

CITY COUNCIL AGENDA

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

REGULAR MEETING
January 5, 2009
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 2792-109 - In Recognition of Council Member Chuck Wolf

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

Goal setting retreat of December 6, 2008
Special Meeting of December 8, 2008
Special Meeting of December 17, 2008

b. APPROPRIATION TRANSFER FOR THE PURCHASE OF REAL PROPERTY

City Council will consider a request to approve an appropriation transfer from fund 320 - Improvement Districts to fund 101 - General fund, in the amount of \$350,000 to finalize the purchase of real property located at the Southwest corner of Dysart and Western Ave. The Council will take appropriate action.

c. FINAL CONDOMINIUM PLAT APPROVAL - PETE & MAC'S PET MEDICAL CENTER (FP-08-8)

City Council will consider a request from Ms. Heidi Kimzey Short of Fennemore Craig PC on behalf of the J. Walters Constructions Company, Inc. for approval of a Final Condominium Plan for Pete and Mac's Pet Medical Center, 2.18 acres of land located south of the southwest corner of McDowell Road and Rancho Santa Fe Blvd. The Council will take appropriate action.

d. PROFESSIONAL SERVICE AGREEMENT SECOND AMENDMENT SOMERSET LANDSCAPE SERVICES

City Council will consider a request to approve the second amendment to the Professional Services Agreement with Somerset Landscape Maintenance to provide additional landscaping services in the amount of \$160,488 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

- e. **PROFESSIONAL SERVICES AGREEMENT - BLUCOR CONTRACTING FOR THE CONSTRUCTION OF THE VAN BUREN WATERLINE AND RELATED IMPROVEMENTS**
City Council will consider a request to approve a Professional Services Agreement with BluCor Contracting for construction services for the Van Buren Waterline and Related Improvements, in the amount not to exceed \$823,600, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- f. **RESOLUTION 2798-109 - IGA BETWEEN ARIZONA DEPARTMENT OF HOMELAND SECURITY AND AVONDALE FIRE DEPARTMENT FOR THE PHOENIX URBAN AREA CITIZEN CORPS DEPLOYMENT AGREEMENT**
City Council will consider a Resolution approving an IGA between Arizona Department of Homeland Security and Avondale Fire Department in the amount of \$14,450.00 for the Phoenix Urban Area Citizen Corps Deployment Agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- g. **RESOLUTION 2797-109 - IGA BETWEEN ARIZONA DEPARTMENT OF HOMELAND SECURITY AND AVONDALE FIRE DEPARTMENT FOR THE PHOENIX URBAN AREA VOLUNTEER RECEPTION CENTER AGREEMENT**
City Council will consider a Resolution approving an agreement between Arizona Department of Homeland Security and Avondale Fire Department in the amount of \$16,030.00 for the Phoenix Urban Area Volunteer Reception Center Agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- h. **RESOLUTION 2796-109 - IGA BETWEEN ARIZONA DEPARTMENT OF HOMELAND SECURITY AND AVONDALE FIRE DEPARTMENT FOR THE UASI ASSESSMENT TEAMS – TERRORISM LIAISON OFFICER AGREEMENT**
City Council will consider a Resolution approving an IGA between Arizona Department of Homeland Security and Avondale Fire Department in the amount of \$4,000.00 for the UASI Assessment Teams – Terrorism Liaison Officer and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- i. **RESOLUTION 2794-109 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR FOR FY2008/2009 TRANSIT SERVICES**
City Council will consider a resolution approving an Intergovernmental Agreement with the City of Goodyear for FY 2008/2009 Transit Services and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents. The Council will take appropriate action.
- j. **RESOLUTION 2795-109 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON FOR FY2008/2009 TRANSIT SERVICES**
City Council will consider a Resolution approving an Intergovernmental Agreement with the City of Tolleson for FY 2008/2009 Transit Services and authorize the Mayor or City Manager and the City Clerk to execute all the necessary documents. The Council will take appropriate action.
- k. **RESOLUTION 2791-109 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE TO PROVIDE SECURITY AT THE ARIZONA SPORTS AND TOURISM AUTHORITY STADIUM**
City Council will consider a Resolution authorizing an Intergovernmental Agreement with the City of Glendale to provide security services for the Arizona Sports and Tourism Authority Stadium in Glendale and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- l. **ORDINANCE 1341-109 - MCDOWELL ROAD ROW DEDICATION**
City Council will consider an ordinance accepting the dedication of right-of-way from the owner of Ashton Pointe for the future widening of McDowell Road and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. ORDINANCE NO. 1340-109 - PURCHASE OF REAL PROPERTY AT 323 E. HILL DRIVE

City Council will consider an ordinance authorizing the purchase of real property located at 323 E Hill Drive for an amount of \$5,000 plus closing costs and authorize the Mayor or City Manger and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSION AND COMMITTEES AND TO THE POSITIONS OF CHAIR AND VICE CHAIR OF THE PLANNING COMMISSION

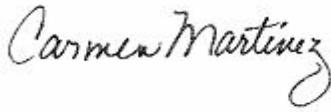
City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and appoint two members to serve as Chair and Vice Chair of the Planning Commission. The Council will take appropriate action.

6 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.
- b. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding a potential economic development agreement.

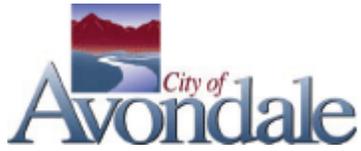
7 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
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 2792-109 - In Recognition of
Councilmember Chuck Wolf

MEETING DATE:

January 5, 2009

TO: Mayor and Council

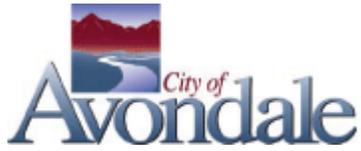
FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

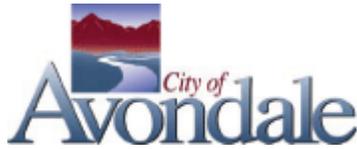
MEETING DATE:
January 5, 2009

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

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Appropriation Transfer for the purchase of real property

MEETING DATE:

January 5, 2009

TO: Mayor and Council

FROM: Kevin Artz, Finance and Budget Director (623) 333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To request that Council approve an appropriation transfer from fund 320 - Improvement Districts to fund 101 - General fund, in the amount of \$350,000.

DISCUSSION:

On February 21, 2006, Council adopted Ordinance 1171-206, authorizing the City to acquire real property located on the southwest corner of Dysart and Western Ave. The property acquisition was completed in December 2008.

The Council report identified that Contingency funds would be used to purchase the property. For fiscal year 2009, the Contingency fund has been fully expended. Therefore, it is necessary to identify another source of appropriations for the property acquisition.

Staff has determined that there are available appropriation in the Improvement District Fund (320). Staff is requesting that the appropriations be transferred from fund 320 to fund 101 (General Fund). The cash for the purchase will come from the General Fund and will be a reduction to Fund Balance.

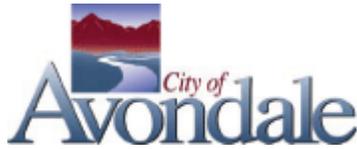
RECOMMENDATION:

Staff recommends that Council authorize the transfer of appropriations from fund 320 - Improvement Districts to fund 101 (General Fund), to finalize the purchase of real property located at the Southwest corner of Dysart and Western Ave.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



DEVELOPMENT SERVICES

SUBJECT:

Final Condominium Plat Approval - Pete & Mac's
Pet Medical Center (FP-08-8)

MEETING DATE:

January 5, 2009

TO: Mayor and Council

FROM: Brian Berndt, Development Services Director (623) 333-4017

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Final Condominium Plat Approval for Pete & Mac's Pet Medical Center

PARCEL SIZE: 2.18 acres

LOCATION: South of the Southwest Corner of McDowell Road and Rancho Santa Fe Boulevard (Exhibits A and B)

APPLICANT: Ms. Heidi Kimzey Short, Fennemore Craig PC (602) 916-5694

OWNER: Mr. Eric Falbe for J. Walters Construction Company, Inc. (913) 262-6685

BACKGROUND:

The property was annexed in 1964 and zoned to its current designation of C-2 (Community Commercial) on December 30, 1996. The property is designated as Freeway Commercial by the General Plan land use map.

A final plat which created this parcel (WAM Enterprises) was approved by the City Council on January 16, 2007.

A Conditional Use Permit to allow three pet related businesses to operate on the subject property was approved by the City Council on November 19, 2007. The three businesses include a pet boarding and day care facility (Pete & Mac's), an emergency animal clinic, and an animal eye care specialist. The final site plan (Exhibit D) and building elevations for the project were approved administratively on November 20, 2007.

The building shell received its Certificate of Completion on December 16, 2008; the exterior of the building has been completed (Exhibit E). Tenant improvement plans for the interior spaces are currently under review by staff.

SUMMARY OF REQUEST:

1. The applicant is proposing to subdivide the airspace within the building into 3 individual units (Exhibit F). Following approval of this request, the units may be sold independently of one another to their future tenants.
2. Each unit is defined by the plat, as follows:
 - The vertical boundaries of each unit are the interior surfaces of that unit's perimeter walls.

- The lower horizontal boundary of each unit is the upper surface of the concrete slab sub-floor.
 - The upper horizontal boundary of each unit is the plane formed by the bottom surface of the roof trusses of the building.
3. The condominium units will range in area from 11,682 square feet (Unit 1 - Pete & Mac's Pet Boarding and Day Care) to 2,971 square feet (Unit 2 – Eye Care for Animals). Unit 3, designated for use as an emergency animal care clinic, is 7,448 square feet in area.
 4. Portions of the site and building not defined as part of Units 1, 2, or 3 are designated as common elements. These common elements include, but are not limited to, the underlying land on which the building is located, exterior and load bearing walls, roofs, drive aisles and parking spaces, landscape and retention areas, and interior hallways which provide cross access between units. A Condominium Owner's Association will be responsible for maintaining, repairing, and improving all common elements. Each owner will contribute proportionally based on the square footage of the unit.
 5. The plat also designates certain areas as "limited common elements." Limited common elements are areas which do not fall within the defined boundaries of a unit, however they exist with the sole purpose of serving a particular unit. Examples of such limited common elements include monument sign panels, the outdoor play area, and any ducts, pipes, or other conduit which serve a specific unit, amongst other things. Maintenance and upkeep for these limited common elements will be the responsibility of the unit to which these features serve; for instance the pet boarding facility will be responsible for maintenance of the outdoor play area.
 6. A Condominium Declaration will be recorded concurrently with the plat. The Condominium Declaration elaborates on the responsibilities of each unit owner as well as the responsibilities of the Association.
 7. No dedication of right-of-way is being requested with this plat application.
 8. A Preliminary Plat is not required for commercial subdivisions.

PARTICIPATION:

Public notifications and public hearings are not required for final plats.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plats.

ANALYSIS:

- The plat has been reviewed for accuracy and all dimensions close.
- The proposed condominium plat is consistent with the General Plan designation of Freeway Commercial and C-2 (Community Commercial) zoning district.
- The proposed plat is consistent with the approved site plan and conditional use permit for the Pete & Mac's development.
- The plat is in conformance with the City of Avondale Subdivision Regulations.

FINDINGS:

The proposed final plat meets the following findings:

- It is in conformance with the General Plan.
- It is in conformance with the Zoning Ordinance.

- It is in conformance with the City's Subdivision Regulations.
- It is in conformance with the approved conditional use permit application (CU-07-5) and final site plan application (DR-07-7) for the Pete & Mac's development.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the proposed final plat subject to the following stipulations:

1. The recorded plat shall be in conformance with the "Pete and Mac's Condominium Project" final condominium plat date stamped December 22, 2008.
2. The Final Condominium Plat and Condominium Declaration shall be recorded concurrently.

PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** application FP-08-8, a request for final condominium plat approval for Pete & Mac's, subject to the two stipulations recommended by staff.

ATTACHMENTS:

Click to download

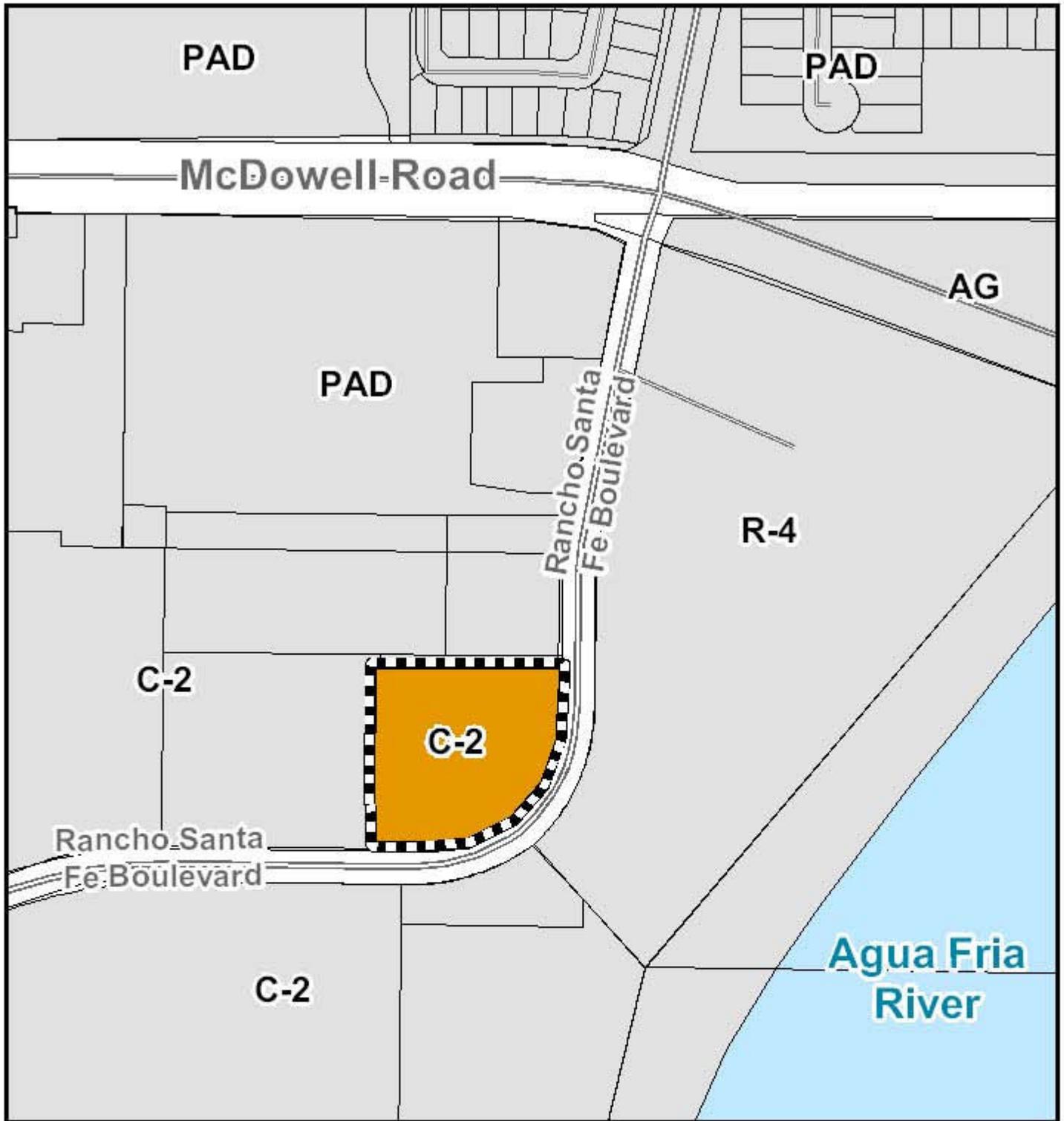
- 📄 [Exhibit A - Zoning Vicinity Map](#)
- 📄 [Exhibit B - Aerial Photo 2008](#)
- 📄 [Exhibit C - Summary of Related Facts](#)
- 📄 [Exhibit D - Approved Pete & Mac's Site Plan](#)
- 📄 [Exhibit E - Photographs of Pete & Mac's Building Shell](#)
- 📄 [Exhibit F - Proposed Final Pete & Mac's Condominium Plat, date stamped December 22, 2008](#)

FULL SIZE COPIES (Council Only):

NONE

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019



Zoning Vicinity Map



Subject Property





2008 Aerial Photograph



Subject Property



SUMMARY OF RELATED FACTS

APPLICATION FP-08-8

| <i>THE PROPERTY</i> | |
|--------------------------|--|
| PARCEL SIZE | 2.18 acres |
| LOCATION | North side of Rancho Santa Fe Boulevard between Dysart Road and McDowell Road, directly across from the Shops at Palmilla (LA Fitness) |
| PHYSICAL CHARACTERISTICS | Wedge shaped parcel on the inside of the Rancho Santa Fe Boulevard curve. |
| EXISTING LAND USE | Pet Medical Center (Under Construction) |
| EXISTING ZONING | C-2 (Planned Area Development with C-2 uses) |
| ZONING HISTORY | Annexed in 1964 and rezoned to C-2 in 1996. Conditional Use Permits for Pet Boarding/Day Care and Veterinary Hospital approved in November 2007. |
| DEVELOPMENT AGREEMENT | None |

| <i>SURROUNDING ZONING AND LAND USE</i> | |
|--|--|
| NORTH | C-2 (Community Commercial) – Desert Vista Professional Center |
| EAST | R-4 (Multi-Family Residential) – Rio Santa Fe Apartments |
| SOUTH | C-2 (Community Commercial) – Shops at Palmilla (LA Fitness, shops) |
| WEST | C-2 (Community Commercial) – Avondale Retail Center (Under Construction) |
| | |

| <i>GENERAL PLAN</i> | |
|--|--|
| The subject property is designated as Freeway Commercial on the General Plan Land Use Map. | |

| <i>PUBLIC SCHOOLS</i> | |
|-----------------------|---|
| SCHOOL DISTRICT(S) | Avondale Elementary School District Agua Fria Union High School District |
| ELEMENTARY SCHOOLS | Lattie Coor Elementary School (K-8) |
| HIGH SCHOOL | Agua Fria High School |

STREETS

Rancho Santa Fe Boulevard

| | |
|-----------------------------------|--|
| Classification | Collector |
| Existing half street ROW | 40 feet |
| Standard half street ROW | 40 feet |
| Existing half street improvements | One traffic lane with half center turn lane, bike lane, curb and gutter, attached sidewalk, and landscaping. |
| Standard half street improvements | One traffic lane with half center turn lane, bike lane, curb and gutter, attached sidewalk and landscaping. |

UTILITIES

The project utilizes an 8" water line in Rancho Santa Fe Boulevard.
The project utilizes an 8" sewer line in Rancho Santa Fe Boulevard.

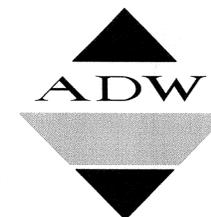
Exhibit D

Owner / Developer

J Walters Construction West
4647 N 32nd Street
Suite B150
Phoenix, AZ 85018

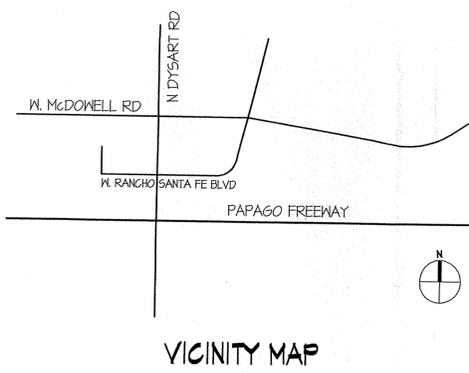
SITE DATA

PARCEL NUMBER 500-02-071A
GROSS SITE AREA: 2.18 ACRES (94,960.8 SF)
NET SITE AREA: 0.56 ACRES (24,456 SF)
ZONED C-2
ADJACENT ZONINGS C-2
GROSS BUILDING SF: 23,411 SF
24.6% SITE COVERAGE AREA
PUBLIC AREA: 68 PARKING SPACES REQUIRED @ 1/250 SF
BOARDING & SERVICE AREAS: 7 PARKING SPACES REQUIRED @ 1/1000 SF
TOTAL REQUIRED PARKING SPACES: 75
REQUIRED ADA SPACES: 4
TOTAL PARKING SPACES PROVIDED: 74
TOTAL ADA SPACES PROVIDED: 4

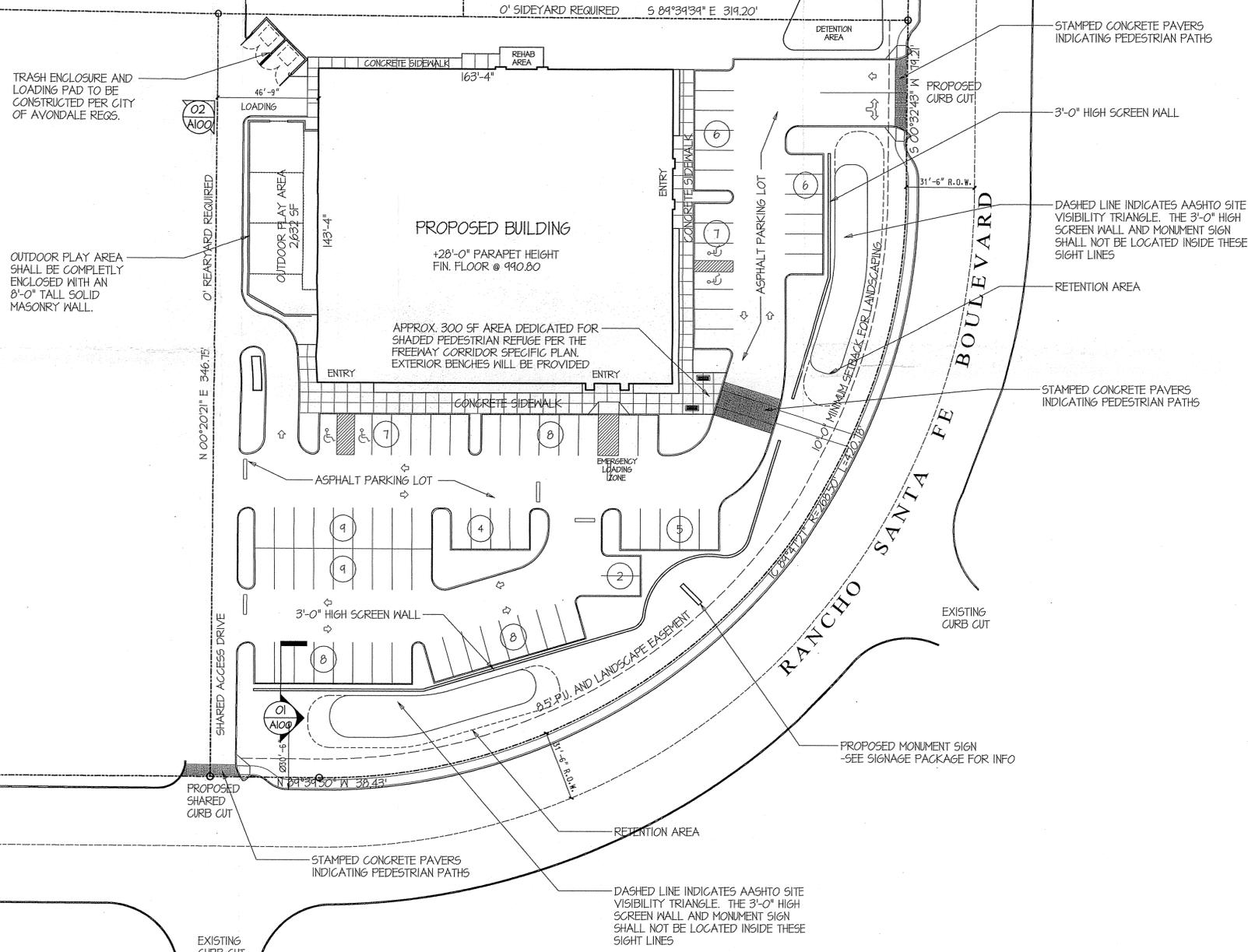


Architects, p.a.

