services, diagnosis and

treatment of sexually transmitted infections, depression, substance use and abuse. The clinic will serve as a medical home for the infant and teen parents to age 21 providing comprehensive medical care for the entire family.

The Healthy Steps Specialist will co-visit with the physician during routine well child exams to promote education and awareness with safe sleeping practices, learning the infant's cues for hunger, over-stimulation, and provide support for breastfeeding and screen for post-partum depression. Parents will be given topic-specific handouts to reinforce the education and to share with other family members. Home visits are provided every six months to assist the family with home safety, discipline planning, and general parenting support, and formal developmental screening. Added program components include a child development information line and Reach Out and Read (ROAR), a national evidence-based program that encourages early literacy and provides families with a new age-appropriate book at each visit.

The Teen Tot Clinic Social Worker will manage ongoing coordination of care. Initially, the social worker will perform a comprehensive evaluation of each family to assess their unique needs and goals, including insuring a safe home environment, cessation of smoking, alcohol, and/or drug use, addressing employment and educational status, and identifying any resource/assistance needs. The social worker will assist families in obtaining insurance and if this is not feasible, direct them to the financial counselors at the Teen Tot Clinic for enrollment into a graduated clinic co-pay program based on income.

The Teen Tot Clinic team will meet after each office visit to determine the next steps to support family goals. As part of the Phoenix Children's Hospital/MMC Pediatric residency program, residents and medical students will participate in the care of this special population and learn how to address the unique needs of teen parents and their children.

The comprehensive and seamless prenatal and birthing education and support services provided by above mentioned partnership will directly address the risk factors associated with teen pregnancy including low birth weight and increased infant mortality related to health disparities in the African American and Hispanic populations. Teen Tot Clinic services are designed to facilitate the establishment of a medical home for the young mothers, infants and fathers, which has been shown to have a significant impact on health outcomes. Healthy Steps ensures parents gain knowledge and confidence regarding child development, parenting, early literacy and other factors, which are vital to the child's healthy development. The program identifies maternal depression, which has a significant impact on the child's health and development. Finally, the services ensure that developmental delays or concerns will be identified and addressed early in the child's life.

Goals and Objectives:

Goal 1 - Decrease the number of youth who engage in delinquent and risky behaviors.

- Reduce incidents of gang activity on campus and the surrounding neighborhood by 10%.
- Reduce incidents of drug use on campus and the surrounding neighborhood by 10%.
- Reduce number of reports of truancy by 10%.

Goal 2 – Provide and promote services that help young people develop their skills and abilities. This includes building critical thinking skills, and developing the capacity to set goals, organize resources, and take positive action.

- Provide a daily after school youth development program reaching a minimum of 200 participants annually.
- Provide youth development and recreational activities to an average of 50 youth daily.
- Post testing will demonstrate that 15% of program participants self report improved self-esteem.
- 25% increase number participants that feel they have a safe place to spend time after school.

Goal 3 - Increase the knowledge of participant teen mothers regarding the health of their baby and their own health

- At least 85% of program participants will carry to term, defined as 37 weeks of gestation or greater.
- Less than 10% of births to program participants will be considered low or very low birth weights.
- By completion of the prenatal Healthy Avondale/Working Wonders curriculum or through the Healthy Steps curriculum during well child visits, at least 80% of enrolled mothers can:
 - Explain impacts of tobacco use and substance abuse on the health of a fetus and the infant as well as the mother's health
 - Understand the benefits of breastfeeding
 - Explain Sudden Infant Death Syndrome and how to prevent it
 - Demonstrate how to correctly install and use an infant car seat
 - Explain resources available in the event of interpersonal violence

Goal 4 - Improve short and mid term health outcomes for the infant, teen mothers and teen fathers.

- At least 80% of enrolled mothers and fathers can demonstrate knowledge of developmentally appropriate infant play and healthy feeding behaviors during each office visit in the first year of life.
- 100% of enrolled teen mothers and fathers will be counseled on various effective methods of family planning by 6 weeks post partum.

- Teen parents and infants will attend at least 90% of scheduled well-child checks and Healthy Steps visits during the first 15 months of life.
- Enrolled infants will receive 90% of recommended immunizations by 18 months of age.
- 100% of enrolled infants will be screened for developmental delays during each scheduled visit and be referred for appropriate evaluation if necessary.
- At least 70% of enrolled mothers will be breastfeeding when infant is 1 month of age.
- 90% of enrolled teen parents will have no emergency room visits for non-emergent conditions.
- 100% of enrolled teen mothers will be screened for postpartum depression throughout the infant's first 6 month of life using the Edinburgh scale.
- 100% of program participants will be referred to WIC services within one month of program enrollment.

Goal 5 - Improve long-term health outcomes for the infant, teen mothers and teen fathers.

- At least 40% of enrolled teen mothers will be breastfeeding when infant is 6 months of age.
- At least 85% of enrolled teen parents and infants remain in the program for 12 months.
- At least 85% of enrolled teen mothers and fathers are enrolled in or have completed a formal education program such as GED, high school or vocational education within 6 months of enrollment.
- At least 90% of enrolled teen mothers will avoid repeat pregnancies within the first year of birth of their enrolled infant.
- Annually increase the number of fathers who actively participate in the co-parenting of their children.

Activities and Timelines:

TASK	LEAD	VERIFICATION	START DATE	END DATE
Grant awarded and contract signed	City of Avondale Community Health Liaison	Signed contract	06/15/07	7/15/07
City of Avondale signs subcontracts with Phoenix Children's Hospital, Teen Outreach Pregnancy Services, and Fathers and Families Coalition	City of Avondale Community Health Liaison	Signed subcontracts	7/15/07	08/15/07
Program staff is recruited and hired as per City policies and procedures.	City of Avondale Neighborhood and Family Services Director	Job acceptance letter signed	7/15/07	09/01/07
Partnership team meets monthly to develop detailed program plans, resolve issues, review partner expectations, propose quality improvement strategies, and other program details	City of Avondale Program Staff	Meeting minutes	07/07	06/30/10
Program staff conducts initial and on-going outreach to recruit participants in youth development programs.	City of Avondale Program Staff and Youth Development Coordinator	Signed enrollment application	08/07	06/30/10
Program staff conducts initial and on-going outreach to recruit participants in Young Families Program.	City of Avondale Program Staff and City Social Worker	Signed enrollment application	08/07	06/30/10
After school program initiated and maintained. Pre test and post testing administered.	City of Avondale Program Staff and Youth	Sign in sheets	08/07	06/30/10

TASK	LEAD	VERIFICATION	START DATE	END DATE
Individual case management initiated and maintained for each participant upon enrollment.	Development Coordinator Avondale Social Worker	Case management chart	07/07	06/30/10
Young Families Group Education initiated quarterly. Pre test and post testing administered for each group.	City of Avondale Program Staff, City Social Worker, TOPS RN	Group rosters	07/07	03/10
Father Support Group and Education initiated and maintained. Pre and post testing administered with each group.	Arizona Fathers and Family Coalition	Group rosters	07/07	03/10
City of Avondale submits reports as per schedule to Gila River Indian Community.	City of Avondale Community Health Liaison	Completed reports	09/07	06/30/10
Program staff and TOPS RN conduct initial and on-going outreach to local OB/GYN practices, high schools, non-profit organizations and other potential referral sources to inform them of the program and encourage referrals in coordination with project partners.	City of Avondale Program Staff and TOPS RN	Referrals to program	1/1/07	06/30/10
Healthy Steps Specialist enrolls teens and ensures smooth transition from partner programs into Teen Tot Clinic and Healthy Steps services. Staff administers assessments and pre-test.	Program Staff and Phoenix Children's Hospital	Enrollment forms and pre-test	10/07	06/10

Evaluation:

Each program partner has existing tools to track program success within their programs. These tools will provide feedback to the team for continuous quality improvement based on tracking results as well as a semi-annual evaluation report to provide feedback on participant process and outcome measures to date.

The Avondale Youth Development Program will use both quantitative and qualitative outcomes to measure program staff. This will be achieved by using participation counts for program use, and pre and post testing. Pre and post testing will measure such things as self esteem, confidence levels, life skills, and alcohol/tobacco/other drug use. In addition, success will be measured by a decrease in delinquency data provided by the Maricopa County Juvenile Probation Department.

For the Young Families Program the existing forms include an intake and screening survey with general contact information, health insurance status, family support system, and other information. The program also has a form to track referrals to other services such as WIC, Maricopa County Tobacco Cessation, and related services. The caseworker also keeps detailed, confidential case notes on each client. In addition, both the TOPS program and the Arizona Fathers and Families program will track program success with pre and post testing. Finally, the TOPS RN will keep patient records which will track prenatal care, weight gain, behaviors during pregnancy, delivery outcomes, and breastfeeding rates. Success will also be demonstrated with a decrease in teen pregnancy rates, infant mortality rates, and child injury rates.

The Teen Tot Clinic and Healthy Steps staff keeps detailed records of client information and services. This "report card" includes general contact information, dates of medical exams, Healthy Steps visits, social work visits or phone calls, follow up activities and action plans, immunization records, and related information. Staff also evaluates customer satisfaction with the medical care and Healthy Steps services, and feedback on the appropriateness of services provided compared to the client's needs.

Partnerships:

All three contracted project partners bring significant insight into the at-risk communities. They also bring cultural competence and work effectively with teen parents and children.

Teen Outreach Pregnancy Services (TOPS):

TOPS is a nonprofit program since 2001, proposes to provide evidence based education and supportive services to pregnant teens that are seeking alternatives to abortion, as well as educational services to parenting teens and their children. The TOPS program uses a nurse education model and curriculum especially designed for adolescent populations. The program has been proven successful in the Pima County area. The goal of TOPS is to improve pregnancy and birth outcomes for the high-risk population of pregnant teens. TOPS' multi-faceted comprehensive programs was founded to address the unique needs of pregnant and parenting teens by providing an educational and support program in a non-judgmental environment, while offering a supportive alternative to abortion.

Phoenix Children's Hospital:

The Teen Tot Clinic at Phoenix Children's is based on an extensive review of the scientific literature related to teen pregnancy and early childhood as well as best-practice research of 250 Teen Tot programs in the United States. For example, New York has two Teen Tot clinics in which 95% of participants graduated from high school and 91% of infants were fully immunized at six months of age compared to 38% of controls. (Nelson, et al, 1982)

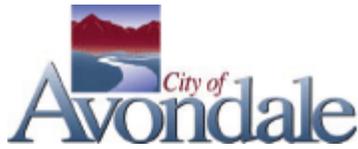
Healthy Steps is a national, evidence-based program. A multi-site, longitudinal evaluation found that Healthy Steps families were more likely to discuss concerns about family routines, discipline and language development; be highly satisfied with the care; receive timely well-child visits and vaccinations; and ensure that infants slept on their back to reduce the risk of SIDS (Minkovitz, 2003). It also utilizes American Academy of Pediatric guidelines for best practices, Bright Futures Guidelines and Brazelton Institute strategies. Research on ROAR, an early literacy component, indicates that the program has a significant effect on parental behavior, beliefs, and attitudes towards reading aloud and improves the language scores of young children receiving the intervention (www.reachoutandread.org).

Arizona Fathers and Families Coalition:

Arizona Fathers & Families Coalition, Inc. (AZFFC) an incorporated non-profit was founded in 1994 as a grassroots entity through a consortium of direct service providers, Head Start programs, tribal and local social service agencies statewide to promote the advancement of those in poverty toward family sustaining incomes, developing healthy family relationships, and increasing the positive involvement of fathers. Incorporated in 2004, AZFFC has established a National Board of Directors with directors from nine (9) states throughout the nation. Arizona Fathers & Families Coalition, Inc. aims to be the national one-stop resource for those who seek to learn about the importance of promoting fathers in the lives of their children, better mother/father relationship, and establish networking opportunities for professionals. AZFFC also seeks to increase public awareness across Arizona and the nation of the importance of healthy fathers-healthy families. We use a professional base for the purpose of ongoing training, information sharing and mutual support. Currently, we provide direct services in the City of Avondale for Teen Fathers and Mothers through this partnership. Additional programs AZFFC has provided direct services that includes the development a of a child-welfare funded program to serve at-risk children and include their fathers to foster family preservation services and a collaborative effort with Arizona Women Employment & Education for re-entry mentoring and responsible parenting services to both mothers and fathers previously incarcerated.

Sustainability:

Project will be sustained through the securing of future grants and the financial support of community sponsors. The City of Avondale currently employs a fulltime grants administrator who has the experience, expertise, and tenacity necessary for the project to continue after Gila River Indian Communities monies are exhausted.



CITY COUNCIL REPORT

SUBJECT:
Retirement Incentives Program

MEETING DATE:
May 19, 2008

TO: Mayor and Council
FROM: Charlie McClendon, City Manager (623)333-1015
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize the expenditure of up to \$375,000 to implement a retirement incentives program and authorize the City Manager to execute individual retirement agreements.

BACKGROUND:

During the Council budget work session held on April 12, 2008 staff was directed to develop a plan to provide retirement incentives in certain circumstances where a position could then be eliminated or remain vacant. The purpose of providing retirement incentives was to help generate budget savings that could be used to fund necessary increases in police patrol staffing.

Staff presented budget options to Council during the May 5th work session that allowed for the addition of police personnel for FY2008/09. Some of the funding necessary to support the additional police positions will come from positions eliminated or held vacant as a result of retirement packages, which have been negotiated with individual employees.

DISCUSSION:

Staff is seeking authorization from Council to expend the funds necessary to implement the retirement agreements and to execute the individual agreements.

One-time funds will be used to pay the retirement incentives and the resulting budget savings will be on-going. Thus the pay-back for the incentives will occur in less than one year.

BUDGETARY IMPACT:

The one-time cost of the agreements will be approximately \$375,000, which will be transferred from contingency funds in the FY2007/08 and 2008/09 budgets. The on-going savings to the City will total approximately \$423,000 per year.

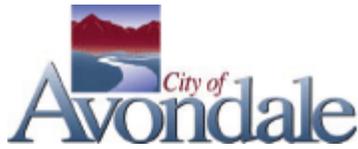
RECOMENDATION:

Staff recommends that the City Council authorize the expenditure of up to \$375,000 to implement a retirement incentives program and authorize the City Manager to execute individual retirement agreements.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Construction Contract - Standard Construction Company, Inc. - Traffic Circle - Durango Street and 113th Avenue

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Dave Fitzhugh, P.E., Interim City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a construction contract to Standard Construction Company, Inc. for the construction of a traffic circle at the intersection of Durango Street and 113th Avenue in the amount of \$269,437.99, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On February 20, 2007, the City Council approved a Professional Services Agreement with Stanley Consultants Inc. in the amount of \$69,693 to design and prepare construction documents for the traffic circle proposed at the intersection of Durango Street and 113th Avenue (see vicinity map). The traffic circle is part of a CIP Neighborhood Traffic Calming Demonstration project which addresses excessive traffic volumes and vehicle speeds on residential streets.

The proposed construction project will provide traffic calming on Durango Street and 113th Avenue in the vicinity of the intersection. Installation of the traffic circle will also enable residents of the City of Avondale to have a relevant and local example of a different type of traffic calming measure. The traffic circle will provide a valuable tool and example for residents when considering possible traffic calming that may be offered through the Neighborhood Traffic Management Program in the future.

DISCUSSION:**SCOPE OF WORK:**

The scope of work for this project will include but is not limited to:

- Paving, curb, gutter, and sidewalk
- Signing and marking
- Landscaping and sign wall
- Irrigation
- Wall and drainage improvements
- Installing a traffic calming circle in the intersection of Durango Street and 113th Avenue.
- Realigning the eastbound lane of Durango Street as well as the curb returns on the northeast and northwest corners around the traffic calming circle
- Installing drainage improvements
- Relocation of street lights and fire hydrants
- Removing and salvaging existing signs and maintenance of existing landscape and irrigation during construction

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on March 18 and March 21, 2008, and the Arizona Business Gazette on March 20, 2008. The Engineering Department held a non-mandatory pre-bid meeting on March 31, 2008. Six (6) bids were received and opened on April 24, 2008. Each bid package was reviewed and all bidders met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

BIDDER	BID AMOUNT	M/DBE
Standard Construction Company, Inc	\$269,437.99	No
Combs Construction Company Inc.	\$272,962.78	No
442 Construction	\$286,648.33	No
Down to Earth Contracting	\$298,548.15	No
Talis Construction Corporation	\$330,218.84	No
Banicki Construction, Inc.	\$404,923.88	No

See the attached Bid Tabulation Sheet for a detailed bid item breakdown of each submitted bid.

Standard, with a bid of \$269,437.99, was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Standard to be competent and qualified for this project. Standard has successfully completed similar work for other local government agencies. Staff verified with the Registrar of Contractors that no claims are on file against this contractor.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	May 20, 2008
Pre-Construction Conference	June 3, 2008
Notice-to- Proceed	June 3, 2008
Begin Construction	June 17, 2008
Completion	August 15, 2008

BUDGETARY IMPACT:

Funding for this project in the amount of \$269,438 is available in Street Fund Line Item 304-1199-00-8420 (Neighborhood Traffic Calming Structures).

RECOMENDATION:

Staff recommends that the City Council award a construction contract to Standard Construction Company, Inc. for the construction of a traffic circle at the intersection of Durango Street and 113th Avenue in the amount of \$269,437.99, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

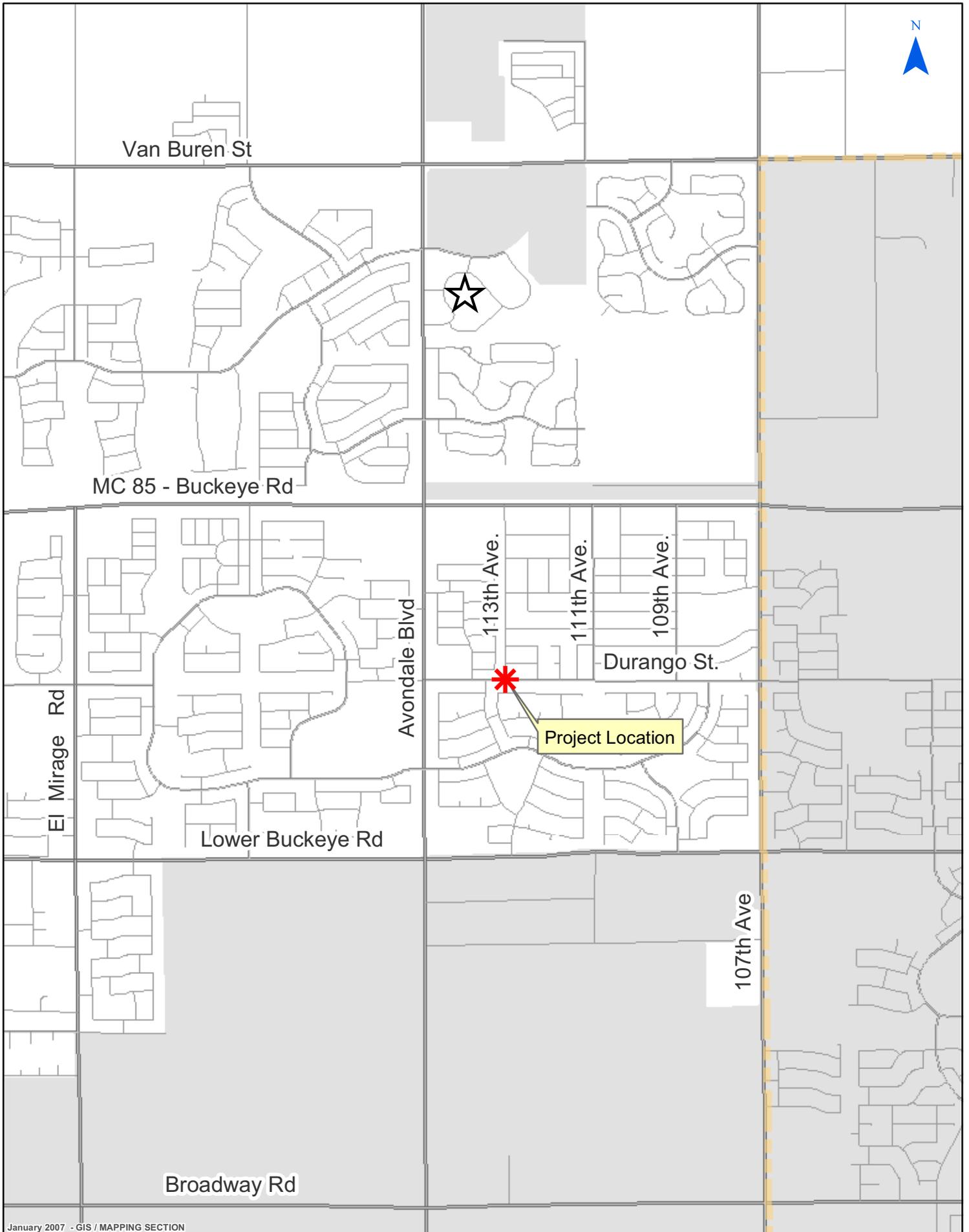
ATTACHMENTS:

Click to download

[Project Vicinity Map](#)

[Bid Tabulation Sheet](#)

VICINITY MAP



BID TABULATION
ST1199 (EN08-007) Durango Street 113th Avenue Traffic Circle Project
BID DATE: April 24, 2008

				442 Construction		Standard Construction		Banicki Construction	
				Unit	Total	Unit	Total	Unit	Total
				Qty	Unit	Price	Price	Price	Price
107-1	COMMUNICATION RELATIONS SUPPORT	1	ALLOWANCE	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
202-1	MOBILIZATION/DEMOBILIZATION	1	LS	\$ 17,708.90	\$ 17,708.90	\$ 2,100.00	\$ 2,100.00	\$ 30,000.00	\$ 30,000.00
220-1	PLAIN DUMPED RIPRAP, D50=6" (THICKNESS=12 INCHES) (4") GEOTEXTILE FIBER FABRIC	114	CY	\$ 53.26	\$ 6,071.64	\$ 42.00	\$ 4,788.00	\$ 115.00	\$ 13,110.00
301-1	SUBGRAD PREPARATION	1,599	SY	\$ 5.85	\$ 9,354.15	\$ 6.00	\$ 9,594.00	\$ 17.00	\$ 27,183.00
310-1	AGGREGATE BASE COURSE	493	TON	\$ 25.00	\$ 12,325.00	\$ 25.00	\$ 12,325.00	\$ 33.00	\$ 16,269.00
321-1	ASPHALT CONCRETE PAVEMENT, (MARSHALL 12.5MM) (4")	220	TON	\$ 101.52	\$ 22,334.40	\$ 75.00	\$ 16,500.00	\$ 113.00	\$ 24,860.00
329-1	BITUMINOUS TACK COAT	1	TON	\$ 324.00	\$ 324.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00
340-1	CURB & GUTTER PER MAG STD DET 220 TYPE A	258	LF	\$ 27.55	\$ 7,107.90	\$ 18.00	\$ 4,644.00	\$ 18.00	\$ 4,644.00
340-2	SINGLE CURB, MAG STD DET 222, TYPE B	132	LF	\$ 28.35	\$ 3,742.20	\$ 17.00	\$ 2,244.00	\$ 23.00	\$ 3,036.00
340-3	MOUNTABLE CURB AND GUTTER (DETAIL E, SHT. D3)	248	LF	\$ 21.80	\$ 5,406.40	\$ 18.00	\$ 4,464.00	\$ 19.00	\$ 4,712.00
340-4	CONCRETE TRUCK APRON (DETAIL C, SHT. D2)	698	SF	\$ 23.25	\$ 16,228.50	\$ 14.00	\$ 9,772.00	\$ 16.00	\$ 11,168.00
340-5	CONCRETE MEDIAN (SPLITTER ISLAND DETAIL B, SHT. D2)	475	SF	\$ 15.35	\$ 7,291.25	\$ 16.00	\$ 7,600.00	\$ 16.00	\$ 7,600.00
340-6	SIDEWALK RAMP, MAG STD DET 233	6	EA	\$ 526.50	\$ 3,159.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00
340-7	5' SIDEWALK PER MAG STD DET 230	1,127	SF	\$ 4.80	\$ 5,409.60	\$ 4.00	\$ 4,508.00	\$ 7.00	\$ 7,889.00
340-8	6' SIDEWALK PER MAG STD DET 230	151	SF	\$ 13.90	\$ 2,098.90	\$ 4.00	\$ 604.00	\$ 23.00	\$ 3,473.00
345-1	ADJUST MANHOLE TO GRADE, MAG STD DET 422	1	EA	\$ 280.00	\$ 280.00	\$ 400.00	\$ 400.00	\$ 700.00	\$ 700.00
345-2	ADJUST VALVE BOX AND COVER, MAG STD DET 391-1 & 391-2	1	EA	\$ 200.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 625.00	\$ 625.00
350-1	REMOVE AC PAVEMENT	1,090	SY	\$ 6.40	\$ 6,976.00	\$ 8.00	\$ 8,720.00	\$ 7.00	\$ 7,630.00
350-2	REMOVE CURB & GUTTER	282	LF	\$ 5.00	\$ 1,410.00	\$ 5.00	\$ 1,410.00	\$ 7.00	\$ 1,974.00
350-3	REMOVE SIDEWALK & PED RAMP	1,813	SF	\$ 0.85	\$ 1,541.05	\$ 2.00	\$ 3,626.00	\$ 4.00	\$ 7,252.00
350-4	REMOVE VALLEY GUTTER	698	SF	\$ 1.50	\$ 1,047.00	\$ 3.00	\$ 2,094.00	\$ 4.00	\$ 2,792.00
350-5	REMOVE AND SALVAGE SIGNS	3	EA	\$ 50.00	\$ 150.00	\$ 135.00	\$ 405.00	\$ 400.00	\$ 1,200.00
350-6	REMOVE TREE	3	EA	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 1,500.00	\$ 4,500.00
350-7	REMOVE CONCRETE MASONRY WALL	60	LF	\$ 11.00	\$ 660.00	\$ 25.00	\$ 1,500.00	\$ 12.00	\$ 720.00
350-8	RELOCATE STREET NAME SIGNS	2	EA	\$ 75.00	\$ 150.00	\$ 135.00	\$ 270.00	\$ 400.00	\$ 800.00

BID TABULATION
ST1199 (EN08-007) Durango Street 113th Avenue Traffic Circle Project
BID DATE: April 24, 2008