ADW Architects, p.a.
1401 West Morehead Street, Suite 100
Charlotte, NC 28208
704.379.1919 Fax 704.379.1920
www.adwarchitects.com



VICINITY MAP



PLANNING ADMINISTRATION
 Approved
 Denied
 Approved with Conditions
 Date: 11-20-07

THAT PORTION OF LOT 2, MINOR LAND DIVISION MAP FOR LOT 2, AVONDALE MEDICAL & PROFESSIONAL PLAZA ACCORDING TO BOOK 814, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 THENCE SOUTH 00-32'43" WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 79.21 FEET TO A POINT OF CURVATURE THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LOT 2 AND ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 268.50 FEET, AN ARC LENGTH OF 420.78, AND A CENTRAL ANGLE OF 84-47'21" TO A POINT OF TANGENCY THENCE NORTH 84-39'50" WEST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 346.75 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2 THENCE SOUTH 84-39'39" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 319.20 FEET TO THE POINT OF BEGINNING, CONTAINING 45,124 SQUARE FEET OR 2.18 ACRES OF LAND, MORE OR LESS.

pete AND mac's

EMERGENCY ANIMAL CLINIC

EYE CARE FOR ANIMALS

Rancho Santa Fe Blvd.
Avondale, Arizona

SITE PLAN

DATE: 03/09/07 JOB NO: 06080-00

| NO. | DATE | DESCRIPTION |
|----------|----------|---------------------------|
| 06/12/07 | 06/12/07 | REVISED PER CITY COMMENTS |
| 07/03/07 | 07/03/07 | REVISED PER CITY COMMENTS |
| 07/12/07 | 07/12/07 | REVISED PER CITY COMMENTS |
| 08/27/07 | 08/27/07 | REVISED PER CITY COMMENTS |

PLANNING RECEIVED SEP 2007 DIVISION

SHEET NUMBER
A100
of Total

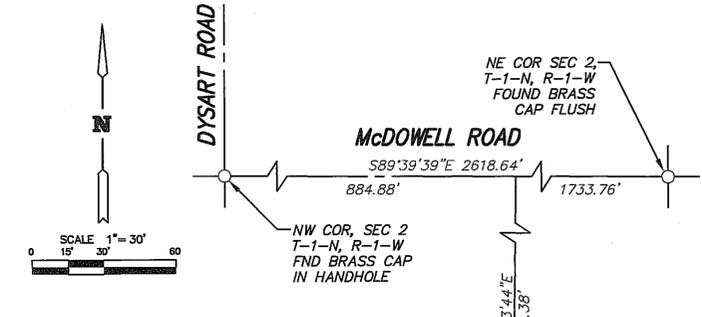
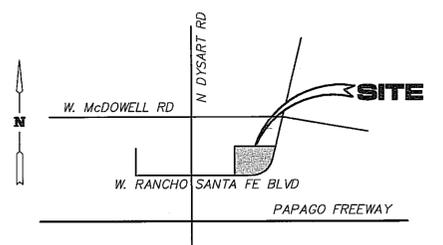




Exhibit F

"PETE AND MAC'S CONDOMINIUM PROJECT" A CONDOMINIUM

A CONDOMINIUM OF LOT 2 WAM ENTERPRISES CENTER AS RECORDED IN BOOK 899 OF MAPS, PAGE 12, RECORDS OF MARICOPA COUNTY ARIZONA AND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



- LEGEND**
- PUE PUBLIC UTILITY EASEMENT
 - ROW RIGHT OF WAY
 - MCR MARICOPA COUNTY RECORDER
 - FND FOUND
 - 1 NUMBERED COVERED PARKING STALL TO BE ASSIGNED TO A UNIT IN THE DECLARATION
 - CONDOMINIUM BOUNDARY LINE
 - UNIT LINE
 - STREET CENTERLINE

TRACT TABLE

| TRACT | AREA (SF) | USE |
|---------|-----------|----------------------------------|
| TRACT A | 73,444 | COMMON ELEMENTS |
| TRACT B | 676 | COMMON ELEMENTS (HALLWAY) |
| TRACT C | 55 | COMMON ELEMENT (FIRE RISER ROOM) |

BENCHMARK

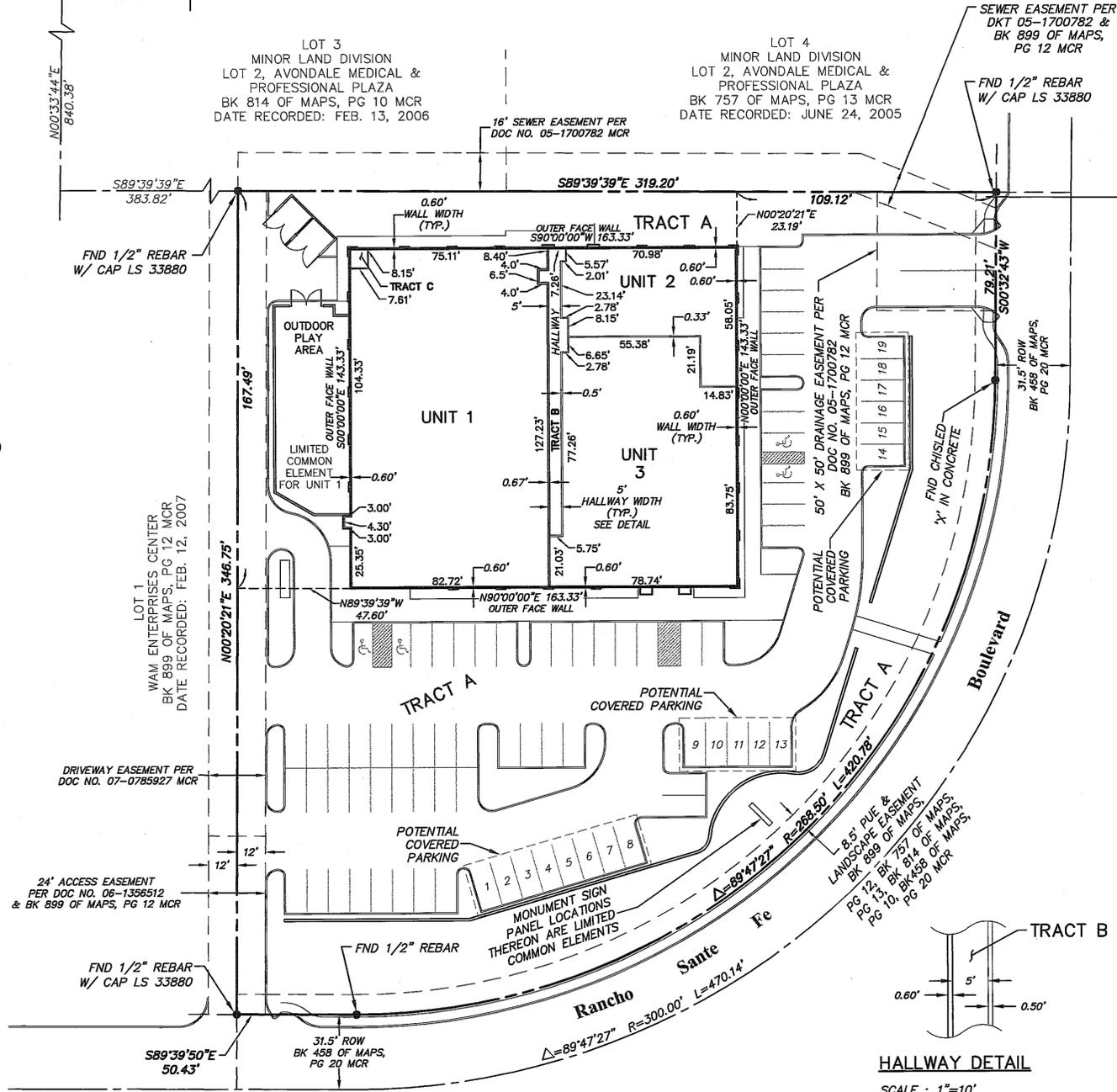
VERTICAL INFORMATION IS BASED ON CITY OF AVONDALE PUBLISHED BENCHMARK. 3" MARICOPA COUNTY BRASS CAP IN HANDHOLE AT THE INTERSECTION OF DYSART ROAD AND McDOWELL ROAD.
ELEVATION = 996.05 FEET NAVD 88

BASIS OF BEARING

S89°39'39"E ALONG THE NORTH LINE OF SECTION 2, T-1-N, R-1-W, C&SRB&M, MARICOPA COUNTY, ARIZONA PER BK 814 OF MAPS, PG 10 MCR

NOTES

- ALL PORTIONS OF THE CONDOMINIUM OTHER THAN THE UNITS SHALL BE COMMON ELEMENTS, INCLUDING TRACT A.
- THIS CONDOMINIUM SHALL BE SUBJECT TO THE CONDOMINIUM DECLARATION FOR "PETE AND MAC'S CONDOMINIUM PROJECT", A CONDOMINIUM, TO BE RECORDED FOLLOWING THE RECORDING OF THIS PLAT.
- THIS PLAT CONTAINS ALL OF THE INFORMATION REQUIRED TO BE SET FORTH ON THIS PLAT BY SECTION 33-1219 OF A.R.S.
- THE VERTICAL UNIT BOUNDARIES ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS OF THE UNIT. THE HORIZONTAL BOUNDARY OF EACH UNIT IS THE UPPER SURFACE OF THE CONCRETE SLAB AND THE UPPER HORIZONTAL BOUNDARY OF EACH UNIT IS A PLANE FORMED BY THE BOTTOM SURFACE OF THE ROOF TRUSSES OF THE BUILDING.
- UTILITY LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER R.(42)33
- EXCEPT AS OTHERWISE PROVIDED IN THE CONDOMINIUM DECLARATION, ALL COMMON ELEMENTS SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
- THE OUTDOOR PLAY AREA ADJACENT TO THE WEST BOUNDARY OF UNIT NO. 1, IS A LIMITED COMMON ELEMENT EXCLUSIVELY FOR THE BENEFIT OF UNIT NO. 1.
- THE HALLWAY BETWEEN UNITS 1, 2 AND 3 IS A COMMON ELEMENT.
- NUMBERED PARKING SPACES ARE SUBJECT TO DESIGNATION AS RESERVED COVERED PARKING LIMITED COMMON ELEMENTS AS PROVIDED IN THE CONDOMINIUM DECLARATION.



UNIT TABLE

| UNIT NO. | FINISH FLOOR ELEVATIONS | AREA (SF) | PERCENT INTEREST IN COMMON ELEMENTS |
|----------|-------------------------|-----------|-------------------------------------|
| 1 | 992.51 | 11,682 | 52.9% |
| 2 | 992.51 | 2,971 | 13.4% |
| 3 | 992.51 | 7,448 | 33.7% |

NET SITE AREA
95,125 SQ.FT.
2.184 Ac.

LEGAL DESCRIPTION

LOT 2, WAM ENTERPRISES CENTER ACCORDING TO BK 899 OF MAPS, PG 12 RECORDS OF MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

KNOW ALL MEN BY THESE PRESENTS: THAT J. WALTERS CONSTRUCTION CO., A KANSAS CORPORATION, AS OWNER, HAS PLATTED UNDER THE NAME OF "PETE AND MAC'S CONDOMINIUM PROJECT", A CONDOMINIUM OF LOT 2, WAM ENTERPRISES CENTER AS RECORDED IN BOOK 299 OF MAPS, PAGE 12, RECORDS OF MARICOPA COUNTY, ARIZONA AND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "PETE AND MAC'S CONDOMINIUM PROJECT", A CONDOMINIUM AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE BOUNDARIES OF THE CONDOMINIUM AND THE LOCATION AND DIMENSIONS OF THE BOUNDARIES OF THE UNITS, TRACT AND STREETS CONSTITUTING SAME, AND THAT EACH UNIT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH, RESPECTIVELY, ON SAID PLAT. J. WALTERS CONSTRUCTION CO., A KANSAS CORPORATION, GRANT AN EASEMENT FOR INGRESS AND EGRESS, FOR REFUSE AND EMERGENCY VEHICLES, OVER PAVED SURFACES. A PUBLIC UTILITIES AND FACILITIES EASEMENT IS HEREBY DEDICATED OVER TRACT A.

IN WITNESS THEREOF:

J. WALTERS CONSTRUCTION CO., A KANSAS CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF ITS R, THEREUNTO DULY AUTHORIZED TO DO SO THIS _____ DAY OF _____, 2008.

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

ON THIS _____ DAY OF _____, 2008, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC APPEARED J. WALTERS CONSTRUCTION CO., A KANSAS CORPORATION WHO ACKNOWLEDGED HIMSELF TO BE AN OFFICE OF J. WALTERS CONSTRUCTION CO., A KANSAS CORPORATION, AND THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO, HEREBY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE COMPANY BY HIMSELF AS SUCH.

IN WITNESS THEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

DATE _____

NOTARY PUBLIC

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS _____ DAY OF _____, 2008

MAYOR _____ DATE _____

ATTEST, CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CERTIFICATION

I DENNIS F. KEOGH HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A SURVEY DONE UNDER MY SUPERVISION DURING THE MONTH OF FEBRUARY, 2008; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN OR WILL BE SET; THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

D.F. Keogh
DENNIS F. KEOGH
REGISTERED LAND SURVEYOR #10846
KEOGH ENGINEERING INC.
14150 W. McDOWELL ROAD
GOODYEAR, ARIZONA 85395
DATE: 12/18/08



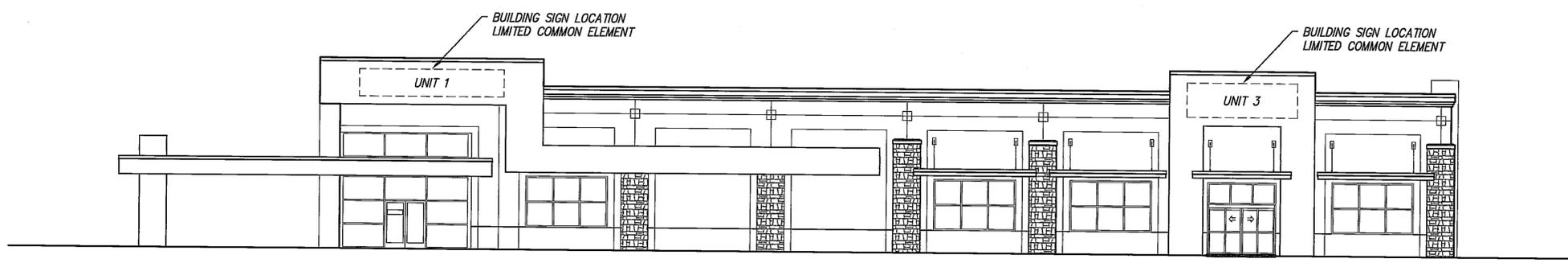
PETE AND MAC'S CONDOMINIUM PROJECT
A CONDOMINIUM

REVISED 12/17/08
CITY OF AVONDALE
2ND REVIEW COMMENTS

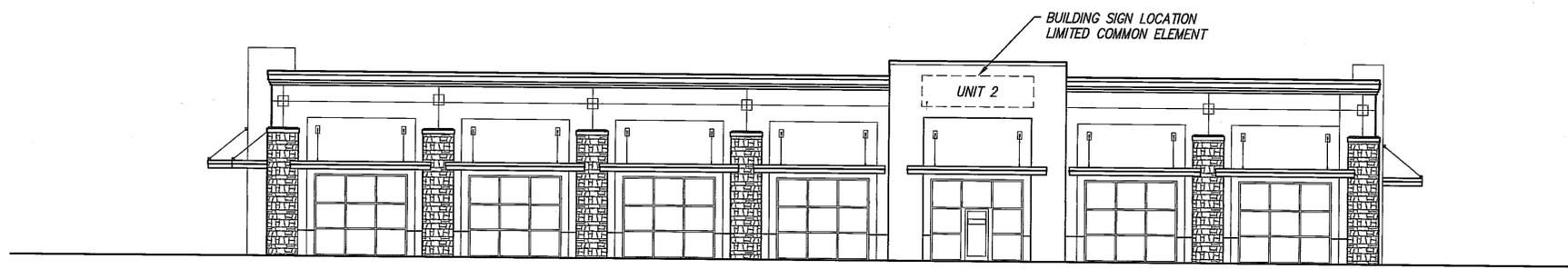
SHEET 1 OF 2
NUMBER OF UNITS: 3
GROSS AREA: 2.60 Ac
DATE OF PREPARATION: 10-15-08

Keogh Engineering, Inc.
14150 W. McDOWELL ROAD • GOODYEAR, ARIZONA 85395
PHONE: (623) 535-7280 FAX: (623) 535-7282
EMAIL: keoeng@questoffice.net

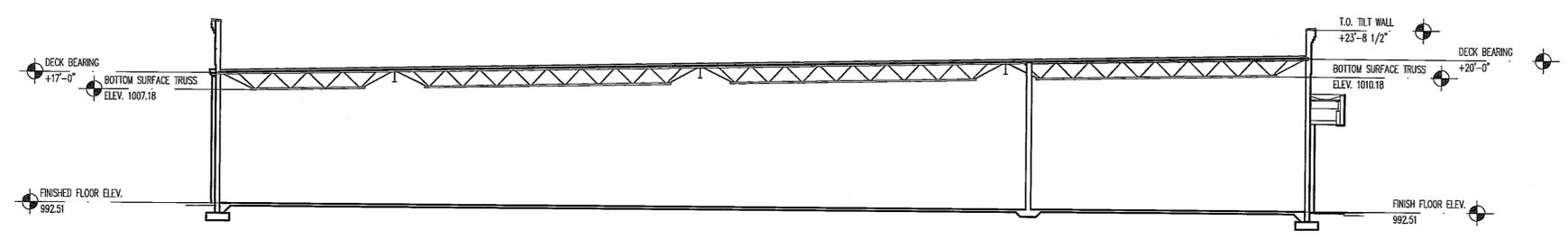
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SOUTH ELEVATION
N.T.S.



EAST ELEVATION
N.T.S.



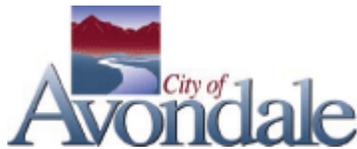
BUILDING SECTION
N.T.S.

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Layout Name: SHEET 2



**PETE AND MAC'S
CONDOMINIUM PROJECT**
A CONDOMINIUM

Keogh Engineering, Inc.
14150 W. McDOWELL RD. - GOODPASTER, AZ 85338
PHONE (623) 535-7269 FAX (623) 535-7262 EMAIL keoeng@keoeng.net
JOB NO. 20103 MAP NO. E-20103



CITY COUNCIL REPORT

SUBJECT:
Professional Service Agreement Second
Amendment Somerset Landscape Services

MEETING DATE:
January 5, 2009

TO: Mayor and Council
FROM: Daniel Davis
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the second amendment to the Professional Services Agreement with Somerset Landscape Maintenance to provide additional landscaping services in the amount of \$160,488 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

The City approved Professional Services Agreement for landscape services with Somerset Landscape Maintenance in the annual amount of \$183,408 that included Crystal Gardens, tree and shrub trimming for Friendship Park and Festival Fields Park and all weekly maintenance at all neighborhood parks. The agreement was amended on July 21, 2008, to add landscaping services for the Avondale public library at 328 W. Western and increased the annual by \$3,912 for a revised annual contract amount of \$187,320.

DISCUSSION:

Staff has determined that it is cost effective to use contractual services to provide weekly landscape services at Friendship Park and Festival Fields. The existing scope of work with Somerset Landscape will be amended to add weekly maintenance services. These services include grass cutting, tree and shrub trimming, litter and trash removal. The additional weekly service will allow the city to delete the bi-annual tree and shrub trimming at Friendship Park and Festival Fields and reduce the original contract amount for that specific work item.

BUDGETARY IMPACT:

The additional maintenance services will increase the Professional Service Agreement in the amount of \$160, 488, for a revised contract amount of \$347,808. Funding for the landscape services contract is budgeted in the Parks, Recreation & Libraries account.

RECOMMENDATION:

Staff recommends that the City Council approve the second amendment to the Professional Services Agreement with Somerset Landscape Maintenance in the amount of \$160,488 to provide additional landscaping services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

[PSA](#)

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

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of January 5, 2009 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 and the Consultant entered into that certain Professional Services Agreement dated May 19, 2008, for certain landscaping services (the "Initial Agreement"). The Initial Agreement was amended on July 21, 2008, to add landscaping services for the Avondale Public Library and increase the compensation of the Consultant (the "First Amendment"). Collectively the Initial Agreement and the First Amendment are referred to herein as the "Agreement."

B. The City has determined that additional landscaping services are needed for the Avondale Friendship Park located at 12325 West McDowell Road, Avondale, Arizona and the Festival Fields Park located at 101 East Lower Buckeye Road, Avondale, Arizona (the "Additional Services").

C. The City desires to amend the Scope of Work of the Agreement to delete the cost of the Tree and Shrub Trimming at Avondale Friendship Park and Festival Fields Park because these services are included in the price for the Additional Services.

D. The City and the Consultant desire to amend the Agreement to add the Additional Services, amend the Scope of Work of the Agreement to delete Tree and Shrub Trimming at Avondale Friendship Park and Festival Fields Park, increase the compensation of the Consultant for the Additional Services, decrease the compensation of the Consultant for the reduction in the Scope of Work of the Agreement and include additional provisions to the Agreement.

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 to amend the Agreement as follows:

1. Scope of Work for Additional Services. Consultant shall provide the Additional Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

2. Scope of Work Reduction for the Agreement. The Scope of Work of the Agreement is amended to delete Tree and Shrub Trimming at Avondale Friendship Park and Festival Fields Park because these services are included in the price for the Additional Services.

3. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than \$160,488.00 from \$187,320.00 to \$347,808.00 per year at monthly billing fees as set forth in the Agreement and the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference, as consideration for the Additional Services and the reduction of the Scope of Work of the Agreement as follows:

a. The Consultant's compensation for the Additional Services shall be \$176,688.00 per year.

b. The Consultant's compensation shall be reduced by \$16,200.00 per year due to the reduction of the Scope of Work of the Agreement to delete Tree and Shrub Trimming for Avondale Friendship Park and Festival Fields Park.

4. Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to the Agreement and this Second Amendment, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to the Agreement and this Second Amendment to ensure that the Consultant and its subcontractors are complying with the warranty under Section 5 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under the Agreement and this Second Amendment and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 5 below. To the extent necessary for the City to audit Records as set forth in this Section, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of the Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to the Agreement and this Second Amendment. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to the Agreement and this Second Amendment.

5. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify

requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement and this Second Amendment by the City.

6. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 of the Agreement.

7. 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.

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

9. Conflict of Interest. This Second 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"

"Consultant"

CITY OF AVONDALE, an Arizona
municipal corporation

SOMERSET LANDSCAPE
MAINTENANCE, an Arizona corporation

Charles P. McClendon, City Manager

By:_____

ATTEST:

Name:_____

Carmen Martinez, City Clerk

Title:_____

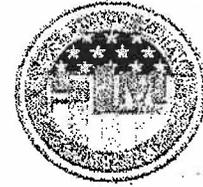
EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.

[Scope of Work and Compensation for Additional Services]

See following page.

Attn: Chris Reems

City of Avondale



From: Brian Lemmermann

Somerset Landscape Maintenance Inc.

Proposed additions to landscape services PR 08-006 for the City of Avondale

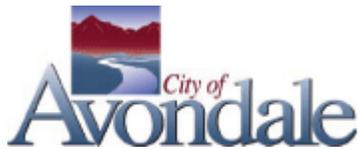
Price to add the following parks to existing maintenance contract adhering to the scope of work specifications outlined in the contract.

Friendship Park \$9344.00

Festival Fields \$5380.00

By adding these two parks to the contract under regular maintenance the bi-annual trimming of Friendship and Festival will not be necessary as this service will be covered by the maintenance contract. These reductions in service will reduce the current price \$1350.00 per month.

Friendship Park and Festival Fields will be scheduled on the day requested by the City of Avondale – these parks are currently scheduled for Thursday and Friday.



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - BluCor
Contracting for the Construction of the Van Buren
Waterline and Related Improvements

MEETING DATE:

January 5, 2009

TO: Mayor and Council

FROM: Wayne Janis, Water Resources Director, 623-333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with BluCor Contracting for construction services for the Van Buren Waterline and Related Improvements, in the amount not to exceed \$823,600, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

This project consist of three components;1) construction of a 12-inch and 16-inch transmission line on Van Buren between 99th Ave. and 103rd Ave; 2) a water quality monitoring station; and 3) an emergency interconnect for the City of Avondale and City of Tolleson Water Distribution system.

Van Buren Waterline

The August 2008 Wastewater Collection System Master Plan and Utility System Evaluation proposes a number of improvements to the water distribution system to complete the distribution network. One improvement is the construction of 16-inch transmission lines in Van Buren between 99th Ave. and 107th Ave., by 2010. Due to the construction of hi-pile warehouses in the commercial development located on the northwest corner of 99th and Van Buren, it has become necessary to accelerate the construction of this water line to meet the demands of the commercial development.

Water Quality Monitoring Station

Safe operation of water distribution systems is a critical component to the protection of public health and safety. Through the assessment of vulnerabilities to drinking water systems, water security experts have identified the distribution system as one of the most vulnerable components of a drinking water system. Over the years, staff have implemented a number of security enhancements within the water production and distribution systems to reduce system vulnerabilities. Continuous monitoring of the production and distribution systems and the available of real-time data will enhance the overall safety and security of these systems.

Staff, working with Carollo Engineers, completed a study (Distribution System Water Quality Monitoring Study, February 2007) evaluating in-line water quality monitoring stations and the applications of this equipment to assist with optimal operations of water production and distribution facilities/infrastructure. The Study recommends the installation of the Hach Guardian Blue System key production facilities and strategic locations within the Distribution system.

The Hach Guardian Blue in-line water quality monitoring station provides real-time water quality information. This unit provides an early warning system for basic water quality parameters such as

pH, turbidity and chlorine residual. It will also detect, alert and classify a variety of threat contaminants. This unit includes an event library, which provides an historical water quality data base to compare real-time data with historical information.

To assist with effective placement of the water quality monitoring stations, the City entered into a Memorandum of Understanding with the U.S. EPA to participate with the Beta-Testing of a software program developed by the U.S. Environmental Protection Agency National Homeland Security Research Center. The program, Threat Ensemble Vulnerability Assessment-Sensor Placement Optimization Tool (TEVA-SPOT), analyzes criteria including Hydraulic Modeling, Sensor Characteristics and Design Basis Threats to propose locations for Water Quality Monitoring Stations. The location selected for this project has been verified by the TEVA-SPOT software.

Emergency Interconnect

In an effort to provide redundant water supplies in the event of an emergency, Staff is identifying locations that could support interconnections with neighboring utilities. The construction of the 16-inch transmission line will be near a 16-inch water line in Tolleson. The interconnect would provide for a connection between the two systems, and metering vault to be used in the event of an emergency by either municipality. Staff is working with representatives from the City of Tolleson to develop a detailed protocol for the use of the emergency interconnect facility.

DISCUSSION:

Carollo Engineers was retained by the City to prepare the plans and specifications for the Van Buren Waterline and Related Improvements. The three components of the project are; the installation of a 12-inch and 16-inch water transmission line on the north side of Van Buren between 99th Ave. and 103rd Ave., a water quality monitoring station and the emergency interconnection. All work associated with the project will occur on Van Buren between 103rd and 99th Ave.

The bid announcement for this contract was advertised in the West Valley View on October 7th & 10th, and the Arizona Business Gazette on October 9th, and Buy Hub on October 7, 2008. A mandatory pre-bid meeting was held on October 21, 2008, and was attended by 14 potential bidders. The bid submittal date for this project was December 4, 2008. Fourteen contractors submitted quotes for this project ranging from the low bid submitted by BluCor \$823,600 to a high of \$1,589,970.

Staff has contacted the list of references provided by the contractor, and found no reason to disqualify BluCor Contracting. BluCor has recently completed a water line replacement project to the satisfaction of Staff .

The scope of the contract will include:

- Construction of a 12-inch and 16-inch waterline in Van Buren between 99th Ave., and 103rd Ave.
- Construction of a Water Quality Monitoring Station
- Construction of an emergency interconnect with the City of Tolleson

Under the terms of the project, the contractor is allowed 200 days to complete the project, from notice to proceed.

SCHEDULE:

The schedule to complete the recommended improvements is as follows:

| | |
|----------------------------|--------------------|
| Approval of Award | January 6, 2009 |
| Preconstruction Conference | February 9, 2009 |
| Begin Construction | February 23, 2009 |
| Project Completion | September 10, 2009 |

BUDGETARY IMPACT:

Funding for the construction of the project is allocated in the following CIP Fund Line Items; 514-1100-00-8520 (Water Quality Monitoring Station), 514-1114-00-8520 (Emergency Interconnect), 514-1205-00-8520 (Van Buren Waterline).

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with BluCor Contracting for construction services for the Van Buren Waterline and Related Improvements, in the amount not to exceed \$823,600, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

-  [Bid Tabulation](#)
-  [Vicinity Map](#)

CITY OF AVONDALE
 WATER RESOURCES DEPARTMENT
 WA 1205 (WR 09-025)

OFFER

The undersigned (the "Bidder") hereby offers this Bid (the "Offer") and certifies that Bidder has read, understands and agrees to fully comply with all terms and conditions as set forth in this Contract, and any amendments thereto, together with all Specifications, Plans and other documents included as part of this Contract.

BY SIGNING THIS PAGE THE SUBMITTING BIDDER CERTIFIES THAT BIDDER HAS REVIEWED THIS CONTRACT AND ALL CORRESPONDING IFB TERMS AND CONDITIONS AND AGREES TO BE CONTRACTUALLY BOUND BY THEM.

| | |
|--|--|
| Arizona Transaction (Sales) Privilege Tax License Number: <u>07-376782-R</u> | For Clarification of this Bid contact: Name: <u>LYNDEN BLUTH</u> Telephone: <u>(480) 595-8073</u> Facsimile: <u>(480) 575-0814</u> Email: <u>lynden@blucor.com</u> |
| Federal Employer Identification Number: <u>86-0634774</u> <u>BLUCOR CONTRACTING, INC.</u> Contractor Name <u>21738 E. ORION WAY</u> Address | <u><i>Gary Blair</i></u> Authorized Signature for Contractor <u>GARY BLAIR</u> Printed Name <u>Vice President</u> Title |
| <u>QUEEN CREEK</u> <u>AZ</u> <u>85242</u> City State Zip Code | |

ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR CITY OF AVONDALE USE ONLY)

Effective Date: _____ Contract No. _____ Official File: _____

CITY OF AVONDALE, an Arizona municipal corporation

 Charles P. McClendon, City Manager

ATTEST:

APPROVED AS TO FORM:

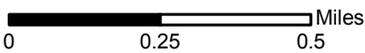
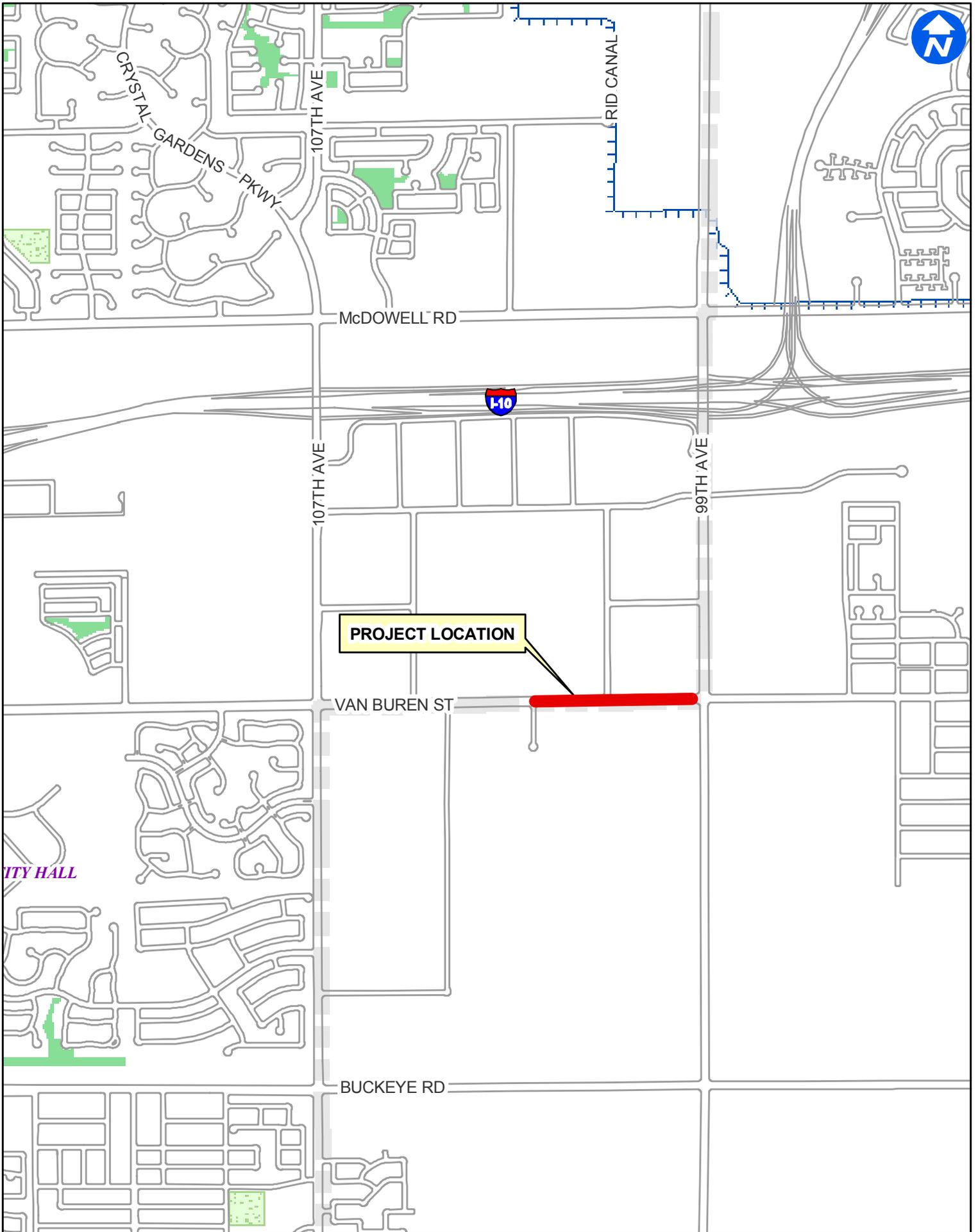
 Carmen Martinez, City Clerk

 Andrew J. McGuire, City Attorney

| No. | Item | Unit | Quantity | Unit Price | Cost (\$) |
|-----------------------------|---|-----------|----------|------------|----------------------|
| 1 | 16-Inch Diameter Ductile Iron Water Main | LF | 1450 | 63. | 91,350 |
| 2 | 16-Inch Diameter Polywrap, 8 mils | LF | 1450 | .80 | 1,160 |
| 3 | 12-Inch Diameter Ductile Iron Water Main | LF | 1265 | 47 | 59,455 |
| 4 | 12-Inch Diameter Polywrap, 8 mils | LF | 1265 | .60 | 759 |
| 5 | 8-Inch Diameter Ductile Iron Water Main | LF | 90 | 55 | 4,950 |
| 6 | 8-Inch Diameter Polywrap, 8 mils | LF | 90 | .50 | 45 |
| 7 | 16-Inch Diameter Ductile Iron Mechanical Joint Fittings | EA | 7 | 1,400 | 9,800 |
| 8 | 8-Inch Diameter Ductile Iron Mechanical Joint Fittings | EA | 3 | 480 | 1,440 |
| 9 | 12-Inch Diameter Ductile Iron Mechanical Joint Fittings | EA | 10 | 240 | 2,400 |
| 10 | 16-Inch Gate Valve | EA | 3 | 5,900 | 17,700 |
| 11 | 12-Inch Gate Valve | EA | 4 | 2,250 | 9,000 |
| 12 | 8-Inch Gate Valve | EA | 3 | 1,100 | 3,300 |
| 13 | 99th Ave. Connect to Existing Water Main | EA | 1 | 1,600 | 1,600 |
| 14 | 103rd Ave. Connect to Existing Water Main | EA | 1 | 1,800 | 1,800 |
| 15 | 101st Ave. Connect to Existing Water Main | EA | 1 | 500 | 500 |
| 16 | Tapping Valve, Tapping Sleeve | EA | 1 | 12,500 | 12,500 |
| 17 | Valve Box | EA | 8 | 420 | 3,360 |
| 18 | Air Release Valve and Vault | EA | 1 | 4,400 | 4,400 |
| 19 | Fire Hydrant With Valve and Box | EA | 1 | 3,600 | 3,600 |
| WATER MAIN SUBTOTAL | | | | | \$ 229,119.00 |
| 20 | Water Quality Monitoring Station (WQMS) (Dwg WQ-01, WQ-02) | EA | 1 | 435,000 | 435,000 |
| WQMS SUBTOTAL | | | | | \$ 435,000 |
| 21 | Emergency Interconnect (EI) (Dwg EI-01) | EA | 1 | 52,500 | 52,500 |
| 22 | Shoring for EI Excavation | SF | 1,000 | .90 | 900 |
| EI SUBTOTAL | | | | | \$ 53,400 |
| 23 | Traffic Control and Protection | LS | 1 | 4,250 | 4,250 |
| 24 | Repair Traffic Loops | EA | 2 | 77 | 154 |
| 25 | Support Existing Utilities | EA | 3 | 79 | 237 |
| 26 | Bituminous Pavement Removal and Replacement | SY | 1030 | 25 | 25,750 |
| 27 | Concrete Pavement Removal and Replacement | SY | 250 | 16 | 4,000 |
| 28 | Roadway Striping | LF | 300 | 9.25 | 2,775 |
| 29 | Landscape Restoration, Regrading | SY | 3975 | .20 | 795 |
| 30 | Sawcutting | LF | 3000 | .85 | 2,550.00 |
| RESTORATION SUBTOTAL | | | | | \$ 40,511.00 |
| | As-Built Plans | LS | 1 | 1009 | 1,009 |
| | Community Relations | Allowance | 1 | \$10,000 | \$10,000 |
| | Mobilization/Demobilization | LS | 1 | 10,000 | 10,000 |
| MISC SUBTOTAL | | | | | \$ 21,009.00 |
| SUBTOTAL | | | | | \$ 779,039.00 |
| TAXES | | | | | \$ 44,561.00 |
| TOTAL PROJECT COST | | | | | \$ 823,600.00 |

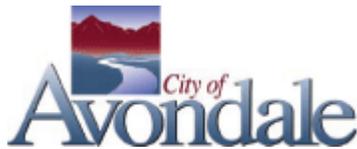
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City of Avondale
VAN BUREN WATER LINE &
RELATED IMPROVEMENTS

Map Produced by Avondale Water Resources/GIS Division



CITY COUNCIL REPORT

SUBJECT:

Resolution 2798-109 - IGA between Arizona
Department of Homeland Security and Avondale
Fire Department for the Phoenix Urban Area
Citizen Corps Deployment Agreement

MEETING DATE:

January 5, 2009

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To authorize the approval of an IGA between the City of Avondale and State of Arizona Department of Homeland Security for the purpose of executing Grant 444806-01 which will allow the City of Avondale to spend \$14,450 on items associated with sheltering equipment for Avondale Fire Department's anti- terrorism efforts.

BACKGROUND:

Over the last three years the City of Avondale's Fire Department has been an active participant in State Homeland Security Grant Program. Chief Snapp and Susan Pistoia have made it a point to attend all of the necessary meetings and have managed to seize funding opportunities that will assist the city with homeland security equipment, training, and technical assistance.

DISCUSSION:

The Fire Department's active participation in the State Homeland Security Grant Program has allowed the city to receive \$48,280 this fiscal year. The funding will be used for Citizen Corps Deployment (\$14,450), Terrorism Liaison Sustainability (\$4,000), and Urban Area Volunteer Reception Center (16,030).

The Citizen Corps Deployment Grant for \$14,450 will allow the Fire Department to purchase additional sheltering equipment for 180 individuals, including cots, shelters, and blankets. There will be three caches to shelter 60 individuals. The caches are located in Avondale, Phoenix, and Chandler/Gilbert. Avondale is responsible for the storage, maintenance, deployment and demobilization of their caches.

BUDGETARY IMPACT:

There is no match requirement for this grant.

RECOMMENDATION:

To authorize the approval of an IGA between the City of Avondale and State of Arizona Department of Homeland Security for the purpose of executing Grant 444806-01, which will allow the City of Avondale to spend \$14,450 on items, associated with sheltering equipment for Avondale Fire Department anti- terrorism efforts.

ATTACHMENTS:

Click to download

 [Resolution 2798-109](#)

RESOLUTION NO. 2798-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING AN URBAN AREA SECURITY INITIATIVE GRANT AWARD FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY RELATING TO CITIZEN CORPS DEPLOYMENT.

WHEREAS, the Arizona Department of Homeland Security (“AZDOHS”) has awarded the City of Avondale (the “City”) an Urban Area Security Initiative Grant Award (the “Grant”) in the amount of \$14,450.00, for the project entitled “Phoenix Urban Area Citizen Corps Deployment”; and

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds.

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

SECTION 1. That the Subgrantee Agreement with the AZDOHS relating to the Grant (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2798-109

[Subgrantee Agreement]

See following pages.



State of Arizona Department of Homeland Security



Governor Janet Napolitano

Director Leesa Berens Morrison

September 22, 2008

Art Snapp
City of Avondale Fire Department
1825 N 107th Ave
Avondale AZ 85392

Subject: FFY 2008 Homeland Security Grant Program Award
Grant Agreement Number: **444806-01**
Project Title: **Phoenix Urban Area Citizen Corps Deployment**

Dear Art Snapp:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Phoenix Urban Area Citizen Corps Deployment**" has been funded under the **URBAN AREA SECURITY INITIATIVE** for **\$14,450.00**. The grant performance period is **October 1, 2008 through September 30, 2009**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, endorsed and returned to AZDOHS:

1. Go to www.azdohs.gov under FFY2008 Grant Awards and download:
 - a. Two original signed Subgrantee Agreements
 - b. Standard Data Collection Form
 - c. Financial Systems Survey
 - d. Workbook administration page (enclosed)
2. Complete NIMSCAST at www.fema.gov/nimscast. For more information on NIMSCAST contact Mariano Gonzalez at Mariano.gonzalez@azdema.gov, or (602) 231-6327. No hard copy required.

Hard copies will not be mailed to you. Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement.

As a reminder, all radios purchased with Homeland Security funds must be P25 capable; reimbursement requests that contain radios that are not P25 capable will not be reimbursed. If you should have any questions please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Leesa Berens Morrison
Director

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7030 Fax: (602) 364-1521 www.azdohs.gov

Grant #: 444806-01

Sub-Recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Citizen Corps Deployment

Grant Program: URBAN AREA SECURITY INITIATIVE

1. Unit of Government: City of Avondale Fire Department 2. Organizational Type: Municipality
Point of Contact: Art Snapp

Sub-recipient Address:

Street: 1825 N 107th Ave
City/State/Zip: Avondale AZ 85392

1a. Agency's Authorized Individual: Art Snapp

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: 623-333-6000

FAX #: 623-333-0100

3. Region or Entity: Phoenix UASI

E-mail Address: asnapp@avondale.org

4. Initiative Title: Strengthen Planning and Citizen Preparedness Capabilities

5. Project Title: Phoenix Urban Area Citizen Corps Deployment

6. Total Dollar Amount Requested: \$14,450.00 Total Dollar Amount Awarded: \$14,450.00

7. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):
6.9, 10.7, 14.1,8,9,10, 16.11, 16.12

8. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.

No. This is an all environment project, and without full funding, the necessary equipment cannot be purchased. As a result, there would be no sheltering capability.

9. Please list the multiple jurisdictions served by this project.

0

10. If this is a multi-disciplinary project, please list the disciplines served (e.g., law enforcement, fire service, public health, etc).

Phoenix UASI/Central Region partners and statewide, upon request

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No)

No

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact

Art Snapp

Print Name

Signature

Date

Strategic Planner or

Assistant Director Planning & Preparedness

Print Name

Signature

Date

SUBGRANTEE AGREEMENT

08-AZDOHS-HSGP-444806-01

Enter Grant Agreement Number above (e.g., 444xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

City of Avondale

Enter the Name of the Subgrantee Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Avondale

Enter the Name of the Subgrantee Agency Above

(subgrantee) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subgrantee's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2008 and shall terminate on September 30, 2009.

III. DESCRIPTION OF SERVICES

The subgrantee shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "Phoenix Urban Area Citizen Corps Deployment"

Enter Title of Workbook

and funded at \$ 14,450.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ 14,450.00 to the subgrantee for services provided under Paragraph III.
 Enter Funded Amount above
- b) Payment made by the AZDOHS to the subgrantee shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subgrantee. A listing of acceptable documentation can be found at www.azdohs.gov. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the subgrantee under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the subgrantee shall be for only the amount of dollars actually spent by the subgrantee. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption by the AZDOHS, the State, or Federal government, the subgrantee shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT

The subgrantee agrees to terms specified in A.R.S. § 35-214 and § 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subgrantee must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subgrantee expends more than \$500,000 from Federal awards. If the subgrantee has expended more than \$500,000 in Federal dollars, a copy of the subgrantee's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The subgrantee must comply with the Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative

Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subgrantee agrees to complete the National Incident Management Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The sub-grantee must comply with Environmental Planning and Historic Preservation, in accordance with DHS Information Bulletin (IB) dated December 5, 2007.

Individual Consultants

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subgrantee and 44 CFR Chapter 1, Part 13 and should not exceed the maximum of \$450 per day unless prior written approval is granted by the AZDOHS.

Personnel and Travel Costs

Personnel and travel costs must be consistent with the subgrantee's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time can the subgrantee's policies exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.az.us>.

Non-Supplanting Agreement

The subgrantee shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

E-Verify

The subgrantee warrants that it is registered with and participating in the E-Verify Program as required by A.R.S. § 23-214 (B). If the Arizona Department of Homeland Security determines that the subgrantee is not complying with A.R.S. § 23-214, then the Arizona Department of Homeland Security shall notify the subgrantee of the determination of non-compliance and of the subgrantee's right to appeal the determination. Upon a final determination of non-compliance the subgrantee shall repay all monies received pursuant to this grant within thirty (30) days of the final determination.

Property Control

Effective control and accountability must be maintained for all property. The subgrantee must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subgrantee shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) **Nonexpendable:** Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) **Property Control Record Form:** At the time when the final request for reimbursement is submitted, the subgrantee must file with the AZDOHS a copy of their Property Control Record Form listing all such capital property acquired with grant funds. The subgrantee agrees to be subject to equipment monitoring and auditing by State or Federal authorized representatives for verification of information.
- c) **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal grant funds. When use of the property for project activities is discontinued, the subgrantee shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

VIII. DEBARMENT CERTIFICATION

The subgrantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

IX. FUNDS MANAGEMENT

The subgrantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subgrantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subgrantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subgrantee shall include:

a) Programmatic Reports

1. The subgrantee shall provide quarterly program activity reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided except for the final report which shall be submitted within forty-five (45) days. The subgrantee shall use the form provided by the AZDOHS to submit quarterly program activity reports. The report shall contain such information as deemed necessary by the AZDOHS. The subgrantee shall use the Quarterly Program Report Format template, which is posted at www.azdohs.gov.

a. Quarterly reports are due:

January 15, (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

The final programmatic report as submitted shall be marked FINAL.

b) Financial Reimbursements

1. The subgrantee shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Cover Sheet template provided on line at the AZDOHS website, www.azdohs.gov. The subgrantee shall submit a final reimbursement for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subgrantee may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subgrantee and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subgrantee's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The subgrantee expressly and explicitly understands and agrees that no other method of communication,

including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. SUBCONTRACTORS

The subgrantee may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy, OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide.

The subgrantee agrees and understands that no subcontract that the subgrantee enters into with respect to performance under this Agreement shall in any way relieve the subgrantee of any responsibilities for performance of its duties. The subgrantee shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subgrantee by any subcontractor or vendor which in the opinion of the subgrantee may result in litigation related in any way to the Agreement with the AZDOHS.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind either party for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subgrantee does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subgrantee give a written assurance of intent to perform. Failure by the subgrantee to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subgrantee, immediately cancels 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 State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subgrantee assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subgrantee toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subgrantee in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subgrantee agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided, however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subgrantee agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subgrantee shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subgrantee, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subgrantee shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. § 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subgrantee shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subgrantee agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

“This project was supported by Federal Grant CFDA 97.067 awarded by the Arizona Department of Homeland Security. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and the Arizona Department of Homeland Security.”

The subgrantee also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. The AZDOHS may

waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

The AZDOHS and the subgrantee recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subgrantee agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subgrantee.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subgrantee shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

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

XXXIV. CONFIDENTIALITY OF SUBGRANTEE'S INFORMATION

The subgrantee acknowledges that confidentiality provided in A.R.S. §§ 41-1505.06 (D) and 41-1505.07(J) may be waived with the subgrantee's consent, and subgrantee consents to a total and complete waiver of confidentiality. In waiving confidentiality, subgrantee understands and consents to disclosure of any information submitted to the AZDOHS that concerns the identity, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the subgrantee or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential."

XXXV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subgrantee or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subgrantee shall be liable to the AZDOHS for any excess costs

incurred by the AZDOHS in procuring materials or services in substitution for those due from the subgrantee.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subgrantee shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVII. PARAGRAPH HEADINGS

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

XXXVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subgrantee represents and warrants that he or she is duly authorized to execute this Agreement.

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subgrantee shall address all programmatic notices relative to this Agreement to the appropriate Regional Strategic Planner; contact information at www.azdohs.gov.

The subgrantee shall submit reimbursement requests relative to this Agreement to the appropriate Regional Finance Specialist; contact information at www.azdohs.gov

AZDOHS shall address all notices relative to this Agreement to:

Janeen K. Gaskins

Enter Title, First & Last Name above
City of Avondale

Enter Nonprofit Name above
11465 West Civic Center Drive

Enter Street Address
Avondale, Arizona 85323-6806

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Avondale

Enter Nonprofit Name above

Authorized Signature above

Charlie P. McClendon

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Leesa Berens Morrison

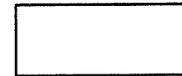
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



STATE OF ARIZONA
Department of Homeland Security



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

PLEASE FILL OUT THE SUB-RECEIPIENT AND PROJECT TITLE BLANKS ONLY

Grant #: _____

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Citizen Corps Deployment

The following document(s) have been completed and submitted with the application.

Grant Workbook

"Check" if Completed

- Project Administrative Page
- Project Narrative (Question 1 & 2)
- Project Justification (Question 3 & 4)
- Milestones (Question 5)

Complete Project Summary

Please be sure to only complete the following worksheets that pertain to your project.