				442 Construction		Standard Construction		Banicki Construction	
				Unit	Total	Unit	Total	Unit	Total
				Qty	Unit	Price	Price	Price	Price
351-1	RELOCATE STREET LIGHT POLE	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 3,600.00	\$ 3,600.00	\$ 4,300.00	\$ 4,300.00
401-1	TRAFFIC CONTROL	1	LS	\$ 15,685.00	\$ 15,685.00	\$ 8,500.00	\$ 8,500.00	\$ 27,000.00	\$ 27,000.00
430-1	LANDSCAPE PLANTING	1	LS	\$ 1,239.50	\$ 1,239.50	\$ 4,800.00	\$ 4,800.00	\$ 5,800.00	\$ 5,800.00
440-1	LANDSCAPE IRRIGATION	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,600.00	\$ 6,600.00
440-3	¾ INCH WATER SERVICE	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00
460-1	OBLITERATE EXISTING STRIPING	1,524	LF	\$ 1.00	\$ 1,524.00	\$ 2.50	\$ 3,810.00	\$ 1.10	\$ 1,676.40
460-2	OBLITERATE EXISTING PAVEMENT MARKINGS	2	EA	\$ 60.00	\$ 120.00	\$ 200.00	\$ 400.00	\$ 70.00	\$ 140.00
461-1	PAINT BULL NOSE PER ADOT STD DWG M-1 (YELLOW)	4	EA	\$ 189.00	\$ 756.00	\$ 110.00	\$ 440.00	\$ 140.00	\$ 560.00
462-1	60 MM (4" EQUIVALENT WIDTH) WHITE THERMOPLASTIC TRAFFIC STRIPE	2,503	LF	\$ 1.20	\$ 3,003.60	\$ 0.70	\$ 1,752.10	\$ 1.00	\$ 2,503.00
462-2	60 MM WHITE THERMOPLASTIC (YIELD MARKER)	42	LF	\$ 15.00	\$ 630.00	\$ 5.00	\$ 210.00	\$ 18.00	\$ 756.00
462-3	60 MM (4" EQUIVALENT WIDTH) YELLOW THERMOPLASTIC TRAFFIC STRIPE	2,817	LF	\$ 1.20	\$ 3,380.40	\$ 0.70	\$ 1,971.90	\$ 1.00	\$ 2,817.00
462-4	PAVEMENT MARKING, PREFORMED, TYPE I, SYMBOL (BIKE) WHITE	4	EA	\$ 250.00	\$ 1,000.00	\$ 160.00	\$ 640.00	\$ 244.00	\$ 976.00
462-5	PAVEMENT MARKING, PREFORMED, TYPE I, SYMBOL (DIRECTION ARROW)	4	EA	\$ 270.00	\$ 1,080.00	\$ 160.00	\$ 640.00	\$ 244.00	\$ 976.00
463-1	REFLECTORIZED RAISED PAVEMENT MARKERS (TYPE "D", YELLOW TWO-SIDED)	56	EA	\$ 6.50	\$ 364.00	\$ 7.00	\$ 392.00	\$ 9.00	\$ 504.00
463-2	REFLECTORIZED RAISED PAVEMENT MARKERS (TYPE "H", YELLOW ONE-SIDED)	22	EA	\$ 6.50	\$ 143.00	\$ 7.00	\$ 154.00	\$ 9.00	\$ 198.00
465-1	SIGN POST	194	LF	\$ 7.60	\$ 1,474.40	\$ 9.00	\$ 1,746.00	\$ 11.00	\$ 2,134.00
465-2	SIGN POST FOUNDATION	14	EA	\$ 92.00	\$ 1,288.00	\$ 200.00	\$ 2,800.00	\$ 200.00	\$ 2,800.00
465-3	R1-2 SIGN, 36"X36"X36"	14	SF	\$ 38.00	\$ 532.00	\$ 16.00	\$ 224.00	\$ 21.00	\$ 294.00
465-4	R1-2(S) SIGN, 36"X18"	14	SF	\$ 20.55	\$ 287.70	\$ 12.00	\$ 168.00	\$ 21.00	\$ 294.00
465-5	R3-17 SIGN, 30"X24"	30	SF	\$ 21.60	\$ 648.00	\$ 12.00	\$ 360.00	\$ 21.00	\$ 630.00
465-6	R4-7A SIGN, 24"X30"	15	SF	\$ 21.60	\$ 324.00	\$ 12.00	\$ 180.00	\$ 21.00	\$ 315.00
465-7	R8-3A SIGN, 24"X24"	20	SF	\$ 24.00	\$ 480.00	\$ 12.00	\$ 240.00	\$ 21.00	\$ 420.00
468-8	W11-2(YG) SIGN, 30"X30"	31	SF	\$ 17.30	\$ 536.30	\$ 16.00	\$ 496.00	\$ 21.00	\$ 651.00
465-9	W13-1 SIGN, 24"X24"	12	SF	\$ 24.00	\$ 288.00	\$ 12.00	\$ 144.00	\$ 21.00	\$ 252.00
465-10	W16-7PR SIGN, 30"X18"	15	SF	\$ 19.50	\$ 292.50	\$ 16.00	\$ 240.00	\$ 21.00	\$ 315.00

BID TABULATION
ST1199 (EN08-007) Durango Street 113th Avenue Traffic Circle Project
BID DATE: April 24, 2008

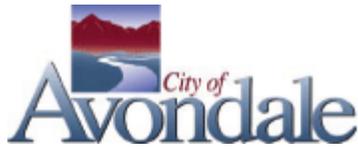
		Down to Earth Contracting		Talis Construction Corporation		Combs Construction	
		Unit	Total	Unit	Total	Unit	Total
		Price	Price	Price	Price	Price	Price
107-1	COMMUNICATION RELATIONS SUPPORT	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
202-1	MOBILIZATION/DEMOBILIZATION	\$ 1,012.00	\$ 1,012.00	\$ 1,650.00	\$ 1,650.00	\$ 25,306.00	\$ 25,306.00
220-1	PLAIN DUMPED RIPRAP, D50=6" (THICKNESS=12 INCHES) (4") GEOTEXTILE FIBER FABRIC	\$ 95.20	\$ 10,852.80	\$ 98.00	\$ 11,172.00	\$ 50.00	\$ 5,700.00
301-1	SUBGRAD PREPARATION	\$ 20.01	\$ 31,995.99	\$ 2.50	\$ 3,997.50	\$ 7.00	\$ 11,193.00
310-1	AGGREGATE BASE COURSE	\$ 32.60	\$ 16,071.80	\$ 27.50	\$ 13,557.50	\$ 24.00	\$ 11,832.00
321-1	ASPHALT CONCRETE PAVEMENT, (MARSHALL 12.5MM) (4")	\$ 118.68	\$ 26,109.60	\$ 93.00	\$ 20,460.00	\$ 67.00	\$ 14,740.00
329-1	BITUMINOUS TACK COAT	\$ 700.00	\$ 700.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00
340-1	CURB & GUTTER PER MAG STD DET 220 TYPE A	\$ 11.74	\$ 3,028.92	\$ 19.50	\$ 5,031.00	\$ 11.00	\$ 2,838.00
340-2	SINGLE CURB, MAG STD DET 222, TYPE B	\$ 11.08	\$ 1,462.56	\$ 24.25	\$ 3,201.00	\$ 17.00	\$ 2,244.00
340-3	MOUNTABLE CURB AND GUTTER (DETAIL E, SHT. D3)	\$ 12.05	\$ 2,988.40	\$ 20.00	\$ 4,960.00	\$ 11.00	\$ 2,728.00
340-4	CONCRETE TRUCK APRON (DETAIL C, SHT. D2)	\$ 11.50	\$ 8,027.00	\$ 15.00	\$ 10,470.00	\$ 9.00	\$ 6,282.00
340-5	CONCRETE MEDIAN (SPLITTER ISLAND DETAIL B, SHT. D2)	\$ 15.99	\$ 7,595.25	\$ 12.25	\$ 5,818.75	\$ 10.00	\$ 4,750.00
340-6	SIDEWALK RAMP, MAG STD DET 233	\$ 946.07	\$ 5,676.42	\$ 2,500.00	\$ 15,000.00	\$ 1,000.00	\$ 6,000.00
340-7	5' SIDEWALK PER MAG STD DET 230	\$ 4.09	\$ 4,609.43	\$ 5.50	\$ 6,198.50	\$ 3.00	\$ 3,381.00
340-8	6' SIDEWALK PER MAG STD DET 230	\$ 4.23	\$ 638.73	\$ 10.50	\$ 1,585.50	\$ 15.00	\$ 2,265.00
345-1	ADJUST MANHOLE TO GRADE, MAG STD DET 422	\$ 560.00	\$ 560.00	\$ 300.00	\$ 300.00	\$ 550.00	\$ 550.00
345-2	ADJUST VALVE BOX AND COVER, MAG STD DET 391-1 & 391-2	\$ 504.00	\$ 504.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00
350-1	REMOVE AC PAVEMENT	\$ 10.29	\$ 11,216.10	\$ 9.00	\$ 9,810.00	\$ 2.50	\$ 2,725.00
350-2	REMOVE CURB & GUTTER	\$ 4.25	\$ 1,198.50	\$ 8.00	\$ 2,256.00	\$ 4.00	\$ 1,128.00
350-3	REMOVE SIDEWALK & PED RAMP	\$ 1.39	\$ 2,520.07	\$ 2.00	\$ 3,626.00	\$ 1.25	\$ 2,266.25
350-4	REMOVE VALLEY GUTTER	\$ 1.77	\$ 1,235.46	\$ 5.00	\$ 3,490.00	\$ 1.50	\$ 1,047.00
350-5	REMOVE AND SALVAGE SIGNS	\$ 41.98	\$ 125.94	\$ 120.00	\$ 360.00	\$ 36.00	\$ 108.00
350-6	REMOVE TREE	\$ 795.67	\$ 2,387.01	\$ 880.00	\$ 2,640.00	\$ 225.00	\$ 675.00
350-7	REMOVE CONCRETE MASONRY WALL	\$ 9.99	\$ 599.40	\$ 39.00	\$ 2,340.00	\$ 5.00	\$ 300.00
350-8	RELOCATE STREET NAME SIGNS	\$ 69.00	\$ 138.00	\$ 180.00	\$ 360.00	\$ 225.00	\$ 450.00

BID TABULATION
ST1199 (EN08-007) Durango Street 113th Avenue Traffic Circle Project
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		Down to Earth Contracting		Talis Construction Corporation		Combs Construction	
		Unit	Total	Unit	Total	Unit	Total
		Price	Price	Price	Price	Price	Price
351-1	RELOCATE STREET LIGHT POLE	\$ 3,565.00	\$ 3,565.00	\$ 5,000.00	\$ 5,000.00	\$ 2,600.00	\$ 2,600.00
401-1	TRAFFIC CONTROL	\$ 10,323.26	\$ 10,323.26	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00
430-1	LANDSCAPE PLANTING	\$ 6,855.54	\$ 6,855.54	\$ 6,400.00	\$ 6,400.00	\$ 5,000.00	\$ 5,000.00
440-1	LANDSCAPE IRRIGATION	\$ 8,981.79	\$ 8,981.79	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00
440-3	¾ INCH WATER SERVICE	\$ 2,530.00	\$ 2,530.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00
460-1	OBLITERATE EXISTING STRIPING	\$ 2.76	\$ 4,206.24	\$ 2.25	\$ 3,429.00	\$ 2.00	\$ 3,048.00
460-2	OBLITERATE EXISTING PAVEMENT MARKINGS	\$ 230.00	\$ 460.00	\$ 80.00	\$ 160.00	\$ 70.00	\$ 140.00
461-1	PAINT BULL NOSE PER ADOT STD DWG M-1 (YELLOW)	\$ 138.00	\$ 552.00	\$ 120.00	\$ 480.00	\$ 105.00	\$ 420.00
462-1	60 MM (4" EQUIVALENT WIDTH) WHITE THERMOPLASTIC TRAFFIC STRIPE	\$ 1.78	\$ 4,455.34	\$ 1.00	\$ 2,503.00	\$ 0.55	\$ 1,376.65
462-2	60 MM WHITE THERMOPLASTIC (YIELD MARKER)	\$ 46.00	\$ 1,932.00	\$ 5.75	\$ 241.50	\$ 5.00	\$ 210.00
462-3	60 MM (4" EQUIVALENT WIDTH) YELLOW THERMOPLASTIC TRAFFIC STRIPE	\$ 1.78	\$ 5,014.26	\$ 0.80	\$ 2,253.60	\$ 0.54	\$ 1,521.18
462-4	PAVEMENT MARKING, PREFORMED, TYPE I, SYMBOL (BIKE) WHITE	\$ 230.00	\$ 920.00	\$ 175.00	\$ 700.00	\$ 150.00	\$ 600.00
462-5	PAVEMENT MARKING, PREFORMED, TYPE I, SYMBOL (DIRECTION ARROW)	\$ 230.00	\$ 920.00	\$ 175.00	\$ 700.00	\$ 150.00	\$ 600.00
463-1	REFLECTORIZED RAISED PAVEMENT MARKERS (TYPE "D", YELLOW TWO-SIDED)	\$ 9.20	\$ 515.20	\$ 7.00	\$ 392.00	\$ 6.00	\$ 336.00
463-2	REFLECTORIZED RAISED PAVEMENT MARKERS (TYPE "H", YELLOW ONE-SIDED)	\$ 9.20	\$ 202.40	\$ 7.00	\$ 154.00	\$ 6.00	\$ 132.00
465-1	SIGN POST	\$ 8.40	\$ 1,629.60	\$ 10.25	\$ 1,988.50	\$ 7.00	\$ 1,358.00
465-2	SIGN POST FOUNDATION	\$ 95.20	\$ 1,332.80	\$ 100.00	\$ 1,400.00	\$ 125.00	\$ 1,750.00
465-3	R1-2 SIGN, 36"X36"X36"	\$ 20.16	\$ 282.24	\$ 75.00	\$ 1,050.00	\$ 16.00	\$ 224.00
465-4	R1-2(S) SIGN, 36"X18"	\$ 20.16	\$ 282.24	\$ 75.00	\$ 1,050.00	\$ 16.00	\$ 224.00
465-5	R3-17 SIGN, 30"X24"	\$ 20.16	\$ 604.80	\$ 75.00	\$ 2,250.00	\$ 16.00	\$ 480.00
465-6	R4-7A SIGN, 24"X30"	\$ 20.16	\$ 302.40	\$ 75.00	\$ 1,125.00	\$ 16.00	\$ 240.00
465-7	R8-3A SIGN, 24"X24"	\$ 20.16	\$ 403.20	\$ 75.00	\$ 1,500.00	\$ 16.00	\$ 320.00
468-8	W11-2(YG) SIGN, 30"X30"	\$ 20.16	\$ 624.96	\$ 75.00	\$ 2,325.00	\$ 16.00	\$ 496.00
465-9	W13-1 SIGN, 24"X24"	\$ 20.16	\$ 241.92	\$ 75.00	\$ 900.00	\$ 16.00	\$ 192.00
465-10	W16-7PR SIGN, 30"X18"	\$ 20.16	\$ 302.40	\$ 75.00	\$ 1,125.00	\$ 16.00	\$ 240.00

BID TABULATION
ST1199 (EN08-007) Durango Street 113th Avenue Traffic Circle Project
BID DATE: April 24, 2008

		Down to Earth Contracting		Talis Construction Corporation		Combs Construction	
		Unit	Total	Unit	Total	Unit	Total
		Price	Price	Price	Price	Price	Price
465-11	W2-6B SIGN, 36"X36"	\$ 20.16	\$ 181.44	\$ 75.00	\$ 675.00	\$ 16.00	\$ 144.00
465-12	W2-6C SIGN, 36"X36"	\$ 20.16	\$ 181.44	\$ 75.00	\$ 675.00	\$ 16.00	\$ 144.00
465-13	W2-6D SIGN, 36"X36"	\$ 20.16	\$ 181.44	\$ 75.00	\$ 675.00	\$ 16.00	\$ 144.00
505-1	HEADWALL, MAG STD DET 501-1 & 501-2, STRAIGHT TYPE	\$ 1,208.65	\$ 1,208.65	\$ 6,000.00	\$ 6,000.00	\$ 1,600.00	\$ 1,600.00
505-2	GRATE CATCH BASIN (SPECIAL DETAIL SHEET D4-D5)	\$ 11,270.00	\$ 11,270.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00
510-1	DECORATIVE SIGN WALL (3'-0") PER LANDSCAPE PLANS	\$ 3,916.90	\$ 3,916.90	\$ 11,000.00	\$ 11,000.00	\$ 4,800.00	\$ 4,800.00
510-2	MASONRY RETAINING WALL (DETAIL A, SHEET D1)	\$ 57.78	\$ 11,787.12	\$ 98.00	\$ 19,992.00	\$ 40.00	\$ 8,160.00
520-1	SAFETY RAIL (H=3.5'), MAG STD DET 145	\$ 39.20	\$ 3,841.60	\$ 79.00	\$ 7,742.00	\$ 36.00	\$ 3,528.00
610-1	REMOVE FIRE HYDRANT	\$ 450.00	\$ 450.00	\$ 1,800.00	\$ 1,800.00	\$ 600.00	\$ 600.00
610-2	FIRE HYDRANT ASSEMBLY (WET BARREL), MAG STD DET 360 & 362	\$ 4,140.00	\$ 4,140.00	\$ 5,500.00	\$ 5,500.00	\$ 3,800.00	\$ 3,800.00
618-1	15" RGRCP (CLASS IV)	\$ 138.00	\$ 2,760.00	\$ 200.00	\$ 4,000.00	\$ 62.00	\$ 1,240.00
999-1	MISCELLANEOUS REIMBURSABLE	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
999-2	CONSTRUCTION SURVEYING	\$ 2,970.00	\$ 2,970.00	\$ 6,000.00	\$ 6,000.00	\$ 5,653.00	\$ 5,653.00
999-3	AS-BUILT PREPARATION	\$ 797.50	\$ 797.50	\$ 1,600.00	\$ 1,600.00	\$ 1,765.00	\$ 1,765.00
SUBTOTAL WITHOUT TAX			\$ 282,379.06		\$ 313,269.35		\$ 258,194.08
TAX			16,152.08		16,949.49		14,768.70
TOTAL CALCULATED BY STAFF			\$ 298,531.14		\$ 330,218.84		\$ 272,962.78
TOTAL SUBMITTED BY BIDDER			\$298,548.15		\$330,218.84		\$272,962.78
	Bid Bond Attached?		yes		yes		yes
	Contractor License Attached?		yes		yes		yes
	Is contract properly signed?		yes		yes		yes
	Business License Attached?		yes		yes		yes
	Addendum #1 attached		yes		yes		yes
	Addendum #2 attached		yes		yes		yes
	Addendum #3 attached		yes		yes		yes
	Exceptions to specifications?		no		no		no



CITY COUNCIL REPORT

SUBJECT:
Contributions Assistance Program Funding
Recommendations

MEETING DATE:
May 19, 2008

TO: Mayor and Council
FROM: Gina Montes, Neighborhood and Family Services Director (623)333-2727
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the funding recommendations made by the Council subcommittee for distribution of the proposed \$80,000 Contributions Assistance Program funding.

BACKGROUND:

The City provides grants to community agencies providing health and human services to Avondale residents through the Contributions Assistance Program. The proposed budget for fiscal year 2008-2009 authorizes up to \$80,000 toward the program. City Council appointed a review subcommittee during the February 4 meeting. A proposers meeting was held for potential applicants on February 20, 2008 with ten agency representatives attending. Final applications were due on March 11, 2008. Nineteen agencies applied for a total of \$251,695. On April 8, 2008 the Council subcommittee met and made funding recommendations listed in the attached chart.

DISCUSSION:

The staff committee met with the Council subcommittee on April 8, 2008 to review applications and make funding recommendations to the full Council. The Council subcommittee members used the following criteria for recommending funding which were approved by the full Council on February 4, 2008:

1. Applicants must provide direct services which improve the health and welfare of Avondale residents.
2. Applicants that received previous funding must be current in their reporting and have submitted timely and accurate quarterly reports.
3. Applicants must demonstrate the ability to generate revenue from other sources. Priority will be given to special projects, however, requests for operating support toward direct and measurable services will be considered. Administrative costs will not be eligible.
4. Priority will be given to services and initiatives that support and address City Council Goals.

This criteria was not weighted and was used as a guide toward consensus decision making. Funding recommendations were based on a composite of staff's technical evaluation of a project and the selection by each Council subcommittee member of the activities they believe best meet local community needs.

A total of thirteen agencies are being recommended for funding with a range of awards from \$3,000 to \$10,000. The Council subcommittee recommendations are included in the attached table.

BUDGETARY IMPACT:

The proposed budget for fiscal year 2008-2009 authorizes up to \$80,000 from the General Fund. Additionally the Phoenix Greyhound Racing Foundation has contributed \$2,000 for a total of \$82,000. If approved by City Council the subcommittee funding recommendations will become part of the FY 2008-2009 general fund budget.

RECOMENDATION:

Staff recommends that Council approve the funding recommendations of the Council subcommittee for the FY 2008-2009 Contributions Assistance Program.

ATTACHMENTS:

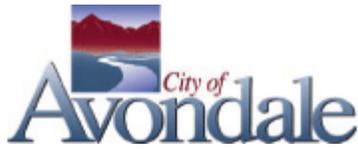
Click to download

 [Council Subcommittee Recommendations](#)

FY 2008-2009 Contributions Assistance Program Fund Distribution

	Recommended Agencies	Amount Requested	Council Recommendation	Recommended Stipulations
1	Lakin Park Project	\$ 28,000	\$ 10,000	
2	Teen Outreach Pregnancy Svcs. (TOPS)	\$ 15,000	\$ 10,000	
3	Boys & Girls Club	\$ 15,000	\$ 10,000	
4	New Life Center	\$ 10,000	\$ 8,000	
5	Civitan	\$ 7,500	\$ 7,500	
6	Junior Achievement	\$ 10,000	\$ 7,000	
7	West Valley Child Crisis Center	\$ 10,000	\$ 6,500	
8	Alzheimer's Association	\$ 10,000	\$ 5,000	
9	All Faith Community Services	\$ 5,000	\$ 5,000	Computers must be used in Avondale office.
10	Southwest Lending Closet	\$ 8,000	\$ 4,000	
11	Southwest Community Network	\$ 15,000	\$ 3,000	Funds must be used for KEYS Camp.
12	St. Mary's Food Bank	\$ 5,000	\$ 3,000	Funds must be used for Agua Fria Food Bank.
13	Teen Lifeline	\$ 5,000	\$ 3,000	
14	FACTS	\$ 80,000	0	
15	Advocated for the Disabled (AFD)	\$ 7,420	0	
16	Foundation for Senior Living (FSL)	\$ 6,775	0	
17	Casa Center	\$ 6,000	0	
18	West Valley Arts Council	\$ 5,000	0	
19	YMCA	\$ 3,000	0	

Total amount requested - all agencies: \$ 251,695
Total amount recommended for funding: \$ 82,000
 (includes \$2,000 donation from Greyhound)



CITY COUNCIL REPORT

SUBJECT:

Resolution 2737-508 authorizing an Amendment to the Intergovernmental Agreement for the NAUSP

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this report is to inform the Council of recent proposed changes to the Intergovernmental Agreement (IGA) for the New River and Agua Fria Underground Storage Project (NAUSP) and to request approval to amend the IGA to accommodate those changes.

BACKGROUND:

The NAUSP is operated by the Salt River Project (SRP) and is owned by SRP and the Cities of Avondale, Chandler, Glendale and Peoria. It is located in Glendale, just north of Bethany Home Road, in and adjacent to the New River. It has been in operation for one and a half years and has a permitted capacity of 75,000 acre-feet per year. In 2007, a total of 20,311 acre-feet of water was recharged at this site; 5,677 acre-feet of this was reclaimed water and the remainder was surface water. Although Avondale owns 10% of the facility, we have not yet recharged water at the NAUSP. Currently, Avondale is leasing its space to other owners.

DISCUSSION:

The original IGA for the NAUSP facility was signed in 2004. Parties to this agreement were SRP and the Cities of Glendale, Chandler and Avondale. Since that time, the City of Peoria has obtained ownership in the facility (a 20% storage entitlement) and the City of Chandler has decreased its storage entitlement from 30% to 22.8%. The proposed amended agreement reflects these changes. In addition, the proposed amended agreement allows SRP to charge each city an annual administrative fee of \$2,425.41 (adjusted each year for inflation/deflation), allows SRP to modify its schedule for submitting a proposed budget to the Cities, and allows SRP to increase the amount charged for indirect costs associated with the project if the NAUSP Committee, comprised of representatives from the Cities and SRP, approves such an increase.

BUDGETARY IMPACT:

The proposed amendment will increase Avondale's annual cost by \$2,425.41, notwithstanding any changes in the operating costs associated with the facility in any given year. Operating costs would be approved by the parties to the agreement upon review and discussion of the annual budget proposed by SRP pursuant to language in the existing agreement. Funding for the \$2,425.41 increase is available in the Water Resources Operating Budget (line item 501-9112-00-6275; NAUSP).

RECOMENDATION:

Staff recommends that the City Council adopt a resolution approving the amended NAUSP IGA.

ATTACHMENTS:

Click to download

 [RES - 2737-508](#)

RESOLUTION NO. 2737-508

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE NEW RIVER AND AGUA FRIA RIVER UNDERGROUND STORAGE PROJECT INTERGOVERNMENTAL AGREEMENT AMONG THE SALT RIVER VALLEY WATER USERS' ASSOCIATION, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND THE MUNICIPAL CORPORATIONS OF AVONDALE, CHANDLER AND GLENDALE.

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

SECTION 1. That Amendment No. 1 to the New River and Agua Fria River Underground Storage Project Intergovernmental Agreement among the Salt River Valley Water Users' Association, Salt River Project Agricultural Improvement and Power District and the Municipal Corporations of Avondale, Chandler and Glendale (the "Amendment") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That 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, May 19, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2737-508

[Amendment No. 1 to the Intergovernmental Agreement]

See following pages.

AMENDMENT NO. 1
TO THE NEW RIVER AND AGUA FRIA RIVER UNDERGROUND
STORAGE PROJECT INTERGOVERNMENTAL AGREEMENT
AMONG SALT RIVER VALLEY WATER USERS'
ASSOCIATION, SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT AND THE
MUNICIPAL CORPORATIONS OF AVONDALE, CHANDLER
AND GLENDALE

This Amendment No. 1 ("Amendment"), dated this 19th day of May, 2008, hereby amends the *New River and Agua Fria Underground Storage Project Intergovernmental Agreement Among Salt River Valley Water Users' Association, Salt River Project Agricultural Improvement and Power District and the Municipal Corporations of Avondale, Chandler and Glendale* ("IGA") dated August 4, 2004. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the IGA.