- Equipment Budget Detail Worksheet
- Equipment Budget Narrative
- Training Budget Detail Worksheet
- Training Budget Narrative
- Exercise Budget Detail Worksheet
- Exercise Budget Narrative
- Planning Budget Data Worksheet
- Planning Budget Narrative
- Organization Budget Detail Worksheet
- Organization Budget Narrative

Memorandum of Agreement (if applicable)

The due date for this application is Monday, June 30, 2008 at 5:00PM. No late applications will be accepted. No incomplete workbooks will be accepted, there will be no opportunity for clarifications once the workbook has been submitted. To submit an application, please e-mail the completed workbook to your Regional Strategic Planner:

| Central Region | North & West Regions | South & East Regions | State Agencies |
|--|--|---|---|
| Susan Dzbanko 602-542-1777 sdzbanko@azdohs.gov | Huma Haroon 602-524-7012 shharoon@azdohs.gov | Will Schulz 602-542-7044 wschulz@azdohs.gov | Lisa Hansen 602-542-7014 lhansen@azdohs.gov |

Grant Timeline

Monday, June 30, 2008 at 5:00 PM - Application/Workbook due to AZDOHS

July 2008 - September 2008

- Applicable applications will be reviewed by the Interoperability Workgroup
- Regional Advisory Councils will provide recommendations to the Director of AZDOHS

September 2008 (estimated) - Awards will be made to local jurisdictions and state agencies.

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 24 months.



STATE OF ARIZONA
Department of Homeland Security

0

2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Citizen Corps Deployment

Grant Program UASI - URBAN AREA SECURITY INITIATIVE

TO BE COMPLETED BY SUB-RECIPIENT--SEE COMMENTS

1. Unit of Government: City of Avondale Fire Department

Point of Contact: Art Snapp

Sub-recipient Address:

Street 1825 N 107th Ave

City/State/Zip Avondale AZ 85392

1a. Agency's Authorized Individual: Art Snapp

Authorized individual has delegated authority to make application on behalf of the agency

Phone #: 623-333-6000

FAX #: 623-333-0100

E-Mail Address: asnapp@avondale.org

2. Organization Type (Check Applicable Box)

State Agency

Tribe

County

Municipality

Specialty District

Specify _____

Other _____

Other:(Specify) _____

3. Region or Entity: Phoenix UASI

4. Initiative Title: Strengthen Planning and Citizen Preparedness

5. Project Title: Phoenix Urban Area Citizen Corps Deployment

6. Total Dollar Amount Requested: \$14,450 Total Dollar Amount Awarded: _____

7. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):
6.9, 10.7, 14.1,8,9,10, 16.11, 16.12

8. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.
No. This is an all environment project, and without full funding, the necessary equipment cannot be purchased. As a result, there would be no sheltering capability.

9. Please list the multiple jurisdictions served by this project.

10. If this is a multi-disciplinary project, please list the disciplines served (e.g., law enforcement, fire service, public health, etc).
Phoenix UASI/Central Region partners and statewide, upon request

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No)
No

APPROVAL PROCESS

The signatures below verifies the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact Art Snapp _____
Typed Name *Signature*

Strategic Planner or Assistant Director Planning & Preparedness _____
Typed Name *Signature*



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Citizen Corps Deployment

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

PROJECT NARRATIVE

1. Provide a summary description (scope of work) for this project. Please be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4.

This project is a continuation of the 2007 Phoenix Urban Area Citizen Corps Deployment request in support of Emergency Support Functions (ESF) 6, 15, and 17. The 2007 project funded the purchase of eighteen 20 foot shelters, 180 cots, one 14 foot shelter to be used as a command post, and 180 blankets. This request enhances the ability to shelter evacuees/victims in any climate. Although the current equipment allows sheltering 180 evacuees during milder weather which in the Phoenix Urban Area would be about a three month time span and a major challenge in the summer and winter months. The project supports the initiative "Strengthen Planning and Citizen Preparedness" as it gives the Avondale Emergency Manager the resources to plan for Sheltering Evacuees and their pets of in a disaster, Shelter in Place, and provide support during Medical Surge Capacity. The importance of this capability was demonstrated during the TOPOFF 4 exercise. This capability is available to the entire region upon request.

2. If the project has been previously funded or if funding has been requested from other sources, please provide the name of the source and the amount of funding that was dedicated to the proposed project (if applicable). Please note, supplanting funds is not allowed. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding.

This project received funding from the 2007 UASI grant program. State of Current Investment: The 2007 Phoenix UASI Investment included the purchase of sheltering equipment for 180 individuals including cots, shelters, and blankets. The cots and shelters have been purchased and blankets are ordered. The investiture consists of three caches of equipment to shelter 60 individuals. Caches are located in Avondale, Phoenix, with Chandler/Gilbert Arizona each capable of sheltering 30 individuals. The respective entities are responsible for the storage, maintenance, deployment, and demobilization of their cache.

A 48 hour planning event to test the capability of the Phoenix, Avondale, and Daisy Mountain CERT programs to deploy equipment purchased through the UASI and SHSGP grants was conducted in April 2008. This event will assist in identifying gaps in the current structure with the available equipment. Funds are being requested through the 2008 SHSGP grant program to support training of volunteers.



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

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Project Title: Phoenix Urban Area Citizen Corps Deployment

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PROJECT JUSTIFICATION

3. Explain how this project supports the State Strategy and State Preparedness Report. Please be sure to include how this project fits into one (or more) of the State Initiatives, please refer to the Project Administrative Worksheet, under Item 4. To learn more about the State Strategy, please refer to the following website (<http://www.azdohs.gov>). For a copy of the State Preparedness report please contact your Regional Strategic Planner.

This investment supports the State Homeland Security priority 8) Strengthen Planning and Citizen Preparedness in Planning Capability, Citizen Evacuation and Sheltering in Place, Mass Care, and Community Preparedness and Participation (State Preparedness Report). This project gives the City of Avondale Emergency Manager the ability to plan for and deploy a capability to shelter up to 180 citizens with consideration of those with special needs and pets as well as CERT volunteers who have been deployed in all weather conditions. The need for rapid shelter capability was demonstrated in Phoenix during TOPOFF 4 exercise when a simulated dirty bomb was detonated and thousands of citizens had to evacuate. State Homeland Security Priority 1 will also be addressed through this project including the resource typing of Shelter Equipment and capability of volunteers by type of incident. Volunteers will receive basic to advanced ICS training and will use the Incident Command structure during all shelter operations.

4. Please describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how will your organization's current capabilities be impacted or enhanced as a result of this grant?

Current capability is to shelter 60 evacuees or victims in mild weather. Receipt of this grant will allow sheltering in all climates and conditions.
Goal 1: To obtain the equipment necessary to shelter evacuees in all climates and conditions. Objective 1: to research equipment vendors, write purchase orders and order equipment by 2/30/2009 Objective 2: Purchase equipment and bring into inventory by 5/30/2009
Goal 2: Conduct equipment and sheltering specific to volunteer training. Objective 1: Identify subject matter experts from local agencies, programs, and colleges by 1/31/2009 Objective 2: Conduct bi-annual training through 09/30/2009. Objective 3: Conduct written and verbal training evaluation to correct gaps and deficiencies through 6/30/2010.
Goal 3: Two planning events/drills will be conducted to evaluate capability. Objective 1: Conduct two planning events/drills with After Action Review and written Lessons Learned by 09/30/2009.



STATE OF ARIZONA
Department of Homeland Security

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2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

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Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Citizen Corps Deployment

MILESTONES

5. Provide specific milestones for the project during the course of the contract period. Each milestone (up to 4) should provide a clear description of the projected outcome, explain a potential challenge that may be encountered in the pursuit of achieving the milestone and the corrective action taken to mitigate the challenge. Finally please be sure to include the projected start and end dates. Please note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The estimated funding cycle is September 2008 - August 2010. Please note, extensions will only be considered under extenuating circumstances.

| Milestone 1 | Start Date | End Date |
|---|------------|-----------|
| Description: Researching equipment vendors, purchase order requests and purchase orders written and equipment is purchased. Potential Challenge: Due to economy the cost of equipment increases. Corrective action would be to work with the State to reallocate funds to specific equipment deemed most critical to the project. | 10/1/2008 | 2/30/2009 |
| Milestone 2 | Start Date | End Date |
| Description: Volunteer training on sheltering and with new equipment, first class taught and classes scheduled quarterly. Potential challenge: All equipment not received by scheduled first class Corrective action: Teach sheltering class and on any equipment received. Train on additional equipment at next quarterly class | 2/15/2009 | 9/30/2009 |
| Milestone 3 | Start Date | End Date |
| Description: First training/planning event held utilizing new equipment with additional on site classes. Potential challenge: Citizen Corps funds not approved for the event. Corrective Action: Request use of SHSGP funds for the event. If denied use of SHSGP funds reschedule the event and go back to planning phase. | 2/15/2009 | 4/30/2009 |
| Milestone 4 | Start Date | End Date |
| Description: Second training/planning event utilizing results of first AAR and Lessons Learned and new equipment received. Potential Challenge: Funding through Citizen Corps Grant not approved. Corrective Action: Work through the Arizona Central Region Citizen Corps Council and local councils to find funds. Possibly cancel and go back to planning process. | 2/1/2009 | 9/30/2009 |



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Project Title: Phoenix Urban Area Citizen Corps Deployment

EQUIPMENT - BUDGET DETAIL WORKSHEET

| | Discipline Group | Whole Dollars |
|---|-------------------------------------|----------------------|
| 10 Power Equipment ▼ | C.E.R.T. ▼ | \$2,000 |
| 19 CBRNE Logistical Support Equipment ▼ | C.E.R.T. ▼ | \$7,950 |
| 21 Other Authorized Equipment ▼ | C.E.R.T. ▼ | \$4,500 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
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| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| EQUIPMENT TOTAL FOR PROJECT | | \$14,450 |



STATE OF ARIZONA

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2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0 Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Citizen Corps Deployment

TRAINING - BUDGET DETAIL WORKSHEET

State Strategy Objective Name and Action Item Number:

Title of G&T Approved Training Class or Training Event:

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number:

Title of G&T Approved Training Class or Training Event:

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number:

Title of G&T Approved Training Class or Training Event:

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number:

Title of G&T Approved Training Class or Training Event:

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

| | | | | | | | |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|
| TOTAL TRAINING COSTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|



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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

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Project Title: Phoenix Urban Area Citizen Corps Deployment

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TRAINING - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. **Each training event must be explained in detail, all training requests must be in accordance with FEMA training guidelines.** Each allowable Training Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual that may be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_I_tvrates-012308.pdf. All Equipment associated with training must be listed on the "Equipment Budget Narrative" page only.



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Project Title: Phoenix Urban Area Citizen Corps Deployment

EXERCISE - BUDGET DETAIL WORKSHEET

(Must be conducted in accordance with the Homeland Security Exercise Evaluation Program (HSEEP))

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

WARNING: OPEN THE EXERCISE EVALUATION PROGRAM
AND THE PROGRAM TO COMPLETE THE EXERCISE
EVALUATION. FAILURE TO COMPLETE THE
EVALUATION WILL RESULT IN THE EXERCISE
BEING CONSIDERED UNCOMPLETED.

| DISCIPLINE GROUP | Backfill Overtime | Contractors Consultants | Travel | Supplies | Other | Total |
|--------------------|-------------------|-------------------------|--------|----------|-------|-------|
| Click Discipline ▼ | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

WARNING: OPEN THE EXERCISE EVALUATION PROGRAM
AND THE PROGRAM TO COMPLETE THE EXERCISE
EVALUATION. FAILURE TO COMPLETE THE
EVALUATION WILL RESULT IN THE EXERCISE
BEING CONSIDERED UNCOMPLETED.

| DISCIPLINE GROUP | Backfill Overtime | Contractors Consultants | Travel | Supplies | Other | Total |
|--------------------|-------------------|-------------------------|--------|----------|-------|-------|
| Click Discipline ▼ | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

WARNING: OPEN THE EXERCISE EVALUATION PROGRAM
AND THE PROGRAM TO COMPLETE THE EXERCISE
EVALUATION. FAILURE TO COMPLETE THE
EVALUATION WILL RESULT IN THE EXERCISE
BEING CONSIDERED UNCOMPLETED.

| DISCIPLINE GROUP | Backfill Overtime | Contractors Consultants | Travel | Supplies | Other | Total |
|--------------------|-------------------|-------------------------|--------|----------|-------|-------|
| Click Discipline ▼ | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

EXERCISE TOTALS:

| Backfill Overtime | Contractors Consultants | Travel | Supplies | Other | Total |
|-------------------|-------------------------|--------|----------|-------|-------|
| \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |



STATE OF ARIZONA
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Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Citizen Corps Deployment

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

EXERCISE - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceeding page. **Each exercise event must be explained in detail.** Each allowable Exercise Expense Catagory must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_1_trvrates-012308.pdf All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only. All exercises must be in accordance with HSEEP Guidelines, that can be found at the following website: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx .



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PLANNING - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. **Each Planning Activity event must be explained in detail.** Each allowable Planning Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following location: http://www.gao.state.az.us/publications/SAAM/Supp_I_trvrates-012308.pdf. All Equipment associated with Planning must be listed on the "Equipment Budget Narrative" page only.



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Grant #: 0 Sub-recipient: Avondale Fire Dept

Project Title: Phoenix Urban Area Citizen Corps Deployment

ORGANIZATION - BUDGET DETAIL WORKSHEET
(Restricted to UASI Grant Programs Only)

Up to 25% of the total allocation may be used for Organizational Activities.

State Strategy Objective(s)

and Action Item Number(s)

| DEPARTMENT / AGENCY | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|---------------------|---|---|---|
| | \$0 | \$0 | \$0 |

State Strategy Objective(s)

and Action Item Number(s)

| DEPARTMENT / AGENCY | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|---------------------|---|---|---|
| | \$0 | \$0 | \$0 |

State Strategy Objective(s)

and Action Item Number(s)

| DEPARTMENT / AGENCY | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|---------------------|---|---|---|
| | \$0 | \$0 | \$0 |

| | | | |
|---------------------------------|-----|-----|-----|
| TOTAL ORGANIZATION COSTS | \$0 | \$0 | \$0 |
| TOTAL COSTS | \$0 | | |



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ORGANIZATION - BUDGET NARRATIVE
(Restricted to UASI Grant Programs Only)

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. Each ORGANIZATION Activity must be explained in detail. Each allowable ORGANIZATION Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_1_trvrates-012308.pdf. All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only.



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Sub-reipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Citizen Corps Deployment

PROJECT - SUMMARY

FUNDING CATEGORIES

EQUIPMENT

TRAINING

EXERCISE

PLANNING

ORGANIZATION

PROJECT TOTAL

WHOLE DOLLARS

\$14,450

\$0

\$0

\$0

\$0

\$14,450



STATE OF ARIZONA
Department of Homeland Security

2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

Points of Contact

*Address Your State Homeland Security Grant Program Management
 Questions to the Individuals Listed Below*

AZDOHS

FINANCE & ADMINISTRATION

Terry Riordan
 Assistant Director of Finance and Administration
 (602) 542-7056 Triordan@azdohs.gov

Timothy Grubbs
 Finance and Administration Manager
 (602) 542-7062 Tgrubbs@azdohs.gov

STRATEGIC PLANNING

Lisa Hansen
 Assistant Director of Planning and Preparedness
 (602) 542-7014 Lhansen@azdohs.gov

EQUIPMENT MONITORING STAFF

Michael Stidham
 (602) 542-7041 Mstidham@azdohs.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central Region & Phoenix UASI

Susan Dzbanko
 Strategic Planner
 Office: (602) 542-1777
 Cell: (602) 319-8837
Sdzbanko@azdohs.gov

Lois George
 Grant & Finance Specialist
 (602) 542-7047
Lgeorge@azdohs.gov

North & West Regions

Huma Haroon
 Strategic Planner
 Office: (602) 542-7012
 Cell: (602) 568-2973
Shharoon@azdohs.gov

Jessica Thiers
 Grant & Finance Specialist
 (602) 542-7037
Jthiers@azdohs.gov

South & East Regions, Tucson UASI

William Schulz
 Strategic Planner
 Office: (602) 542-7044
 Cell: (602) 568-5806
Wschulz@azdohs.gov

Quinn Henderson
 Grant & Finance Specialist
 (602) 542-1716
Qhenderson@azdohs.gov

ADEM (Training & Exercise)

**Homeland Security
 Training Coordinator**

Ron Kopcik
 Office: (602) 231-6210
ron.kopcik@azdema.gov

Exercise Coordinator

Steve Marshall
 Office: (602) 392-7514
steve.marshall@azdema.gov

Exercise Coordinator

Dan Varner
 Office: (602) 392-7544
dan.varner@azdema.gov



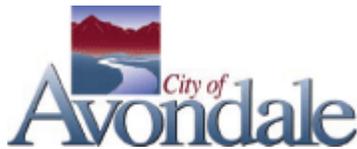
Arizona Department of Homeland Security
 1700 West Washington Street, Suite 101
 Phoenix, AZ 85007

Budget Summary

| Allowable Planning Costs | SHSP | UASI | MMIRS | CCP | Choose Primary Discipline |
|---|------|------|-------|------|---------------------------------|
| Public education & outreach | | | | | Choose Solution Area Discipline |
| Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives, including State Preparedness Reports | | | | | Choose Solution Area Discipline |
| Develop and enhance plans and protocols | | | | | Choose Solution Area Discipline |
| Develop or conduct assessments | | | | | Choose Solution Area Discipline |
| Establish, enhance, or evaluate Citizen Corps related volunteer programs | | | | | Choose Solution Area Discipline |
| Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) | | | | | Choose Solution Area Discipline |
| Conferences to facilitate planning activities | | | | | Choose Solution Area Discipline |
| Materials required to conduct planning activities | | | | | Choose Solution Area Discipline |
| Travel/per diem related to planning activities | | | | | Choose Solution Area Discipline |
| Overtime and backfill costs (IAW operational Cost Guidance) | | | | | Choose Solution Area Discipline |
| Other project areas with prior approval from FEMA | | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - | \$ - |
| Allowable Organizational Activities | SHSP | UASI | MMIRS | CCP | Choose Primary Discipline |
| Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Hiring of full- or part-time staff or contractors for emergency management activities | N/A | N/A | N/A | | Choose Solution Area Discipline |
| Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - | \$ - |

| Allowable Equipment Categories | SHSP | UASI | MMIRS | CCP | Choose Primary Discipline |
|--|------|------|-------|-----------|---------------------------------|
| Personal Protective Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Explosive Device Mitigation and Remediation Equipment | | | | | Choose Solution Area Discipline |
| CBRNE Operational Search and Rescue Equipment | | | | | Choose Solution Area Discipline |
| Information Technology | | | | | Choose Solution Area Discipline |
| Cyber Security Enhancement Equipment | | | | | Choose Solution Area Discipline |
| Interoperable Communications Equipment | | | | | Choose Solution Area Discipline |
| Detection | | | | | Choose Solution Area Discipline |
| Decontamination | | | | | Choose Solution Area Discipline |
| Medical | | | | | Choose Solution Area Discipline |
| Power | | | | \$ 2,000 | C.E.R.T. |
| CBRNE Reference Materials | | | | N/A | Choose Solution Area Discipline |
| CBRNE Incident Response Vehicles | | | | | Choose Solution Area Discipline |
| Terrorism Incident Prevention Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Physical Security Enhancement Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Inspection and Screening Systems | | | | | Choose Solution Area Discipline |
| Agriculture Terrorism Prevention, Response, and Mitigation Equipment | | | | | Choose Solution Area Discipline |
| CBRNE Prevention and Response Watercraft | | | | | Choose Solution Area Discipline |
| CBRNE Aviation Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| CBRNE Logistical Support Equipment | | | | | Choose Solution Area Discipline |
| Intervention Equipment | | | | | Choose Solution Area Discipline |
| Other Authorized Equipment | | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ 14,450 | C.E.R.T. \$ 14,450 |

| SHSP | UASI | MMRS | CCP | Choose Primary Discipline |
|---|------|------|-----------|---------------------------------|
| Allowable Training Costs | | | | |
| Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes | | | | Choose Solution Area Discipline |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training | | | | Choose Solution Area Discipline |
| Training workshops and conferences | | | | Choose Solution Area Discipline |
| Full- or part-time staff or contractors/consultants | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Supplies | | | | Choose Solution Area Discipline |
| Tuition for higher education | | | | Choose Solution Area Discipline |
| Other items | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Allowable Exercise Related Costs | | | | |
| Design, Develop, Conduct and Evaluate an Exercise | | | | Choose Solution Area Discipline |
| Exercise planning workshop | | | | Choose Solution Area Discipline |
| Full- or part-time staff or contractors/consultants | | | | Choose Solution Area Discipline |
| Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises | | | | Choose Solution Area Discipline |
| Implementation of HSEEP | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Supplies | | | | Choose Solution Area Discipline |
| Other items | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Allowable Management & Administrative Costs | | | | |
| Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements | | | | Choose Solution Area Discipline |
| Development of operating plans for information collection and processing necessary to respond to FEMA data calls | | | | Choose Solution Area Discipline |
| Overtime and backfill costs | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Meeting related expenses | | | | Choose Solution Area Discipline |
| Authorized office equipment | | | | Choose Solution Area Discipline |
| Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program | | | | Choose Solution Area Discipline |
| Leasing or renting of space for newly hired personnel during the period of performance of the grant program | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Grand Totals | \$ - | \$ - | \$ 14,450 | \$ 14,450 |



CITY COUNCIL REPORT

SUBJECT:

Resolution 2797-109 - IGA between Arizona
Department of Homeland Security and Avondale
Fire Department for the Phoenix Urban Area
Volunteer Reception Center Agreement

MEETING DATE:

January 5, 2009

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To authorize the approval of an IGA between the City of Avondale and State of Arizona Department of Homeland Security for the purpose of executing Grant 444806-02 which will allow the City of Avondale to spend \$16,030 on items associated with volunteer reception centers for the Avondale Fire Department's anti- terrorism efforts.

BACKGROUND:

Over the last three years the City of Avondale's Fire Department has been an active participant in State Homeland Security Grant Program. Chief Snapp and Susan Pistoia have made it a point to attend all of the necessary meetings and have managed to seize funding opportunities that will assist the city with homeland security equipment, training, and technical assistance.

DISCUSSION:

The Fire Departments active participation in the State Homeland Security Grant Program has allowed the city to receive \$48,280 this fiscal year. The funding will be used for Citizen Corps Deployment (\$14,450), Terrorism Liaison Sustainability (\$4,000), and Urban Area Volunteer Reception Center (16,030).

The Urban Area Volunteer Reception Center grant for \$16,030 will allow the Fire Department to strengthen planning and citizen preparedness by managing six volunteer reception centers in the Phoenix UASI Region. These centers will be able to spontaneously respond to disasters. Volunteers that staff the centers will receive training from Make a Difference and CERT. Avondale's CERT program will be responsible for setting up and managing the volunteer reception center in partnership with the Make a Difference Foundation.

BUDGETARY IMPACT:

There is no match requirement for this grant.

RECOMMENDATION:

To authorize the approval of an IGA between the City of Avondale and State of Arizona Department of Homeland Security for the purpose of executing grant 444806-01, which will allow the City of Avondale to spend \$16,030 on items, associated with volunteer reception centers for the Avondale Fire Department's anti- terrorism efforts.

ATTACHMENTS:

Click to download

 [Resolution 2797-109](#)

RESOLUTION NO. 2797-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING AN URBAN AREA SECURITY INITIATIVE GRANT AWARD FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY RELATING TO A VOLUNTEER RECEPTION CENTER.

WHEREAS, the Arizona Department of Homeland Security (“AZDOHS”) has awarded the City of Avondale (the “City”) an Urban Area Security Initiative Grant Award (the “Grant”) in the amount of \$16,030.00, for the project entitled “Phoenix Urban Area Volunteer Reception Centers”; and

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds.

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

SECTION 1. That the Subgrantee Agreement with the AZDOHS relating to the Grant (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2797-109

[Subgrantee Agreement]

See following pages.



State of Arizona Department of Homeland Security



Governor Janet Napolitano

Director Leesa Berens Morrison

September 22, 2008

Art Snapp
City of Avondale Fire Department
1825 N 107th Ave
Avondale, AZ 85392

Subject: FFY 2008 Homeland Security Grant Program Award
Grant Agreement Number: **444806-02**
Project Title: **Phoenix Urban Area Volunteer Reception Centers**

Dear Art Snapp:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Phoenix Urban Area Volunteer Reception Centers**" has been funded under the **URBAN AREA SECURITY INITIATIVE** for **\$16,030.00**. The grant performance period is **October 1, 2008 through September 30, 2009**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, endorsed and returned to AZDOHS:

1. Go to www.azdohs.gov under FFY2008 Grant Awards and download:
 - a. Two original signed Subgrantee Agreements
 - b. Standard Data Collection Form
 - c. Financial Systems Survey
 - d. Workbook administration page (enclosed)
2. Complete NIMSCAST at www.fema.gov/nimscast. For more information on NIMSCAST contact Mariano Gonzalez at Mariano.gonzalez@azdema.gov, or (602) 231-6327. No hard copy required.

Hard copies will not be mailed to you. Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement.

As a reminder, all radios purchased with Homeland Security funds must be P25 capable; reimbursement requests that contain radios that are not P25 capable will not be reimbursed. If you should have any questions please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Leesa Berens Morrison
Director

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7030 Fax: (602) 364-1521 www.azdohs.gov

SUBGRANTEE AGREEMENT

08-AZDOHS-HSGP-444806-02

Enter Grant Agreement Number above (e.g., 444xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

City of Avondale

Enter the Name of the Subgrantee Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Avondale

Enter the Name of the Subgrantee Agency Above

(subgrantee) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subgrantee's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2008 and shall terminate on September 30, 2009.

III. DESCRIPTION OF SERVICES

The subgrantee shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled " Phoenix Urban Area Volunteer Reception Centers " "

Enter Title of Workbook

and funded at \$ 16,030.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to \$ 16,030.00 to the subgrantee for services provided under Paragraph III.
 Enter Funded Amount above

b) Payment made by the AZDOHS to the subgrantee shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subgrantee. A listing of acceptable documentation can be found at www.azdohs.gov. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the subgrantee under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the subgrantee shall be for only the amount of dollars actually spent by the subgrantee. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption by the AZDOHS, the State, or Federal government, the subgrantee shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT

The subgrantee agrees to terms specified in A.R.S. § 35-214 and § 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subgrantee must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subgrantee expends more than \$500,000 from Federal awards. If the subgrantee has expended more than \$500,000 in Federal dollars, a copy of the subgrantee's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The subgrantee must comply with the Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative

Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subgrantee agrees to complete the National Incident Management Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The sub-grantee must comply with Environmental Planning and Historic Preservation, in accordance with DHS Information Bulletin (IB) dated December 5, 2007.

Individual Consultants

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subgrantee and 44 CFR Chapter 1, Part 13 and should not exceed the maximum of \$450 per day unless prior written approval is granted by the AZDOHS.

Personnel and Travel Costs

Personnel and travel costs must be consistent with the subgrantee's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time can the subgrantee's policies exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.az.us>.

Non-Supplanting Agreement

The subgrantee shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

E-Verify

The subgrantee warrants that it is registered with and participating in the E-Verify Program as required by A.R.S. § 23-214 (B). If the Arizona Department of Homeland Security determines that the subgrantee is not complying with A.R.S. § 23-214, then the Arizona Department of Homeland Security shall notify the subgrantee of the determination of non-compliance and of the subgrantee's right to appeal the determination. Upon a final determination of non-compliance the subgrantee shall repay all monies received pursuant to this grant within thirty (30) days of the final determination.

Property Control

Effective control and accountability must be maintained for all property. The subgrantee must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subgrantee shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) **Nonexpendable:** Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) **Property Control Record Form:** At the time when the final request for reimbursement is submitted, the subgrantee must file with the AZDOHS a copy of their Property Control Record Form listing all such capital property acquired with grant funds. The subgrantee agrees to be subject to equipment monitoring and auditing by State or Federal authorized representatives for verification of information.
- c) **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal grant funds. When use of the property for project activities is discontinued, the subgrantee shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

VIII. DEBARMENT CERTIFICATION

The subgrantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

IX. FUNDS MANAGEMENT

The subgrantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subgrantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subgrantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subgrantee shall include:

a) Programmatic Reports

1. The subgrantee shall provide quarterly program activity reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided except for the final report which shall be submitted within forty-five (45) days. The subgrantee shall use the form provided by the AZDOHS to submit quarterly program activity reports. The report shall contain such information as deemed necessary by the AZDOHS. The subgrantee shall use the Quarterly Program Report Format template, which is posted at www.azdohs.gov.

a. Quarterly reports are due:

January 15, (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

The final programmatic report as submitted shall be marked FINAL.

b) Financial Reimbursements

1. The subgrantee shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Cover Sheet template provided on line at the AZDOHS website, www.azdohs.gov. The subgrantee shall submit a final reimbursement for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subgrantee may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subgrantee and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subgrantee's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The subgrantee expressly and explicitly understands and agrees that no other method of communication,

including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. SUBCONTRACTORS

The subgrantee may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy, OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide.

The subgrantee agrees and understands that no subcontract that the subgrantee enters into with respect to performance under this Agreement shall in any way relieve the subgrantee of any responsibilities for performance of its duties. The subgrantee shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subgrantee by any subcontractor or vendor which in the opinion of the subgrantee may result in litigation related in any way to the Agreement with the AZDOHS.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind either party for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subgrantee does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subgrantee give a written assurance of intent to perform. Failure by the subgrantee to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subgrantee, immediately cancels 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 State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subgrantee assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subgrantee toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subgrantee in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subgrantee agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subgrantee agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subgrantee shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subgrantee, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subgrantee shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. § 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subgrantee shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subgrantee agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

“This project was supported by Federal Grant CFDA 97.067 awarded by the Arizona Department of Homeland Security. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and the Arizona Department of Homeland Security.”

The subgrantee also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. The AZDOHS may

waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

The AZDOHS and the subgrantee recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subgrantee agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subgrantee.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subgrantee shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

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

XXXIV. CONFIDENTIALITY OF SUBGRANTEE'S INFORMATION

The subgrantee acknowledges that confidentiality provided in A.R.S. §§ 41-1505.06 (D) and 41-1505.07(J) may be waived with the subgrantee's consent, and subgrantee consents to a total and complete waiver of confidentiality. In waiving confidentiality, subgrantee understands and consents to disclosure of any information submitted to the AZDOHS that concerns the identity, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the subgrantee or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential."

XXXV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subgrantee or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subgrantee shall be liable to the AZDOHS for any excess costs

incurred by the AZDOHS in procuring materials or services in substitution for those due from the subgrantee.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subgrantee shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVII. PARAGRAPH HEADINGS

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

XXXVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subgrantee represents and warrants that he or she is duly authorized to execute this Agreement.

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subgrantee shall address all programmatic notices relative to this Agreement to the appropriate Regional Strategic Planner; contact information at www.azdohs.gov.

The subgrantee shall submit reimbursement requests relative to this Agreement to the appropriate Regional Finance Specialist; contact information at www.azdohs.gov

AZDOHS shall address all notices relative to this Agreement to:

Janeen K. Gaskins

Enter Title, First & Last Name above
City of Avondale

Enter Nonprofit Name above
11465 West Civic Center Drive

Enter Street Address
Avondale, Arizona 85323-6806

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Avondale

Enter Nonprofit Name above

Authorized Signature above
Charlie P. McClendon

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

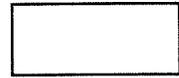
Leesa Berens Morrison
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



STATE OF ARIZONA
Department of Homeland Security



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

PLEASE FILL OUT THE SUB-RECIPIENT AND PROJECT TITLE BLANKS ONLY

Grant #: _____

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

The following document(s) have been completed and submitted with the application.

Grant Workbook

"Check" if Completed

- Project Administrative Page
- Project Narrative (Question 1 & 2)
- Project Justification (Question 3 & 4)
- Milestones (Question 5)

Complete Project Summary

Please be sure to only complete the following worksheets that pertain to your project.

- Equipment Budget Detail Worksheet
- Equipment Budget Narrative
- Training Budget Detail Worksheet
- Training Budget Narrative
- Exercise Budget Detail Worksheet
- Exercise Budget Narrative
- Planning Budget Data Worksheet
- Planning Budget Narrative
- Organization Budget Detail Worksheet
- Organization Budget Narrative

Memorandum of Agreement (if applicable)

The due date for this application is Monday, June 30, 2008 at 5:00PM. No late applications will be accepted. No incomplete workbooks will be accepted, there will be no opportunity for clarifications once the workbook has been submitted. To submit an application, please e-mail the completed workbook to your Regional Strategic Planner:

| Central Region | North & West Regions | South & East Regions | State Agencies |
|--|--|---|---|
| Susan Dzbanko 602-542-1777 sdzbanko@azdohs.gov | Huma Haroon 602-524-7012 shharoon@azdohs.gov | Will Schulz 602-542-7044 wschulz@azdohs.gov | Lisa Hansen 602-542-7014 lhansen@azdohs.gov |

Grant Timeline

Monday, June 30, 2008 at 5:00 PM - Application/Workbook due to AZDOHS

July 2008 - September 2008

- Applicable applications will be reviewed by the Interoperability Workgroup
- Regional Advisory Councils will provide recommendations to the Director of AZDOHS

September 2008 (estimated) - Awards will be made to local jurisdictions and state agencies.

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 24 months.



STATE OF ARIZONA
Department of Homeland Security

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2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

Grant Program UASI - URBAN AREA SECURITY INITIATIVE

TO BE COMPLETED BY SUB-RECIPIENT--SEE COMMENTS

1. Unit of Government: City of Avondale Fire Department

Point of Contact: Art Snapp

Sub-recipient Address:

Street 1825 N 107th Ave

City/State/Zip Avondale, AZ 85392

1a. Agency's Authorized Individual: Art Snapp

Authorized individual has delegated authority to make application on behalf of the agency

Phone #: 623-333-6000

FAX #: 623-333-0100

E-Mail Address: asnapp@avondale.org

2. Organization Type (Check Applicable Box)

State Agency

Tribe

County

Municipality

Specialty District

Specify _____

Other _____

Other:(Specify) _____

3. Region or Entity: Phoenix UASI

4. Initiative Title: Strengthen Planning and Citizen Preparedness

5. Project Title: Phoenix Urban Area Volunteer Reception Centers

6. Total Dollar Amount Requested: \$16,030 Total Dollar Amount Awarded: _____

7. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):
6.9, 10.7, 14.1,8,9,10, 16.11, 16.12

8. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.
No. If full funding is not received the Phoenix Urban Area/Central Region partners will not be able to open and manage any Volunteer Reception Centers.

9. Please list the multiple jurisdictions served by this project.
Phoenix Urban Area/Central Region partners and available statewide upon request

10. If this is a multi-disciplinary project, please list the disciplines served (e.g., law enforcement, fire service, public health, etc).

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No)
No

APPROVAL PROCESS

The signatures below verifies the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact Art Snapp _____
Typed Name *Signature*

Strategic Planner or Assistant Director Planning & Preparedness _____
Typed Name *Signature*



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

PROJECT NARRATIVE

1. Provide a summary description (scope of work) for this project. Please be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4.

This project is meant to Strengthen Planning and Citizen Preparedness through the capability to set up and manage six Volunteer Reception Centers in the Phoenix UASI Region. The closing of the Volunteer Center of Maricopa County left City of Phoenix without the capability of managing spontaneous volunteers in the event of a disaster. Project scope is to provide five of the largest municipalities with the capability to establish at least one VRC within six hours of request. TOPOFF 4 demonstrated the need for such a capability with the suddenness of the event. The VRC will be capable of processing and credentialing spontaneous non affiliated volunteers. Volunteers will staff the VRC and receive training from Make a Difference and CERT. Municipal CERT programs funded through this project will be responsible for setting up and managing the VRC in partnership with Make a Difference. Make a Difference has been tasked by the Governor's office with establishing and managing a VRC in a State declared disaster.

2. If the project has been previously funded or if funding has been requested from other sources, please provide the name of the source and the amount of funding that was dedicated to the proposed project (if applicable). Please note, supplanting funds is not allowed. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding.

This project has not been previously funded. Make a Difference Foundation personnel have conducted one VRC class for Phoenix CERT volunteers. Funding for training and planning will be requested from the 2008 State Homeland Security Grant Program (SHSGP).



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

PROJECT JUSTIFICATION

3. Explain how this project supports the State Strategy and State Preparedness Report. Please be sure to include how this project fits into one (or more) of the State Initiatives, please refer to the Project Administrative Worksheet, under Item 4. To learn more about the State Strategy, please refer to the following website (<http://www.azdohs.gov>). For a copy of the State Preparedness report please contact your Regional Strategic Planner.

Maricopa County Volunteer Center was responsible for fulfilling National Response Framework Emergency Support Function (ESF) 15 Volunteer and Donations Management in the Phoenix UASI Region closed. This closure has left a major gap in the ability to manage spontaneous volunteers in the event of a disaster. In order to receive, train and manage these volunteers the City of Phoenix will be responsible for establishing and managing (with the assistance of Make a Difference Foundation) two Volunteer Reception Centers. This project supports the State Initiative "Strengthen Planning and Citizen Preparedness" and specifically the City of Phoenix Emergency Operations Plan, ESF15 Volunteer and Donations Management. In the event of a disaster many citizens become spontaneous volunteers. Due to a lack of training or affiliation with an established program these spontaneous volunteers can become a liability to first responders as well as placing themselves in situations where they may be injured or killed.

4. Please describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how will your organization's current capabilities be impacted or enhanced as a result of this grant?

The primary goal of this project is to develop the capability to set up and manage two Volunteer Reception Centers (VRC) in support of Emergency Support Function (ESF) 15 in the event of a disaster in Phoenix. Objective 1: To purchase equipment by March 31, 2009, Objective 2: To begin VRC training October 31, 2008 Objective 3: to conduct classes bi-annually with evaluations through 09/30/2009.

Goal 2: demonstrate VRC capability through participation in drills Objective 1: To conduct or participate in drills, After Action Reviews, and written Lessons Learned by 3/31/2009. The City of Phoenix Disaster Response Plan has the Maricopa County Volunteer Center responsible for spontaneous volunteers in the City of Phoenix, the Center closed. This project will allow the City of Phoenix Emergency Manager to meet the requirements of the ESF15 through local resources in partnership with Make a Difference.



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Department of Homeland Security

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2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

MILESTONES

5. Provide specific milestones for the project during the course of the contract period. Each milestone (up to 4) should provide a clear description of the projected outcome, explain a potential challenge that may be encountered in the pursuit of achieving the milestone and the corrective action taken to mitigate the challenge. Finally please be sure to include the projected start and end dates. Please note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The estimated funding cycle is September 2008 - August 2010. Please note, extensions will only be considered under extenuating circumstances.

| Milestone 1 | | |
|--|------------|-----------|
| Description: | Start Date | End Date |
| Researching equipment vendors, purchase order requests and purchase orders written and equipment is purchased. Potential Challenge: Due to economy the cost of equipment increases. Corrective action would be to work with the State to reallocate funds to specific sub-objects deemed most important to the project. | 10/1/2008 | 3/31/2009 |
| Milestone 2 | | |
| Description: | Start Date | End Date |
| Equipment is inventoried and becomes a part of the deployment cache. Potential Challenge: A partner agency opts out of the cache storage and deployment process. Corrective Action would include working to locate other agencies willing to provide cache and deployment capabilities preferred. Another possible action would be that a participating agency take on the additional equipment. | 10/31/2008 | 9/30/2009 |
| Milestone 3 | | |
| Description: | Start Date | End Date |
| Training is scheduled bi-annually and instructors identified. Instructors will be subject matter experts from local agencies, programs, and colleges. Potential Challenge: Syllabus is not available for a specific class. Corrective action will be to develop a course syllabus/curriculum. | 10/30/2008 | 9/30/2009 |
| Milestone 4 | | |
| Description: | Start Date | End Date |
| First planning event conducted with After Action Review and Lessons Learned written and published. Potential Challenge: Not able to conduct the event on the date scheduled due to unforeseen circumstances. Corrective action will be to reschedule event and if necessary revisit the planning process. | 2/1/2009 | 3/31/2009 |



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2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

EQUIPMENT - BUDGET DETAIL WORKSHEET

| | <u>Discipline Group</u> | <u>Whole Dollars</u> |
|---|-------------------------------------|----------------------|
| 12 CBRNE Incident Response Vehicles ▼ | C.E.R.T. ▼ | \$8,000 |
| 4 Information Technology ▼ | C.E.R.T. ▼ | \$5,200 |
| 10 Power Equipment ▼ | C.E.R.T. ▼ | \$800 |
| 21 Other Authorized Equipment ▼ | C.E.R.T. ▼ | \$910 |
| 19 CBRNE Logistical Support Equipment ▼ | C.E.R.T. ▼ | \$1,120 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
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| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |

EQUIPMENT TOTAL FOR PROJECT **\$16,030**



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0 Sub-recipient: ity of Avondale Fire Departme

Project Title: Phoenix Urban Area Volunteer Reception Centers

TRAINING - BUDGET DETAIL WORKSHEET

State Strategy Objective Name and Action Item Number: _____

Title of G&T Approved Training Class or Training Event: _____

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number: _____

Title of G&T Approved Training Class or Training Event: _____

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number: _____

Title of G&T Approved Training Class or Training Event: _____

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number: _____

Title of G&T Approved Training Class or Training Event: _____

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

| | | | | | | | |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|
| TOTAL TRAINING COSTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|



STATE OF ARIZONA
Department of Homeland Security

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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

TRAINING - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. **Each training event must be explained in detail, all training requests must be in accordance with FEMA training guidelines.** Each allowable Training Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual that may be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_I_trvrates-012308.pdf. All Equipment associated with training must be listed on the "Equipment Budget Narrative" page only.



STATE OF ARIZONA
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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

EXERCISE - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceeding page. **Each exercise event must be explained in detail.** Each allowable Exercise Expense Catagory must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_1_trvrates-012308.pdf All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only. All exercises must be in accordance with HSEEP Guidelines, that can be found at the following website: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx .



STATE OF ARIZONA
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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

PLANNING - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. **Each Planning Activity event must be explained in detail.** Each allowable Planning Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following location: http://www.gao.state.az.us/publications/SAAM/Supp_1_trvrates-012308.pdf. All Equipment associated with Planning must be listed on the "Equipment Budget Narrative" page only.



STATE OF ARIZONA
Department of Homeland Security

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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0 Sub-recipient: Avondale Fire Depa

Project Title: Phoenix Urban Area Volunteer Reception Centers

ORGANIZATION - BUDGET DETAIL WORKSHEET
(Restricted to UASI Grant Programs Only)

Up to 25% of the total allocation may be used for Organizational Activities.

State Strategy Objective(s) _____
and Action Item Number(s) _____

| <u>DEPARTMENT / AGENCY</u> | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|----------------------------|---|---|---|
| | \$0 | \$0 | \$0 |

State Strategy Objective(s) _____
and Action Item Number(s) _____

| <u>DEPARTMENT / AGENCY</u> | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|----------------------------|---|---|---|
| | \$0 | \$0 | \$0 |

State Strategy Objective(s) _____
and Action Item Number(s) _____

| <u>DEPARTMENT / AGENCY</u> | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|----------------------------|---|---|---|
| | \$0 | \$0 | \$0 |

| | | | |
|---------------------------------|-----|-----|-----|
| TOTAL ORGANIZATION COSTS | \$0 | \$0 | \$0 |
| TOTAL COSTS | \$0 | | |



STATE OF ARIZONA
Department of Homeland Security

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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

ORGANIZATION - BUDGET NARRATIVE
(Restricted to UASI Grant Programs Only)

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. Each ORGANIZATION Activity must be explained in detail. Each allowable ORGANIZATION Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_I_trvrates-012308.pdf. All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only.

Empty box for Organization Budget Narrative



STATE OF ARIZONA
Department of Homeland Security

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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-receipt: City of Avondale Fire Department

Project Title: Phoenix Urban Area Volunteer Reception Centers

PROJECT - SUMMARY

FUNDING CATEGORIES

EQUIPMENT

TRAINING

EXERCISE

PLANNING

ORGANIZATION

PROJECT TOTAL

WHOLE DOLLARS

\$16,030

\$0

\$0

\$0

\$0

\$16,030



STATE OF ARIZONA
Department of Homeland Security

2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

Points of Contact

*Address Your State Homeland Security Grant Program Management
 Questions to the Individuals Listed Below*

AZDOHS

FINANCE & ADMINISTRATION

Terry Riordan
 Assistant Director of Finance and Administration
 (602) 542-7056 Triordan@azdohs.gov

Timothy Grubbs
 Finance and Administration Manager
 (602) 542-7062 Tgrubbs@azdohs.gov

STRATEGIC PLANNING

Lisa Hansen
 Assistant Director of Planning and Preparedness
 (602) 542-7014 Lhansen@azdohs.gov

EQUIPMENT MONITORING STAFF

Michael Stidham
 (602) 542-7041 Mstidham@azdohs.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central Region & Phoenix UASI

Susan Dzbanko
 Strategic Planner
 Office: (602) 542-1777
 Cell: (602) 319-8837
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Huma Haroon
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William Schulz
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Quinn Henderson
 Grant & Finance Specialist
 (602) 542-1716
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ADEM (Training & Exercise)

**Homeland Security
 Training Coordinator**

Ron Kopcik
 Office: (602) 231-6210
ron.kopcik@azdema.gov

Exercise Coordinator

Steve Marshall
 Office: (602) 392-7514
steve.marshall@azdema.gov

Exercise Coordinator

Dan Varner
 Office: (602) 392-7544
dan.varner@azdema.gov



Arizona Department of Homeland Security
 1700 West Washington Street, Suite 101
 Phoenix, AZ 85007

Budget Summary

| Allowable Planning Costs | SHSP | UASI | MMIRS | CCP | Choose Primary Discipline |
|---|------|------|-------|------|---------------------------------|
| Public education & outreach | | | | | Choose Solution Area Discipline |
| Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives, including State Preparedness Reports | | | | | Choose Solution Area Discipline |
| Develop and enhance plans and protocols | | | | | Choose Solution Area Discipline |
| Develop or conduct assessments | | | | | Choose Solution Area Discipline |
| Establish, enhance, or evaluate Citizen Corps related volunteer programs | | | | | Choose Solution Area Discipline |
| Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) | | | | | Choose Solution Area Discipline |
| Conferences to facilitate planning activities | | | | | Choose Solution Area Discipline |
| Materials required to conduct planning activities | | | | | Choose Solution Area Discipline |
| Travel/per diem related to planning activities | | | | | Choose Solution Area Discipline |
| Overtime and backfill costs (IAW operational Cost Guidance) | | | | | Choose Solution Area Discipline |
| Other project areas with prior approval from FEMA | | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - | \$ - |
| Allowable Organizational Activities | SHSP | UASI | MMIRS | CCP | Choose Primary Discipline |
| Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Hiring of full- or part-time staff or contractors for emergency management activities | N/A | N/A | N/A | | Choose Solution Area Discipline |
| Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - | \$ - |

| Allowable Equipment Categories | SHSP | UASI | MMRS | CCP | Choose Primary Discipline |
|--|------|------|------|-----------|---------------------------------|
| Personal Protective Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Explosive Device Mitigation and Remediation Equipment | | | | | Choose Solution Area Discipline |
| CBRNE Operational Search and Rescue Equipment | | | | \$ 5,200 | Choose Solution Area Discipline |
| Information Technology | | | | | C.E.R.T. |
| Cyber Security Enhancement Equipment | | | | | Choose Solution Area Discipline |
| Interoperable Communications Equipment | | | | | Choose Solution Area Discipline |
| Detection | | | | | Choose Solution Area Discipline |
| Decontamination | | | | \$ 800 | Choose Solution Area Discipline |
| Medical | | | | | C.E.R.T. |
| Power | | | | | Choose Solution Area Discipline |
| CBRNE Reference Materials | | | | N/A | C.E.R.T. |
| CBRNE Incident Response Vehicles | | | | \$ 8,000 | C.E.R.T. |
| Terrorism Incident Prevention Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Physical Security Enhancement Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Inspection and Screening Systems | | | | | Choose Solution Area Discipline |
| Agriculture Terrorism Prevention, Response, and Mitigation Equipment | | | | | Choose Solution Area Discipline |
| CBRNE Prevention and Response Watercraft | | | N/A | N/A | Choose Solution Area Discipline |
| CBRNE Aviation Equipment | | | | | Choose Solution Area Discipline |
| CBRNE Logistical Support Equipment | | | | \$ 1,120 | Choose Solution Area Discipline |
| Intervention Equipment | | | | | C.E.R.T. |
| Other Authorized Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ 16,030 | \$ 16,030 |

| SHSP | UASI | MMRS | CCP | Choose Primary Discipline |
|---|------|------|-----------|---------------------------------|
| Allowable Training Costs | | | | |
| Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes | | | | Choose Solution Area Discipline |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training | | | | Choose Solution Area Discipline |
| Training workshops and conferences | | | | Choose Solution Area Discipline |
| Full- or part-time staff or contractors/consultants | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Supplies | | | | Choose Solution Area Discipline |
| Tuition for higher education | | | | Choose Solution Area Discipline |
| Other items | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Allowable Exercise Related Costs | | | | |
| Design, Develop, Conduct and Evaluate an Exercise | | | | Choose Solution Area Discipline |
| Exercise planning workshop | | | | Choose Solution Area Discipline |
| Full- or part-time staff or contractors/consultants | | | | Choose Solution Area Discipline |
| Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises | | | | Choose Solution Area Discipline |
| Implementation of HSEEP | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Supplies | | | | Choose Solution Area Discipline |
| Other items | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Allowable Management & Administrative Costs | | | | |
| Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements | | | | Choose Solution Area Discipline |
| Development of operating plans for information collection and processing necessary to respond to FEMA data calls | | | | Choose Solution Area Discipline |
| Overtime and backfill costs | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Meeting related expenses | | | | Choose Solution Area Discipline |
| Authorized office equipment | | | | Choose Solution Area Discipline |
| Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program | | | | Choose Solution Area Discipline |
| Leasing or renting of space for newly hired personnel during the period of performance of the grant program | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Grand Totals | \$ - | \$ - | \$ 16,030 | \$ 16,030 |



Arizona Department of Homeland Security
 1700 West Washington Street, Suite 210
 Phoenix, AZ 85007

Project Summary

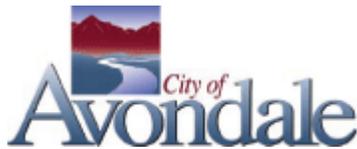
| | |
|----------------------------------|--|
| Local Unit of Government: | City Of Avondale Fire Department |
| Contact: | Art Snapp |
| Contacts Address: | 1825 N 107th Ave Avondale AZ 85392 |
| Project Point of Contact (POC): | Art Snapp |
| POC Phone: | 623-333-6000 |
| POC Email: | asnapp@avondale.org |
| POC Address: | 1825 N 107th Ave Avondale AZ 85392 |
| Award Amount: | |
| Solution Area Funding Allocation | Please Complete Budget Summary Worksheet (next tab) |
| Solution Area Subcategory | Please Complete Budget Summary Worksheet (next tab) |
| Solution Area Discipline | Please Complete Budget Summary Worksheet (next tab) |
| Funding Source: | Urban Area Security Initiative Grant |
| Project Title: | Phoenix Urban Area Volunteer Reception Centers |
| Project Type: | Establish/enhance citizen awareness of emergency preparedness, Prevention, and response measures |
| Project Description: | Setting up and managing Volunteer Reception Centers for spontaneous volunteers |
| Investment Supported: | Strengthen Citizen Preparedness Capabilities |
| Primary Capability: | Community Preparedness and Participation |
| Primary Goal: | Support National Strategy for Homeland Security and National Preparedness Goal |

Objective:

Continued institutionalization of the National Incident Management System/National Response Plan (NIMS/NRP) to ensure a standard approach for all levels of government to work effectively and efficiently together to prepare for, prevent, respond to, and recover from any incident or disaster regardless of cause, size or complexity.