RECITALS:

WHEREAS, the New River and Agua Fria Underground Storage Project ("NAUSP") was authorized by this IGA and the parties have been operating this NAUSP for four years; and

WHEREAS, following approval by the NAUSP Committee, on November 16, 2005, the City of Peoria and Association executed the Agreement between the City of Peoria and the Salt River Valley Water Users' Association Regarding the Conveyance of New River and Agua Fria River Underground Storage Project Entitlement ("Conveyance Agreement"). Therefore, pursuant to the Conveyance Agreement and Section 30.7 of the IGA, on December 14, 2005, Peoria became a party to the NAUSP IGA and a Participant in the NAUSP; and

WHEREAS, the parties agree that certain terms of the IGA should be amended to authorize the NAUSP Operating Committee to approve decreases or increases in certain cost factors as needed to reflect operating experience; and

WHEREAS, the parties to this IGA agree that the annual administrative cost should be adjusted to \$2,425.41; and

WHEREAS, the parties agree that certain other terms of the IGA should be modified to clarify the terms of the IGA; and

WHEREAS, any amendment to the terms of the IGA must be in writing and be approved by all parties.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein and other good and valuable consideration, the parties do hereby agree as follows:

AGREEMENT:

1. The IGA is hereby renamed as follows: *New River and Agua Fria Underground Storage Project Intergovernmental Agreement Among Salt River Valley Water Users' Association, Salt River Project Agricultural Improvement and Power District and the Municipal Corporations of Avondale, Chandler, Peoria and Glendale*

2. Section 1 is hereby deleted in its entirety and replaced with a new Section 1 to read as follows:

“1. PARTIES:

The parties to this New River and Agua Fria River Underground Storage Project (“NAUSP”) Intergovernmental Agreement, hereinafter “Agreement” are the City of Avondale, hereinafter “Avondale”, the City of Chandler, hereinafter called “Chandler”, the City of Glendale, hereinafter called “Glendale”, and the City of Peoria, hereinafter called “Peoria”, each a municipal corporation in the State of Arizona, the Salt River Valley Water Users’ Association, hereinafter called “Association”, an Arizona corporation, and the Salt River Project Agricultural Improvement and Power District, hereinafter called “District”, an agricultural improvement district organized under the laws of the State of Arizona. Hereinafter, the parties to this Agreement may be referred to individually as a “Party” and collectively as the “Parties”.

3. Section 2.6 (line 6) is hereby amended by deleting “R1W” and replacing it with “R1E”.

4. Section 7.1 is hereby deleted in its entirety and replaced with the following:

“7.1 The Storage Entitlement for each Participant in the NAUSP is set forth in Exhibit C.”

5. Subsection 11.2.1 of the IGA is hereby modified by adding the phrase “unless otherwise approved by the Committee” in the last sentence of that subsection, and said sentence shall now read as follows:

“However, unless otherwise approved by the NAUSP Committee, in no event shall the total of such indirect costs described in this

paragraph exceed 50% of the direct labor costs, as described in Section 11.1.4.”

6. The first sentence of Section 11.8 (sub-section iii) is hereby deleted in its entirety and replaced with the following:

“(iii) a proposed budget for the remainder of the current fiscal year of the Operating Agent (currently May through April), and an estimated budget for the following fiscal year of the Operating Agent to the NAUSP Committee.”

7. Subsection 12.2.1 is hereby amended by adding the phrase “unless otherwise approved by the Committee” in the last sentence of the subsection, and said sentence shall now read as follows:

“However, unless otherwise approved by the NAUSP Committee, in no event shall the total of such costs described in this paragraph exceed 50% of the direct labor costs, as described in Section 12.1.3.”

8. Section 12.3 (line 2), “January” is hereby deleted and replaced with “March”.

9. Section 13.1 (line 3), the comma after “11.10” is hereby deleted and replaced with a closing parenthesis [“)”].

10. Section 15.8 is hereby deleted in its entirety and replaced by the following Section 15.8:

“Each Participant and lessee shall pay the Operating Agent an annual fee of \$2,425.41 for the administration and accounting related to the implementation of Sections 7 and 15 of this Agreement. The annual fee shall be billed and prorated by month (based on the month of the In-Service Date) for service provided prior to May 2007. Commencing in May 2007, the annual fee shall be adjusted and billed annually for the rate of inflation (or deflation) as measured by the U.S. Department of Commerce’s final estimate of the Implicit Price Deflator for Gross Domestic Product (Deflator). The annual adjustment will be calculated as equal to the annual percent change (calculated to the nearest one-hundredth percent) in the Deflator as of the fourth quarter of the previous year (measured from fourth quarter to fourth quarter). For purposes of the initial annual adjustment, the value of the Deflator for the fourth quarter 2005 shall be the base.”

11. Section 27.1 is hereby amended to add the following notice information for Peoria after Glendale's notice information:

“City of Peoria
c/o Office of the City Clerk
8401 West Monroe Street
Peoria, Arizona 85345
Reference: NAUSP”

12. Exhibit C is hereby deleted in its entirety and replaced by the attached revised Exhibit C (dated April 2, 2008).

13. Exhibit G is hereby deleted in its entirety and replaced by the attached revised Exhibit G (dated April 2, 2008).

14. Exhibit H is hereby deleted in its entirety and replaced by the attached revised Exhibit H (dated April 2, 2008).

15. Except as modified by this Amendment, all terms of this IGA shall remain in full force and effect.

16. This Amendment shall become effective upon execution by the Parties, and shall remain in effect throughout the term of the NAUSP IGA.

IN WITNESS WHEREOF, the parties have executed this *Amendment No. 1 to the New River and Agua Fria Underground Storage Project Intergovernmental Agreement Among Salt River Valley Water Users' Association, Salt River Project Agricultural Improvement and Power District and the Municipal Corporations of Avondale, Chandler and Glendale* as of the date first set forth above.

CITY OF AVONDALE

By: _____
Marie Lopez Rogers, Mayor

Attest and Countersign:

Linda M. Farris, City Clerk

Approved as to form and within the Power and Authority granted under the laws of the State of Arizona to the City of Avondale

Andrew J. McGuire, City Attorney

CITY OF CHANDLER

By: _____
Boyd W. Dunn, Mayor

Attest and Countersign:

City Clerk

Approved as to form and within the
Power and Authority granted under
the laws of the State of Arizona to
the City of Chandler

City Attorney

CITY OF GLENDALE

By: _____
Mayor

Attest and Countersign:

City Clerk

Approved as to form and within the
Power and Authority granted under
the laws of the State of Arizona to
the City of Glendale

City Attorney

CITY OF PEORIA

By: _____
Mayor

Attest and Countersign:

City Clerk

Approved as to form and within the
Power and Authority granted under
the laws of the State of Arizona to
the City of Peoria

City Attorney

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

By: _____
President

Attest and Countersign:

Secretary

Approved as to form and within the
Power and Authority granted under
the laws of the State of Arizona to
the Salt River Project Agricultural
Improvement and Power District

SALT RIVER VALLEY WATER
USERS' ASSOCIATION

By: _____
President

Attest and Countersign:

Secretary

Approved as to form and within the
Power and Authority granted under
the laws of the State of Arizona to
the Salt River Valley Water Users'
Association

EXHIBIT C

NEW RIVER AND AGUA FRIA RIVER UNDERGROUND STORAGE PROJECT

STORAGE ENTITLEMENTS

Participant	Storage Entitlement (Percent)
Association	27.20
Avondale	10.00
Chandler	22.80
Glendale	20.00
Peoria	20.00
TOTAL	100.00

Revision Date: April 2, 2008.

EXHIBIT G

PROCEDURE FOR ALLOCATING OPERATING COSTS TO EACH PARTICIPANT

A. Procedure for Participants Storing Water Other Than Reclaimed Water

$PTOC = [(FOC) \times (PSE)] + [(VOC/TAF) \times (PAF)]$, where

PTOC = Participant's Total Operating Cost excluding Reclaimed Water Related Operating Costs for the month

FOC = Total NAUSP Fixed Operating Costs excluding Reclaimed Water Related Operating Costs for the month

PSE = Participant's Storage Entitlement in the NAUSP

VOC = Total NAUSP Variable Operating Costs excluding Reclaimed Water Related Operating Costs for the month

TAF = Total acre feet delivered to the NAUSP for the month, excluding Reclaimed Water deliveries

PAF = Acre feet delivered to the NAUSP for the month for the Participant and its lessees, excluding Reclaimed Water deliveries

B. Procedure for Participants Storing Reclaimed Water (in addition to item A above)

$PRWTOC = (RWTOC/RWTAF) \times (RWPAF)$, where

PRWTOC = Participant's Reclaimed Water Total Operating Costs for the month

RWTOC = Reclaimed Water Total Operating Costs for the month (as determined by the NAUSP Committee)

RWTAF = Total acre feet of Reclaimed Water delivered to NAUSP for the month

RWPAF = Acre feet of Reclaimed Water delivered to NAUSP for the month for the Participant and its lessees

Revision Date: April 2, 2008.

EXHIBIT H

CSIF LEASING AND DECLARED FIRM LEASE CAPACITY REVENUE

I. CSIF LEASING REVENUE

- A. Participants who are also CSIF participants shall lease CSIF capacity in accordance with section 7.3 of the CSIF IGA. For deliveries to NAUSP, section 7.3 of the CSIF IGA allows CSIF participants to lease CSIF capacity to those entities who are (1) non-CSIF participants and (2) not participants of NAUSP.
- B. Unless otherwise directed by the NAUSP Committee, the fee(s) for leasing CSIF capacity (by component) as provided above shall be the amounts calculated pursuant to section 15.3.6 of the CSIF IGA (CSIF firm pooled capacity rates).
- C. Revenues derived from such CSIF leasing to non-participants shall be shared based on the actual amount of CSIF capacity leased (by CSIF component) by each Participant.
- D. The NAUSP Committee may direct the Operating Agent to prepare further documentation on how CSIF capacity is leased, fees calculated, and revenues shared as provided above.
- E. Nothing in the Exhibit H is intended to alter the provisions of the CSIF IGA. As such, if any provision in this exhibit is found to be inconsistent with the CSIF IGA, the CSIF IGA shall govern.

II. DECLARED FIRM LEASE CAPACITY REVENUE

Revenues derived from the leasing of Declared Firm Lease Capacity shall be apportioned to each Participant using the following formula:

$R = [(DFLC/TDFLC) \times (GREV)]$, where:

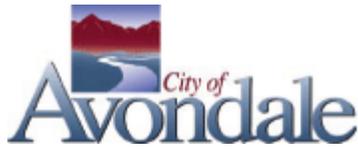
R = The Participant's revenue allocation

DFLC = The available Declared Firm Lease Capacity made available by the Participant

TDFLC = Total amount of Declared Firm Lease Capacity available

GREV = Total amount of Declared Firm Lease Capacity revenue to be apportioned to the Participants

Revision Date: April 2, 2008.



CITY COUNCIL REPORT

SUBJECT:
Resolution 2745-508 - Intergovernmental Agreement -
State of Arizona Department of Revenue

MEETING DATE:
May 19, 2008

TO: Mayor and Council
FROM: Kevin Artz, Finance & Budget Director (623)333-2011
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental agreement with the State of Arizona Department of Revenue (DOR) related to joint sales tax audits and the administration of taxes imposed by the State of Arizona and City of Avondale.

DISCUSSION:

Arizona State law provides for uniform sales tax audit functions including joint sales tax audits between the State and individual Cities (ARS 42-6001). The law further provides that the entities may enter into an agreement to provide a uniform method for administration of the taxes imposed, in order to facilitate sharing relevant information.

The City of Avondale will be responsible to provide the following information under this IGA:

- Submit notification of an annexation to DOR within 15 days
- Provide a list of all new business licenses issued in the City that may be taxable by DOR
- Provide relevant information to DOR that would assist them in audits of taxpayers
- Provide a listing of audits and results performed by the City of Avondale

DOR will be responsible to provide the following information to the City:

- Provide a list of all new business licenses issued by the State that may be taxable by Avondale
- Provide any processing list by geographical area that have been developed by DOR
- Provide relevant information to the City that would assist the City in audits of taxpayers
- Provide a listing of audits and results performed by DOR

This IGA will facilitate the City and DOR in performing sales tax audits and provides the necessary mechanism to share information that is beneficial to each party, which in turn, will help to ensure that business are properly licensed and paying the appropriate tax.

The IGA also address responsibilities related to storage and destruction of confidential records, review of multijurisdictional audits, and responsibilities for legal representation in the case of a tax appeal.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the State of Arizona.

ATTACHMENTS:

Click to download

[RES - 2745-508](#)

RESOLUTION NO. 2745-508

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AVONDALE AND THE ARIZONA DEPARTMENT OF REVENUE RELATING TO TAXPAYER JOINT AUDITS AND UNIFORM PRACTICES.

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

SECTION 1. That the intergovernmental agreement between the City of Avondale and the Arizona Department of Revenue relating to taxpayer joint audits and uniform practices (the "Agreement") is hereby adopted in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, May 19, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2745-508

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND A NON-PROGRAM CITY

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between the ARIZONA DEPARTMENT OF REVENUE, hereinafter referred to as DEPARTMENT OF REVENUE, and the CITY OF AVONDALE, hereinafter referred to as CITY OF AVONDALE. This Agreement shall supersede and replace all previous intergovernmental agreements entered into by the DEPARTMENT OF REVENUE and CITY OF AVONDALE regarding taxpayer joint audits and the uniform method of administration, collection, audit and licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State or Cities or Towns.

WHEREAS, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes two or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies, and

WHEREAS, A.R.S. § 42-6001 et seq. provides for uniform audit functions including joint audits of a taxpayer by the DEPARTMENT OF REVENUE and cities or towns where the taxpayer conducts business, and that the DEPARTMENT OF REVENUE and any city or town may enter into intergovernmental contracts or agreements to provide a uniform method of administration, collection, audit and licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy taxes imposed by the State or Cities or Towns, and

WHEREAS, the DEPARTMENT OF REVENUE and the CITY OF AVONDALE now desire to enter into such an intergovernmental agreement:

The parties agree to the following:

1. Disclosure of Information Furnished by CITY OF AVONDALE

- (a) **Statutory Authority:** The disclosure (by any means) of confidential CITY OF AVONDALE tax information is governed by Model City Tax Code section 510.
- (b) **Scope:** In accordance with Model City Tax Code section 510(h), the CITY OF AVONDALE may disclose to the DEPARTMENT OF REVENUE'S tax officials any information regarding the enforcement and collection of privilege or use taxes by the CITY OF AVONDALE. Any taxpayer information released by the CITY OF AVONDALE to the DEPARTMENT OF REVENUE may only be used for internal purposes and may not be disclosed to the public in any manner that does not comply with the Model City Tax Code or other confidentiality standards established by the CITY OF AVONDALE. The DEPARTMENT OF REVENUE hereby agrees that any release or use of confidential information contrary to the terms of this Agreement will result in the immediate suspension of any rights of the DEPARTMENT OF REVENUE to receive taxpayer information.

2. Information Furnished by CITY OF AVONDALE.

- (a) Within ten (10) days after the execution of this Agreement, the CITY OF AVONDALE shall provide the DEPARTMENT OF REVENUE with a copy of its ordinance imposing the taxes to be collected hereunder, as then amended. If information has already been provided to the DEPARTMENT OF REVENUE by the CITY OF AVONDALE, it is not necessary for the CITY OF AVONDALE to provide the same information until said ordinance is again amended.
- (b) Within fifteen (15) days following the adoption of an annexation ordinance, one copy of the ordinance and notification of the effective date of such ordinance shall be sent to the DEPARTMENT OF REVENUE.
- (c) Within the constraints outlined in section 1 above, the CITY OF AVONDALE shall provide to the DEPARTMENT OF REVENUE, on a monthly basis, a list of the business licenses that it has issued to each new taxpayer who is or may be taxable by the DEPARTMENT OF REVENUE. The list will include information such as the new taxpayers' legal business name, DBA's, physical address, mailing address, owners' first and second names, phone number for the contact person or business, NAICS codes, and identification numbers such as state TPT license number, EIN and Social Security number.
- (d) Upon request, the CITY OF AVONDALE shall provide to the DEPARTMENT OF REVENUE any data processing lists of accounts, by geographical areas, activity classification or other breakdowns for which data processing programs have been developed.
- (e) Upon request, the CITY OF AVONDALE shall provide to the DEPARTMENT OF REVENUE any information regarding development and impact fees to assist the DEPARTMENT OF REVENUE with the auditing of taxpayers and billing and collection of taxes.
- (f) Upon request by the DEPARTMENT OF REVENUE, the CITY OF AVONDALE shall allow inspections of any CITY OF AVONDALE tax audits by DEPARTMENT OF REVENUE tax officials during regular CITY OF AVONDALE business hours.
- (g) Upon request by the DEPARTMENT OF REVENUE, the CITY OF AVONDALE shall provide the DEPARTMENT OF REVENUE with a listing of all audits performed by the CITY OF AVONDALE, including the taxpayer's name, city license number, address, audit period, classification, and amount assessed, if the audits relate to a taxpayer who is or may be taxable by the DEPARTMENT OF REVENUE.

3. Disclosure of Information Furnished by DEPARTMENT OF REVENUE.

- (a) **Statutory Authority:** The disclosure (by any means) of confidential Arizona tax information is governed by A.R.S. § 42-2001 et seq. which strictly controls the accessibility and use of this information. Individuals who receive confidential tax information from the DEPARTMENT OF REVENUE are subject to the criminal penalties imposed by A.R.S. § 42-2004 if they misuse or improperly disclose this information to unauthorized individuals.
- (b) **Scope:** Pursuant to A.R.S. § 42-2003(H), the DEPARTMENT OF REVENUE may disclose to the CITY OF AVONDALE's tax officials only transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax information relating to a taxpayer who is or may be taxable by the CITY OF AVONDALE. Furthermore, any taxpayer information released by the DEPARTMENT OF REVENUE to the CITY OF AVONDALE may only be used for internal purposes and may not be disclosed to the public in any manner that does not comply with confidentiality standards established by the DEPARTMENT OF REVENUE. (See Appendix A.) The CITY OF AVONDALE hereby agrees that any release or use of confidential information contrary to the terms of this Agreement will result in the immediate suspension of any rights of the CITY OF AVONDALE to receive taxpayer information. A notice of suspension will be sent to the CITY OF AVONDALE requesting response to the allegation within 15 days and a review will occur to determine the length of the suspension. The CITY OF AVONDALE shall provide a list of the names and job titles of employees authorized to receive confidential tax information. This list shall include any independent auditors who must agree to be bound by the provisions of A.R.S. § 42-2001 et seq. The CITY OF AVONDALE shall promptly inform the DEPARTMENT OF REVENUE of any additions, deletions or changes to this list within fifteen (15) business days.

4. Information Furnished By The DEPARTMENT OF REVENUE.

- (a) Within the constraints outlined in section 3 above, the DEPARTMENT OF REVENUE shall provide to the CITY OF AVONDALE, on a monthly basis, a list of the licenses that it has issued to each new taxpayer who is or may be taxable by the CITY OF AVONDALE.
- (b) Upon request, the DEPARTMENT OF REVENUE shall provide to the CITY OF AVONDALE any data processing lists of accounts, by geographical areas, activity classification or other breakdowns for which data processing programs have been developed.
- (c) Upon request by the CITY OF AVONDALE, the DEPARTMENT OF REVENUE shall allow inspections of all information or audits relating to transaction privilege tax, use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax if the information or audits relate to taxpayers who are or may be taxable by the CITY OF AVONDALE.

Such inspections shall take place during regular DEPARTMENT OF REVENUE business hours.

- (d) In addition, the DEPARTMENT OF REVENUE shall provide the CITY OF AVONDALE with a copy of its statutes imposing the taxes to be collected hereunder, as then amended, within ten (10) days after the execution of the Agreement. If the information has been provided by the DEPARTMENT OF REVENUE, it is not necessary for the DEPARTMENT OF REVENUE to provide the same information again until said statutes are again amended.
- (e) Upon request by the CITY OF AVONDALE, the DEPARTMENT OF REVENUE shall provide the CITY OF AVONDALE with a listing of all audits performed by the DEPARTMENT OF REVENUE, including the taxpayer's name, license number, address, audit period, classification, and amount assessed, if the audits relate to a taxpayer who is or may be taxable by the CITY OF AVONDALE.

5. Storage and Destruction of Confidential Information.

The DEPARTMENT OF REVENUE has promulgated confidentiality requirements which are attached to this Agreement as Appendix A. All confidential information provided by the DEPARTMENT OF REVENUE or CITY OF AVONDALE shall be stored in accordance with these requirements so as to maintain the confidentiality of this information. Prior to discarding, the confidential information shall be destroyed in the following manner, in conformity with 26 U.S.C. § 6103(p)(4)(F) :

- (a) Confidential information furnished to the user and any material generated therefrom, such as extra copies, photo impressions, computer printouts, carbon paper, notes, stenographic notes, and work papers should be destroyed by burning, mulching, pulping, shredding, or disintegrating.
- (b) The following precautions should be observed when destroying confidential information:
 - (1) *Burning precautions*: The material is to be burned in either an incinerator that produces enough heat to burn the entire bundle or the bundle should be separated to ensure that all pages are consumed.
 - (2) *Shredding precautions*: To make reconstruction more difficult, the paper should be inserted so that lines of print are perpendicular to the cutting line and not maintain small amounts of shredded paper. The paper should be shredded to effect 5/16-inch wide or smaller strips; microfilm should be shredded to effect 1/35-inch by 3/8-inch strips. If shredding is part of the overall destruction of DEPARTMENT OF REVENUE data, strips can in effect be set at the industry standard (currently 1/2"). However, when deviating from DEPARTMENT OF REVENUE'S 5/16" requirement, DEPARTMENT OF REVENUE data, as long as it is in this condition

(i.e., strips larger than 5/16”), must be safeguarded until it reaches the stage where it is rendered unreadable.

- (3) Pulping should be accomplished so that all material is reduced to particles one inch or smaller.
- (4) Magnetic tape containing confidential information must not be made available for reuse by other offices or released for destruction without first being subjected to electromagnetic erasing. If reuse is not intended, the tape should be destroyed by cutting into lengths of 18 inches or less or by burning to effect complete incineration.
- (5) Whenever disk media leaves the physical or systemic control of the agency for maintenance, exchange, or other servicing, any confidential information on it must be destroyed by:
 - (i) Completely overwriting all data tracks a minimum of three times, using maximum current that will not damage or impair the recording equipment; or
 - (ii) Running a magnetic strip, of sufficient length to reach all areas of the disk over and under each surface a minimum of three times. If the information cannot be destroyed as suggested, the disk will be damaged in an obvious manner to prevent use in any disk drive unit and discarded.
 - (iii) Note: Hand tearing, recycling, or burying information in a landfill are unacceptable methods of disposal.

6. Multijurisdictional Audits.

Pursuant to A.R.S. § 42-6005 and Model City Tax Code section 553, the DEPARTMENT OF REVENUE and the CITY OF AVONDALE may conduct a multijurisdictional audit pursuant to a taxpayer’s request. The jurisdiction that conducts the audit will be considered the lead jurisdiction in charge of the audit. When a taxpayer requests a multijurisdictional audit, the parties agree to the following:

- (a) The DEPARTMENT OF REVENUE and CITY OF AVONDALE will use similar forms and procedures in order to expedite the multijurisdictional audit process including:
 - 1) Statute of Limitations Waiver
 - 2) Sampling Agreement
 - 3) Field Examination Agreement to Supply Additional Information.

The parties agree to secure these forms and have them executed when necessary in order to protect the interests of both parties.

- (b) The CITY OF AVONDALE and the DEPARTMENT OF REVENUE hereby delegate authority to the lead jurisdiction’s tax officials to sign the forms listed in (a) on their

behalf with a taxpayer under multijurisdictional audit. The lead jurisdiction will supply a copy of the signed agreements to each jurisdiction participating in the audit.

7. Multijurisdictional Audits: Reviewing Workpapers.

When the DEPARTMENT OF REVENUE and CITY OF AVONDALE share joint audit authority over a taxpayer, upon request, the lead jurisdiction shall allow the other jurisdictions involved in the multijurisdictional audit to inspect any workpapers or documentation collected or generated in a multijurisdictional audit during the lead jurisdiction's regular business hours.

8. Responsibility for Representation in Litigation.

The DEPARTMENT OF REVENUE and the CITY OF AVONDALE are each responsible for self-representation in any tax contest or appeal.

The DEPARTMENT OF REVENUE and the CITY OF AVONDALE agree that the lead jurisdiction in a multijurisdictional audit will cooperate in each other's defense of the audit by allowing the lead auditor to meet with their attorneys for informal interviews, providing documents and computer records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation as needed.

9. Responsibility for Administrative Review.

Upon the adoption by any city or town of the Model City Tax Code, responsibility for administrative review shall be governed by Model City Tax Code Section 570.

10. Manner of Financing.

The costs incurred by any party in administering this Agreement shall be the obligation of that party. Costs incurred by the DEPARTMENT OF REVENUE in administering this Agreement shall be financed through the State general fund appropriation to the DEPARTMENT OF REVENUE.

11. Term of Agreement and Termination.

- (a) This Agreement shall be applicable to multijurisdictional audits selected at any time through June 30th following the date of execution. This Agreement shall automatically be renewed for successive one year terms thereafter unless either party shall terminate this Agreement by notice, in writing, to the other not later than ninety (90) days prior to the expiration of the term then in effect. The notice of termination shall be mailed and served on the other party in accordance with Provision 13 of this Agreement.

- (b) If any CITY OF AVONDALE ordinance or state legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits that either party would receive under this Agreement, either party may then terminate the Agreement, by giving at least a 30-day notice to the other party. The termination will become effective immediately upon the expiration of the notice period.
- (c) The DEPARTMENT OF REVENUE, or the CITY OF AVONDALE may, within three years after its execution, cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the DEPARTMENT OF REVENUE or CITY OF AVONDALE is or becomes, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of the contract with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the Governor or the City Manager or designee of the CITY OF AVONDALE is received by other parties to this Agreement, unless the notice specifies a later time.
- (d) Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this contract upon such terms and at such time as is mutually agreeable to them.