Upon completion of this summary please be sure to email the designated Strategic Planner this document as an attachment:

- Central Region and Phoenix UASI: Susan Dzbanko, sdzbanko@azdohs.gov
- East and South Regions and Tucson UASI: Will Schulz, wschulz@azdohs.gov
- North and West Regions: Huma Haroon, shharoon@azdohs.gov



CITY COUNCIL REPORT

SUBJECT:

Resolution 2796-109 - IGA between Arizona
Department of Homeland Security and Avondale
Fire Department for the UASI Assessment Teams –
Terrorism Liaison Officer Agreement

MEETING DATE:

January 5, 2009

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

To authorize the approval of an IGA between the City of Avondale and State of Arizona Department of Homeland Security for the purpose of executing Grant 444807-01 which will allow the City of Avondale to spend \$4,000 on items associated with the Avondale Fire Department's Terrorism Liaison Officer.

BACKGROUND:

Over the last three years the City of Avondale's Fire Department has been an active participant in State Homeland Security Grant Program. Chief Snapp and Susan Pistoia have made it a point to attend all of the necessary meetings and have managed to seize funding opportunities that will assist the city with homeland security equipment, training, and technical assistance.

DISCUSSION:

The Fire Department's active participation in the State Homeland Security Grant Program has allowed the city to receive \$48,280 this fiscal year. The funding will be used for Citizen Corps Deployment (\$14,450), Terrorism Liaison Sustainability (\$4,000), and Urban Area Volunteer Reception Center (16,030).

The Terrorism Liaison Officer grant for \$4,000 will allow the Fire Department to promote collaborations among Federal, State, Tribal and local law enforcement agencies, fire personnel, state planners, and others. The program integrates program sharing and dissemination goals with infrastructure protection plans. Training activities will be initiated as a component of the grant.

BUDGETARY IMPACT:

There is no match requirement for this grant.

RECOMMENDATION:

To authorize the approval of an IGA between the City of Avondale and State of Arizona Department of Homeland Security for the purpose of executing Grant 444807-01, which will allow the City of Avondale to spend \$4,000 on items, associated with Avondale Fire Department's Terrorism Liaison Officer.

ATTACHMENTS:

Click to download

[Resolution 2796-109](#)

RESOLUTION NO. 2796-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING AN URBAN AREA SECURITY INITIATIVE GRANT AWARD FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY RELATING TO A TERRORISM LIAISON OFFICER.

WHEREAS, the Arizona Department of Homeland Security (“AZDOHS”) has awarded the City of Avondale (the “City”) an Urban Area Security Initiative Grant Award (the “Grant”) in the amount of \$4,000.00, for the project entitled “UASI Assessment Teams - Terrorism Liaison Officer (Avondale)”;

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds.

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

SECTION 1. That the Subgrantee Agreement with the AZDOHS relating to the Grant (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2796-109

[Subgrantee Agreement]

See following pages.



State of Arizona Department of Homeland Security



Governor Janet Napolitano

Director Leesa Berens Morrison

September 22, 2008

Chief Art Snapp
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

Subject: FFY 2008 Homeland Security Grant Program Award
Grant Agreement Number: **444807-01**
Project Title: **UASI Assessment Teams-Terrorism Liaison Officer (Avondale)**

Dear Chief Art Snapp:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**UASI Assessment Teams-Terrorism Liaison Officer (Avondale)**" has been funded under the **URBAN AREA SECURITY INITIATIVE** for **\$4,000.00**. The grant performance period is **October 1, 2008 through September 30, 2009**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, endorsed and returned to AZDOHS:

1. Go to www.azdohs.gov under FFY2008 Grant Awards and download:
 - a. Two original signed Subgrantee Agreements
 - b. Standard Data Collection Form
 - c. Financial Systems Survey
 - d. Workbook administration page (enclosed)
2. Complete NIMSCAST at www.fema.gov/nimscast. For more information on NIMSCAST contact Mariano Gonzalez at Mariano.gonzalez@azdema.gov, or (602) 231-6327. No hard copy required.

Hard copies will not be mailed to you. Remember these items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement.

As a reminder, all radios purchased with Homeland Security funds must be P25 capable; reimbursement requests that contain radios that are not P25 capable will not be reimbursed. If you should have any questions please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Leesa Berens Morrison
Director

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7030 Fax: (602) 364-1521 www.azdohs.gov

SUBGRANTEE AGREEMENT

08-AZDOHS-HSGP-444807-01

Enter Grant Agreement Number above (e.g., 444xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

City of Avondale

Enter the Name of the Subgrantee Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Avondale

Enter the Name of the Subgrantee Agency Above

(subgrantee) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subgrantee's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2008 and shall terminate on September 30, 2009.

III. DESCRIPTION OF SERVICES

The subgrantee shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled " UASI Assessment Teams - Terrorism Liaison Officer (Avondale) " "

Enter Title of Workbook

and funded at \$ 4,000.00 (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to \$ 4,000.00 to the subgrantee for services provided under Paragraph III.
 Enter Funded Amount above

b) Payment made by the AZDOHS to the subgrantee shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subgrantee. A listing of acceptable documentation can be found at www.azdohs.gov. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the subgrantee under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the subgrantee shall be for only the amount of dollars actually spent by the subgrantee. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption by the AZDOHS, the State, or Federal government, the subgrantee shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT

The subgrantee agrees to terms specified in A.R.S. § 35-214 and § 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subgrantee must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subgrantee expends more than \$500,000 from Federal awards. If the subgrantee has expended more than \$500,000 in Federal dollars, a copy of the subgrantee's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The subgrantee must comply with the Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative

Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subgrantee agrees to complete the National Incident Management Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The sub-grantee must comply with Environmental Planning and Historic Preservation, in accordance with DHS Information Bulletin (IB) dated December 5, 2007.

Individual Consultants

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subgrantee and 44 CFR Chapter 1, Part 13 and should not exceed the maximum of \$450 per day unless prior written approval is granted by the AZDOHS.

Personnel and Travel Costs

Personnel and travel costs must be consistent with the subgrantee's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time can the subgrantee's policies exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.az.us>.

Non-Supplanting Agreement

The subgrantee shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

E-Verify

The subgrantee warrants that it is registered with and participating in the E-Verify Program as required by A.R.S. § 23-214 (B). If the Arizona Department of Homeland Security determines that the subgrantee is not complying with A.R.S. § 23-214, then the Arizona Department of Homeland Security shall notify the subgrantee of the determination of non-compliance and of the subgrantee's right to appeal the determination. Upon a final determination of non-compliance the subgrantee shall repay all monies received pursuant to this grant within thirty (30) days of the final determination.

Property Control

Effective control and accountability must be maintained for all property. The subgrantee must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subgrantee shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) **Nonexpendable:** Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) **Property Control Record Form:** At the time when the final request for reimbursement is submitted, the subgrantee must file with the AZDOHS a copy of their Property Control Record Form listing all such capital property acquired with grant funds. The subgrantee agrees to be subject to equipment monitoring and auditing by State or Federal authorized representatives for verification of information.
- c) **Use and Disposition:** Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal grant funds. When use of the property for project activities is discontinued, the subgrantee shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

VIII. DEBARMENT CERTIFICATION

The subgrantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

IX. FUNDS MANAGEMENT

The subgrantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subgrantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subgrantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subgrantee shall include:

a) Programmatic Reports

1. The subgrantee shall provide quarterly program activity reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided except for the final report which shall be submitted within forty-five (45) days. The subgrantee shall use the form provided by the AZDOHS to submit quarterly program activity reports. The report shall contain such information as deemed necessary by the AZDOHS. The subgrantee shall use the Quarterly Program Report Format template, which is posted at www.azdohs.gov.

a. Quarterly reports are due:

January 15, (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

The final programmatic report as submitted shall be marked FINAL.

b) Financial Reimbursements

1. The subgrantee shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Cover Sheet template provided on line at the AZDOHS website, www.azdohs.gov. The subgrantee shall submit a final reimbursement for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subgrantee may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subgrantee and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subgrantee's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The subgrantee expressly and explicitly understands and agrees that no other method of communication,

including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. SUBCONTRACTORS

The subgrantee may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy, OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide.

The subgrantee agrees and understands that no subcontract that the subgrantee enters into with respect to performance under this Agreement shall in any way relieve the subgrantee of any responsibilities for performance of its duties. The subgrantee shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subgrantee by any subcontractor or vendor which in the opinion of the subgrantee may result in litigation related in any way to the Agreement with the AZDOHS.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind either party for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subgrantee does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subgrantee give a written assurance of intent to perform. Failure by the subgrantee to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subgrantee, immediately cancels 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 State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subgrantee assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subgrantee toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subgrantee in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subgrantee agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subgrantee agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subgrantee shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subgrantee, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subgrantee shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. § 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subgrantee shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subgrantee agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

“This project was supported by Federal Grant CFDA 97.067 awarded by the Arizona Department of Homeland Security. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and the Arizona Department of Homeland Security.”

The subgrantee also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. The AZDOHS may

waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

The AZDOHS and the subgrantee recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subgrantee agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subgrantee.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subgrantee shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

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

XXXIV. CONFIDENTIALITY OF SUBGRANTEE'S INFORMATION

The subgrantee acknowledges that confidentiality provided in A.R.S. §§ 41-1505.06 (D) and 41-1505.07(J) may be waived with the subgrantee's consent, and subgrantee consents to a total and complete waiver of confidentiality. In waiving confidentiality, subgrantee understands and consents to disclosure of any information submitted to the AZDOHS that concerns the identity, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the subgrantee or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential."

XXXV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subgrantee or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subgrantee shall be liable to the AZDOHS for any excess costs

incurred by the AZDOHS in procuring materials or services in substitution for those due from the subgrantee.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subgrantee shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVII. PARAGRAPH HEADINGS

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

XXXVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subgrantee represents and warrants that he or she is duly authorized to execute this Agreement.

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subgrantee shall address all programmatic notices relative to this Agreement to the appropriate Regional Strategic Planner; contact information at www.azdohs.gov.

The subgrantee shall submit reimbursement requests relative to this Agreement to the appropriate Regional Finance Specialist; contact information at www.azdohs.gov

AZDOHS shall address all notices relative to this Agreement to:

Janeen K. Gaskins

Enter Title, First & Last Name above

City of Avondale

Enter Nonprofit Name above

11465 West Civic Center Drive

Enter Street Address

Avondale, Arizona 85323-6806

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Avondale

Enter Nonprofit Name above

Authorized Signature above

Charlie P. McClendon

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Leesa Berens Morrison

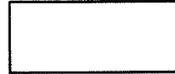
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



STATE OF ARIZONA
Department of Homeland Security



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

PLEASE FILL OUT THE SUB-RECEIPIENT AND PROJECT TITLE BLANKS ONLY

Grant #: _____

Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

The following document(s) have been completed and submitted with the application.

Grant Workbook

"Check" if Completed

- Project Administrative Page
- Project Narrative (Question 1 & 2)
- Project Justification (Question 3 & 4)
- Milestones (Question 5)

Complete Project Summary

Please be sure to only complete the following worksheets that pertain to your project.

- Equipment Budget Detail Worksheet
- Equipment Budget Narrative
- Training Budget Detail Worksheet
- Training Budget Narrative
- Exercise Budget Detail Worksheet
- Exercise Budget Narrative
- Planning Budget Data Worksheet
- Planning Budget Narrative
- Organization Budget Detail Worksheet
- Organization Budget Narrative

Memorandum of Agreement (if applicable)

The due date for this application is Monday, June 30, 2008 at 5:00PM. No late applications will be accepted. No incomplete workbooks will be accepted, there will be no opportunity for clarifications once the workbook has been submitted. To submit an application, please e-mail the completed workbook to your Regional Strategic Planner:

| Central Region | North & West Regions | South & East Regions | State Agencies |
|--|--|---|---|
| Susan Dzbanko 602-542-1777 sdzbanko@azdohs.gov | Huma Haroon 602-524-7012 shharoon@azdohs.gov | Will Schulz 602-542-7044 wschulz@azdohs.gov | Lisa Hansen 602-542-7014 lhansen@azdohs.gov |

Grant Timeline

Monday, June 30, 2008 at 5:00 PM - Application/Workbook due to AZDOHS

July 2008 - September 2008

- Applicable applications will be reviewed by the Interoperability Workgroup
- Regional Advisory Councils will provide recommendations to the Director of AZDOHS

September 2008 (estimated) - Awards will be made to local jurisdictions and state agencies.

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 24 months.



STATE OF ARIZONA
Department of Homeland Security

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2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: 0

Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

Grant Program UASI - URBAN AREA SECURITY INITIATIVE

TO BE COMPLETED BY SUB-RECIPIENT--SEE COMMENTS

1. Unit of Government: City of Avondale

Point of Contact: Janeen K. Gaskins

Sub-recipient Address:

Street: 11465 West Civic Center Drive

City/State/Zip: Avondale, Arizona 85323

1a. Agency's Authorized Individual: Chief Art Snapp

Authorized individual has delegated authority to make application on behalf of the agency

Phone #: 623.333.1000

FAX #: 623.333.0100

E-Mail Address: asnapp@avondale.org

2. Organization Type (Check Applicable Box)

State Agency

Tribe

County

Municipality

Specialty District

Specify: _____

Other: _____

Other:(Specify) _____

3. Region or Entity: Phoenix UASI

4. Initiative Title: Expand Regional Collaboration

5. Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

6. Total Dollar Amount Requested: \$4,000 Total Dollar Amount Awarded: _____

7. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):
Objective 2, Action Items 2, 3, 4 and 5. Objective 3 Integrate critical infrastructure protection plans and procedures that

8. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.
Yes. Program can be funded incrementally in phases 25%, 50%, 75% or 100%. 100% funding will allow for the greatest level of protection for the program as designed for this grant cycle.

9. Please list the multiple jurisdictions served by this project.
Surprise, Gilbert, and Buckeye will gain benefit from this investment.

10. If this is a multi-disciplinary project, please list the disciplines served (e.g., law enforcement, fire service, public health, etc).
Law Enforcement, Fire Services, Emergency Management, Public Health, Public Works

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No)
No. No buildings 50 years old will be involved in this project.

APPROVAL PROCESS

The signatures below verifies the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact Janeen K. Gaskins
Typed Name *Signature*

Strategic Planner or Assistant Director Planning & Preparedness _____
Typed Name *Signature*



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

PROJECT NARRATIVE

1. Provide a summary description (scope of work) for this project. Please be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4.

This investment supports the Phoenix UASI Terrorism Liaison Officers (TLOs) for the City of Avondale and the associated components of the Urban Area Assessment Teams. The program promotes collaboration among Federal, State, Tribal and local law enforcement agencies, fire personnel, State planners, FBI, DHS, National Guard personnel in an aggressive campaign providing an immediate link of fusion center resources throughout the state. The program integrates information sharing and dissemination goals with infrastructure protection plans to coordinate the application of assets for the protection of public and private key resources and critical infrastructure. Information gathered by assessment teams support decision making to achieve a balanced application of resources to expand the capability of the responders. The program provides immediate intelligence access through the state fusion center and assists with information dissemination and scene management during actual events.

2. If the project has been previously funded or if funding has been requested from other sources, please provide the name of the source and the amount of funding that was dedicated to the proposed project (if applicable). Please note, supplanting funds is not allowed. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding.

The TLO/Assessment Teams and Urban Event Planning projects are continuing programs from previous grant cycles that continue to expand and gain refinement. Previously dedicated UASI Grant Funds for the City of Avondale Fire Department included \$5,000.00 for FY2007. This program was developed to readily disseminate information from the Arizona Counter Terrorism Information Center (ACTIC) to the participating jurisdictions within the UASI region with individuals who are specifically trained to fulfill this function. TLOs perform Threat and Vulnerability Assessments; Maintain the database of information on sites; Provide support and command advisory functions at critical incidents; Use decision making tools to evaluate the gathered data; Evaluate and apply emerging threat intelligence; and develop defense procedures and protocols. The program is advancing well, but will require additional funding for refinement to include additional training and integration of the system components to support the process.



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

PROJECT JUSTIFICATION

3. Explain how this project supports the State Strategy and State Preparedness Report. Please be sure to include how this project fits into one (or more) of the State Initiatives, please refer to the Project Administrative Worksheet, under Item 4. To learn more about the State Strategy, please refer to the following website (<http://www.azdohs.gov>). For a copy of the State Preparedness report please contact your Regional Strategic Planner.

State Initiatives supported by this program include: Implement the National Incident Management System and National Response Plan (NRP); Expand Regional Collaboration; Implement the Interim National Infrastructure Protection Plan (NIPP); Strengthen Information Sharing and Collaboration Capabilities; Strengthen CBRNE Detection, Response and Decontamination Capabilities and Strengthen Medical Surge and mass Prophylaxis Capabilities. SPR Page 26 states: "A crucial mission of the state's fusion center (ACTIC), is to increase the capability of emergency response personnel across Arizona by providing a robust communication network that will allow responders to immediately draw upon investigative and intelligence resources statewide. Ultimately, every jurisdiction in the state will have the capability to immediately access resources that have traditionally been available only to the jurisdictions in the state's urban core. The Terrorism Liaison Officers (TLO) program is an essential component of this strategy."

4. Please describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how will your organization's current capabilities be impacted or enhanced as a result of this grant?

This project provides funds for the Fire side of the City of Avondale for support of the Phoenix UASI Terrorism Liaison Officers Program. The TLO/Assessment Teams and Urban Event Planning projects are continuing programs from previous grant cycles that continue to gain refinement. Previously dedicated UASI Grant Funds include \$5,000.00 for FY2007. This program was developed to provide a conduit to rapidly disseminate information from the Arizona Counter Terrorism Information Center (ACTIC) to the local jurisdictions with individuals who are specifically trained to fulfill this function. Personnel dedicated to the TLO program, as well as fuel and vehicle maintenance costs, are provided by the in-kind contribution of the local sponsoring agency. This investment will provide local funding to support training and additional equipment for the TLO to insure that they will remain proficient in the performance of their mission. Funding this project improves the professionalism of the program participants.



STATE OF ARIZONA
Department of Homeland Security

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2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

MILESTONES

5. Provide specific milestones for the project during the course of the contract period. Each milestone (up to 4) should provide a clear description of the projected outcome, explain a potential challenge that may be encountered in the pursuit of achieving the milestone and the corrective action taken to mitigate the challenge. Finally please be sure to include the projected start and end dates. Please note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The estimated funding cycle is September 2008 - August 2010. Please note, extensions will only be considered under extenuating circumstances.

| Milestone 1 | Start Date | End Date |
|--|------------|-----------|
| Description: Identify additional training needs for the individual TLOs. Identify potential training dates and location for TLO attendance. | 9/1/2008 | 3/30/2009 |
| Milestone 2 | Start Date | End Date |
| Description: Acquire necessary support for TLO Team members and acquire additional communication equipment. Monitor equipment acquisition process to insure maintenance to program standards. Acquire any additional TLO logistical support equipment and work station components necessary for performance of mission as defined in 07 programs. Assure stakeholder engagement and commitment of resources. The program managers must constantly evaluate and refine the progress and bolster the perceived effect of the investment to insure program success. | 9/1/2008 | 6/30/2009 |
| Milestone 3 | Start Date | End Date |
| Description: Attend identified training program (identified in milestone 1) for TLO Team Members to maintain proficiencies and standards of program participants to ensure consistency in operations and application of methodology. Participate in a series of short duration courses to ensure sustainment of program proficiencies. Drafting the participation of key supporters will be crucial to insuring the continued success of the programs. | 10/1/2008 | 8/31/2010 |
| Milestone 4 | Start Date | End Date |
| Description: Establish plan for participation in continuing education courses for program participants that link local private sector components to the State Fusion Center. The sustainment of this component is essential to maintaining communication and participation of the business community in the established programs. It will be necessary to aggressively promote the benefit of participation and diligently disseminate information to the command staff of the major stakeholders to demonstrate the continued value to the investment of their personnel and resources. | 9/1/2008 | 8/31/2010 |



STATE OF ARIZONA
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2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

EQUIPMENT - BUDGET DETAIL WORKSHEET

| | Discipline Group | Whole Dollars |
|--|-------------------------------------|----------------------|
| 6 Interoperable Communications Equipment ▼ | Emergency Management ▼ | \$3,000 |
| 21 Other Authorized Equipment ▼ | Emergency Management ▼ | \$500 |
| 4 Information Technology ▼ | Emergency Management ▼ | \$500 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
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| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| CHOOSE EQUIPMENT TYPE ▼ | Click Discipline Equipment Is For ▼ | \$0 |
| EQUIPMENT TOTAL FOR PROJECT | | \$4,000 |

ate with the fusion center.



2008 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0 Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

TRAINING - BUDGET DETAIL WORKSHEET

State Strategy Objective Name and Action Item Number: _____

Title of G&T Approved Training Class or Training Event: _____

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number: _____

Title of G&T Approved Training Class or Training Event: _____

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number: _____

Title of G&T Approved Training Class or Training Event: _____

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

State Strategy Objective Name and Action Item Number: _____

Title of G&T Approved Training Class or Training Event: _____

| DISCIPLINE GROUP | Backfill Overtime | Workshops Conferences | Contractors Consultants | Supplies | Travel | Other | Total |
|--------------------------------|-------------------------------------|-----------------------|-------------------------|----------|--------|-------|-------|
| Click Discipline | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Projected Number of Deliveries | 1 (Must have a number 1 or greater) | | | | | | |
| Total Cost for All Deliveries | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

| | | | | | | | |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|
| TOTAL TRAINING COSTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|



STATE OF ARIZONA
Department of Homeland Security

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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

TRAINING - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. **Each training event must be explained in detail, all training requests must be in accordance with FEMA training guidelines.** Each allowable Training Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual that may be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_I_trvrates-012308.pdf. All Equipment associated with training must be listed on the "Equipment Budget Narrative" page only.



STATE OF ARIZONA
Department of Homeland Security

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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

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The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

EXERCISE - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. **Each exercise event must be explained in detail.** Each allowable Exercise Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_I_trvrates-012308.pdf All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only. All exercises must be in accordance with HSEEP Guidelines, that can be found at the following website: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx.



STATE OF ARIZONA
Department of Homeland Security

0

2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

PLANNING - BUDGET NARRATIVE

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. **Each Planning Activity event must be explained in detail.** Each allowable Planning Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following location: http://www.gao.state.az.us/publications/SAAM/Supp_I_trvrates-012308.pdf. All Equipment associated with Planning must be listed on the "Equipment Budget Narrative" page only.



STATE OF ARIZONA
Department of Homeland Security

0

2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0 Sub-recipient: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

ORGANIZATION - BUDGET DETAIL WORKSHEET
(Restricted to UASI Grant Programs Only)

Up to 25% of the total allocation may be used for Organizational Activities.

State Strategy Objective(s) _____
and Action Item Number(s) _____

| DEPARTMENT / AGENCY | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|---------------------|---|---|---|
| | \$0 | \$0 | \$0 |

State Strategy Objective(s) _____
and Action Item Number(s) _____

| DEPARTMENT / AGENCY | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|---------------------|---|---|---|
| | \$0 | \$0 | \$0 |

State Strategy Objective(s) _____
and Action Item Number(s) _____

| DEPARTMENT / AGENCY | Overtime for Information, Investigative and Intelligence Sharing Activities | Select Operational Expenses Associated with Increased Security Measures at CI Sites During Periods of DHS-Declared Code Orange or Red | Contractors or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities |
|---------------------|---|---|---|
| | \$0 | \$0 | \$0 |

| | | | |
|---------------------------------|-----|-----|-----|
| TOTAL ORGANIZATION COSTS | \$0 | \$0 | \$0 |
| TOTAL COSTS | \$0 | | |



STATE OF ARIZONA
Department of Homeland Security

0

2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-recipient:

City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

The character limit for each section is 1,024. Please avoid using any special characters such as a hyphen or apostrophe.

ORGANIZATION - BUDGET NARRATIVE
(Restricted to UASI Grant Programs Only)

List each item from your budget worksheet pages in the same order in which they are listed on the preceding page. Each ORGANIZATION Activity must be explained in detail. Each allowable ORGANIZATION Expense Category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed. Personnel, Travel, and Supplies, etc. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(MEDICARE is NOT a reimbursable cost for personnel Overtime and Backfill.)** Travel, Lodging and Per Diem rates based on Arizona Accounting Manual, that can be found at the following website: http://www.gao.state.az.us/publications/SAAM/Supp_I_trvrates-012308.pdf. All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only.



STATE OF ARIZONA
Department of Homeland Security

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2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

FOR ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) USE ONLY

Grant #: 0

Sub-receipt: City of Avondale

Project Title: Urban Area Assessment Teams-Terrorism Liaison Officers

PROJECT - SUMMARY

FUNDING CATEGORIES

EQUIPMENT

\$4,000

TRAINING

\$0

EXERCISE

\$0

PLANNING

\$0

ORGANIZATION

\$0

PROJECT TOTAL

\$4,000

WHOLE DOLLARS



STATE OF ARIZONA
Department of Homeland Security

2007 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK 2.0

Points of Contact

*Address Your State Homeland Security Grant Program Management
 Questions to the Individuals Listed Below*

AZDOHS

FINANCE & ADMINISTRATION

Terry Riordan
 Assistant Director of Finance and Administration
 (602) 542-7056 Triordan@azdohs.gov

Timothy Grubbs
 Finance and Administration Manager
 (602) 542-7062 Tgrubbs@azdohs.gov

STRATEGIC PLANNING

Lisa Hansen
 Assistant Director of Planning and Preparedness
 (602) 542-7014 Lhansen@azdohs.gov

EQUIPMENT MONITORING STAFF

Michael Stidham
 (602) 542-7041 Mstidham@azdohs.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central Region & Phoenix UASI

Susan Dzbanko
 Strategic Planner
 Office: (602) 542-1777
 Cell: (602) 319-8837
Sdzbanko@azdohs.gov

Lois George
 Grant & Finance Specialist
 (602) 542-7047
Lgeorge@azdohs.gov

North & West Regions

Huma Haroon
 Strategic Planner
 Office: (602) 542-7012
 Cell: (602) 568-2973
Shharoon@azdohs.gov

Jessica Thiers
 Grant & Finance Specialist
 (602) 542-7037
Jthiers@azdohs.gov

South & East Regions, Tucson UASI

William Schulz
 Strategic Planner
 Office: (602) 542-7044
 Cell: (602) 568-5806
Wschulz@azdohs.gov

Quinn Henderson
 Grant & Finance Specialist
 (602) 542-1716
Qhenderson@azdohs.gov

ADEM (Training & Exercise)

**Homeland Security
 Training Coordinator**

Ron Kopcik
 Office: (602) 231-6210
ron.kopcik@azdema.gov

Exercise Coordinator

Steve Marshall
 Office: (602) 392-7514
steve.marshall@azdema.gov

Exercise Coordinator

Dan Varner
 Office: (602) 392-7544
dan.varner@azdema.gov



Arizona Department of Homeland Security
 1700 West Washington Street, Suite 210
 Phoenix, AZ 85007

Project Summary

| | |
|----------------------------------|---|
| Local Unit of Government: | City of Avondale |
| Contact: | Art Snapp, Fire Chief |
| Contacts Address: | 1825 North 107th Avenue Avondale, Arizona 85323 |
| Project Point of Contact (POC): | Janeen K. Gaskins |
| POC Phone: | 623.333.1025 |
| POC Email: | jgaskins@avondale.org |
| POC Address: | 11465 West Civic Center Drive, Avondale, Arizona, 85323 |
| Award Amount: | |
| Solution Area Funding Allocation | Please Complete Budget Summary Worksheet (next tab) |
| Solution Area Subcategory | Please Complete Budget Summary Worksheet (next tab) |
| Solution Area Discipline | Please Complete Budget Summary Worksheet (next tab) |
| Funding Source: | Urban Area Security Initiative Grant |
| Project Title: | Urban Area Assessment Teams-Terrorism Liaison Officer (Avondale) |
| Project Type: | Assess vulnerability of and/or harden/protect critical infrastructure and key assets |
| Project Description: | Funding for support of Assessment Teams-Terrorism Liaison Officer (Avondale) |
| Investment Supported: | Strengthen Information Sharing and Collaboration |
| Primary Capability: | Intelligence and Information Sharing and Dissemination |
| Primary Goal: | Further enhance prevention and regional collaboration in sustaining homeland security programs |
| Objective: | Further in-state capability to enhance collection, analysis and dissemination of critical homeland security intelligence and information, through the Arizona Counter Terrorism Information Center (ACTIC). |

Upon completion of this summary please be sure to email the designated Strategic Planner this document as an attachment:

-Central Region and Phoenix UASI: Susan Dzbanko, sdzbanko@azdohs.gov
-East and South Regions and Tucson UASI: Will Schulz, wschulz@azdohs.gov
-North and West Regions: Huma Haroon, sharoon@azdohs.gov



Arizona Department of Homeland Security
 1700 West Washington Street, Suite 101
 Phoenix, AZ 85007

Budget Summary

| | SHSP | UASI | MMRS | CCP | Choose Primary Discipline |
|---|------|------|------|------|---------------------------------|
| Allowable Planning Costs | | | | | |
| Public education & outreach | | | | | Choose Solution Area Discipline |
| Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives, including State Preparedness Reports | | | | | Choose Solution Area Discipline |
| Develop and enhance plans and protocols | | | | | Choose Solution Area Discipline |
| Develop or conduct assessments | | | | | Choose Solution Area Discipline |
| Establish, enhance, or evaluate Citizen Corps related volunteer programs | | | | | Choose Solution Area Discipline |
| Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) | | | | | Choose Solution Area Discipline |
| Conferences to facilitate planning activities | | | | | Choose Solution Area Discipline |
| Materials required to conduct planning activities | | | | | Choose Solution Area Discipline |
| Travel/per diem related to planning activities | | | | | Choose Solution Area Discipline |
| Overtime and backfill costs (IAW operational Cost Guidance) | | | | | Choose Solution Area Discipline |
| Other project areas with prior approval from FEMA | | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - | \$ - |
| Allowable Organizational Activities | | | | | |
| Overtime for information, investigative, and intelligence sharing activities (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Hiring of full- or part-time staff or contractors for emergency management activities | N/A | N/A | N/A | | Choose Solution Area Discipline |
| Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 25 percent of the allocation) | | | N/A | N/A | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - | \$ - |

| Allowable Equipment Categories | SHSP | UASI | MMIRS | CCP | Choose Primary Discipline |
|--|------|----------|-------|------|---------------------------------|
| Personal Protective Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Explosive Device Mitigation and Remediation Equipment | | | | | Choose Solution Area Discipline |
| CBRNE Operational Search and Rescue Equipment | | \$ 500 | | | Choose Solution Area Discipline |
| Information Technology | | | | | Emergency Management |
| Cyber Security Enhancement Equipment | | \$ 3,000 | | N/A | Choose Solution Area Discipline |
| Interoperable Communications Equipment | | | | N/A | Choose Solution Area Discipline |
| Detection | | | | | Emergency Management |
| Decontamination | | | | | Choose Solution Area Discipline |
| Medical | | | | | Choose Solution Area Discipline |
| Power | | | | | Choose Solution Area Discipline |
| CBRNE Reference Materials | | | | | Choose Solution Area Discipline |
| CBRNE Incident Response Vehicles | | | N/A | N/A | Choose Solution Area Discipline |
| Terrorism Incident Prevention Equipment | | | N/A | N/A | Choose Solution Area Discipline |
| Physical Security Enhancement Equipment | | | | | Choose Solution Area Discipline |
| Inspection and Screening Systems | | | | | Choose Solution Area Discipline |
| Agriculture Terrorism Prevention, Response, and Mitigation Equipment | | | | | Choose Solution Area Discipline |
| CBRNE Prevention and Response Watercraft | | | N/A | N/A | Choose Solution Area Discipline |
| CBRNE Aviation Equipment | | | | | Choose Solution Area Discipline |
| CBRNE Logistical Support Equipment | | | | | Choose Solution Area Discipline |
| Intervention Equipment | | \$ 500 | N/A | N/A | Choose Solution Area Discipline |
| Other Authorized Equipment | | \$ 4,000 | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ 4,500 | \$ - | \$ - | Emergency Management |
| | | | | | 4,000 |

| SHSP | UASI | MMRS | CCP | Choose Primary Discipline |
|---|------|------|------|---------------------------------|
| Allowable Training Costs | | | | |
| Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes | | | | Choose Solution Area Discipline |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training | | | | Choose Solution Area Discipline |
| Training workshops and conferences | | | | Choose Solution Area Discipline |
| Full- or part-time staff or contractors/consultants | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Supplies | | | | Choose Solution Area Discipline |
| Tuition for higher education | | | | Choose Solution Area Discipline |
| Other items | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Allowable Exercise Related Costs | | | | |
| Design, Develop, Conduct and Evaluate an Exercise | | | | Choose Solution Area Discipline |
| Exercise planning workshop | | | | Choose Solution Area Discipline |
| Full- or part-time staff or contractors/consultants | | | | Choose Solution Area Discipline |
| Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises | | | | Choose Solution Area Discipline |
| Implementation of HSEEP | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Supplies | | | | Choose Solution Area Discipline |
| Other items | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Allowable Management & Administrative Costs | | | | |
| Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements | | | | Choose Solution Area Discipline |
| Development of operating plans for information collection and processing necessary to respond to FEMA data calls | | | | Choose Solution Area Discipline |
| Overtime and backfill costs | | | | Choose Solution Area Discipline |
| Travel | | | | Choose Solution Area Discipline |
| Meeting related expenses | | | | Choose Solution Area Discipline |
| Authorized office equipment | | | | Choose Solution Area Discipline |
| Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program | | | | Choose Solution Area Discipline |
| Leasing or renting of space for newly hired personnel during the period of performance of the grant program | | | | Choose Solution Area Discipline |
| Totals | \$ - | \$ - | \$ - | \$ - |
| Grand Totals | \$ - | \$ - | \$ - | \$ - |
| | | | | 4,000 |

Grant #: 444807-01

Sub-Recipient: City of Avondale

Project Title: **UASI Assessment Teams-Terrorism Liaison Officer (Avondale)**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **City of Avondale** 2. Organizational Type: **Municipality**
Point of Contact: **Janeen K. Gaskins**

Sub-recipient Address:

Street: **11465 West Civic Center Drive**
City/State/Zip: **Avondale , Arizona 85323**

1a. Agency's Authorized Individual: **Chief Art Snapp**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **623.333.1000**

FAX #: **623.333.0100**

3. Region or Entity: **Phoenix UASI**

E-mail Address: **asnapp@avondale.org**

4. Initiative Title: **Expand Regional Collaboration**

5. Project Title: **UASI Assessment Teams-Terrorism Liaison Officer (Avondale)**

6. Total Dollar Amount Requested: **\$4,000.00** Total Dollar Amount Awarded: **\$4,000.00**

7. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):

Goal- Implement the Interim National Infrastructure Protection Plan, Objective 1, Action Item 2, 3, 4, 5, 6 and 7. Objective 2, Action Items 2, 3, 4 and 5. Objective 3 Integrate critical Infrastructure protection plans and procedures that coordinate the implementation of federal and state standards for the fortification of public and private assets and critical infrastructure. Action item 2- Support the implementation of the National Infrastructure Protection Plan (NIPP) through the Archangel (ACAMS) system of threat and vulnerability assessment conducted by ACTIC. Objective 6- Foster and Support Regional Collaboration, Action item 1, 5, 8 and 9. Objective 10, Action items 2, 3, 6. Objective 11, Action items 2, Objective 12, Action items 2 and 3. Objective 18. Validate and conduct a comprehensive review of continuity of government (COG) and operational plans (COOP), ensuring constitutional governance, command and control of response and recovery operations, expeditious restoration of state services, private services and critical and essential services in case of a disaster or terrorist incident.

8. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.

Yes. Program can be funded incrementally in phases 25%, 50%, 75% or 100%. 100% funding will allow for the greatest level of protection for the program as designed for this grant cycle.

9. Please list the multiple jurisdictions served by this project.

Phoenix, Maricopa County, Mesa, Glendale, Tempe, Chandler, Peoria, Scottsdale, Goodyear, Avondale, Daisy Mountain, Surprise, Gilbert, and Buckeye will gain benefit from this investment.

10. If this is a multi-disciplinary project, please list the disciplines served (e.g., law enforcement, fire service, public health, etc).

Law Enforcement, Fire Services, Emergency Management, Public Health, Public Works

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No)

No. No buildings 50 years old will be involved in this project.

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact

Janeen K. Gaskins

Print Name

Signature

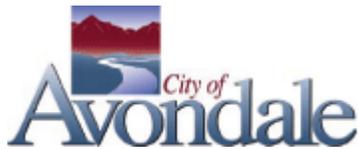
Date

Strategic Planner or
Assistant Director Planning & Preparedness

Print Name

Signature

Date



CITY COUNCIL REPORT

SUBJECT:

Resolution 2794-109 - Intergovernmental Agreement with the City of Goodyear for FY2008/2009 Transit Services

MEETING DATE:

January 5, 2009

TO: Mayor and Council
FROM: Rogene Hill
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Goodyear for FY2008/2009 Transit Services.

BACKGROUND:

The City of Avondale entered into an Intergovernmental Agreement in FY 2003/2004 (No. 104703), on behalf of the Avondale Urbanized Area (AUA) cities (Avondale, Goodyear, Tolleson and Litchfield Park), for transit services. This agreement has been renewed and amended annually since 2003. The City of Phoenix will provide following services, on behalf of the Avondale Urbanized Area, in FY 2008/2009:

- Route 3 – Van Buren Street
- Route 17 – McDowell Road (beginning January 2008)
- Route 41 – Indian School Road
- Green Line – Thomas Road and Avondale Blvd.
- ADA Dial-a-Ride service adjacent to the fixed routes

The City of Avondale is a recipient of Federal Transit Administration (FTA) grant funds on behalf of the Avondale Urbanized Area cities. The AUA is receiving an estimated \$950,000 in FTA Operating Assistance in FY2008/2009. These funds require a 100% local match. The local match for routes 3, 17, 41 and Green Line is paid for by City of Phoenix's share. Since Phoenix is not a recipient of FTA Operating Assistance, their proportionate share counts as the AUA's local match.

The START route is also eligible for Job Access and Reverse Commute (JARC) grant funds. These funds are available annually by the State of Arizona and are distributed by ADOT. Should the AUA receive JARC funds, these funds will replace FTA Operating Assistance funds, which will then be rolled into a future year's use.

Refer to Attachment A for an estimate of the cost of service and funding for each of the routes for FY2008-2009.

DISCUSSION:

The City of Goodyear's proportionate share of FY2008/2009 Transit Services is \$127,427; \$89,480 for bus services and \$37,947 for ADA Dial-a-Ride service.

BUDGETARY IMPACT:

The estimated FY2008/2009 Transit costs have been adequately budgeted for in the City Budget. If

necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City of Goodyear has paid more than its share of the cost of service, the City will receive a refund; if the City has underpaid it will be billed for the actual cost of the service.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Goodyear for FY2008/2009 Transit Services.

ATTACHMENTS:

Click to download

 [Resolution 2794-109](#)

RESOLUTION NO. 2794-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Avondale (“Avondale”) and the City of Phoenix (“Phoenix”) entered into an Intergovernmental Agreement on November 3, 2008, in which Avondale agreed to pay Phoenix for transit services to be provided to the Avondale Urbanized Area for fiscal year 2008-2009; and

WHEREAS, the Intergovernmental Agreement between Avondale and Phoenix designated Avondale as the lead agency for the Avondale Urbanized Area; and

WHEREAS, the City of Goodyear (“Goodyear”) is part of the Avondale Urbanized Area and benefits from the transit services provided by Phoenix; and

WHEREAS, Avondale and Goodyear desire to enter into an Intergovernmental Agreement to provide bus transit services to the residents of Avondale and Goodyear by providing for the operation of Route 3, Route 17, Route 41, the Green Line, Route 131 (START) and Dial-A-Ride; and

WHEREAS, Goodyear will reimburse Avondale on an annual basis for Goodyear’s prorated cost of operation (\$127,427.00) for Route 131 (START) and ADA Dial-a-Ride services.

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

SECTION 1. That the Intergovernmental Agreement between Avondale and Goodyear with respect to the reimbursement of funds for transit services (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2794-109

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF GOODYEAR
RELATING TO TRANSIT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of January 5, 2009, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Goodyear, an Arizona municipal corporation ("Goodyear").

RECITALS

A. Avondale and the City of Phoenix ("Phoenix") entered into an Intergovernmental Agreement on November 3, 2008 for FY 2008-2009 for transit services ("Phoenix IGA") with Avondale acting as the fiscal and responsible agent for the Avondale Urbanized Area.

B. Goodyear is part of the Avondale Urbanized Area and benefits from the transit services provided by the Phoenix IGA.

C. Avondale and Goodyear seek to serve their respective residents through public transportation by starting Route 17 (McDowell Route) service and continuing the operation of Route 3, Route 41, the Green Line, Route 131 (START) and Dial-A-Ride services.

D. Goodyear agrees to reimburse Avondale on an annual basis for Goodyear's prorated cost of operation (\$127,427.00) for the transit services provided by the Phoenix IGA for Route 131 (START) and ADA Dial-a-Ride services.

E. Avondale and Goodyear have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

F. Avondale is authorized to contract for public transportation services pursuant to Article 1, Section 3 of the Avondale City Charter.

G. Goodyear is authorized to contract for public transportation services pursuant to Section 2-5 of the Goodyear City Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, Avondale and Goodyear hereby agree as follows:

1. Service Area and Transit Services.

a. The corporate limits of Goodyear, which are lawfully in effect on July 1, 2008, shall designate and define the limits of the service area for the purpose of this Agreement.

b. The services provided are outlined in the Phoenix IGA in accordance with those specified in Valley Metro Bus Book.

2. Term. This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2009. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

3. Avondale Responsibilities. Avondale shall:

a. Prepare and amend service specifications as published in the Valley Metro Bus Book in consultation with Goodyear.

b. Serve as the fiscal representative with Phoenix for Route 3, Route 17, Route 41, the Green Line, Dial-A-Ride, and Route 131 (START), and perform the necessary service actions and financial processes as required by the Phoenix IGA.

c. Invoice Goodyear an amount of \$127,427.00 on an annual basis (February 15, 2009).

4. Goodyear Responsibilities. Goodyear shall:

a. Continue to provide traffic control and transit facilitation measures, such as turning movements, on city streets as mutually agreed upon with Phoenix and Avondale.

b. Purchase, install and maintain bus stop signs, as needed.

c. Retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years from the termination of this Agreement. Such records shall be the subject to audit and inspection at any time during the term of this Agreement or within five years after the termination thereof.

d. Reimburse Avondale annually (February 15, 2009) in the amount of \$127,427.00 for Goodyear's pro-rata portion of those net costs incurred by Avondale in the operation of Route 131 (START) and ADA Dial-a-Ride services.

5. Reconciliation. In the event that Goodyear's portion of the costs is more or less than \$127,427.00 at the end of the term, Avondale shall recoup or reimburse the difference in cost.

6. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Indemnification. To the extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and elected or appointed officials (as “Indemnitee”) for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys’ fees (collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage relating to the Indemnitor’s performance of its duties under this Agreement, but only to the extent that such Claims are caused by the negligence, misconduct, intentional act or other fault of the Indemnitor, its officers, employees, contractors, elected or appointed officials.

8. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and Goodyear.

9. Relationship of the Parties. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

10. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Attorneys’ Fees. In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys’ fees, court cost of investigation and other related expenses incurred in connection therewith.

12. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

14. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

James M. Cavanaugh, Mayor

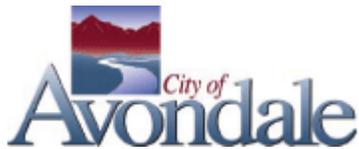
ATTEST:

Dee Cockrum, City Clerk

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

Andrew J. McGuire
Avondale City Attorney

Roric Massey
Goodyear City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2795-109 - Intergovernmental Agreement with the City of Tolleson for FY2008/2009 Transit Services

MEETING DATE:

January 5, 2009

TO: Mayor and Council
FROM: Rogene Hill
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY2008/2009 Transit Services.

BACKGROUND:

The City of Avondale entered into an Intergovernmental Agreement in FY 2003/2004 (No. 104703), on behalf of the Avondale Urbanized Area (AUA) cities (Avondale, Tolleson, Tolleson and Litchfield Park), for transit services. This agreement has been renewed and amended annually since 2003. The City of Phoenix will provide following services, on behalf of the Avondale Urbanized Area, in FY 2008/2009:

- Route 3 – Van Buren Street
- Route 17 – McDowell Road (beginning January 2008)
- Route 41 –Indian School Road
- Green Line –Thomas Road and Avondale Blvd.
- ADA Dial-a-Ride service adjacent to the fixed routes

The City of Avondale is a recipient of Federal Transit Administration (FTA) grant funds on behalf of the Avondale Urbanized Area cities. The AUA is receiving an estimated \$950,000 in FTA Operating Assistance in FY2008/2009. These funds require a 100% local match. The local match for routes 3, 17, 41 and Green Line is paid for by City of Phoenix's share. Since Phoenix is not a recipient of FTA Operating Assistance, their proportionate share counts as the AUA's local match.

The START route is also eligible for Job Access and Reverse Commute (JARC) grant funds. These funds are available annually by the State of Arizona and are distributed by ADOT. Should the AUA receive JARC funds, these funds will replace FTA Operating Assistance funds, which will then be rolled into a future year's use.

Refer to Attachment A for an estimate of the cost of service and funding for each of the routes for FY2007-2008.

DISCUSSION:

The City of Tolleson's proportionate share of FY2008/2009 Transit Services is \$51,951; \$36,480 for bus services and \$15,471 for ADA Dial-a-Ride service.

BUDGETARY IMPACT:

The estimated FY2008/2009 Transit costs have been adequately budgeted for in the City Budget. If

necessary, a year-end adjustment will be made according to actual expenses incurred. If it is determined that the City of Tolleson has paid more than its share of the cost of service, the City will receive a refund; if the City has underpaid it will be billed for the actual cost of the service

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement with the City of Tolleson for FY2008/2009 Transit Services.

ATTACHMENTS:

Click to download

 [Resolution 2795-109](#)

RESOLUTION NO. 2795-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Avondale (“Avondale”) and the City of Phoenix (“Phoenix”) entered into an Intergovernmental Agreement on November 3, 2008, in which Avondale agreed to pay Phoenix for transit services to be provided to the Avondale Urbanized Area for fiscal year 2008-2009; and

WHEREAS, the Intergovernmental Agreement between Avondale and Phoenix designated Avondale as the lead agency for the Avondale Urbanized Area; and

WHEREAS, the City of Tolleson (“Tolleson”) is part of the Avondale Urbanized Area and benefits from the transit services provided by Phoenix; and

WHEREAS, Avondale and Tolleson desire to enter into an Intergovernmental Agreement to provide bus transit services to the residents of Avondale and Tolleson by providing for the operation of Route 3, Route 17, Route 41, the Green Line, Route 131 (START) and Dial-A-Ride services.

WHEREAS, Tolleson will reimburse Avondale on an annual basis for Tolleson’s prorated cost of operation (\$51,951.00) for Route 131 (START) and ADA Dial-a-Ride services.

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

SECTION 1. That the Intergovernmental Agreement between Avondale and Tolleson with respect to the reimbursement of funds for transit services (the “Agreement”) is hereby approved in the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2795-109

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF TOLLESON
RELATING TO TRANSIT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of January 5, 2009, between the City of Avondale, an Arizona municipal corporation ("Avondale") and the City of Tolleson, an Arizona municipal corporation ("Tolleson").

RECITALS

A. Avondale and the City of Phoenix ("Phoenix") entered into an Intergovernmental Agreement on November 3, 2008 for FY 2008-2009 for transit services (the "Phoenix IGA") with Avondale acting as the fiscal and responsible agent for the Avondale Urbanized Area.

B. Tolleson is part of the Avondale Urbanized Area and benefits from the transit services provided by the Phoenix IGA.

C. Avondale and Tolleson seek to serve their respective residents through public transportation by starting Route 17 (McDowell Route) service and continuing the operation of Route 3, Route 41, the Green Line, Route 131 (START) and Dial-A-Ride services.