12. Non-availability of Funds.

Every payment obligation of the DEPARTMENT OF REVENUE or CITY OF AVONDALE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the DEPARTMENT OF REVENUE or CITY OF AVONDALE at the end of the period for which funds are available. No liability shall accrue to the DEPARTMENT OF REVENUE or CITY OF AVONDALE in the event this provision is exercised, and the DEPARTMENT OF REVENUE or CITY OF AVONDALE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

13. Notice.

- (a) When any Notice to the CITY OF AVONDALE is required under the terms of this Agreement, such Notice shall be sent to the CITY OF AVONDALE by certified or registered mail at the following address, directed to the attention of:

CITY OF AVONDALE – FINANCE DEPARTMENT
ATTN: KEVIN ARTZ – DIRECTOR OF FINANCE

11465 W. CIVIC CENTER DR. SUITE 250
AVONDALE, AZ 85323-6807

- (b) When any Notice to the DEPARTMENT OF REVENUE is required under the terms of this Agreement, such Notice shall be sent by certified or registered mail to:

ARIZONA DEPARTMENT OF REVENUE
Attn: Director
1600 W. Monroe
Phoenix, AZ 85007

14. Non-discrimination.

- (a) The DEPARTMENT OF REVENUE and CITY OF AVONDALE shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The DEPARTMENT OF REVENUE and CITY OF AVONDALE shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- (b) The DEPARTMENT OF REVENUE and CITY OF AVONDALE shall also comply with all state and federal laws concerning Immigration and with Executive Order 2005-30 Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors. (See <http://www.azsos.gov/aar/2005/44/governor.pdf>)

15. Third Party Antitrust Violations.

The CITY OF AVONDALE assigns to the DEPARTMENT OF REVENUE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the CITY OF AVONDALE toward fulfillment of this Agreement.

16. Audit of Records.

The CITY OF AVONDALE shall retain all data, books, and other records (“Records”) relating to this Agreement for at least five (5) years (a) after termination of this Agreement, and (b) following each annual renewal thereof. All Records shall be subject to inspection by audit by the State at reasonable times. Upon request, the CITY OF AVONDALE shall produce the original of any or all such records. This Agreement is subject to A.R.S. § 35-215.

17. Amendments.

Any amendments to or modification of this Agreement must be executed in writing in accordance with the provisions of this Agreement.

18. Mutual Cooperation.

In the event of a disagreement between the parties with regard to the terms, provisions and requirements of this Agreement or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate in order to resolve the said disagreement or deal with the said circumstance.

19. Arbitration.

To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration.

20. Implementation.

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the DEPARTMENT OF REVENUE or his representative and the Mayor or his/her designee on behalf of the CITY OF AVONDALE.

21. Limitations.

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

22. Signature Authority.

- (a) This Agreement is entered into and is effective as of the date filed with the Secretary of State.
- (b) By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.
- (c) This Intergovernmental Agreement may be executed in counterpart.

Signature	Date	Signature	Date
Typed Name and Title		Typed Name and Title	
Entity Name		Entity Name	
Address		Address	
City	State	Zip	
RESERVED FOR THE ATTORNEY GENERAL:		RESERVED FOR CITY OF AVONDALE ATTORNEY:	
<p>Attorney General no. _____, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p>Date: _____</p> <p style="text-align: center;">TERRY GODDARD The Attorney General</p> <p style="text-align: center;">_____ Signature Assistant Attorney General</p>		<p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: ANDREW MCGUIRE CITY OF AVONDALE ATTORNEY</p> <p>Date: _____</p>	
		RESERVED FOR SECRETARY OF STATE:	

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

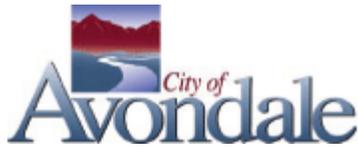
General

- 1.1 All state tax returns are confidential. All information related to the filing, processing, examining, or auditing of a state tax return is confidential. The Arizona Revised Statutes, Title 42, Sections 2001 through 2004 are the laws governing confidentiality.
- 1.2 Data reported on license applications for transaction privilege tax, luxury tax, use tax, and withholding tax is confidential.
- 1.3 Confidential information shall not be disclosed if the Arizona Department of Revenue determines that disclosure would seriously impair any civil or criminal tax investigation. Confidential information shall not be disclosed if the disclosure is contrary to the United States Internal Revenue Code.
- 1.4 Confidential information may be used for legitimate tax administration activities only. Tax administration includes the following:
 - a. Assessment activities
 - b. Collection activities
 - c. Enforcement activities
 - d. Computer processing
 - e. Computer storage
 - f. Statistical gathering functions
 - g. Policy making functions
 - h. Management of all of the above
- 1.5 Only the Arizona Department of Revenue may respond to a request for information concerning the Department's confidential information. Refer any request for Department of Revenue information to the Department's Disclosure Officer.
- 1.6 All Department of Revenue materials, including paper, tape, microfilm, and microfiche, must be secured for confidentiality. Place all Department of Revenue materials in a locked drawer or cabinet when you leave the work area. Keep these materials away from the eye of the public. This includes cleaning people and security guards.
- 1.7 Statistical information derived from confidential information may be disclosed if it does not reveal confidential facts attributable to any one taxpayer. On a statewide basis, no statistical information may be released that contains information from fewer than three taxpayers in a grouping. For an area that is less than state level (county or city), data from at least ten taxpayers must be in a grouping.

- 1.9 All confidential materials must be returned to the Department of Revenue or shredded when no longer needed. Do not place confidential materials in the garbage or recycle bins.

Precautionary Notes

- 2.1 A third party can easily view confidential information on the screen of a computer terminal visible to the public. Terminals should be placed in such a manner that prohibits public viewing.
- 2.2 Employees assisting the public must ensure that information concerning other taxpayers is not visible to the taxpayer they are assisting. For example, if there is a stack of returns on your desk that you were working on prior to assisting someone, cover the top return with a blank sheet of paper while the taxpayer is sitting by your desk. Always secure information when the area is unsupervised.
- 2.3 Do not leave confidential printouts in public areas such as hallways. When transporting confidential materials you should make sure to cover the materials so that wandering eyes cannot see the information.
- 2.4 Do not discuss confidential information in elevators, restrooms, the cafeteria, or other public areas. Do not discuss confidential information with family members.



CITY COUNCIL REPORT

SUBJECT:

Resolution authorizing the submittal of an applicaiton for
Transportation Enhancement Funds Round 16 – Agua
Fria Underpass

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the submittal of an application for Transportation Enhancement Funds for the Agua Fria Underpass Crossing in the amount of \$500,000.

BACKGROUND:

On October 30, 2006, the City of Avondale received a Design Assistance Grant for \$75,000 to provide the design for an alternative pedestrian crossing that would avoid the usage of McDowell Road. The consulting firm provided the city with three options. The preferred alternative suggested an underpass that would connect Friendship Park and the Future Environmental Park along the Agua Fria Levee.

DISCUSSION:

The City of Avondale would like to submit a grant application for Transportation Enhancement Funds that will provide for the construction of the above mentioned preferred design. This project falls in line with the City Council's 2007-2008 Goals for providing opportunities for alterative modes of transportation, including walking and biking. This project would provide an alternative transportation pathway that would link recreation, and commercial/industrial sites. This new type of corridor encourages the avid sportsman and the working poor to utilize alternative modes of transportation to reach their destinations. This project is appealing because it is safe and supports connections to places of work and to recreational parks. It will also provide a link to various commercial/industrial sites such as Wal-Mart, medical offices, commercial centers and schools. The project will include the following elements:

- A 12-15 foot pathway that is 400 feet long and has an 8 foot clearance;
- Handrails with an artistic element;
- LED lighting to provide for safety;
- Trash receptacles;
- Art work along the internal wall;
- An information Kiosk; and,
- A resting node with benches.

BUDGETARY IMPACT:

The estimated cost of the project is \$500,000 and the City match requirement is 5.7%. The City of Avondale will provide the match from the Park Trails Budget. The matching amount would be \$28,500. If awarded the project would take three years to complete. The Parks Division will include the park in their maintenance schedule.

RECOMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submittal of an application for Transportation Enhancement Funds for the Agua Fria Underpass Crossing in the amount of \$500,000.

ATTACHMENTS:

Click to download

 [RES - 2744-508](#)

RESOLUTION NO. 2744-508

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE MARICOPA ASSOCIATION OF GOVERNMENTS RELATING TO FREEWAY UNDERPASS CROSSING CONSTRUCTION.

WHEREAS, the Arizona Transportation Enhancement Program (“ATEP”), sponsored by the Arizona Department of Transportation and in connection with the Maricopa Association of Governments, is seeking proposals from state and local agencies for projects relating to all aspects of transportation enhancement; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to submit a project to be considered by ATEP for funding in the form of a reimbursable grant; and

WHEREAS, the ATEP procedures require that the City Council certify, by resolution, (i) its approval of submission of a revised application for grant funds in support of the City of Avondale Agua Fria Underpass Crossing Project (the “Project”) from ATEP (the “Application”), (ii) the availability of matching funds, including any overmatch that may be required, (iii) commitment that the Project will be ready for advertisement within three years, (iv) a commitment to pay for all cost overruns related to the Project and (v) a commitment to reimburse the Arizona Department of Transportation/Federal Highway Administration for all federal fund used in the event the Project is canceled.

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

SECTION 1. That the City Council (i) hereby approves the submission of the Application to be considered by ATEP for funding in the form of a reimbursable grant and (ii) has identified available matching funds totaling 5.7% of the total grant amount and any overmatch required, (iii) commits to assuring that the Project will be ready for advertisement within three years, (iv) authorizes payment for any cost overruns associated with the Project and (v) agrees to reimburse the Arizona Department of Transportation/Federal Highway Administration for all federal fund used in the event the Project is canceled by the City of Avondale.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application 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, May 19, 2008.

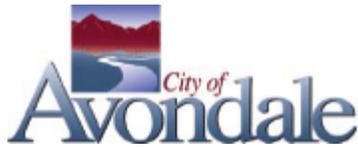
Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1307-508 - Granting a Power Distribution Easement to SRP for Well Del Rio Ranch Reservoir and Booster Pump Station

MEETING DATE:

May 19, 2008

TO: Mayor and Council
FROM: Steve Ruppenthal
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance granting Salt River Project Agricultural Improvement and Power District (SRP) a Power Distribution Easement over a portion of the City's Del Rio Ranch Reservoir and Booster Pump Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

City Council authorized a Construction Manager at Risk contract with Felix Construction on May 15, 2006 to initiate pre-construction services, and subsequent agreements, to begin construction on the Del Rio Ranch Reservoir and Booster Pump Station, which is generally located on the northwest corner of Whyman and 117th Ave.

Construction on the well site is expected to be substantially complete by May 2, 2008 with final completion schedule for June 2, 2008.

DISCUSSION:

To provide electric service to these facilities, SRP requires that the City grant 248.01 feet by 8 feet rectangular easement (Exhibit "A" of Power Distribution Easement) within the boundaries of the booster facility. The easement will allow SRP to construct, install and maintain the underground electric lines/conduit and transformers necessary to operate the new equipment within the well site.

BUDGETARY IMPACT:

Granting of this easement will have no budgetary impact.

RECOMENDATION:

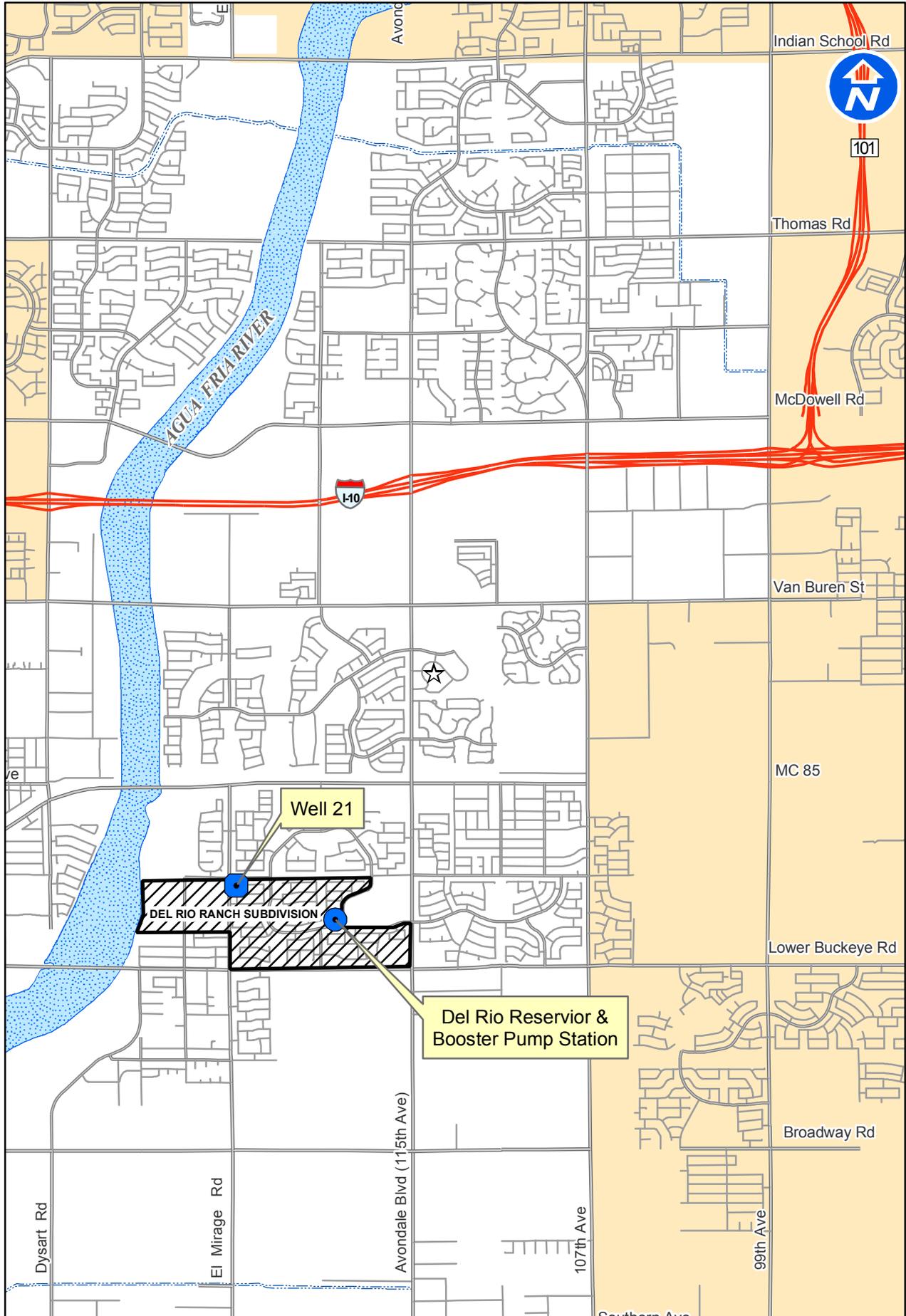
Staff recommends that the City Council adopt an ordinance granting Salt River Project Agricultural Improvement and Power District (SRP) a Power Distribution Easement over a portion of the City's Del Rio Ranch Reservoir and Booster Pump Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [☐ Vicinity Map](#)
- [☐ ORD - 1307-508](#)

VICINITY MAP



July 2006 - GIS / MAPPING SECTION

CITY OF AVONDALE Del Rio Reservoir & Booster Pump Station

ORDINANCE NO. 1307-508

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

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

SECTION 1. That a power distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District through, over, under and across \pm 0.049 acres of real property, generally located north of Whyman Avenue, west of 117th Avenue, in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, May 19, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1307-508

[Salt River Project Irrigation Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 500-32-384
SE 1/4, Sec. 13, T1N, R1W

R/W # 1689 Agt. AA

Job # KJB-80009

W WOM C RAM

**CITY OF AVONDALE,
a municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

Tract F, DEL RIO RANCH UNIT 2, according to Book 827 of Maps, Page 21, records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "Centerline of 8' Easement" as delineated on Exhibit "A" (DEL RIO RANCH RES & BOOSTER/SRP Job No. KJB-80009), said easement to include the equipment pad(s) as shown on said Exhibit "A", attached hereto and by this reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

EXHIBIT "A"

BASIS OF BEARING:
MCR 827-21. MONUMENT
LINE OF 117TH AVENUE.



FND. BC
FLUSH

TRACT "D"
MCR 827-21

S 89° 47' 45" E
450.75' (R)

N 78° 18' 59" E
127.57' (R)

N 00° 01' 31" W
24.62' (R)

8' PUE

29

N 11° 42' 52" W
196.57' (R)

TRACT "F"
MCR 827-21

APN 500-32-384
DOC. 2006-0444939

344.34' (R)

117TH AVENUE

S 00° 12' 15" W
490.19' (R)

N 78° 17' 08" E
129.91' (R)

28

N 11° 42' 52" W
129.91' (R)

8' PUE

SEE SHEET 2
FOR DETAIL

C1

40'

N 89° 47' 45" W
385.80' (R)

40'

N 89° 47' 45" W
445.80' (R)

WHYMAN AVENUE

FND. BC
FLUSH

FND. BC
FLUSH

LEGEND

NOTE: SYMBOLS MAY NOT BE TO DRAWING
SCALE, SO AS TO BETTER ENHANCE
GRAPHICAL REPRESENTATION

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EQUIPMENT PAD -
UNLESS OTHERWISE NOTED
ARE PART OF THE EASEMENT

CAUTION

THE EASEMENT LOCATION AS HEREON
DELINEATED MAY CONTAIN HIGH VOLTAGE
ELECTRICAL EQUIPMENT, NOTICE IS
HEREBY GIVEN THAT THE LOCATION OF
UNDERGROUND ELECTRICAL CONDUCTORS
OR FACILITIES MUST BE VERIFIED AS
REQUIRED BY ARIZONA REVISED STATUTES,
SECTION 40-380.21, ET. SEQ., ARIZONA
BLUE STAKE LAW, PRIOR TO ANY
EXCAVATION.

NOTE: THIS EXHIBIT IS INTENDED
TO ACCOMPANY AN EASEMENT,
IT IS NOT A SURVEY AND SHOULD
NOT BE CONSTRUED AS SUCH.

EQUIPMENT PAD(S) ARE A PART OF
THE EASEMENT UNLESS OTHERWISE
NOTED.

SRP JOB NO. KJB-80009

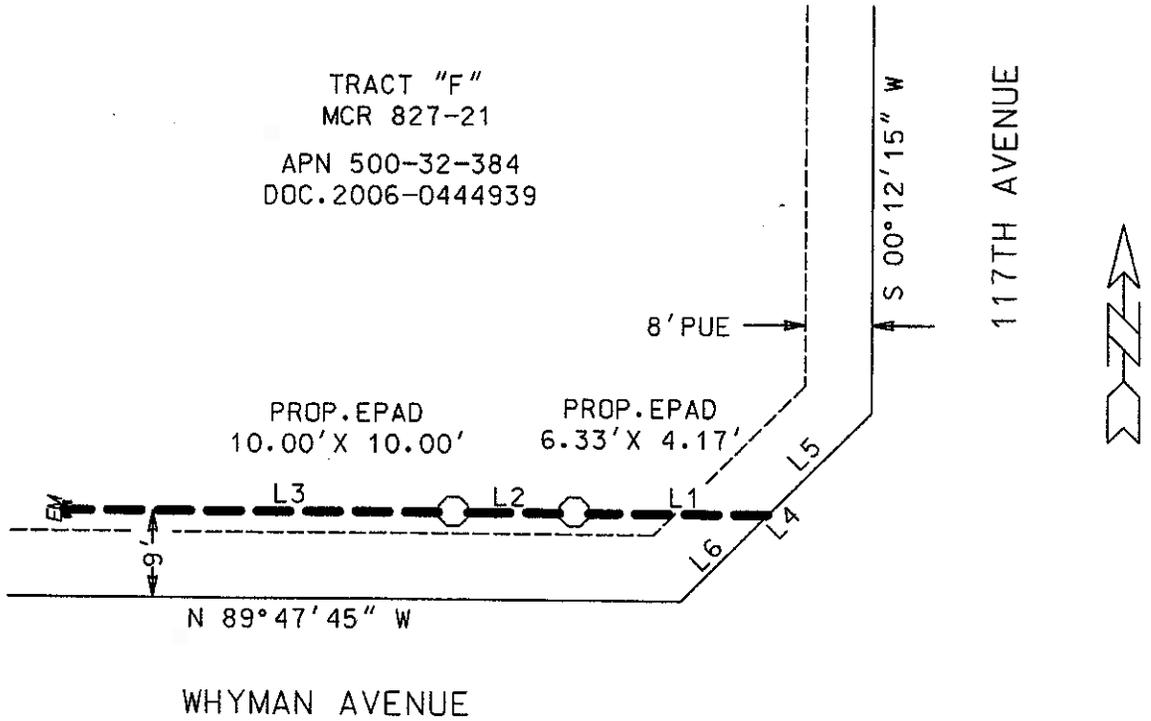
SALT RIVER PROJECT A.I.
& POWER DISTRICT

DEL RIO RANCH RES & BOOSTER
SE 1/4. SEC. 13, T. 1 N., R. 1 W.
MARICOPA COUNTY, ARIZONA
UNDERGROUND ELECTRIC
POWER LINE RIGHT-OF-WAY

DESIGNED <u>BANUELOS</u>	AGENT	AADVISORS
DRAWN <u>McDANIEL</u>	APPROVED:	<u>CLG</u>
DATE <u>03-28-08</u>	APPROVED:	
SCALE <u>N.T.S.</u>	SHEET	<u>1</u> OF <u>2</u>

EXHIBIT "A"

TRACT "F"
MCR 827-21
APN 500-32-384
DOC. 2006-0444939



NUMBER	DIRECTION	DISTANCE
L1	N 89° 47' 45" W	41.05'
L2	N 89° 47' 45" W	10.00'
L3	N 89° 47' 45" W	197.96'
L4	S 45° 12' 15" W	28.28'
L5	S 45° 12' 15" W	15.56'
L6	S 45° 12' 15" W	12.73'

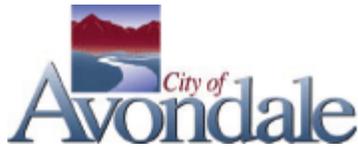
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	09° 25' 20"	740.00	121.69

SRP JOB NO. KJB-80009

SALT RIVER PROJECT A. I.
& POWER DISTRICT

DEL RIO RANCH RES & BOOSTER
SE 1/4. SEC. 13, T.1 N., R.1 W.
MARICOPA COUNTY, ARIZONA
UNDERGROUND ELECTRIC
POWER LINE RIGHT-OF-WAY

DESIGNED BANUELOS AGENT AADVISORS
DRAWN McDANIEL APPROVED: CB
DATE 03-28-08 APPROVED:
SCALE N.T.S. SHEET 2 OF 2



CITY COUNCIL REPORT

SUBJECT:
Ordinance 1310-508 - Amending the City Charter

MEETING DATE:
May 19, 2008

TO: Mayor and Council
FROM: Rogene Hill
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council will consider Ordinance No. 1310-508 amending the City Charter Article II, Sections 3 and 4, Article VII, Sections 2 and 6 and Article XII, Section 2 and referring such amendments to the voters on September 2, 2008.

BACKGROUND:

The Avondale City Charter Article II Sections 3 and 4 describes the term of office for the Mayor and Council. The proposed amendment will exclude the time an individual serves as a partial term appointee to fill a vacancy in the office of Mayor or Council Member from being counted for the purposes of the term limits set forth. Therefore, only the time spent as an electee to a full term will be counted toward the term limit for Mayor and or Council member.

Article VII Section 2 is revised for clarity and Section 6 removes the requirement to read by number and title all ordinances into the record. The language of Article XII Section 2 corrects a scribner's error and makes the language consist with City procedures.

DISCUSSION:

The current Charter language with respect to term limits prevents an individual from serving a second term if that individual served a partial term appointment as either Mayor or Council member.

The other revisions are for clarity and consistency. This ordinance refers these changes to the voters for the September 2, 2008 Special Election.

BUDGETARY IMPACT:

None

RECOMENDATION:

Staff recommends adoption of Ordinance No 1310-508 amending the City Charter Article II, Sections 3 and 4, Article VII, Sections 2 and 6 and Article XII, Section 2 and referring such amendments to the voters on September 2, 2008.

ATTACHMENTS:

Click to download

 [ORD - 1310-508](#)

ORDINANCE NO. 1310-508

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CHARTER AND REFERRING SUCH AMENDMENTS TO THE QUALIFIED ELECTORS OF THE CITY OF AVONDALE FOR CONSIDERATION AT THE SPECIAL ELECTION TO BE HELD SEPTEMBER 2, 2008.

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

SECTION 1. That Article II, Sections 3 and 4 of the Avondale City Charter are hereby amended to read as follows:

Section 3 Term of Mayor; Election in 1961.

The term of office of mayor shall commence on the first business day in January following his election, and shall be for four (4) years or until his successor is elected and qualified. The first election for mayor shall be held at the primary and general elections in 1961, as provided in this charter. No person shall be eligible to hold the office of mayor for more than eight (8) years in any twelve (12) year period, EXCEPT THAT A PARTIAL TERM. ~~The remainder of the term of the mayor in office at the time this provision takes effect~~ TO WHICH A PERSON IS APPOINTED TO FILL A VACANCY IN THE OFFICE OF MAYOR PRECEDING SUCH PERSON'S ELECTION TO THE OFFICE OF MAYOR shall not be counted for the purposes of the term limits set forth herein.

Section 4 Terms of councilmen; election in 1961; designation of long-term and short-term councilmen.

The terms of office of councilmen shall commence on the first business day in January following their election, and, except as otherwise herein provided, shall be for four (4) years or until their successors are elected and qualified. At the primary and general elections to be held in 1961, as provided in this charter, six (6) councilmen shall be elected. The councilmen so elected shall be divided into long-term and short-term councilmen. The three (3) receiving the highest number of votes shall fill said offices for the long terms and the other three (3) shall fill said office for the short terms. The long-term councilmen shall serve full four-year terms or until their successors are elected and qualified. Thereafter, in each odd numbered year, three (3) councilmen shall be elected and shall serve four (4) year terms. No person shall be eligible to hold the office of councilman for more than eight (8) years in any twelve (12) year period, EXCEPT THAT A PARTIAL TERM. ~~The remainder of the term of the mayor in office at the~~

~~time this provision takes effect~~ TO WHICH A PERSON IS APPOINTED TO FILL A VACANCY IN THE OFFICE OF COUNCILMAN PRECEDING SUCH PERSON'S ELECTION TO THE OFFICE OF COUNCILMAN shall not be counted for the purposes of the term limits set forth herein.