D. Tolleson agrees to reimburse Avondale on an annual basis for Tolleson's prorated cost of operation (\$51,951.00) for the transit services provided by the Phoenix IGA for Route 131 (START) and ADA Dial-a-Ride services.

E. Avondale and Tolleson have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

F. Avondale is authorized to contract for public transportation services pursuant to Article 1, Section 3 of the Avondale City Charter.

G. Tolleson is authorized to contract for public transportation services pursuant to Section 2-5 of the Tolleson City Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, Avondale and Tolleson hereby agree as follows:

1. Service Area and Transit Services.

a. The corporate limits of Tolleson, which are lawfully in effect on July 1, 2008, shall designate and define the limits of the service area for the purpose of this Agreement.

b. The services provided are outlined in the Phoenix IGA in accordance with those specified in Valley Metro Bus Book.

2. Term. This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2009. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

3. Avondale Responsibilities. Avondale shall:

a. Prepare and amend service specifications as published in the Valley Metro Bus Book in consultation with Tolleson.

b. Serve as the fiscal representative with Phoenix for Route 3, Route 17, Route 41, the Green Line, Dial-A-Ride, and Route 131 (START), and perform the necessary service actions and financial processes as required by the Phoenix IGA.

c. Invoice Tolleson an amount of \$51,951.00 on an annual basis (February 15, 2009).

4. Tolleson Responsibilities. Tolleson shall:

a. Continue to provide traffic control and transit facilitation measures, such as turning movements, on city streets as mutually agreed upon with Phoenix and Avondale.

b. Purchase, install and maintain bus stop signs, as needed.

c. Retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years from the termination of this Agreement. Such records shall be the subject to audit and inspection at any time during the term of this Agreement or within five years after the termination thereof.

d. Reimburse Avondale annually (February 15, 2009) in the amount of \$51,951.00 for Tolleson's pro-rata portion of those net costs incurred by Avondale in the operation of Route 131 (START) and ADA Dial-a-Ride services.

5. Reconciliation. In the event that Tolleson's portion of the costs is more or less than \$51,951.00 at the end of the term, Avondale shall recoup or reimburse the difference in cost.

6. Capital and Operating Expenditures; Budget. Nothing in this Agreement shall be construed as committing Avondale to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses not expressly set forth in this Agreement.

7. Indemnification. To the extent permitted by law, each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and elected or appointed officials (as “Indemnitee”) for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys’ fees (collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage relating to the Indemnitor’s performance of its duties under this Agreement, but only to the extent that such Claims are caused by the negligence, misconduct, intentional act or other fault of the Indemnitor, its officers, employees, contractors, elected or appointed officials.

8. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale and Tolleson.

9. Relationship of the Parties. Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

10. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Attorneys’ Fees. In the event legal action is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys’ fees, court cost of investigation and other related expenses incurred in connection therewith.

12. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

14. Waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

15. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

16. Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall no be deemed relevant to construing this Agreement.

17. 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 of Avondale: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323
Fax: 623-333-0100
Attn: Charles P. McClendon, City Manager

If to the City of Tolleson: City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353
Fax: 623-907-2629
Attn: Ralph Velez

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.

18. Cancellation. This Agreement may be cancelled by either party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

19. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of

the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

“Avondale”

“Tolleson”

CITY OF AVONDALE, an Arizona
municipal corporation

CITY OF TOLLESON, an Arizona
municipal corporation

Marie Lopez Rogers, Mayor

Adolfo J. Gamez, Mayor

ATTEST:

ATTEST:

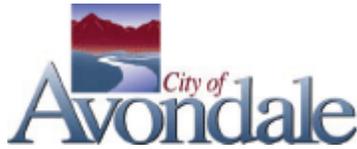
Carmen Martinez, City Clerk

Chris Hagen, City Clerk

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

Andrew J. McGuire
Avondale City Attorney

Scott Ruby
Tolleson City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 2791-109 - Intergovernmental Agreement with the City of Glendale to Provide Security at the Arizona Sports and Tourism Authority Stadium

MEETING DATE:

January 5, 2009

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623)333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution authorizing Avondale's participation in an Intergovernmental Agreement (IGA) to provide security services for the Arizona Sports and Tourism Authority Stadium in Glendale.

BACKGROUND:

In the fall of 2006, the City of Glendale began hosting special events in their newly completed football stadium. In order to provide security and traffic control, the City of Glendale has requested the assistance of numerous Valley cities, including Avondale, to participate in an IGA for this purpose. The Avondale Police Department supports this request and suggests Council approve this IGA. All officers working these special events will be compensated by the City of Glendale while working on their scheduled time off and they are only permitted to work when there is no conflict with special events or operational issues in their respective cities.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing Avondale's participation in an Intergovernmental Agreement (IGA) to provide security services for the Arizona Sports and Tourism Authority Stadium in Glendale.

ATTACHMENTS:

Click to download

[Resolution 2791-109](#)

RESOLUTION NO. 2791-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE RELATING TO LAW ENFORCEMENT SECURITY SERVICES FOR THE ARIZONA SPORTS AND TOURISM AUTHORITY STADIUM.

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

SECTION 1. That the Intergovernmental Agreement with the City of Glendale relating to law enforcement security services for the Arizona Sports and Tourism Authority Stadium (the "Agreement") 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 take all steps necessary to execute and implement 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, January 5, 2008.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2791-109

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
THE CITY OF AVONDALE**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into pursuant to ARIZ. REV. STAT. § 11-952 by the City of Glendale (“Glendale”) and the City of Avondale (“Avondale”) (Glendale and Avondale are referred to herein individually as a “Party” and collectively as the “Parties”) acting by and through their respective police departments (Avondale Police Department is referred to herein as the “Agency;” Glendale Police Department is referred to herein as “GPD”).

RECITALS

WHEREAS, the University of Phoenix Stadium in Glendale (the “Stadium”) is located within Glendale’s corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and

WHEREAS, Global Spectrum Enterprises, L.L.C., an Arizona limited liability company (“Global Spectrum”) is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and

WHEREAS, Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and

WHEREAS, the Parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium (the “Services”).

WHEREAS, the Parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale’s primary responsibility for law enforcement at the Stadium.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, which are incorporated as if set forth fully herein, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

I. Purpose and Intent

The purpose of this Agreement is to provide the means through which the Parties intend to provide high-quality law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the agency assets and by addressing issues including, command, control, personnel, planning and training.

II. Supervision and Staffing

Agency acknowledges that command and control for all Events worked for Global Spectrum pursuant to this contract (individually “Event” and collectively “Events”) shall be the duty and responsibility of GPD. In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the GPD and the Agency Chiefs of Police. Agency agrees and understands entities other than Glendale and the GPD are responsible for decisions regarding whether, and to what extent, the Agency’s officers, if any, will provide service for Events. However, Glendale will provide information regarding staffing decisions to Agency as soon as it becomes available.

III. Assigned Officers

- A. The Agency shall have the discretion to determine which, and how many, of its officers will be allowed to apply for assignments at Events (hereinafter referred to as “Assigned Officers”). All Assigned Officers will be required to enter into temporary employment contracts with Glendale. Each temporary employment contract will outline the mutual responsibilities of the Assigned Officer, GPD and Glendale and will specify the Assigned Officers are “at will” temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice. Glendale will consult with employing Agency prior to terminating any of its Assigned Officers.
- B. While working an Event, the Assigned Officers:
 - 1. Will wear a uniform approved by their home Agency; and
 - 2. May carry other equipment authorized by their respective Agency.
- C. When working an Event, GPD will make available to Assigned Officers forms and other supplies necessary to work the Event.
- D. Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of the property.

IV. Compensation, Insurance and Reporting

- A. The Parties agree that during Events the Assigned Officers shall be temporary employees of Glendale, as described above in Section III, for compensation purposes, not independent contractors; provided, however, that each such Assigned Officer shall also be deemed at all times to also be an employee of the Agency, and that nothing in this Agreement is intended to contradict or otherwise modify the provisions of ARIZ. REV. STAT. § 23-1022 (D). By executing this

Agreement and making Assigned Officers available for Events, each Party affirms that it has complied with the provisions of ARIZ. REV. STAT. § 23-1022 (E).

- B. Each Assigned Officer who works an Event shall be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee, which shall be paid by Global Spectrum directly to Glendale and applied to the cost of providing worker's compensation insurance as set forth below. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.
- C. Glendale shall provide the workers' compensation coverage and liability coverage in such amounts and under the same terms and conditions as other sworn, full-time GPD employees. Other than the worker's compensation and liability coverage as set forth above, Assigned Officers will not be entitled to any other employee benefits or compensation from Glendale.
- D. Glendale shall make available to the Agency information about the hours worked by Assigned Officers not later than seven days following each Event to enable Agency to properly monitor and regulate the hours worked by all of their Assigned Officers.

V. Indemnification

Glendale shall indemnify, defend, save and hold harmless Avondale, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of Glendale or any of its officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Avondale, its officers, officials, agents and employees for losses arising from the work performed by Agency's Assigned Officers under this Agreement.

VI. Media Releases and Relations

Any release of information to the media, other than a public records release, regarding an Event or any activities carrying out this agreement, will be coordinated by the GPD's Public Information Officer (the "PIO"), in cooperation with GPD and with input from Agency. No unilateral media releases will be distributed by Agency without the prior approval of the PIO. A

copy of all public record and media releases regarding an Event or any activities carrying out this agreement shall be forwarded to the PIO prior to release. Agencies will not reveal any investigative information or operational procedures except as required by law. If an incident is primarily focused upon or concerned with the actions of Agency's Assigned Officer, Agency will be responsible for the release of information to the media relative to the incident.

VII. Arizona POST Certification

- A. Relative to its Assigned Officers, Agency agrees that it will be responsible to the Arizona Police Officer's Standards and Training ("Arizona P.O.S.T.") Board for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.* By way of example only, and not by way of limitation, Agency, relative to its Assigned Officers, agrees to be responsible to Arizona P.O.S.T. for the hiring, fitness for duty, record-keeping, training and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.
- B. Glendale and Agency agree to cooperate to ensure any issues that arise relative to Arizona P.O.S.T. certification are resolved in a reasonable and efficient manner.

VIII. Execution, Duration and Renewal

- A. This Agreement will be effective as to Avondale immediately upon the approval and execution by Glendale and Avondale and shall remain in full force and effect until February 15, 2012.
- B. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- C. This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

IX. General Provisions

- A. Entire Agreement. This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter of this Agreement.
- B. 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.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

- D. Conflict of Interest. This Agreement may be canceled by any of the Parties pursuant to the provisions of ARIZ. REV. STAT. § 38-511.
- E. Termination. Agency may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Agency not less than sixty (60) days prior written notice.
- F. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event the parties cannot settle the dispute, the GPD Chief of Police shall have the final authority to decide the dispute, claim, question or disagreement.
- G. Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- H. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- I. Recordation of Agreement: Effective Date. This Agreement shall be filed with the Maricopa County Recorder pursuant to ARIZ. REV. STAT. § 11-952(G) upon its execution. This Agreement shall be effective as of the later to occur of the date of signature as set forth in subsection VIII (A) above and the date of filing of this Agreement as provided in this Section.
- J. Further Acts. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- K. Nondiscrimination. No Party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each Party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.
- L. Services Continuation Subject to Appropriation. Every payment and performance obligation of either Party 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 either Party. In the event this provision is

exercised, neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. If this Agreement is terminated under the provisions of this paragraph, the time limits of subsection E, above, shall not apply.

X. E-verify, Records and Audits

To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

XI. Scrutinized Business Operations

Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Parties each certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or and 35-393, as applicable. If the either Party determines that the other Party submitted a false certification, the Party making such determination may impose remedies as provided by law including terminating this Agreement pursuant to Sections IX and/or X above.

[SIGNATURES ON FOLLOWING PAGES]

“Glendale”

CITY OF GLENDALE, an Arizona
municipal corporation

By: _____
Ed Beasley, City Manager

Date: _____

ATTEST:

Pamela Hanna, City Clerk

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Marie Lopez Rogers, Mayor

Date: _____

ATTEST:

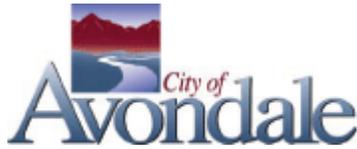
Carmen Martinez, City Clerk

CERTIFICATION BY LEGAL COUNSEL

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

Craig Tindall
Glendale City Attorney

Andrew J. McGuire
Avondale City Attorney



CITY COUNCIL REPORT

SUBJECT:
Ordinance 1341-109 - McDowell Road ROW
Dedication

MEETING DATE:
January 5, 2009

TO: Mayor and Council
FROM: Andrea Page, Engineering Plan Review Manager
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting the dedication of right-of-way along McDowell Road by the owner of Ashton Pointe for the future widening of McDowell Road and authorizes the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

DISCUSSION:

Ashton Pointe is a new apartment complex adjacent to and east of Friendship Park. (See attached Vicinity Map) The approved site plan for the development requires the construction of a dedicated right turn lane eastbound on McDowell Road. The owner also agreed to dedicate additional right of way varying between 10 and 15 feet in width to accommodate the future widening of McDowell Road. They also agreed to contribute funds equal to the cost to construct a future additional eastbound lane in lieu of constructing it today. The City will keep these funds in a dedicated account to be used for improvements to McDowell Road at such time as the City improves this portion of McDowell.

BUDGETARY IMPACT:

No financial impact to the City. The owners have deposited the required funds with the City.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance accepting the dedication of right-of-way along McDowell Road by owner of Ashton Pointe for the future widening of McDowell Road and authorizes the Mayor or City Manager, and the City Clerk to execute the appropriate documentation.

ATTACHMENTS:

Click to download

- [☐ Vicinity Map](#)
- [☐ Ordinance 1341-109](#)

VICINITY MAP



CITY OF AVONDALE

McDowell Rd. Right-of-Way Dedication

ORDINANCE NO. 1341-109

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATION OF REAL PROPERTY FOR USE AS PUBLIC RIGHT-OF-WAY.

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

SECTION 1. That \pm 0.187 acres of real property, generally located east of 119th Avenue, south of McDowell Road, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby accepted by the City of Avondale from Ashton Pointe Apartments, L.P., a Delaware limited partnership, for use as public right-of-way.

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

PASSED AND ADOPTED by the Council of the City of Avondale, January 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1341-109

[Legal description and map]

See following pages.

**LEGAL DESCRIPTION
RIGHT OF WAY
ASHTON POINTE**

NOVEMBER 13, 2008
Job No.7015.1
Page 1 of 1

A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE AT THE INTERSECTION OF 119TH AVENUE AND MCDOWELL ROAD, A LOCALLY ACCEPTED NORTH QUARTER CORNER OF SAID SECTION 1;

THENCE NORTH 88 DEGREES 58 MINUTES 22 SECONDS WEST, ALONG THE NORTH SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 573.40 FEET;

THENCE SOUTH 02 DEGREES 50 MINUTES 49 SECONDS WEST, LEAVING THE NORTH SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 65.03 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF MCDOWELL ROAD AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 02 DEGREES 50 MINUTES 49 SECONDS WEST, LEAVING SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 10.00 FEET;

THENCE NORTH 88 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 265.70 FEET;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.64 FEET;

THENCE NORTH 88 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 186.44 FEET;

THENCE NORTH 82 DEGREES 41 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.30 FEET;

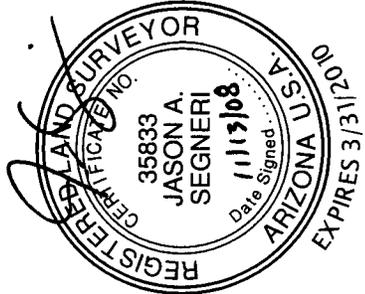
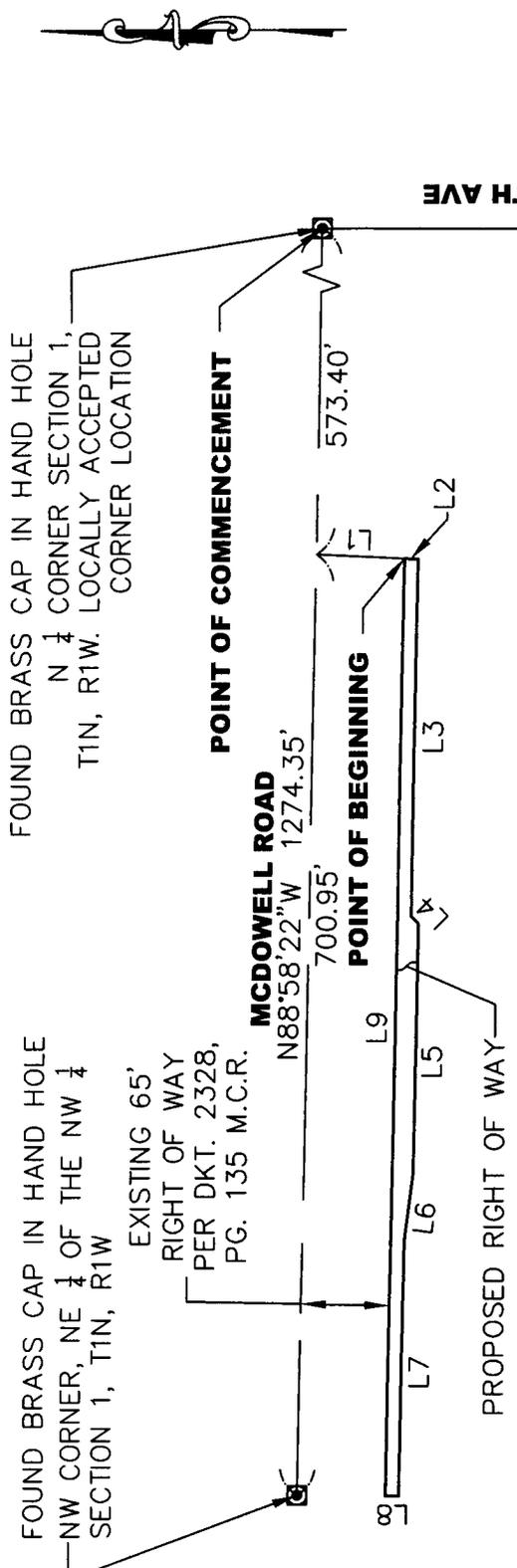
THENCE NORTH 88 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE OF 190.09 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 07 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY;

THENCE SOUTH 88 DEGREES 58 MINUTES 22 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 697.99 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 8,155 SQUARE FEET OR 0.187 ACRES

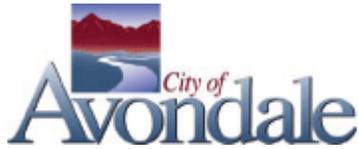




| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | S02°50'49"W | 65.03 |
| L2 | S02°50'49"W | 10.01 |
| L3 | N88°58'22"W | 265.70 |
| L4 | S45°00'00"W | 7.64 |
| L5 | N88°58'22"W | 186.44 |
| L6 | N82°41'44"W | 50.30 |
| L7 | N88°58'22"W | 190.09 |
| L8 | N00°14'07"E | 10.00 |
| L9 | S88°58'22"E | 697.99 |

SIG
**SURVEY INNOVATION
 GROUP, INC**

**RIGHT OF WAY
 ASHTON POINTE
 AVONDALE, ARIZONA**



CITY COUNCIL REPORT

SUBJECT:

Ordinance No. 1340-109 - Purchase of real property at 323 E. Hill Drive

MEETING DATE:

January 5, 2009

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve Ordinance No. 1340-109 for the acquisition of real property at 323 E. Hill Dr. Parcel # 500-17-089 for \$5,000 plus closing costs.

BACKGROUND:

In July 2008, the City condemned 323 E. Hill Drive as uninhabitable and began the process for the demolition of the four unit structure. Council approved a contract with 3D/International, Inc in October and authorized funds for the asbestos removal and demolition.

DISCUSSION:

The current title holder has offered to relinquish all rights to the property and all claims for \$5,000 plus closing costs. The staff will assure that the title is clear and that there are no additional environmental issues on the property prior to closing.

BUDGETARY IMPACT:

The funds allocated for the demolition of this property included a \$5,000 contingency, and the actual cost of the asbestos removal was slightly less than estimated. Therefore, funds allocated for the demolition are sufficient to cover the cost of the purchase.

RECOMMENDATION:

Approve the resolution and ordinance for purchase of 323 E. Hill Drive for \$5,000 plus closing costs.

ATTACHMENTS:

Click to download

[📎 Ordinance 1340-109](#)

ORDINANCE NO. 1340-109

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article 1, Section 3 of the Avondale City Charter (the “Charter”), authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property necessary for public use.

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

SECTION 1. That the acquisition, by purchase, condemnation or dedication of \pm 0.16 acres of real property, being Maricopa County Assessor’s Parcel No. 500-17-089, generally located South of Hill Drive, east of 3rd Street in Avondale, Arizona (the “Acquisition Property”), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby authorized.

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

SECTION 3. That, 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, January 5, 2009.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1340-109

[Legal description of Acquisition Property]

See following pages.

323 EAST HILL DRIVE
AVONDALE, ARIZONA
APN 500-17-089

LEGAL DESCRIPTION

LOT 10, BLOCK 1, HILL TRACT, ACCORDING TO BOOK 29 OF MAPS, PAGE 45,
OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA



5TH STREET

Lot 10, Block 1,
Hill Tract Subdivision
Book 29, Page 45, MCR

54.02

0.16 Acres
Net Area

130.0

130.0

54.10

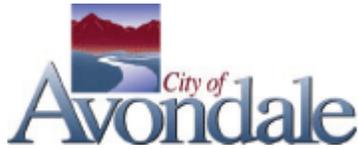
HILL DRIVE

ALLEY

3RD STREET

WESTERN AVENUE

323 East Hill Drive, Avondale, Arizona
Maricopa County APN 500-17-089



CITY COUNCIL REPORT

SUBJECT:
 Appointment of Members to the City's Boards,
 Commission and Committees and to the positions
 of Chair and Vice Chair of the Planning
 Commission

MEETING DATE:
 January 5, 2009

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

PURPOSE:
 City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and appoint two members to serve as Chair and Vice Chair of the Planning Commission.

DISCUSSION:
 The Council Subcommittee consisting of Vice Mayor Weise, Council Member Karlin and Council Member Scott held a Meet and Greet on Tuesday, December 9. Their recommendations for appointment are as follows:

| <i>Avondale Municipal Arts Committee</i> | |
|---|-------------------|
| Beverly Moore | 1/1/09 – 12/31/11 |
| <i>CIP</i> | |
| Daniel Elias (Zone 1) | 1/1/09 – 6/30/11 |
| Edward Meringer (Zone 2) | 1/1/09 – 6/30/11 |
| Fred Yamashita (Zone 2) | 1/1/09 – 6/30/11 |
| <i>Environmental Affairs Commission</i> | |
| Daniel Elias | 1/1/09 – 12/31/10 |
| Todd Kesler | 1/1/09 – 12/31/11 |
| James Mitchell | 1/1/09 – 12/31/11 |
| Curtis Nielson | 1/1/09 – 12/31/11 |
| Sandi Nielson | 1/1/09 – 12/31/11 |
| Roger Olsen | 1/1/09 – 12/31/11 |
| William Williams | 1/1/09 – 12/31/10 |
| Steven J. Zielinski | 1/1/09 – 12/31/10 |
| <i>Library Advisory Board</i> | |
| Lawrence Thomas | 1/1/09 – 12/31/11 |

| <i>Neighborhood and Family Services Commission</i> | |
|---|-------------------|
| Peter Carlone | 1/1/09 – 12/31/11 |
| William Gaspar | 1/1/09 – 12/31/11 |
| Roni Tortorici | 1/1/09 – 12/31/11 |
| Fred Yamashita | 1/1/09 – 12/31/11 |
| <i>Planning Commission</i> | |
| Tom Bradbeer III (Alternate) | 1/1/09 – 12/31/11 |
| David C. Iwanski | 1/1/09 – 12/31/11 |
| David Scanlon | 1/1/09 – 12/31/11 |
| <i>Parks and Recreation Advisory Board</i> | |
| Amos Reed | 1/1/09 – 12/31/11 |
| Steven J. Zielinski | 1/1/09 – 12/31/11 |
| <i>Risk Management Trust Fund Board</i> | |
| Amos Reed | 1/1/09 – 12/31/11 |
| <i>Social Services Advisory Board</i> | |
| William Gaspar | 1/1/09 – 12/31/11 |
| Connie Tadeo | 1/1/09 – 12/31/11 |

In addition, the Council Subcommittee is recommending appointment of Mr. David Iwanski as Chair and Mr. Mike Demlong as Vice Chair of the Planning Commission.

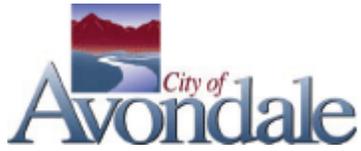
RECOMMENDATION:

The Council Subcommittee is recommending appointment of members of the City's Boards, Commissions and Committees as outlined above.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

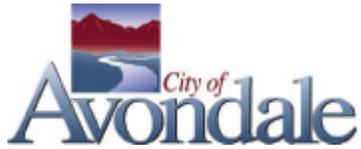
MEETING DATE:
January 5, 2009

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

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
January 5, 2009

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available