SECTION 2. That Article VII, Sections 2 and 6 of the Avondale City Charter are hereby amended to read as follows:

Section 2 Roll call vote required.

A roll call OR VOICE vote shall be taken as final action on A MOTION RELATING TO AN ordinance. ~~Motions not affecting the passage~~ or amendment of an ordinance or A motions for action on a resolution ~~may be acted upon by ayes and nays.~~ However, any council member may request that any vote of the council be by roll call by so indicating after the question has been called. All votes shall be recorded in the meeting minutes.

Section 6 Reading and passage of ordinances and resolution; effective date.

All proposed ordinances and resolutions shall be subject to the following requirements for passage at any meeting of the council:

- (1) Copies of a proposed ordinance or resolution shall be delivered to the mayor and council, or left at their usual place of abode, at least forty-eight (48) hours prior to the meeting.
- (2) By request of the mayor or any member of the council, a full reading of the proposed ordinance or resolution shall be ordered, ~~otherwise such ordinance or resolution heretofore mentioned shall be read by number and title only. The measure may be passed and adopted at any time after such reading.~~
- (3) If the council so directs, copies of titles of proposed ordinances or resolutions shall be posted at the city hall forty-eight (48) hours before the hour the city council convenes to act upon the ordinance or resolution. During the said forty-eight hour period, copies of the entire proposed ordinance or resolution shall be made available for the inspection by the public at any time during the city's regular business hours.
- (4) In the event that an amendment of substantive matter is proposed such ordinance or resolution containing such proposed amendment shall not be adopted without following the provision set forth in subparagraph (3) of section 6 of article VII of this charter. For the purpose of this subsection, the term "amendment of substantive matter" means and amendment which, either by addition, alteration, or deletion, alters the sense, meaning or effect of the proposed ordinance, but shall not be deemed to include the changing of capitalization for the purpose of uniformity or the correction of manifest clerical typographical or format errors.
- ~~(5-4)~~ Measures, other than emergency measures shall take effect and become operative thirty (30) days after the date of their passage.

SECTION 3. That Article XII, Section 2 of the Avondale City Charter is hereby amended to read as follows:

Section 2 Establishment of municipally owned and operated utilities.

The city shall have power to own and operate any public utility, to construct and install all facilities that are reasonably needed, and to lease or purchase any existing utility properties used or useful to public service. The city may also furnish service to adjacent and ~~nearly~~ NEARBY territories which may be conveniently and economically served by the municipally owned and operated utility, subject to the limitations of the provisions of the general laws of this state. The council may provide ~~by ordinance~~ for the establishment of such utility and provide for its regulation and control and the fixing of rates to be charged. The council may ~~by ordinance~~ provide for the extension, enlargement or improvement of existing utility, and provide reasonable reserves for such purpose.

SECTION 4. That this Ordinance shall be submitted to the qualified electors of the City of Avondale at the Special Election to be held on September 2, 2008, and the individual provisions set forth in Sections 1, 2 and 3 herein shall be effective only upon approval of the majority of qualified electors voting at such election.

SECTION 5. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, May 19, 2008.

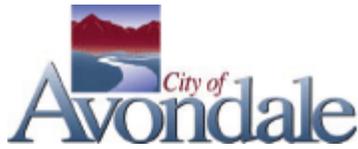
Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2743-508 - Supporting the submission of a grant proposal - Ak-Chin Indian Community for the Taking Back Neighborhoods

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Janeen Gaskins

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To request that City Council adopt a Resolution supporting the submittal of a grant proposal to the Ak-Chin Indian Community for funds to support the Taking Back Neighborhoods Program.

BACKGROUND:

The passage of Proposition 202 by the voters of Arizona in November 2002 allowed for new gaming compacts between the State and the 15 Arizona tribes to be negotiated. An important provision of Proposition 202 was the sharing of gaming revenues with the State. Proposition 202 allows an Indian tribe to retain and distribute twelve percent (12%) of its total annual contribution of gaming revenues for "Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development".

The Ak-Chin Indian Community's policy is to limit the distribution of their revenues to nearby cities, towns and counties, including the City of Avondale. Ak Chin Indian Community has identified several areas of priority funding including public safety, transportation facilities, healthcare services, economic development and education. It is also the Ak-Chin Indian Community policy that Councils of cities requesting funds submit a resolution of support for the grant proposal.

DISCUSSION:

The Neighborhood and Family Services Department and the Police Department have joined forces and developed an innovative program for "Taking Back Neighborhoods". The program would provide up to \$30,000 to police officers toward the purchase of an existing home in Avondale. Up to \$20,000 would be available for down payment and closing cost assistance for the purchase of any existing home within Avondale with an additional \$10,000 available for the purchase of a bank-owned home. This funding would be in the form of a ten year forgivable loan and would be forgiven by 10% per year for each year of service. The participating Police Officers would be required to live in the home and participate in housing education classes. As a retention mechanism for officers who currently live in Avondale, a stipend of \$5,000 would be made available to them for home renovations. This funding would be in the form of reimbursable one time grant.

The second part of the program would support a Housing Specialist staff person to set up and oversee the program and implement a housing education program for all residents as well as coordinate new housing related activities for the city. This person's salary and any ancillary items such as work stations and internal site renovations will be included in the grant so that the General Fund is not affected during the first two years of the program's set up. Additional renovation funding will be used to provide work space for Human Services activities that would support the city and the overall program.

The program will have multiple benefits to the City of Avondale. First, the program will provide police presence in neighborhoods and in some instances neighborhoods with high crime statistics. Secondly, it will

increase the City's tax base by adding new residents to Avondale. Thirdly, the Housing Specialist will not only run the Police Retention Program, but will also provide housing education support to residents. Finally, by providing a generous incentive for the purchase of a bank-owned home, it will encourage occupancy in vacant foreclosed homes.

BUDGETARY IMPACT:

The City of Avondale will be requesting \$625,000 for a two year program. Funding would include Police officer housing loans of \$20,000 for 10 officers (\$200,000) an additional subsidy of \$10,000 (\$100,000) and \$5,000 for 15 officers that currently work and reside in Avondale for home renovations (\$75,000). a limited term Housing Specialist salary and benefits \$60,000) for two years (\$120,000) and \$130,000 for renovations and other ancillary costs associated with the grant funded program.

RECOMENDATION:

Staff recommends that City Council adopt a Resolution supporting the submittal of a grant proposal to the Ak-Chin Indian Community for funds to implement the Taking Back Neighborhoods Program.

ATTACHMENTS:

Click to download

 [RES - 2743-508](#)

RESOLUTION NO. 2743-508

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION BY THE AK-CHIN INDIAN COMMUNITY.

WHEREAS, the Ak-Chin Indian Community (the “Community”) is accepting applications for Proposition 202 funding from state and local agencies for projects relating to all aspects of public safety; and

WHEREAS, the City of Avondale desires to acquire funding for a “Taking Back Our Neighborhoods” program (the “Program”) for the protection of Avondale residents and such program may be eligible for Community funding; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to submit a grant application (the “Application”) to be considered by the Community for funding.

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

SECTION 1. That the City Council hereby approves the submission of the Application relating to the Program for consideration by the Community.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application 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, May 19, 2009.

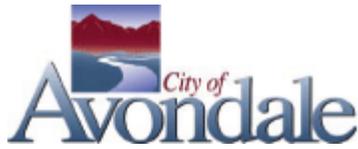
Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:
Human Resources and Building Services Enterprise
Application

MEETING DATE:
May 19, 2008

TO: Mayor and Council
FROM: David Fitzhugh, Assistant City Manager (623)333-1014
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve contracts to purchase and implement a Human Resources Information Management System, a Development Services Information Management system and a contract employee in the amount of \$1,825,000, approve the transfer of contingency funds in the same amount to account numbers 101-5122-00-8011 and 101-5120-00-8012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Council heard this item at the May 5, 2008 council meeting including information relating to the vendor/software selection process, acquisition and implementation costs, budget and schedule. Staff recommended the purchase of the following products:

- Human Resources/Payroll – Lawson, NeoGov E-Recruiting, ImageNow Document Management, MHC check printing application.
- Development Services Information Management System – AMX International, Accela
- IT Infrastructure – HP servers, Xiotech storage, Frontrange change control software.

The total acquisition and implementation cost is \$1,720,379 plus a \$104,621 contingency for a total contingency transfer amount of \$1,825,000. Council directed staff to analyze the Return on Investment relating to the cost of implementing these software solutions versus the anticipated savings realized and report the findings at the May 19, 2008 regular Council meeting.

DISCUSSION:

Staff conservatively estimated savings realized through the acquisition and implementation of the Lawson, NeoGov E-Recruiting and ImageNow programs (Exhibit A) and the Accela information management software. (Exhibit B) These estimates represent annualized savings, in 2008 dollars, resulting from reduction in work effort as well as direct cost savings from elimination of space needs or future personnel. Both savings and costs are adjusted for inflation during the 10-year analysis period.

Staff was conservative in the analysis by 1) recognizing that implementation likely does not eliminate the need to use manual processes under certain circumstances; 2) that full benefit of the programs will not be fully realized until the 4th year due to implementation procedures and establishment of new processes. The analysis includes reduction factors in both the determination of the annualized savings and the efficiencies realized with the implementation of the programs during the first three years. These factors are shown in the attached exhibits. This analysis illustrates that the projected savings offset implementation costs for the Accela program by the middle of the fourth year, FY 11/12 and the end of the third year, FY 10/11, for the Lawson program.

SCHEDULE:

The following is the proposed implementation schedule:

Human Resources Management System Implemented: January 2009

Development Services Management System Implemented: August 2009

RECOMENDATION:

Staff recommends that the City Council approve contracts for the implementation of a Human Resources Information Management System, a Development Services Information Management system and a contract employee in the amount of \$1,825,000, approve the transfer of contingency funds in the same amount to account numbers 101-5122-00-8011 and 101-5120-00-8012 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Exhibit A](#)

 [Exhibit B](#)

EXHIBIT A

Lawson Personnel Benefits and Payroll Management Software

<u>Description</u>	<u>Annual Savings</u>
<p><u>Space needs Reduction:</u> Existing paper files will be scanned into new system, new files will be directly input into system beginning with applications. Existing storage space will be vacated and proposed new space will be eliminated.</p>	
Space Saved: 432 sf existing, 400 sf proposed 832 x \$325/sf = \$270,400 annualized over 5 years:	\$ 54,080
<p><u>Staffing Reduction:</u> 2 positions eliminated through current budget reduction process with an average mid-point salary of \$49,775. Software would eliminate the need to replace these positions when funding becomes available again.</p>	
Savings Realized: 2 x \$49,775 =	\$99,550
<p><u>Staff Time Savings:</u> Software integrates and automates the input and retrieval of data significantly reducing time expended performing tasks. It improves the accuracy and consistency of information. 80% efficiency</p>	
Savings Realized: 7 staff x 2 hrs/day x \$45/hr 0.80 = \$504/day	\$131,040
<p><u>Vendor Bill Reconciliation:</u> The department currently relies on our health insurance vendor to monitor and report benefit program savings to the City. Past experience has demonstrated inconsistencies in reporting. Additionally any savings residing with the vendor do not generate interest resulting in lost revenue to the City. This program will monitor and generate reports on benefit program savings enabling the recapture of those funds.</p>	
Recovered Funds:	\$50,000
<p><u>Customer Service Call Reduction:</u> HR staff received approximately 50 calls per staff person daily with an average time of 6 minutes per call. Staff estimates that 25 of those calls could be resolved by the employee accessing information within the software on-line without HR staff assistance.</p>	
Savings Realized: 25/day x 6/60 x 2 x \$45/hr = \$225/day	\$58,500
<p><u>Supplies Reduction:</u> The elimination of paper files also significantly reduces the need to purchase materials relating files and folders.</p>	
Savings Realized:	\$15,000

Benefit Tracking: Currently staff tracks benefits on three (3) different spreadsheets and databases. Benefits tracked include Short Term Disability, FMLA, and Corbra through a separate specific software that must be purchased yearly or at time of upgrades. While staff cannot put a value on compliance issues if procedures and processes are not followed, they have estimated the time value of accurately tracking benefits and eliminating another software package.

Savings Realized: \$45,700

Total Department Annual Savings Realized: \$453,870

Final Analysis:

Projected Savings:

Fiscal Year	Project Annual Savings	Multiplier	Total	Cumulative Total	Comments
08/09	\$453,870.00	0.25	\$113,467.50	\$ 113,467.50	Program Implementation Period
09/10	\$467,486.10	0.5	\$233,743.05	\$ 347,210.55	Implementation Period Adjusted 3% Annual Inflation
10/11	\$481,510.68	0.9	\$433,359.61	\$ 780,570.16	Final Year of Implementation Adjusted 3% Annual Inflation
11/12	\$495,956.00	1	\$495,956.00	\$1,276,526.17	Adjusted 3% Annual Inflation
12/13	\$510,834.68	1	\$510,834.68	\$1,787,360.85	Adjusted 3% Annual Inflation
13/14	\$526,159.72	1	\$526,159.72	\$2,313,520.58	Adjusted 3% Annual Inflation
14/15	\$541,944.52	1	\$541,944.52	\$2,855,465.09	Adjusted 3% Annual Inflation
15/16	\$558,202.85	1	\$558,202.85	\$3,413,667.94	Adjusted 3% Annual Inflation
16/17	\$574,948.94	1	\$574,948.94	\$3,988,616.88	Adjusted 3% Annual Inflation
17/18	\$592,197.40	1	\$592,197.40	\$4,580,814.28	Adjusted 3% Annual Inflation

Program Costs: (Adjusted 3% Annually)

Fiscal Year	Software Acquisition & Implementation Cost	Additional System Data Storage Cost	Contract Software Development Employee	Staff Software Development Employee	Program Annual Maintenance Costs	Annual Total	Cumulative Total
08/09	\$ 773,867.00	\$21,191.00	\$ 56,667.00	\$ -	\$ -	\$ 851,725.00	\$ 851,725.00
09/10			\$ 28,333.00	\$ 19,824.15	\$ 57,497.69	\$ 105,654.84	\$ 957,379.84
10/11				\$ 20,418.88	\$ 59,222.62	\$ 79,641.50	\$1,037,021.34
11/12				\$ 21,031.44	\$ 60,999.30	\$ 82,030.74	\$1,119,052.08
12/13				\$ 21,662.39	\$ 62,829.28	\$ 84,491.66	\$1,203,543.75
13/14				\$ 22,312.26	\$ 64,714.16	\$ 87,026.41	\$1,290,570.16
14/15				\$ 22,981.63	\$ 66,655.58	\$ 89,637.21	\$1,380,207.37
15/16				\$ 23,671.07	\$ 68,655.25	\$ 92,326.32	\$1,472,533.69
16/17				\$ 24,381.21	\$ 70,714.91	\$ 95,096.11	\$1,567,629.81
17/18				\$ 25,112.64	\$ 72,836.35	\$ 97,949.00	\$1,665,578.80

**Ten Year
Total**

\$ 773,867.00 \$21,191.00 \$ 85,000.00 \$ 201,395.67 \$584,125.13 \$1,665,578.80

1. Software Acquisition and Implementation Cost:

a. Lawson Total	\$697,892
b. NeoGov E-Recruiting	\$ 21,900
c. Image Now (1/2 cost)	\$ 39,575
d. Change Management Software	\$ 14,500
Total:	\$773,867

2. IT Related Costs:

a. Added Storage Capacity (1/2)	\$ 21,191	
b. Annual Contract Employee, (1/2)	\$ 56,667	18 month contract
c. Additional IT Gr 15 midpoint	\$ 76,987	Position dedicate 50% time

3. Annual costs:

a. Lawson	\$49,777
b. Image Now	\$ 2,846
c. MHC	\$ 3,200

The above analysis indicates that toward the end of the third year, FY 10/11 savings will exceed the cost of implementation of these programs.

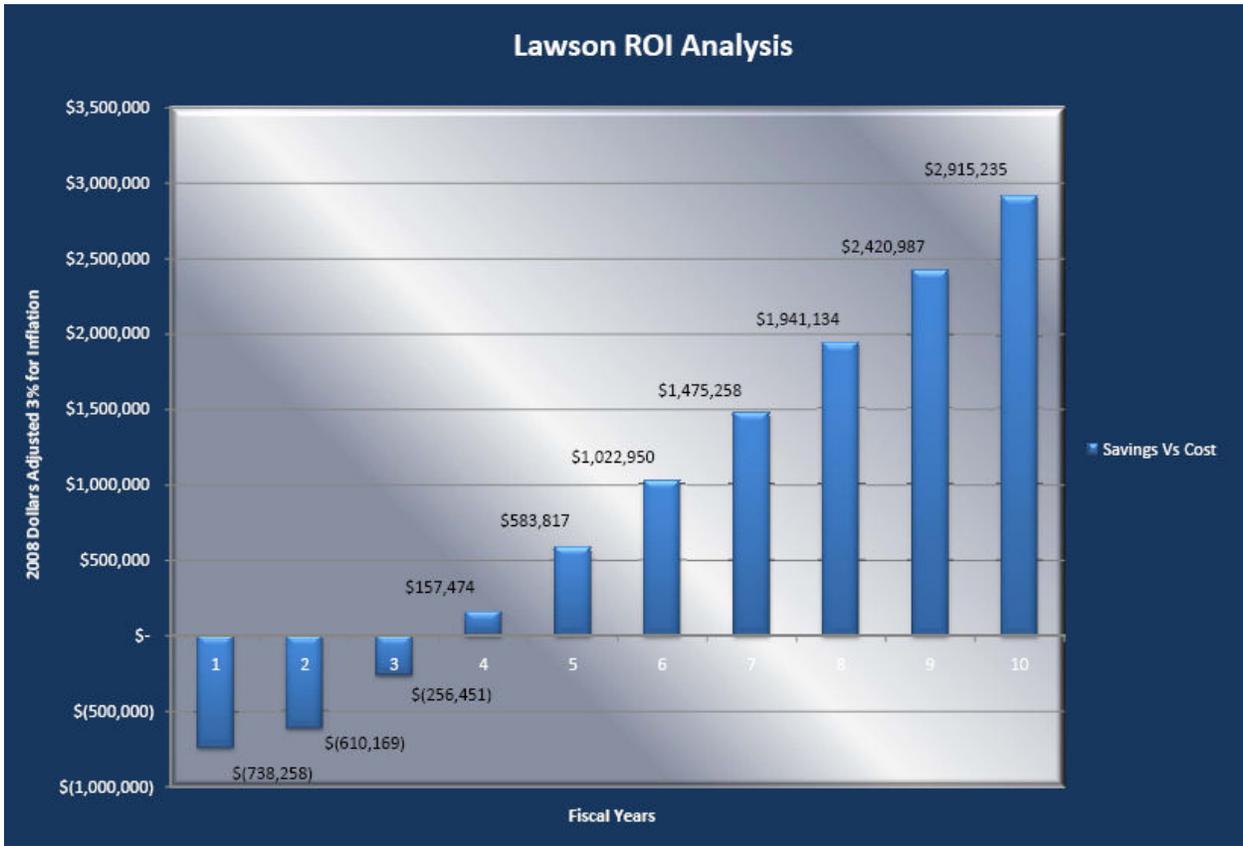


EXHIBIT B

ACCELA Permit Tracking System

Development Services Counter:

**Annual Savings:
(2008 dollars)**

Plan Submittal and Routing – 5 sets of architectural and/or engineering plans manually logged into excel spreadsheet and hand carried to various review personnel. New system will be electronic. Assume 75% plans electronic.

Time saved: 4 staff, 1 hour/day/staff \$22/hour = \$88/day x 0.75 \$ 17,160

Permit Application Process: - Assume 75% reduction in paperwork processing due to web Based application

Time saved: 4 staff, 1.25 hrs.day/staff @ \$22/hr = \$110/day x 0.75 \$ 21,450

Reporting and Analysis:
Request from developers/management regarding Status of reviews/historical research, compilation of data, report generation. Assume 90% efficiency.

Time Saved: 2 staff, 2 hours/day/staff @ \$28/hr = \$112/day x 0.9 \$ 26,210

Annual Savings:

\$ 65,320

Engineering Plan Review Division:

Front Counter Plan Receipt – Engineering Plan Review Staff Currently have to go to the counter when plans are submitted to Look through plan sets prior to submittal. This will be replaced By electronic submittals. 75% estimated efficiency improvement.

Time saved: 1 staff/1 hr/day @ \$40/hour = \$40/day x .75 \$ 7,800

Plan review: Software allows electronic submittal, review and comment To engineering plans. Related historical information located within one Data base, permit history and payment also linked. Coordination between various plans such as landscape, site plan and traffic related plans is greatly improved due to all plans comments located within a single electronic file. Efficiency is 75%

Time saved: 2 staff/1.5 hr/day @ \$40 hr = \$120/day x 0.75 \$ 23,400

Permit Calculations: Engineering Plan Review staff Manually calculate permit fee. System will allow applicant to calculate fee at time of submittal. 75% efficiency improvement.

Time Saved: 1 staff/1 hr/day @ \$40/hour = \$40/day x .75 \$ 7,800

Interdepartmental Plan Review Coordination – Engineering plan review
Must be coordinated with Traffic, planners, fire, Water Resources,
building and construction management. This software allows electronic
submittal and review as Well as attachments such as review comments.
Other department staff will be notified to review comments and plans
as required prior to Approval. Estimate 60 % efficiency.

Time Saved: 6 staff/2 hrs/day @ \$43/hr ave. = \$516/day x .6 \$ \$80,500

Engineering Construction Management: This software will allow the
Engineering inspectors to review plans, permits and submit reports
Without retrieving hard copies or making hand written reports that
Must be rekeyed into system and then filed in project files.

Time saved: 5 staff 1 hour/day @ \$28/hr = \$132/day \$ 34,375

Engineering Plan and Permit Storage Area: Electronic filing will reduce the
Area required to store plans in review/construction and hard copies of
permits and inspection logs. Assume reduction volume will eliminate
Need to build additional space for storage. Planned expansion of 500 sf.

Space savings: 500 sf x \$325/sf = \$113,750, annualized over 5 years \$32,500

Annual Savings: \$186,375

Building Division:

Building Inspectors: Inspectors will be able to fully utilize
Their laptops to write inspection reports, pull daily inspection
logs complete with parcel information, permit history, contact
information and file daily reports without having to rekey or
put hardcopies in files. 90% efficiency

Time saved Inspectors: 5 staff 1.5hrs/day @ \$25/hr = \$187/day x 0.9 \$ 43,875

Plan Examiners: Software allows electronic submittal, review and comment
on building plans. Related historical information located within one
Data base, permit history and payment also linked. 75% Efficiency

Time saved: 2 staff 1.5 hr/day @ \$40/hr = \$120/day x 0.75 \$ 23,400

Building Plan and Permit Storage Area: Electronic filing will reduce the
Area required to store plans in review/construction and hard copies of
permits and inspection logs. Assume reduction volume will eliminate
Need to build additional space for storage. Planned expansion of 350 sf.

Space savings: 350 sf x \$325/sf = \$113,750, annualized over 5 years \$ 22,750

Annual Savings: \$ 90,025

Planning Division:

Land Development Project Management: Staff will be able to efficiently Receive, review, comment and file project documents relating to annexations, general plan amendments, rezoning cases, site plan and land division in a single location. Project management will be greatly enhanced due to Access to all related information and ties to GIS mapping. Requests for project status, process and related project information can be easily accessed on-line or by staff at the counter or desk.. Assume 80% efficiency of projected time saved.

Time saved: 6 staff 2 hrs /day @ \$32/hr = \$384/day * 0.8 \$79,870

Planning Plan and Permit Storage Area: Electronic filing will reduce the Area required to store plans in review/construction and hard copies of permits and inspection logs. Assume reduction volume will eliminate Need to build additional space for storage. Planned expansion of 350 sf.

Space savings: 320 sf x \$325/sf = \$113,750, annualized over 5 years \$ 20,800

Annual Savings: \$100,670

Administration Division:

Eliminate projected additional Senior Administrative Clerk projected need in 2010. FY 2007/2008 salary midpoint: \$34,400 annualized over 5 years. Year 1 = \$0; YR 2 = \$0, YR 3 = \$34,000 YR 4 = \$34,400, YR 5 = \$34,000

Annual Savings: \$ 20,640

Total ACCELA projected annual savings: \$463,000/yr

Projected Savings:

Fiscal Year	Project Annual Savings	Multiplier	Total	Cumulative Total	Comments
08/09	\$ 463,000.00	0.25	\$ 115,750.00	\$ 115,750.00	Program Implementation Period
09/10	\$ 476,890.00	0.5	\$ 238,445.00	\$ 354,195.00	Program Implementation Adjusted 3% Inflation
10/11	\$ 491,196.70	0.9	\$ 442,077.03	\$ 796,272.03	Final Year of Implementation Adjusted 3% Inflation
11/12	\$ 505,932.60	1	\$ 505,932.60	\$ 1,302,204.63	Adjusted 3% Annual Inflation
12/13	\$ 521,110.58	1	\$ 521,110.58	\$ 1,823,315.21	Adjusted 3% Annual Inflation
13/14	\$ 536,743.90	1	\$ 536,743.90	\$ 2,360,059.11	Adjusted 3% Annual Inflation
14/15	\$ 552,846.21	1	\$ 552,846.21	\$ 2,912,905.32	Adjusted 3% Annual Inflation
15/16	\$ 569,431.60	1	\$ 569,431.60	\$ 3,482,336.92	Adjusted 3% Annual Inflation
16/17	\$ 586,514.55	1	\$ 586,514.55	\$ 4,068,851.47	Adjusted 3% Annual Inflation
17/18	\$ 604,109.98	1	\$ 604,109.98	\$ 4,672,961.45	Adjusted 3% Annual Inflation

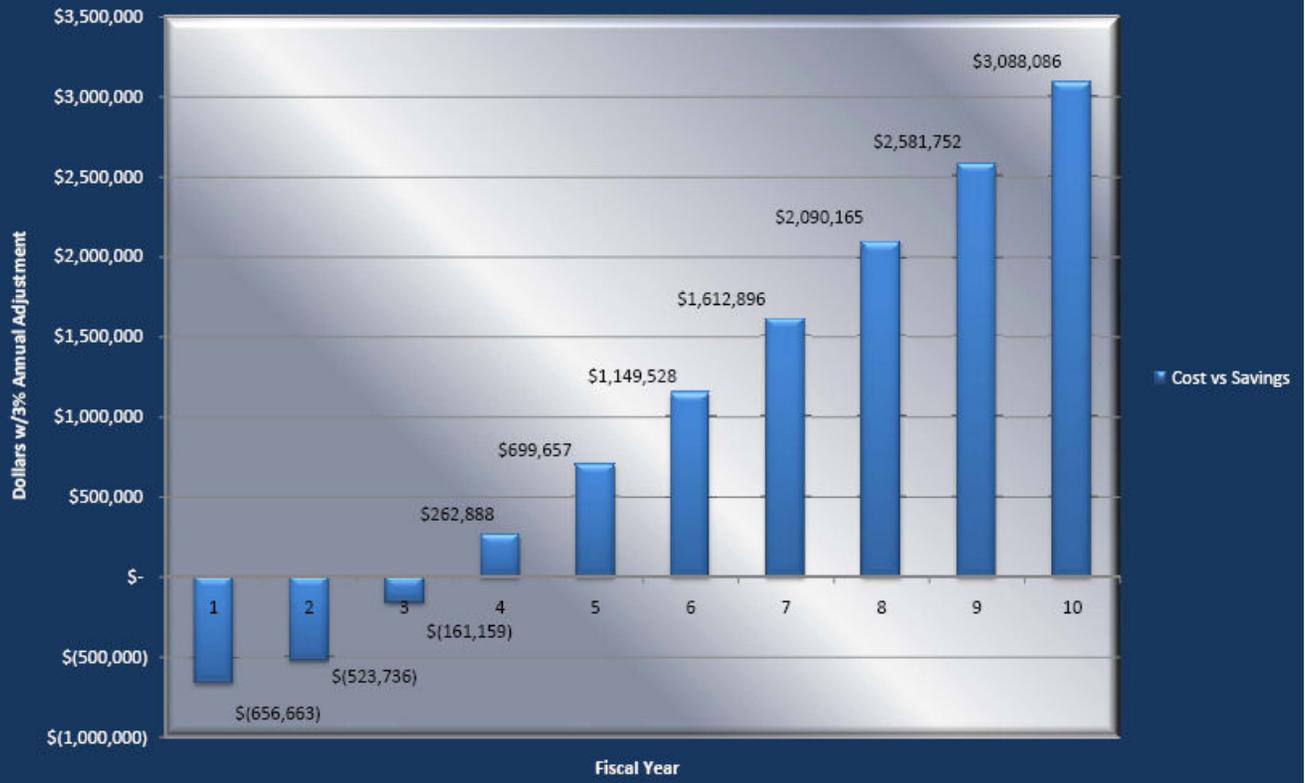
Program Costs: (Adjusted 3% Annually)

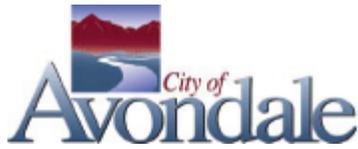
Fiscal Year	Software Acquisition & Implementation Cost	Additional System Data Storage Cost	Contract Software Development Employee	Staff Software Development Employee	Program Annual Maintenance Costs	Annual Total	Cumulative Total
08/09	\$ 734,130	\$ 21,191.00	\$ 56,667.00	\$ -	\$ -	\$ 811,988.00	\$ 811,988.00
09/10			\$ 28,333.00	\$ 19,824.15	\$ 57,360.70	\$ 105,517.85	\$ 917,505.85
10/11				\$ 20,418.88	\$ 59,081.52	\$ 79,500.40	\$ 997,006.25
11/12				\$ 21,031.44	\$ 60,853.97	\$ 81,885.41	\$ 1,078,891.66
12/13				\$ 21,662.39	\$ 62,679.59	\$ 84,341.97	\$ 1,163,233.63
13/14				\$ 22,312.26	\$ 64,559.97	\$ 86,872.23	\$ 1,250,105.86
14/15				\$ 22,981.63	\$ 66,496.77	\$ 89,478.40	\$ 1,339,584.26
15/16				\$ 23,671.07	\$ 68,491.68	\$ 92,162.75	\$ 1,431,747.01
16/17				\$ 24,381.21	\$ 70,546.43	\$ 94,927.63	\$ 1,526,674.65
17/18				\$ 25,112.64	\$ 72,662.82	\$ 97,775.46	\$ 1,624,450.11
10 YR Total	\$ 734,130	\$ 21,191.00	\$ 85,000.00	\$ 201,395.67	\$ 582,733.44	\$1,624,450.11	

1. Software Acquisition and Implementation Costs:
 - a. Accela: \$680,055
 - b. 1/2 Image Now: \$ 39,575
 - c. 1/2 Change Management: \$ 14,500
 - Total: 734,130
2. IT Related Costs:
 - a. Added Storage Capacity (1/2) \$ 21,191
 - b. Annual Contract Employee, (1/2) \$ 56,667 18 month contract
 - c. Additional IT Gr 15 midpoint \$ 76,987 Position projected for 50% time
3. Annual Software Maintenance Costs:
 - a. Accela \$52,844
 - b. Image Now \$ 2,846

The above analysis indicates that savings will offset acquisition and implementation costs by the middle of the 4th year.

ACELA ROI Analysis





CITY COUNCIL REPORT

SUBJECT:

Resolution 2741-508 - Setting forth the fiscal year 2008-2009 tentative budget.

MEETING DATE:

May 19, 2008

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623)333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution, setting forth the fiscal year 2008-2009 tentative budget and establish the City's annual expenditure limitation in the amount of \$283,659,140.

BACKGROUND:

On April 12, 2008, the City Manager presented his recommended budget to the Mayor and Council for the 2008-2009 fiscal year. The recommended budget included reductions to the general fund base budget to align appropriations with the estimated revenues which have declined from prior years. The budget proposal also reflected the elimination of 21.5 existing positions and the addition of eleven (11) new positions. The Mayor and Council requested that staff find funding to include additional police staff and increase code enforcement and economic development efforts.

On May 5, 2008, staff presented Council with the recommendations for further budget reductions and the elimination of six (6) additional positions in the general fund budget to accommodate the additional public safety staff. Council provided direction to proceed with a budget to include eight (8) additional police officers, two (2) additional sergeants and one (1) additional court clerk. Upon adoption of the final budget in June, these positions and funding as authorized will be effective July 1, 2008. The budget will also include the one-time appropriations for all necessary equipment and vehicles.

In conformance with State law and the City Charter, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures for fiscal year 2008-2009. The total budget may be reduced prior to final adoption, but cannot be increased.

DISCUSSION:

The combined operating and capital budget for fiscal year 2008-2009 totals \$283,659,140. The budget has been structurally balanced with ongoing revenues used to fund ongoing expenditures. Total revenues anticipated for fiscal year 2008-2009 are \$207,267,410. Fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

Supplemental requests approved by Council total \$4,907,640. The schedule of supplemental requests is attached for your review. These requests include the addition of the 22 supplemental positions throughout the organization. The total positions recommended for the fiscal year 2008-2009 is 533, a net decrease of 6.5 positions. The schedule of authorized positions is attached for your review.

Carryover appropriation is used for projects or purchases that were planned for the current year but will not be completed until next fiscal year. Since appropriations lapse on June 30, this appropriation must be included in the tentative budget to ensure the spending authority is included in the maximum limit. Carryovers were adjusted from the amounts presented on April 12, 2008 to include the Arts Commission funding and a dump

truck for the Water Resources Department. Carryover requests total \$75,557,580 most of which is needed to complete capital projects. This amount may decrease after actual expenditures have been analyzed and the 2007-2008 fiscal year is closed.

The tentative budget is presented on forms prescribed by the Auditor General. The forms include a summary of the City's tax levy and tax rate information. The total tax rate is expected to remain at \$1.1058 for fiscal year 2008-2009. The official budget forms will be published as required for two consecutive weeks in a newspaper of general circulation along with notices of public hearing on the final budget and the property tax levy. The following list shows the timeline for all actions required for formal adoption of the City's annual budget:

May 19st	Adopt tentative budget
June 3rd	1 st publication of tentative budget and truth in taxation notice
June 10th	2 nd publication of tentative budget and truth in taxation notice
June 16th	Hold public hearing on budget, property tax levy and Truth in Taxation.
	Convene special meeting to adopt final budget.
July 7th	Adopt property tax levy

RECOMENDATION:

Staff recommends that the City Council adopt a resolution setting forth the fiscal year 2008-2009 budget and authorize staff to proceed with the required publication process.

ATTACHMENTS:

Click to download

 [RES - 2741-508](#)

RESOLUTION NO. 2741-508

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE CITY OF AVONDALE FOR FISCAL YEAR 2008-2009.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the "City Council") is required to adopt a budget; and

WHEREAS, the City Manager has prepared and filed with the City Council the City Manager's Budget estimates for the fiscal year beginning July 1, 2008 and ending June 30, 2009; and

WHEREAS, the qualified electors of the City of Avondale (the "City") did, on September 13, 2005, approve the Home Rule Option for expenditure limitations pursuant to the Arizona Constitution Article IX, Section 20; and

WHEREAS, the Home Rule Option requires that an expenditure limitation must be established each year as part of the annual budget.

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

SECTION 1. That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City's official tentative budget for the fiscal year beginning July 1, 2008 and ending June 30, 2009, including the establishment of the expenditure limitation for such fiscal year in the amount of \$283,659,140.

SECTION 2. That, upon approval of the City Council, such official tentative budget shall be published in the official City newspaper once a week for two consecutive weeks.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, May 19, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2741-508

[Tentative Budget]

See following pages.

CITY OF AVONDALE

Summary Schedule of Estimated Revenues and Expenditures/Expenses

Fiscal Year 2009

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2008	ACTUAL EXPENDITURES/EXPENSES** 2008	FUND BALANCE/ NET ASSETS *** July 1, 2008	PROPERTY TAX REVENUES 2009	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2009	OTHER FINANCING 2009		INTERFUND TRANSFERS 2009		TOTAL FINANCIAL RESOURCES AVAILABLE 2009	BUDGETED EXPENDITURES/EXPENSES 2009
						SOURCES:	<USES>:	IN:	<OUT>:		
1. General Fund	59,539,760	47,106,903	33,821,430	Primary: 1,970,640	51,347,710				7,526,410	87,139,780	52,545,330
2. Special Revenue	24,732,260	16,844,152	12,090,546		24,680,960			1,039,910	8,609,220	37,811,416	20,682,920
3. Debt Service Funds Available	10,088,900	30,468,537	10,763,662	Secondary: 5,164,270	285,440			7,516,100		23,729,472	13,581,370
4. Less: Designation for Future Debt Service											
5. Total Debt Service Funds	10,088,900	30,468,537	10,763,662	5,164,270	285,440	-		7,516,100	-	23,729,472	13,581,370
6. Capital Projects	75,153,360	7,751,964	30,655,329		17,735,530	62,000,000		4,467,270	1,159,650	114,858,129	92,194,490
7. Permanent Funds											
8. Enterprise Funds Available	93,857,010	29,016,290	82,873,450		32,242,920	7,500,000		8,333,580	4,183,580	130,949,950	100,138,380
9. Less: Designation for Future Debt Service											
10. Total Enterprise Funds	93,857,010	29,016,290	82,873,450	-	32,242,920	7,500,000		8,333,580	4,183,580	130,949,950	100,138,380
11. Internal Service	4,594,420	3,592,122	1,426,783		4,339,940			122,000		5,888,723	4,516,650
Total All Funds	\$ 267,965,710	\$ 134,779,968	\$ 171,631,200	\$ 7,134,910	\$ 130,632,500	\$ 69,500,000		\$ 21,478,860	\$ 21,478,860	\$ 400,377,470	\$ 283,659,140

EXPENDITURE LIMITATION COMPARISON

	2008	2009
1. Budgeted expenditures/expenses	\$ 267,965,710	\$ 283,659,140
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	267,965,710	283,659,140
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 267,965,710	\$ 283,659,140
6. EEC or voter-approved alternative expenditures limitation	\$ 267,965,710	\$ 283,659,140

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

*Includes Expenditure/Expense Adjustments Approved in 2007-08 from Schedule E.

**Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts invested in capital assets, net of related debt, and reserved/restricted amounts established as offsets to assets presented for informational purposes (i.e., prepaids, inventory, etc.).

City of Avondale
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2009

	<u>2007-08</u> <u>Fiscal Year</u>	<u>2008-09</u> <u>Fiscal Year</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>1,796,247</u>	\$ <u>1,959,790</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>1,796,240</u>	\$ <u>1,970,640</u>
B. Secondary property taxes	<u>4,087,190</u>	<u>5,164,270</u>
C. Total property tax levy amounts	\$ <u>5,883,430</u>	\$ <u>7,134,910</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) 2007-08 year's levy	\$ <u>1,713,598</u>	
(2) Prior years' levies	<u>32,000</u>	
(3) Total primary property taxes	\$ <u>1,745,598</u>	
B. Secondary property taxes		
(1) 2007-08 year's levy	\$ <u>3,678,470</u>	
(2) Prior years' levies	<u> </u>	
(3) Total secondary property taxes	\$ <u>3,678,470</u>	
C. Total property taxes collected	\$ <u>5,424,068</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.4058</u>	<u>0.3724</u>
(2) Secondary property tax rate	<u>0.7000</u>	<u>0.7334</u>
(3) Total city/town tax rate	<u>1.1058</u>	<u>1.1058</u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2008-09

SOURCE OF REVENUES	Estimated Revenues 2008	Actual Revenues* 2008	Estimated Revenues 2009
General Fund			
Taxes			
Franchise Taxes	682,290	710,400	710,400
In-Lieu Taxes	23,800	18,410	18,410
Local Sales Taxes	31,908,600	25,785,713	25,735,200
Audit Assessments	267,120	602,537	644,440
Prior Year Taxes	35,130	34,492	34,490
Intergovernmental Revenues			
State Urban Revenue Sharing	9,765,980	9,761,113	9,663,510
Auto Lieu Tax	2,932,240	2,794,487	2,769,490
City's Share of St. Sales Tax	7,060,520	6,316,667	6,210,120
Federal Grants	0	22,090	0
IGA - Counties	750,000	205,736	102,500
IGAs Other Cities & Towns	409,720	185,151	88,500
Licenses and Permits			
Building & Develop Permits	2,101,700	1,865,927	1,384,950
Other Permits	31,470	20,743	20,000
Development Charges for Service	33,450	62,480	55,000
Licenses	277,530	263,977	271,900
Charges for Services			
Recreation Charges for Service	332,660	340,503	340,500
Other Charges for Service	109,420	176,139	179,390
Development Charges for Service	588,950	688,598	610,410
Fines, Forfeitures and Penalties			
Court Fines & Forfeitures	1,220,170	1,283,700	1,309,370
Other Fines	6,320	5,421	5,420
Sale of Assets			
Sale of Assets	0	14,710	0
Miscellaneous Revenue			
Donations	96,650	51,207	116,000
Interest	822,790	1,191,370	826,000
Other Revenue	224,850	405,408	251,710
Total General Fund	\$59,681,360	\$52,806,979	\$51,347,710
Special Revenue			
Highway User Revenue Fund			
Highway User Fees (Gas Tax)	4,918,570	4,692,911	4,700,000
Interest	48,640	84,356	82,020
Other Revenue	10	2,023	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2008-09

SOURCE OF REVENUES	Estimated Revenues 2008	Actual Revenues* 2008	Estimated Revenues 2009
Social Service Programs			
Community Action Program	136,390	262,086	168,000
Home Grant	149,450	30,198	166,180
Senior Nutrition	144,940	261,082	174,960
Court Payments Fund			
Interest	10,740	9,291	9,290
Court Fines & Forfeitures	140,910	124,880	124,590
Public Safety Grants			
2005 Homeland Security Grant	0	974	0
Voca Crime Victim Advocate	57,710	20,387	50,500
ACJC DUI Grant	0	18,016	0
AK-CHIN Indian Community Grant	0	200,000	0
COPS Universal Hiring Fund	0	71,600	0
DHS Grant--Urban Areas Security Init.	0	8,594	0
Edward Byrne Memorial JAG	0	9,531	0
Fire	0	500	0
GOHS - DUI Task Force	0	69,431	0
Police--Bullet Proof Vests	0	5,158	0
Police--Victims' Rights Program	0	10,200	0
Victims' Activities - Privately Funded	0	2,500	0
R.I.C.O. All Agencies			
Federal R.I.C.O. With A.G.	0	84	0
State R.I.C.O. W/ Attorney General	0	57	0
Co. R.I.C.O. w/Maricopa Atty	0	161,143	0
Regional Family Advocacy	0	0	532,910
RPTA Circulation Route/LTAF			
Local Transp. Assist.(Lottery)	338,120	512,158	335,000
Interest	56,010	70,373	54,620
IGAs Other Cities & Towns	251,500	495,206	235,620
IGA - Counties	850,000	0	0
Federal Grants	400,000	0	0
CDBG			
Federal Grants	188,350	770,385	637,800
Cultural and Recreation Grants			
Library Projects	0	23,667	0
Other Grants			
GRIC--Youth Development & Young Fa	0	115,000	0
Water Resources	0	3,052	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2008-09

SOURCE OF REVENUES	Estimated Revenues 2008	Actual Revenues* 2008	Estimated Revenues 2009
Other Grants			
Healthy Avondale Partnership	0	38,290	0
Gila River Indian Community Grant	0	100,000	0
Non-Departmental	5,000,000	10,374	5,000,000
0.5% Dedicated Sales Tax			
0.5% Dedicated Sales Tax	8,001,860	6,079,765	6,221,430
Public Safety Dedicated Sales Tax			
Public Safety Dedicated Sales Tax	7,930,660	5,771,055	6,181,040
Employee Assistance Fund	0	2,529	0
Volunteer Fireman's Pension	0	12,354	7,000
Total Special Revenue	\$28,623,860	\$20,049,210	\$24,680,960
Debt Service			
General Obligation Bonds	16,770	20,380	15,280
Hwy User's Bonds '85/91/98	4,430	13,171	4,430
Park Issue	191,630	203,516	191,630
Dysart Road M.D.C.	4,470	1,805	4,470
0.5% Dedicated Sales Tax Debt Service	69,630	120,394	69,630
Total Debt Service	\$286,930	\$359,266	\$285,440
Capital Projects			
Street Construction			
IGAs Other Cities & Towns	250,000	0	1,135,000
IGA - Counties	0	0	350,000
Federal Grants	1,156,280	0	653,500
Interest	6,140	335,818	58,860
One-Time Cost Sharing	360,000	0	400,000
Other Revenue	0	203,887	0
Development Fees	1,875,000	1,929,640	937,500
Police Development			
Development Fees	344,000	554,740	172,000
Interest	9,140	43,785	23,120
Parkland			
Development Fees	2,501,000	1,887,481	1,250,500
State Grants	1,450,000	0	1,450,000
Sale of Assets	1,000,000	0	600,000
Federal Grants	5,600,000	0	5,685,000
Interest	1,760	53,393	15,170

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2008-09

SOURCE OF REVENUES	Estimated Revenues 2008	Actual Revenues* 2008	Estimated Revenues 2009
Library Development			
Development Fees	346,000	237,030	173,000
Federal Grants	0	0	180,000
Interest	2,020	38,248	13,120
General Government Development			
Development Fees	731,000	906,132	464,500
Interest	49,360	118,804	32,780
Fire Dept. Development			
Development Fees	996,000	940,140	498,000
IGAs Other Cities & Towns	0	0	1,125,000
Interest	19,430	41,274	30,370
Vehicle Replacement			
Interest	32,800	144,736	32,800
Internal Charges for Service	1,603,070	1,580,800	1,528,410
Sale of Assets	0	26,128	0
Equipment Replacement Fund			
Interest	6,500	10,224	6,500
Internal Charges for Service	783,980	753,710	815,400
Sale of Assets	0	9,609	0
Other Capital			
Landscaping Landfill Remediation	85,500	117,000	105,000
MDC '99 EMD Building	0	210	0
Coldwater Park	0	100	0
Dysart Redevelopment Project	0	-604	0
Total Capital Projects	\$19,208,980	\$9,932,285	\$17,735,530
Enterprise			
Avondale Water			
Water Sales	9,857,430	10,928,940	11,410,690
Sale of Assets	503,100	0	0
Other Revenue	212,100	183,511	154,000
Other Charges for Service	0	960	960
Meter Fees	288,630	164,310	164,310
Interest	679,670	1,329,271	794,490
Development Fees	5,251,000	2,388,243	2,625,500
Avondale Wastewater			
Interest	519,520	1,228,006	501,470
Federal Grants	819,000	174,615	1,400,000
Sewer Fees	6,621,000	7,612,852	7,787,110

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2008-09

SOURCE OF REVENUES	Estimated Revenues 2008	Actual Revenues* 2008	Estimated Revenues 2009
Avondale Wastewater			
Development Fees	5,493,000	2,097,159	2,746,500
Other Revenue	2,200	-25	0
Water Equipment Replacement			
Internal Charges for Service	0	0	48,150
Interest	3,920	27,786	3,920
Sewer Equipment Replacement			
Interest	10,520	5,718	10,520
Sanitation			
Other Permits	0	51,152	51,150
Federal Grants	32,940	119,605	120,000
Interest	31,440	27,582	20,810
Sale of Assets	14,240	0	0
Refuse Collection	4,506,710	4,153,460	4,236,530
Other Revenue	11,040	4,351	1,000
Development Fees	267,000	-4,620	152,000
Sanitation Equipment Replacement			
Sale of Assets	0	43,919	0
Interest	13,810	64,657	13,810
Total Enterprise	\$35,138,270	\$30,601,452	\$32,242,920
Internal Service			
Printer - Copier Service			
Interest	0	8,661	0
Internal Charges for Service	208,000	260,060	212,040
Risk Management			
Other Revenue	13,890	1,160	0
Internal Charges for Service	1,779,340	1,779,340	1,800,410
Interest	29,940	42,666	42,670
Fleet Services Management			
Interest	100	-12,737	0
Internal Charges for Service	2,493,690	1,935,348	2,284,820
Other Revenue	3,310	1,656	0
Total Internal Service	\$4,528,270	\$4,016,154	\$4,339,940
Total All Funds	\$147,467,670	\$117,765,346	\$130,632,500

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2009

FUND	Other Financing 2009		Interfund Transfers 2009	
	Sources	<Uses>	In	Out
General Fund				
General Fund	0		0	7,526,410
Total General Fund	\$0		\$0	\$7,526,410
Special Revenue				
Regional Family Advocacy	0		268,440	
Highway User Revenue Fund	0		0	400,000
Senior Nutrition	0		152,240	
Community Action Program	0		63,440	
Home Grant	0		36,000	
Other Grants	0		25,000	
Transit Fund	0		481,610	
Voca Crime Victim Advocate	0		890	
CDBG	0		12,290	300,000
Public Safety Dedicated Sales Tax	0		0	1,167,270
0.5% Dedicated Sales Tax	0		0	6,741,950
Total Special Revenue	\$0		\$1,039,910	\$8,609,220
Debt Service				
Hwy User's Bonds '85/91/98	0		400,000	
Park Issue	0		981,770	
0.5% Dedicated Sales Tax Debt Service	0		5,394,330	
Dysart Road M.D.C.	0		740,000	
Total Debt Service	\$0		\$7,516,100	
Capital Projects				
General Government Development	0		0	739,270
Street Construction	14,000,000		2,050,000	
Police Development	0		1,000,000	118,000
Library Development	0		1,100,000	208,740
Fire Dept. Development	0		167,270	93,640
Improvement Districts	40,000,000		0	
Parkland	8,000,000		150,000	
Total Capital Projects	\$62,000,000		\$4,467,270	\$1,159,650
Enterprise				
Avondale Water	0		0	442,030
Avondale Wastewater	0		0	3,120,080
Sewer Development	7,500,000		6,500,000	
Water Development	0		850,000	
Sanitation	0		0	621,470
Water Equipment Replacement	0		242,030	
Sewer Equipment Replacement	0		120,080	
Sanitation Equipment Replacement	0		621,470	

CITY OF AVONDALE
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2009

FUND	Other Financing 2009		Interfund Transfers 2009	
	Sources	<Uses>	In	Out
Total Enterprise	\$7,500,000		\$8,333,580	\$4,183,580
Internal Service				
Fleet Services Fund	0		122,000	
Total Internal Service	\$0		\$122,000	
Total All Funds	\$69,500,000		\$21,478,860	\$21,478,860

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2009

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2008	Expenditure/ Expense Adjustments Approved 2008	Actual Expenditures/ Expenses* 2008	Budgeted Expenditures/ Expenses 2009
General Fund				
Economic and Community Development	7,651,520	0	4,983,048	6,138,300
General Government	25,747,510	0	18,506,387	19,763,840
Health and Welfare	1,442,750	0	1,296,694	1,656,100
Public Safety	19,606,690	0	18,570,820	19,616,870
Culture and Recreation	5,091,290	0	3,749,954	5,370,220
Total General Fund	\$59,539,760	\$0	\$47,106,903	\$52,545,330
Special Revenue				
Highway User Revenue Fund	5,391,580	0	4,000,272	4,773,220
Public Safety Dedicated Sales Tax	9,054,030	0	7,998,289	6,712,250
Special Revenue	10,286,650	0	4,845,591	9,197,450
Total Special Revenue	\$24,732,260	\$0	\$16,844,152	\$20,682,920
Debt Service				
Debt Service	10,088,900	0	30,468,537	13,581,370
Total Debt Service	\$10,088,900	\$0	\$30,468,537	\$13,581,370
Capital Projects				
Capital Projects	75,153,360	0	7,751,964	92,194,490
Total Capital Projects	\$75,153,360	\$0	\$7,751,964	\$92,194,490
Enterprise				
Avondale Water	13,239,735	0	9,168,291	12,350,750
Sanitation	4,322,445	0	3,517,577	4,091,650
Sanitation Development	564,420	0	121,530	320,720
Sanitation Equipment Replacement	858,820	0	192,556	747,800
Sewer Development	36,102,860	0	4,208,715	44,140,000
Sewer Equipment Replacement	31,000	0	0	82,000
Water Development	30,867,500	0	5,704,789	29,860,580
Water Equipment Replacement	108,700	0	0	154,300
Avondale Wastewater	7,761,530	0	6,102,832	8,390,580
Total Enterprise	\$93,857,010	\$0	\$29,016,290	\$100,138,380
Internal Service				
Risk Management Fund	1,893,310	0	1,429,524	1,928,780
Fleet Services Fund	2,519,110	0	2,023,496	2,405,870
Printer - Copier Service Fund	182,000	0	139,102	182,000
Total Internal Service	\$4,594,420	\$0	\$3,592,122	\$4,516,650
Total All Funds	\$267,965,710	\$0	\$134,779,968	\$283,659,140

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2009

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2008	Expenditure/ Expense Adjustments Approved 2008	Actual Expenditures/ Expenses* 2008	Budgeted Expenditures/ Expenses 2009
City Council				
General Fund	166,750	0	120,390	147,240
Total City Council	\$166,750	\$0	\$120,390	\$147,240
City Administration				
General Fund	1,305,170	0	1,261,115	1,267,590
Other Grants	75,000	0	0	25,000
Transit Fund	2,813,100	0	2,305,283	1,235,810
Risk Management Fund	1,893,310	0	1,429,524	1,928,780
Total City Administration	\$6,086,580	\$0	\$4,995,922	\$4,457,180
Information Technology				
General Fund	1,774,910	0	1,463,132	1,308,390
Total Information Technology	\$1,774,910	\$0	\$1,463,132	\$1,308,390
Community Relations				
General Fund	810,890	0	605,982	526,710
Total Community Relations	\$810,890	\$0	\$605,982	\$526,710
Field Operations				
General Fund	128,990	0	98,184	83,810
Highway User Revenue Fund	2,537,950	0	2,102,303	2,307,660
Sanitation	4,322,445	0	3,517,577	4,091,650
Sanitation Equipment Replacement	858,820	0	192,556	747,800
Fleet Services Fund	2,519,110	0	2,023,496	2,405,870
Total Field Operations	\$10,367,315	\$0	\$7,934,116	\$9,636,790
Non-Departmental				
General Fund	15,955,850	0	9,817,277	11,734,720
Highway User Revenue Fund	250,000	0	0	250,000
Other Grants	5,000,000	0	0	5,000,000
Printer - Copier Service Fund	182,000	0	139,102	182,000
Total Non-Departmental	\$21,387,850	\$0	\$9,956,379	\$17,166,720
Development Services				
General Fund	3,195,040	0	2,787,196	2,954,240
Highway User Revenue Fund	113,200	0	20,651	0
Total Development Services	\$3,308,240	\$0	\$2,807,847	\$2,954,240
Long Range Planning				
General Fund	1,131,640	0	439,418	0
Total Long Range Planning	\$1,131,640	\$0	\$439,418	\$0

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2009

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2008	Expenditure/ Expense Adjustments Approved 2008	Actual Expenditures/ Expenses* 2008	Budgeted Expenditures/ Expenses 2009
Finance & Budget				
General Fund	1,427,540	0	1,126,608	1,397,480
Total Finance & Budget	\$1,427,540	\$0	\$1,126,608	\$1,397,480
Human Resources Department				
General Fund	1,267,180	0	981,998	894,340
Total Human Resources Department	\$1,267,180	\$0	\$981,998	\$894,340
Engineering Department				
General Fund	1,574,420	0	1,016,727	1,292,750
Highway User Revenue Fund	2,490,430	0	1,877,318	2,215,560
Other Grants	0	0	41,221	0
Total Engineering Department	\$4,064,850	\$0	\$2,935,266	\$3,508,310
City Clerk				
General Fund	537,970	0	401,716	304,980
Total City Clerk	\$537,970	\$0	\$401,716	\$304,980
Police				
General Fund	13,413,980	0	12,458,548	14,068,050
Other Grants	0	0	295,105	0
Co. R.I.C.O. w/Maricopa Atty	0	0	148,349	0
Voca Crime Victim Advocate	93,800	0	51,898	56,470
Regional Family Advocacy	0	0	600,733	826,380
Public Safety Dedicated Sales Tax	4,179,990	0	3,837,283	3,773,080
Total Police	\$17,687,770	\$0	\$17,391,916	\$18,723,980
City Court				
General Fund	947,170	0	820,637	870,860
Court Payments	197,000	0	89,530	181,220
Public Safety Dedicated Sales Tax	352,760	0	274,759	342,650
Total City Court	\$1,496,930	\$0	\$1,184,926	\$1,394,730
Fire				
General Fund	6,192,710	0	6,112,272	5,548,820
Other Grants	0	0	208,160	0
Public Safety Dedicated Sales Tax	2,846,280	0	2,211,247	2,596,520
Volunteer Fireman's Pension	5,000	0	5,334	5,200
Total Fire	\$9,043,990	\$0	\$8,537,013	\$8,150,540
Economic Development				
General Fund	1,750,420	0	739,707	1,891,310

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2009

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2008	Expenditure/ Expense Adjustments Approved 2008	Actual Expenditures/ Expenses* 2008	Budgeted Expenditures/ Expenses 2009
Economic Development				
Total Economic Development	\$1,750,420	\$0	\$739,707	\$1,891,310
Parks, Recreation & Libraries				
General Fund	6,567,250	0	5,648,293	6,711,570
Senior Nutrition	292,550	0	264,264	309,110
Other Grants	0	0	8,195	0
Library Projects	0	0	9,532	0
Total Parks, Recreation & Libraries	\$6,859,800	\$0	\$5,930,284	\$7,020,680
Water Resources				
Other Grants	0	0	8,925	0
Avondale Water	13,239,735	0	9,168,291	12,350,750
Avondale Wastewater	7,761,530	0	6,102,832	8,390,580
Water Development	0	0	0	50,000
Water Equipment Replacement	108,700	0	0	154,300
Sewer Equipment Replacement	31,000	0	0	82,000
Total Water Resources	\$21,140,965	\$0	\$15,280,048	\$21,027,630
Neighborhood & Family Services				
General Fund	1,391,880	0	1,207,703	1,542,470
Community Action Program	179,750	0	226,992	178,240
Home Grant	1,052,760	0	102,736	1,079,030
Other Grants	0	0	210,204	0
CDBG	577,690	0	269,130	300,990
Total Neighborhood & Family Services	\$3,202,080	\$0	\$2,016,765	\$3,100,730
Capital Improvement Projects				
Public Safety Dedicated Sales Tax	1,675,000	0	1,675,000	0
Sewer Development	36,102,860	0	4,208,715	44,140,000
Water Development	30,867,500	0	5,704,789	29,810,580
Sanitation Development	564,420	0	121,530	320,720
Street Construction	16,466,300	0	2,014,419	25,903,990
Police Development	315,000	0	266,931	1,548,060
Parkland	11,621,000	0	829,532	15,616,000
Library Development	3,345,000	0	2,427,386	3,150,000
General Government Development	20,000	0	0	80,000
Fire Dept. Development	1,779,020	0	1,451,471	2,627,290
Improvement Districts	40,000,000	0	0	40,000,000

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2009

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2008	Expenditure/ Expense Adjustments Approved 2008	Actual Expenditures/ Expenses* 2008	Budgeted Expenditures/ Expenses 2009
Capital Improvement Projects				
Vehicle Replacement	1,142,970	0	326,037	2,498,750
Technology Replacement Fund	464,070	0	436,188	770,400
General Obligation Bonds	2,843,050	0	23,223,970	3,413,630
Hwy User's Bonds '85/91/98	267,310	0	261,220	409,840
Park Issue	1,350,720	0	1,347,370	1,378,420
Dysart Road M.D.C.	724,640	0	724,347	726,000
0.5% Dedicated Sales Tax Debt Service	4,903,180	0	4,911,630	7,653,480
Total Capital Improvement Projects	\$154,452,040	\$0	\$49,930,535	\$180,047,160
Total All Funds	\$267,965,710	\$0	\$134,779,968	\$283,659,140

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>City Administration</u>				
City Administration				
Administrative Assistant to Assistant City Manager	1.00	0.00	0.00	0.00
Administrative Assistant to City Manager	1.00	0.00	0.00	0.00
Assistant City Manager	2.00	2.00	2.00	2.00
City Manager	1.00	1.00	1.00	1.00
Executive Assistant	0.00	1.00	1.00	1.00
Grants Administrator	1.00	1.00	0.00	0.00
Senior Executive Assistant	0.00	1.00	1.00	1.00
Total City Administration	6.00	6.00	5.00	5.00
Grants Administration				
Grants Administrator	0.00	0.00	1.00	1.00
Total Grants Administration	0.00	0.00	1.00	1.00
Total City Administration	6.00	6.00	6.00	6.00
<u>Information Technology</u>				
Administrative Services Specialist	1.00	0.00	0.00	0.00
Help Desk Technician II	0.00	1.00	1.00	0.00
Information Technology Director	1.00	1.00	1.00	1.00
Information Technology Technician	2.00	2.00	1.00	0.00
IT Administrator Unix/Windows	1.00	1.00	1.00	1.00
IT Application Developer	0.00	1.00	2.00	1.00
IT Assistant Director	0.00	0.00	0.00	1.00
IT Desktop Technician I	0.00	0.00	1.00	1.00
IT Desktop Technician II	0.00	0.00	0.00	2.00
IT Help Desk Supervisor	0.00	0.00	1.00	1.00
IT Support Specialist	0.00	1.00	1.00	0.00
IT Systems Administrator	0.00	0.00	0.00	1.00
IT Systems Analyst	0.00	0.00	1.00	1.00
Network Engineer	0.00	0.00	1.00	1.00
Senior Network Engineer	0.00	1.00	0.00	0.00
Systems Administrator	1.00	0.00	1.00	0.00
Systems Support Administrator	1.00	1.00	1.00	0.00
Web Application Developer	0.00	1.00	0.00	0.00
Total Information Technology	7.00	10.00	13.00	11.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Community Relations</u>				
Public Information Office				
Administrative Secretary	0.00	0.00	0.00	1.00
Assistant to the Mayor and Council	0.00	1.00	1.00	1.00
Community Relations Director	1.00	1.00	1.00	1.00
Community Relations Specialist	1.00	1.00	1.00	0.00
Public Information Officer	0.00	1.00	1.00	1.00
Senior Administrative Clerk	1.00	1.00	1.00	0.00
Senior Management Assistant	1.00	0.00	0.00	0.00
Total Public Information Office	4.00	5.00	5.00	4.00
Intergovernmental Affairs				
Intergovernmental Affairs Manager	1.00	1.00	1.00	1.00
Total Intergovernmental Affairs	1.00	1.00	1.00	1.00
Total Community Relations	5.00	6.00	6.00	5.00
<u>Field Operations</u>				
Field Operations Administration				
Administrative Secretary	0.00	2.00	2.00	1.00
Assistant Director of Field Operations	0.00	1.00	1.00	0.00
Field Operations Assistant Director	0.00	0.00	0.00	1.00
Field Operations Director	0.00	1.00	1.00	1.00
Fleet Services Coordinator	0.00	0.00	1.00	1.00
Total Field Operations Administration	0.00	4.00	5.00	4.00
Total Field Operations	0.00	4.00	5.00	4.00
<u>Development Services</u>				
Planning				
Administrative Clerk	1.00	1.00	0.00	0.00
Development Services Technician	0.00	0.00	0.00	1.00
Planner I	2.00	2.00	1.00	2.00
Planner II	3.00	3.00	3.00	2.00
Planner III	1.00	0.00	0.00	0.00
Planning Manager	1.00	1.00	1.00	1.00
Senior Administrative Clerk	0.00	0.00	1.00	1.00
Senior Planner	0.00	1.00	1.00	1.00
Zoning Specialist	1.00	1.00	1.00	1.00
Total Planning	9.00	9.00	8.00	9.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Development Services</u>				
Building Services				
Administrative Secretary	1.00	1.00	0.00	0.00
Building Inspector	6.00	6.00	6.00	4.00
Chief Building Official	1.00	1.00	1.00	1.00
Permits Technician	1.00	1.00	0.00	0.00
Plans Examiner	1.00	1.00	1.00	1.00
Review Specialist	1.00	1.00	0.00	0.00
Senior Plans Examiner	0.00	0.00	1.00	1.00
Total Building Services	11.00	11.00	9.00	7.00
Development Services Center				
Development Services Representative	0.00	0.00	1.00	2.00
Development Services Supervisor	0.00	0.00	1.00	1.00
Development Services Technician	0.00	0.00	1.00	1.00
Permits Technician	0.00	0.00	1.00	0.00
Planning Technician	0.00	0.00	1.00	0.00
Total Development Services Center	0.00	0.00	5.00	4.00
Engineering Plan Review				
Engineering Plan Review Manager	0.00	0.00	1.00	1.00
Engineering Technician II	0.00	0.00	1.00	1.00
Landscape Architect	0.00	0.00	1.00	0.00
Plans Review Engineer	0.00	0.00	1.00	1.00
Total Engineering Plan Review	0.00	0.00	4.00	3.00
Development Svcs Administration				
Administrative Secretary	1.00	1.00	1.00	1.00
Development Services Director	0.00	0.00	1.00	1.00
Planning & Building Services Director	1.00	1.00	0.00	0.00
Total Development Svcs Administration	2.00	2.00	2.00	2.00
Total Development Services	22.00	22.00	28.00	25.00
<u>Long Range Planning</u>				
Long Range Planning Director	0.00	0.00	1.00	0.00
Total Long Range Planning	0.00	0.00	1.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Finance & Budget</u>				
Financial Services				
Accountant	1.00	2.00	2.00	3.00
Accounting Manager	1.00	1.00	1.00	1.00
Administrative Secretary	1.00	1.00	1.00	1.00
Controller	1.00	1.00	1.00	1.00
Finance & Budget Director	1.00	1.00	1.00	1.00
Privilege Tax Auditor	1.00	1.00	1.00	2.00
Rental Property Coordinator	0.00	1.00	0.00	0.00
Revenue Collector	1.00	1.00	1.00	1.00
Senior Account Clerk	4.50	4.50	6.50	5.50
Total Financial Services	11.50	13.50	14.50	15.50
Water Billing				
Account Clerk	4.00	4.00	1.00	0.00
Customer Service Manager	0.00	0.00	1.00	1.00
Customer Service Supervisor	1.00	1.00	1.00	1.00
Lead Utility Billing Clerk	0.00	1.00	0.00	0.00
Senior Account Clerk	3.00	4.00	6.00	7.00
Utility Customer Service Worker	0.00	1.00	1.00	1.00
Total Water Billing	8.00	11.00	10.00	10.00
Budget and Research				
Budget Analyst	1.00	2.00	2.00	2.00
Budget Manager	1.00	1.00	1.00	0.00
Buyer	0.00	1.00	1.00	0.00
CIP Budget Coordinator	1.00	0.00	0.00	0.00
Finance & Budget Assistant Director	0.00	0.00	0.00	1.00
Procurement Officer	1.00	1.00	1.00	1.00
Total Budget and Research	4.00	5.00	5.00	4.00
Total Finance & Budget	23.50	29.50	29.50	29.50

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Human Resources Department</u>				
Human Resources				
Administrative Secretary	1.00	0.00	0.00	0.00
Benefits Administrator	0.00	0.00	0.00	1.00
Benefits Manager	0.00	1.00	1.00	0.00
HR Assistant Director	1.00	1.00	1.00	1.00
Human Resources Analyst	1.00	2.00	2.00	1.00
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Technician	1.00	3.00	3.00	2.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
Senior HR Analyst	0.00	0.00	0.00	1.00
Total Human Resources	6.00	8.00	8.00	7.00
Organizational Training & Development				
Employee Development Coordinator	1.00	1.00	1.00	0.00
Total Organizational Training & Develo	1.00	1.00	1.00	0.00
Total Human Resources Department	7.00	9.00	9.00	7.00
<u>Engineering Department</u>				
Engineering				
Administrative Secretary	1.00	1.00	1.00	1.00
Assistant City Engineer - DPP	1.00	1.00	0.00	0.00
Budget Analyst	1.00	0.00	0.00	0.00
City Engineer	1.00	1.00	1.00	1.00
Construction Project Manager	1.00	1.00	1.00	1.00
Engineering Inspector	3.00	4.00	4.00	4.00
Engineering Project Manager	5.00	4.00	3.00	2.00
Engineering Tech Aide	2.00	0.00	0.00	0.00
Engineering Technician I	0.00	1.00	0.00	0.00
Engineering Technician II	0.00	2.00	0.00	0.00
Management Assistant	0.00	1.00	1.00	1.00
Senior Engineering Project Manager	0.00	0.00	1.00	1.00
Total Engineering	15.00	16.00	12.00	11.00
Traffic Engineering				
Traffic Engineer	0.00	1.00	1.00	1.00
Total Traffic Engineering	0.00	1.00	1.00	1.00
Total Engineering Department	15.00	17.00	13.00	12.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>City Clerk</u>				
City Clerk	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	0.00
Records Management Clerk	1.00	1.00	1.00	1.00
Senior Administrative Clerk	2.00	2.00	3.00	3.00
Total City Clerk	5.00	5.00	6.00	5.00
<u>Police</u>				
Police Administration				
Administrative Assistant to the Police Chief	0.00	1.00	1.00	1.00
Assistant Police Chief	1.00	1.00	1.00	1.00
Background Investigator	0.00	1.00	0.00	0.00
Overfill FTE	0.00	0.00	5.00	0.00
Police Chief	1.00	1.00	1.00	1.00
Police Crime Analyst	0.00	1.00	1.00	1.00
Policy & Procedure Analyst	0.00	1.00	0.00	0.00
Senior Management Assistant	1.00	1.00	1.00	1.00
Total Police Administration	3.00	7.00	10.00	5.00
Police-Community Services				
Community Service Supervisor	0.00	1.00	1.00	1.00
Education Specialist	1.00	1.00	1.00	0.00
Senior Administrative Clerk	0.00	0.00	1.00	1.00
Victim Crime Advocate	1.00	1.00	0.00	0.00
Total Police-Community Services	2.00	3.00	3.00	2.00
Police-Patrol Support				
Animal Control Officer	0.00	1.50	1.50	1.50
Park Ranger	2.00	3.00	3.00	3.00
Police Officer	2.00	0.00	0.00	0.00
Police Sergeant	1.00	1.00	1.00	1.00
Total Police-Patrol Support	5.00	5.50	5.50	5.50
Professional Standards Bureau				
Background Investigator	0.00	0.00	1.00	1.00
Police Officer	2.00	0.00	0.00	0.00
Police Sergeant	1.00	1.00	0.00	0.00
Policy & Procedure Analyst	0.00	0.00	1.00	0.00
Professional Standard Bureau Supervisor	0.00	0.00	0.00	1.00
Senior Administrative Clerk	0.00	1.00	1.00	1.00
Total Professional Standards Bureau	3.00	2.00	3.00	3.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Police</u>				
Police-Communications				
CAD-RMS Applications Administrator	0.00	0.00	0.00	1.00
Communications Manager	1.00	1.00	1.00	1.00
Communications Supervisor	0.00	2.00	3.00	3.00
Police Systems Administrator	0.00	0.00	1.00	0.00
Public Safety Dispatcher	13.00	13.00	13.00	12.00
Total Police-Communications	14.00	16.00	18.00	17.00
Police-Records				
Police Records Clerk	2.00	3.00	3.00	2.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
Total Police-Records	3.00	3.00	3.00	2.00
Police-Traffic				
Police Traffic Program Coordinator	0.00	0.00	0.00	1.00
Tow Coordinator	0.00	0.00	0.00	1.00
Total Police-Traffic	0.00	0.00	0.00	2.00
School Resource Detectives				
Police Officer	4.00	0.00	0.00	0.00
Total School Resource Detectives	4.00	0.00	0.00	0.00
Police--Detention Services				
Animal Control Officer	1.50	0.00	0.00	0.00
Detention Officer	2.00	3.00	3.00	3.00
Detention Supervisor	1.00	3.00	3.00	2.00
Total Police--Detention Services	4.50	6.00	6.00	5.00
Police--Patrol				
Administrative Secretary	1.00	1.00	1.00	1.00
Police Corporal	2.00	2.00	1.00	0.00
Police Lieutenant	1.00	1.00	2.00	2.00
Police Officer	33.00	35.00	39.00	46.00
Police Sergeant	6.00	6.00	7.00	11.00
Volunteer Coordinator	0.00	0.00	1.00	1.00
Total Police--Patrol	43.00	45.00	51.00	61.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Police</u>				
Police--Investigations				
Administrative Secretary	1.00	1.00	1.00	1.00
Identification Technician	1.00	1.00	1.00	1.00
Investigations Support Officer	1.00	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00	1.00
Police Officer	7.00	12.00	9.00	11.00
Police Sergeant	3.00	3.00	4.00	3.00
Property & Evidence Custodian	1.00	1.00	2.00	2.00
Total Police--Investigations	15.00	20.00	19.00	20.00
Tolleson Animal Control				
Animal Control Officer	0.50	0.50	0.50	0.50
Total Tolleson Animal Control	0.50	0.50	0.50	0.50
Avondale School Resource				
Police Officer	0.00	0.00	1.00	1.00
Total Avondale School Resource	0.00	0.00	1.00	1.00
Littleton School Resource				
Police Officer	2.00	2.00	2.00	0.00
Total Littleton School Resource	2.00	2.00	2.00	0.00
Police--Agua Fria School Resource				
Police Officer	1.00	1.00	1.00	1.00
Total Police--Agua Fria School Resourc	1.00	1.00	1.00	1.00
Tolleson Union School Resource				
Police Officer	2.00	2.00	2.00	2.00
Total Tolleson Union School Resource	2.00	2.00	2.00	2.00
Total Police	102.00	113.00	125.00	127.00
<u>City Court</u>				
Court				
Court Clerk I	0.50	0.50	0.50	2.00
Court Clerk II	2.00	2.00	3.00	2.00
Court Clerk III	3.00	3.00	3.00	3.00
Court Supervisor	1.00	1.00	1.00	1.00
Municipal Judge	1.00	1.00	1.00	1.00
Total Court	7.50	7.50	8.50	9.00
Court Security				
Court Security Officer	0.00	0.00	1.00	1.00
Total Court Security	0.00	0.00	1.00	1.00
Total City Court	7.50	7.50	9.50	10.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Fire</u>				
Fire--Community Services				
Administrative Clerk	1.00	0.00	0.00	0.00
Assistant Fire Marshall	0.00	0.00	1.00	1.00
Code Enforcement Officer	3.00	0.00	0.00	0.00
Emergency Management Coordinator	0.00	1.00	1.00	1.00
Fire Inspector	2.00	2.00	0.00	0.00
Fire Inspector II	0.00	0.00	3.00	2.00
Fire Marshall/Division Chief	1.00	0.00	0.00	0.00
Fire Plans Examiner	1.00	1.00	1.00	1.00
Neighborhood Preservation Tech	1.00	0.00	0.00	0.00
Public Education Specialist	1.00	1.00	1.00	1.00
Total Fire--Community Services	10.00	5.00	7.00	6.00
Fire--Administration				
Administrative Secretary	1.00	1.00	1.00	1.00
Fire Captain	0.00	1.00	0.00	0.00
Fire Chief	1.00	1.00	1.00	1.00
Total Fire--Administration	2.00	3.00	2.00	2.00
Fire--Intervention Services				
Administrative Secretary	0.00	0.00	1.00	0.00
Battalion Chief	0.00	0.00	1.00	1.00
Division Chief	1.00	2.00	1.00	1.00
Fire Captain	7.00	5.00	9.00	9.00
Fire Engineer	9.00	8.00	9.00	8.00
Firefighter	16.00	15.00	14.00	14.00
Total Fire--Intervention Services	33.00	30.00	35.00	33.00
Total Fire	45.00	38.00	44.00	41.00
<u>Economic Development</u>				
Economic Development Analyst	0.00	1.00	1.00	1.00
Economic Development Director	1.00	1.00	1.00	1.00
Research and Marketing Analyst	1.00	1.00	0.00	0.00
Revitalization Project Manager	0.00	0.00	1.00	1.00
Total Economic Development	2.00	3.00	3.00	3.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Parks, Recreation & Libraries</u>				
Grounds Maintenance				
Customer Service Assistant	0.00	4.00	5.00	5.00
Maintenance Worker	2.00	3.00	3.00	0.00
Parks Supervisor	0.00	0.00	1.00	1.00
Senior Maintenance Worker	5.00	6.00	6.00	6.00
Total Grounds Maintenance	7.00	13.00	15.00	12.00
Building Maintenance				
Building Maintenance Worker	0.00	0.00	1.00	1.00
Craftsperson	1.00	1.00	1.00	1.00
Custodian	5.00	5.00	3.00	3.00
Facilities Manager	1.00	1.00	1.00	1.00
Facilities Work Coordinator	0.00	0.00	0.00	1.00
Facility/Grounds Maintenance Superintendent	1.00	1.00	1.00	0.00
Total Building Maintenance	8.00	8.00	7.00	7.00
Social Services				
Administrative Secretary	1.00	0.00	0.00	0.00
Community Outreach Specialist	1.00	0.00	0.00	0.00
Senior Administrative Clerk	2.00	0.00	0.00	0.00
Social Services Supervisor	1.00	0.00	0.00	0.00
Total Social Services	5.00	0.00	0.00	0.00
Congregate Meals				
Senior Administrative Clerk	0.00	0.00	0.00	0.10
Total Congregate Meals	0.00	0.00	0.00	0.10
Home Delivered Meals				
Kitchen Assistant	0.00	0.50	0.50	0.50
Senior Administrative Clerk	0.00	0.00	0.00	0.80
Total Home Delivered Meals	0.00	0.50	0.50	1.30
MCSO				
Senior Administrative Clerk	0.00	0.00	0.00	0.10
Total MCSO	0.00	0.00	0.00	0.10
PRL Administration				
Administrative Secretary	0.00	1.00	1.00	1.00
Parks, Recreation & Libraries Assistant Director	0.00	1.00	1.00	1.00
Parks, Recreation & Libraries Director	0.00	1.00	1.00	1.00
Senior Administrative Clerk	0.00	1.00	1.00	0.00
Total PRL Administration	0.00	4.00	4.00	3.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Parks, Recreation & Libraries</u>				
Library - Old Town				
Associate Librarian	1.00	1.00	0.00	0.00
Community/Recreation Services Director	1.00	0.00	0.00	0.00
Librarian	1.00	1.00	1.00	1.00
Library Administrative Services Coordinator	0.00	0.00	1.00	1.00
Library Assistant	0.00	0.00	3.50	4.00
Library Attendant	3.00	2.50	0.00	0.00
Library Manager	0.00	1.00	1.00	1.00
Library Supervisor	1.00	1.00	0.00	0.00
Total Library - Old Town	7.00	6.50	6.50	7.00
Library - Civic Center				
Associate Librarian	0.00	2.00	2.00	2.00
Librarian	0.00	3.00	3.00	3.00
Library Assistant	0.00	3.00	3.00	2.50
Library Customer Service Supervisor	0.00	1.00	0.00	0.00
Library IT Support Specialist	0.00	1.00	1.00	1.00
Library Page	0.00	2.50	2.50	0.50
Library Page-County	0.00	0.00	0.00	2.00
Library Supervisor	0.00	0.00	1.00	1.00
Total Library - Civic Center	0.00	12.50	12.50	12.00
Recreation				
Parks, Recreation & Libraries Assistant Director	1.00	0.00	0.00	0.00
Recreation Coordinator	0.00	4.00	4.00	4.00
Recreation Specialist	3.00	0.00	0.00	0.00
Total Recreation	4.00	4.00	4.00	4.00
Total Parks, Recreation & Libraries	31.00	48.50	49.50	46.50
<u>Neighborhood & Family Services</u>				
Neighborhood and Family Services				
Administrative Secretary	0.00	0.00	0.00	1.00
Neighborhood & Family Services Director	0.00	1.00	1.00	1.00
Youth Development Coordinator	0.00	1.00	1.00	1.00
Total Neighborhood and Family Service	0.00	2.00	2.00	3.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
101 General Fund				
<u>Neighborhood & Family Services</u>				
Social Services				
Community Outreach Specialist	0.00	1.00	1.00	1.00
Community Relations Specialist	0.00	0.00	0.00	1.00
Senior Administrative Clerk	0.00	1.00	1.00	0.00
Social Services Manager	0.00	0.00	1.00	1.00
Social Services Supervisor	0.00	1.00	0.00	0.00
Total Social Services	0.00	3.00	3.00	3.00
Code Enforcement				
Administrative Secretary	0.00	1.00	1.00	1.00
Code Compliance Manager	0.00	1.00	1.00	1.00
Code Compliance Specialist	0.00	1.00	1.00	1.00
Code Enforcement Officer	0.00	4.00	4.00	4.00
Neighborhood Preservation Tech	0.00	1.00	1.00	1.00
Total Code Enforcement	0.00	8.00	8.00	8.00
Total Neighborhood & Family Services	0.00	13.00	13.00	14.00
Total General Fund	278.00	331.50	360.50	346.00
Special Revenue				
201 Highway User Revenue Fund				
<u>Field Operations</u>				
Streets				
Administrative Secretary	0.40	0.00	0.00	0.00
Assistant Director of Field Operations	0.20	0.00	0.00	0.00
Equipment Operator	5.00	5.00	5.00	5.00
Field Operations Director	0.20	0.00	0.00	0.00
Maintenance Worker	4.00	6.00	6.00	5.00
Pavement Management Technician	0.00	1.00	1.00	1.00
Senior Equipment Operator	1.00	1.00	1.00	2.00
Senior Maintenance Worker	2.00	0.00	0.00	0.00
Street Maintenance Supervisor	0.00	1.00	1.00	1.00
Street/Sanitation Superintendent	0.50	0.00	0.00	0.00
Total Streets	13.30	14.00	14.00	14.00
Total Field Operations	13.30	14.00	14.00	14.00
<u>Development Services</u>				
Engineering Plan Review				
Traffic Review Engineer	0.00	0.00	1.00	0.00
Total Engineering Plan Review	0.00	0.00	1.00	0.00
Total Development Services	0.00	0.00	1.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
201 Highway User Revenue Fund				
<u>Engineering Department</u>				
Traffic Engineering				
Assistant Traffic Engineer	0.00	0.00	1.00	1.00
Sign Technician	0.00	2.00	0.00	0.00
Signal Technician	1.00	3.00	1.00	1.00
Streetlight Technician	0.00	0.00	2.00	2.00
Traffic Engineering Technician	1.00	1.00	1.00	0.00
Traffic Operations Supervisor	0.00	0.00	0.00	1.00
Traffic Operations Technician	0.00	0.00	2.00	2.00
Total Traffic Engineering	2.00	6.00	7.00	7.00
Total Engineering Department	2.00	6.00	7.00	7.00
202 Senior Nutrition				
<u>Parks, Recreation & Libraries</u>				
Congregate Meals				
Cook	2.00	2.00	1.00	1.50
Neighborhood Outreach Coordinator	1.00	1.00	0.00	0.00
Recreation Specialist	0.00	0.00	0.00	0.25
Senior Center Aide	1.00	1.00	0.30	0.75
Social Services Coordinator	0.00	0.00	0.30	0.00
Total Congregate Meals	4.00	4.00	1.60	2.50
Home Delivered Meals				
Cook	0.00	0.00	1.00	0.50
HDM Driver	0.00	0.00	0.00	1.00
Total Home Delivered Meals	0.00	0.00	1.00	1.50
MCSO				
Recreation Specialist	0.00	0.00	0.00	0.75
Senior Center Aide	0.00	0.00	0.70	0.25
Social Services Coordinator	0.00	0.00	0.70	0.00
Total MCSO	0.00	0.00	1.40	1.00
Total Parks, Recreation & Libraries	4.00	4.00	4.00	5.00
203 Community Action Program				
<u>Parks, Recreation & Libraries</u>				
Community Action Program				
Social Services Coordinator	3.00	0.00	0.00	0.00
Total Community Action Program	3.00	0.00	0.00	0.00
Total Parks, Recreation & Libraries	3.00	0.00	0.00	0.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
203 Community Action Program				
<u>Neighborhood & Family Services</u>				
Community Action Program				
Neighborhood Outreach Coordinator	0.00	0.00	1.00	1.00
Social Services Coordinator	0.00	3.00	2.00	2.00
Total Community Action Program	0.00	3.00	3.00	3.00
Total Neighborhood & Family Services	0.00	3.00	3.00	3.00
215 Transit Fund				
<u>City Administration</u>				
Transit Operations				
Management Assistant	0.00	0.00	0.00	1.00
Transit Coordinator	0.00	1.00	1.00	0.00
Total Transit Operations	0.00	1.00	1.00	1.00
Total City Administration	0.00	1.00	1.00	1.00
224 COPS Universal Hiring Fund				
<u>Police</u>				
Police--Patrol				
Police Officer	3.00	3.00	0.00	0.00
Total Police--Patrol	3.00	3.00	0.00	0.00
Total Police	3.00	3.00	0.00	0.00
225 Voca Crime Victim Advocate				
<u>Police</u>				
Victim's Assistance Grant				
Crime Victim Advocate	1.00	1.00	1.00	1.00
Total Victim's Assistance Grant	1.00	1.00	1.00	1.00
Total Police	1.00	1.00	1.00	1.00
229 Regional Family Advocacy				
<u>Police</u>				
Regional Family Advocacy Center				
Administrative Secretary	0.00	0.00	0.00	1.00
FAC Manager	0.00	0.00	0.00	1.00
IT Desktop Technician II	0.00	0.00	0.00	1.00
Total Regional Family Advocacy Center	0.00	0.00	0.00	3.00
Total Police	0.00	0.00	0.00	3.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
235 Public Safety Dedicated Sales Tax				
<u>Police</u>				
Police Administration				
Administrative Assistant to the Police Chief	1.00	0.00	0.00	0.00
Internal Affairs Investigator	1.00	1.00	1.00	1.00
Police Crime Analyst	1.00	0.00	0.00	0.00
Police Officer	0.00	1.00	0.00	0.00
Policy & Procedure Analyst	1.00	0.00	0.00	0.00
Public Information Officer	1.00	0.00	0.00	0.00
Total Police Administration	5.00	2.00	1.00	1.00
Police-Community Services				
Community Service Supervisor	1.00	0.00	0.00	0.00
Total Police-Community Services	1.00	0.00	0.00	0.00
Professional Standards Bureau				
Senior Administrative Clerk	1.00	0.00	0.00	0.00
Total Professional Standards Bureau	1.00	0.00	0.00	0.00
Police-Communications				
Communications Supervisor	1.00	0.00	0.00	0.00
Public Safety Dispatcher	2.00	2.00	2.00	2.00
Total Police-Communications	3.00	2.00	2.00	2.00
Police-Records				
Police Records Clerk	0.00	1.00	1.00	1.00
Police Records Supervisor	1.00	1.00	1.00	1.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
Total Police-Records	2.00	2.00	2.00	2.00
Police-Traffic				
Police Officer	5.00	5.00	5.00	5.00
Police Sergeant	1.00	1.00	1.00	1.00
Total Police-Traffic	6.00	6.00	6.00	6.00
Police--Detention Services				
Detention Officer	3.00	3.00	3.00	3.00
Total Police--Detention Services	3.00	3.00	3.00	3.00
Police--Patrol				
Community Service Officer	1.00	1.00	1.00	1.00
Police Aide	0.00	0.00	1.00	0.00
Police Lieutenant	2.00	2.00	2.00	2.00
Police Officer	7.00	13.00	16.00	16.00
Police Traffic Program Coordinator	0.00	0.00	0.00	1.00
Total Police--Patrol	10.00	16.00	20.00	20.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
235 Public Safety Dedicated Sales Tax				
<u>Police</u>				
Police--Investigations				
Police Officer	2.00	2.00	2.00	2.00
Total Police--Investigations	2.00	2.00	2.00	2.00
Total Police	33.00	33.00	36.00	36.00
<u>City Court</u>				
Court				
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk I	1.00	2.00	2.00	2.00
Court Collections Specialist	1.00	1.00	1.00	1.00
Total Court	3.00	4.00	4.00	4.00
Total City Court	3.00	4.00	4.00	4.00
<u>Fire</u>				
Fire--Community Services				
Code Compliance Manager	1.00	0.00	0.00	0.00
Code Compliance Specialist	1.00	0.00	0.00	0.00
Code Enforcement Officer	1.00	0.00	0.00	0.00
Fire Marshall/Division Chief	1.00	1.00	1.00	1.00
Volunteer Coordinator	0.00	0.00	1.00	0.00
Total Fire--Community Services	4.00	1.00	2.00	1.00
Fire--Administration				
Assistant Fire Chief	1.00	1.00	1.00	0.00
Volunteer Coordinator	0.50	1.00	0.00	0.00
Total Fire--Administration	1.50	2.00	1.00	0.00
Fire--Professional Development				
Training Officer/Division Chief	0.00	1.00	1.00	1.00
Total Fire--Professional Development	0.00	1.00	1.00	1.00
Fire--Intervention Services				
Battalion Chief	1.00	1.00	1.00	1.00
Fire Captain	3.00	4.00	3.00	4.00
Fire Engineer	3.00	4.00	3.00	3.00
Firefighter	5.00	6.00	8.00	9.00
Training Officer/Division Chief	1.00	0.00	0.00	0.00
Total Fire--Intervention Services	13.00	15.00	15.00	17.00
Total Fire	18.50	19.00	19.00	19.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
240 CDBG				
<u>Neighborhood & Family Services</u>				
Neighborhood and Family Services				
CDBG Program Manager	0.00	1.00	1.00	1.00
Total Neighborhood and Family Service	0.00	1.00	1.00	1.00
Total Neighborhood & Family Services	0.00	1.00	1.00	1.00
Total Special Revenue	80.80	89.00	91.00	94.00
Enterprise				
501 Avondale Water				
<u>Water Resources</u>				
Water Operations				
Cross Connection Control Specialist	0.00	0.00	0.00	1.00
Operation and Service Manager - Water Distribution	1.00	1.00	1.00	1.00
Preventative Maintenance Technician	0.00	1.00	1.00	1.00
Senior Equipment Operator	0.00	1.00	0.00	0.00
Senior Utility Customer Service Worker	1.00	1.00	1.00	1.00
Senior Utility Operator	2.00	2.00	3.00	3.00
Utilities Location Specialist	1.00	0.00	0.00	0.00
Utility Customer Service Worker	5.00	6.00	6.00	6.00
Utility Location Specialist	1.00	1.00	1.00	0.00
Utility Operator	6.00	7.00	7.00	7.00
Water / Well Production Supervisor	0.00	0.00	0.00	1.00
Water Distribution Foreman	0.00	0.00	1.00	0.00
Water Quality Specialist	1.00	1.00	1.00	1.00
Total Water Operations	18.00	21.00	22.00	22.00
Water Administration				
Administrative Secretary	0.50	0.50	0.50	0.50
Management Assistant	0.50	0.50	0.50	0.00
Project Manager	0.00	0.50	0.50	0.00
Senior Administrative Clerk	0.50	0.50	0.50	0.50
Utilities Director	0.50	0.00	0.00	0.00
Water Operations Superintendent	1.00	1.00	1.00	1.00
Water Quality & Regulatory Compliance Manager	0.00	0.00	0.00	0.50
Water Resources Assistant Director	0.00	0.00	0.00	0.50
Water Resources Director	0.00	0.50	0.50	0.50
Water Resources Project Manager	0.00	0.00	0.00	0.50
Water Resources Project Manager	0.00	0.00	0.00	0.50
Total Water Administration	3.00	3.50	3.50	4.50

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
501 Avondale Water				
<u>Water Resources</u>				
<u>GIS and Land Services</u>				
GIS Analyst	0.00	0.00	1.00	1.00
GIS Manager	1.00	1.00	1.00	1.00
GIS/GPS Technician II	1.00	1.00	1.00	1.00
SCADA Programmer	0.00	1.00	0.00	0.00
Utility Location Specialist	0.00	0.00	0.00	1.00
Total GIS and Land Services	2.00	3.00	3.00	4.00
Water Conservation and Education Specialist	1.00	1.00	1.00	1.00
Water Resources Coordinator	0.00	0.00	1.00	1.00
Water Resources Manager	1.00	1.00	1.00	1.00
Total Water Resources	2.00	2.00	3.00	3.00
<u>Wetlands Treatment</u>				
Senior Water Recharge & Wetlands Operator	1.00	1.00	1.00	1.00
Water Recharge & Wetlands Operator	0.00	2.00	2.00	2.00
Total Wetlands Treatment	1.00	3.00	3.00	3.00
<u>Water Maintenance</u>				
Operation and Service Manager - Water Production	1.00	1.00	0.00	0.00
Utilities Water Treatment Operator	1.00	1.00	1.00	0.00
Utility Maintenance Mechanic	2.00	2.00	2.00	2.00
Utility Maintenance Technician	2.00	2.00	2.00	2.00
Water Production Foreman	0.00	0.00	1.00	1.00
Water Treatment Operator	0.00	0.00	0.00	1.00
Total Water Maintenance	6.00	6.00	6.00	6.00
<i>Total Water Resources</i>	32.00	38.50	40.50	42.50
503 Avondale Wastewater				
<u>Water Resources</u>				
<u>Wastewater Collection</u>				
Operations and Service Manager - Collections	0.00	0.00	0.00	1.00
Senior Utility Operator	0.00	0.00	2.00	2.00
Senior Water Resources Operator	0.00	0.00	0.00	1.00
Utility Field Foreman	1.00	1.00	1.00	0.00
Utility Operator	4.00	4.00	2.00	2.00
Water Resources Mechanic	0.00	0.00	0.00	1.00
Water Resources Operator	0.00	0.00	0.00	1.00
Total Wastewater Collection	5.00	5.00	5.00	8.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
503 Avondale Wastewater				
<u>Water Resources</u>				
Wastewater Administration				
Administrative Secretary	0.50	0.50	0.50	0.50
Management Assistant	0.50	0.50	0.50	0.00
Project Manager	0.00	0.50	0.50	0.00
Senior Administrative Clerk	0.50	0.50	0.50	0.50
Utilities Director	0.50	0.00	0.00	0.00
Water Quality & Regulatory Compliance Manager	0.00	0.00	0.00	0.50
Water Resources Assistant Director	0.00	0.00	0.00	0.50
Water Resources Director	0.00	0.50	0.50	0.50
Water Resources Project Manager	0.00	0.00	0.00	0.50
Water Resources Project Manager	0.00	0.00	0.00	0.50
Total Wastewater Administration	2.00	2.50	2.50	3.50
Wastewater Treatment Plant				
Chief Wastewater Plant Operator	0.00	1.00	1.00	1.00
Operations Manager-Environmental Services	1.00	1.00	0.00	0.00
Pretreatment and Laboratory Coordinator	1.00	1.00	1.00	1.00
Senior Wastewater Treatment Plant Operator	2.00	2.00	1.00	0.00
Senior Water Resource Mechanic	0.00	0.00	0.00	1.00
Utility Maintenance Mechanic	0.00	0.00	0.00	1.00
Utility Maintenance Worker	1.00	1.00	1.00	0.00
Wastewater Treatment Plant Operator	3.00	3.00	5.00	4.00
Water Resources Mechanic	0.00	0.00	0.00	1.00
Total Wastewater Treatment Plant	8.00	9.00	9.00	9.00
Total Water Resources	15.00	16.50	16.50	20.50

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
520 Sanitation				
<u>Field Operations</u>				
Solid Waste				
Administrative Secretary	1.30	0.00	0.00	0.00
Assistant Director of Field Operations	0.65	0.00	0.00	0.00
Equipment Operator	8.00	9.00	8.00	10.00
Field Operations Director	0.65	0.00	0.00	0.00
Senior Equipment Operator	2.00	2.00	3.00	2.00
Senior Maintenance Worker	1.00	1.00	0.00	0.00
Service Assistant	0.00	0.00	1.00	1.00
Solid Waste Inspector	0.00	1.00	0.00	0.00
Solid Waste Inspector/Coordinator	1.00	1.00	0.00	0.00
Solid Waste Supervisor	1.00	1.00	1.00	1.00
Street/Sanitation Superintendent	0.50	0.00	0.00	0.00
Total Solid Waste	16.10	15.00	13.00	14.00
Sanitation-Uncontained				
Equipment Operator	2.00	3.00	4.00	1.00
Field Operations Supervisor	1.00	0.00	0.00	0.00
Maintenance Worker	1.00	0.00	0.00	0.00
Senior Equipment Operator	1.00	1.00	1.00	3.00
Total Sanitation-Uncontained	5.00	4.00	5.00	4.00
Education and Enforcement				
Solid Waste Inspector	0.00	0.00	2.00	1.00
Solid Waste Inspector/Coordinator	0.00	0.00	0.00	1.00
Total Education and Enforcement	0.00	0.00	2.00	2.00
Total Field Operations	21.10	19.00	20.00	20.00
Total Enterprise	68.10	74.00	77.00	83.00
Internal Service				
605 Risk Management Fund				
<u>City Administration</u>				
Risk Management Operations				
Risk Management Claims Analyst	0.00	0.00	0.00	1.00
Risk Manager	1.00	1.00	1.00	1.00
Safety and Risk Coordinator	1.00	1.00	1.00	0.00
Total Risk Management Operations	2.00	2.00	2.00	2.00
Total City Administration	2.00	2.00	2.00	2.00

Schedule of Authorized Positions

Position-Title	Authorized 2005-2006	Authorized 2006-2007	Authorized 2007-2008	Authorized 2008-2009
606 Fleet Services Fund				
<u>Field Operations</u>				
Fleet Services				
Administrative Secretary	0.30	0.00	0.00	0.00
Assistant Director of Field Operations	0.15	0.00	0.00	0.00
Automotive Equipment Mechanic	6.00	5.00	5.00	5.00
Equipment Parts Specialist	1.00	1.00	1.00	1.00
Field Operations Director	0.15	0.00	0.00	0.00
Fleet Services Coordinator	1.00	1.00	0.00	0.00
Fleet Services Supervisor	1.00	1.00	1.00	1.00
Parts Warehouse/Service Assistant	0.00	1.00	1.00	0.00
Public Safety Equipment Mechanic	1.00	1.00	1.00	1.00
Total Fleet Services	10.60	10.00	9.00	8.00
<i>Total Field Operations</i>	10.60	10.00	9.00	8.00
Total Internal Service	12.60	12.00	11.00	10.00
Total Authorized Full-Time Equivalents	439.50	506.50	539.50	533.00

Supplemental Summary

FY 2008-2009

Department/Division/FTE				Description	Ongoing	Onetime	Total
101 General Fund							
City Council							
City Council							
101	5000	-	Mayor Board Seat Funding	5,000	-	5,000	
0.0 Total City Council				5,000	-	5,000	
Non-Departmental							
Non-Departmental							
101	5300	-	I-10 Aesthetics	-	228,000	228,000	
		-	Family Advocacy Center	60,260	7,850	68,110	
0.0 Total Non-Departmental				60,260	235,850	296,110	
Finance & Budget							
Financial Services							
101	5600	1.0	Sales Tax Auditor	82,110	8,550	90,660	
		-	Increase in Audit Fees	11,000	-	11,000	
		1.0	Grant Accountant	75,820	8,550	84,370	
Water Billing							
101	5630	-	Increase in Utility Billing Printing	8,000	-	8,000	
		-	Internet Payment Fees*	12,000	-	12,000	
2.0 Total Finance & Budget				188,930	17,100	206,030	
Police							
Police Administration							
101	6110	-	Increase in MCSO Jail Fees	24,000	-	24,000	
Professional Standards Bureau							
101	6115	-	Patrol Rifle Program	4,800	-	4,800	
		-	Firearm Training Supplies	42,940	-	42,940	
Police-Traffic							
101	6119	1.0	Tow Coordinator Position	96,970	-	96,970	
Police--Patrol							
101	6174	10.0	Additional Public Safety Staff	977,910	245,700	1,223,610	
		-	Temporary Range Master Position	-	46,420	46,420	
		-	SWAT Ammo	10,000	-	10,000	
11.0 Total Police				1,156,620	292,120	1,448,740	
City Court							
Court							
101	6200	1.0	Additional Court Clerk	44,000	-	44,000	
1.0 Total City Court				44,000	-	44,000	
Fire							
Fire--Professional Development							
101	6325	-	Regional Training Center Operating Costs	15,000	-	15,000	
Fire--Intervention Services							
101	6330	-	Phoenix Fire Department Dispatch Fees Increase	37,000	-	37,000	

Supplemental Summary

FY 2008-2009

Department/Division/FTE			Description	Ongoing	Onetime	Total
Fire						
0.0	Total Fire			52,000	-	52,000
Economic Development						
Economic Development						
101	6700	-	Economic Opportunities	-	500,000	500,000
		-	Special Marketing Events/Fiesta Bowl, NASCAR	-	25,000	25,000
		-	SW Valley Chamber of Commerce - Investment	-	18,000	18,000
0.0	Total Economic Development			-	543,000	543,000
Parks, Recreation & Libraries						
Grounds Maintenance						
101	5220	-	Work order & Asset management system licenses	4,000	-	4,000
Building Maintenance						
101	5420	-	Work order & Asset management system licenses	8,000	-	8,000
		-	Sewer Budget increase	4,000	-	4,000
		-	Additional Building Alarm Monitoring	1,000	-	1,000
0.0	Total Parks, Recreation & Libraries			17,000	-	17,000
Neighborhood & Family Services						
Code Enforcement						
101	7505	-	Code Enforcement Program Augmentation	5,000	80,000	85,000
0.0	Total Neighborhood & Family Services			5,000	80,000	85,000
14.0	Total Requests General Fund			1,528,810	1,168,070	2,696,880
201 Highway User Revenue Fund						
Engineering Department						
Traffic Engineering						
201	5925	-	Traffic Signal Supplies	20,000	-	20,000
		-	Increase in Electricity Costs	20,000	-	20,000
		-	Infor Asset and Work Order Mgmt Maintenance	8,000	-	8,000
0.0	Total Engineering Department			48,000	-	48,000
0.0	Total Requests Highway User Revenue Fund			48,000	-	48,000
202 Senior Nutrition						
Parks, Recreation & Libraries						
Recreation						
202	8125	1.0	HDM Driver	32,720	-	32,720
1.0	Total Parks, Recreation & Libraries			32,720	-	32,720
1.0	Total Requests Senior Nutrition			32,720	-	32,720
229 Regional Family Advocacy						
Police						
Regional Family Advocacy Center						
229	6111	1.0	Family Advocacy Center	180,770	23,550	204,320
1.0	Total Police			180,770	23,550	204,320

Supplemental Summary

FY 2008-2009

Department/Division/FTE		Description	Ongoing	Onetime	Total
1.0		Total Requests Regional Family Advocacy	180,770	23,550	204,320
235 Public Safety Dedicated Sales Tax					
Police					
Police--Patrol					
235	6174	- FTO Assignment Pay 5% for 8th Position	5,100	-	5,100
0.0		Total Police	5,100	-	5,100
0.0		Total Requests Public Safety Dedicated Sales	5,100	-	5,100
501 Avondale Water					
Water Resources					
Water Operations					
501	9100	- Water Meter Replacement	-	225,000	225,000
1.0		Cross Connection Control Specialist	85,060	31,500	116,560
		- Training Increase	13,000	-	13,000
		- Hydraulic Saw	-	8,000	8,000
Water Administration					
501	9110	0.5 Water Quality & Regulatory Compliance Manager	50,940	20,500	71,440
		- SCADA Annual Support	12,500	-	12,500
		0.5 Water Resources Project Manager	55,430	16,780	72,210
		- Emergency Preparedness Tabletop Exercise	-	10,000	10,000
Water Resources					
501	9112	- Water Purchases	200,000	-	200,000
Wetlands Treatment					
501	9119	- Water Control Structure Modifications	-	175,000	175,000
Water Maintenance					
501	9122	- Electricity Increase - New Well Infrastructure	40,000	-	40,000
2.0		Total Water Resources	456,930	486,780	943,710
2.0		Total Requests Avondale Water	456,930	486,780	943,710

503 Avondale Wastewater

Water Resources

Wastewater Collection

503	9200	1.0	Water Resources Mechanic	66,760	24,600	91,360
		1.0	Senior Water Resources Operator	67,360	600	67,960
		1.0	Water Resources Operator	62,800	-	62,800
		-	Vactor Truck (Sewer Cleaning Truck)	57,270	307,500	364,770
		-	Lift Station Pump Replacement Program	-	75,000	75,000

Wastewater Administration

503	9210	0.5	Water Quality & Regulatory Compliance Manager	57,940	17,370	75,310
		-	SCADA Annual Support	12,500	-	12,500
		0.5	Water Resources Project Manager	62,430	16,780	79,210

Supplemental Summary

FY 2008-2009

Department/Division/FTE	Description	Ongoing	Onetime	Total
Water Resources				
503	9210 - Emergency Preparedness Tabletop Exercise	-	10,000	10,000
Wastewater Treatment Plant				
503	9230 - Trailer Pump	-	40,000	40,000
	- Centrifuge Rebuild	-	20,000	20,000
	- Treatment Process Chemicals	66,000	-	66,000
	- Gas Detector Instrument	-	12,000	12,000
	4.0 Total Water Resources	453,060	523,850	976,910
	4.0 Total Requests Avondale Wastewater	453,060	523,850	976,910
Count:	56 22.0 Grand Totals	2,705,390	2,202,250	4,907,640