

# CITY COUNCIL AGENDA

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

REGULAR MEETING  
January 11, 2010  
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 UNSCHEDULED PUBLIC APPEARANCES**

(Limit three minutes per person. Please state your name.)

**3 CONSENT AGENDA**

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

**a. LITIGATION SETTLEMENT - CITY OF AVONDALE V. HUMMINGBIRD MANUFACTURED HOUSING COMMUNITIES, L.L.C., NO. CV2009-016190**

City Council will consider a request to approve settling the City of Avondale v. Hummingbird Manufactured Housing Communities, L.L.C., No. CV2009-016190 in the amount of \$176,450 and authorize and direct the City Manager and City Clerk to execute the settlement documents. The Council will take appropriate action.

**b. AMENDMENT TO LAND LEASE AGREEMENT WITH MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

City Council will consider a request to approve an amendment to the Land Lease Agreement with the Maricopa County Community College District to allow for the construction of the Northwest Public Safety Facility and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

**c. AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT – DICK & FRITSCH DESIGN GROUP FOR THE NORTHWEST PUBLIC SAFETY FACILITY**

City Council will consider a request to approve Amendment 2 to the Professional Services Agreement with Dick & Fritsche Design Group to reduce the design services for the Northwest Public Safety Facility for a revised total project cost of \$574,205 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. PROFESSIONAL SERVICE AGREEMENT - TEEN OUTREACH PREGNANCY SERVICES FOR FAMILY EDUCATION AND RESOURCE COORDINATION**

City Council will consider a request to approve a Professional Service Agreement with Teen Outreach Pregnancy Services in the amount of \$75,000 to provide parent education training and family resource coordination in Gila Bend with funding provided by the Arizona Early Childhood Development and Health Board (known as First Things First) and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. DESIGN AND CONSTRUCTION SERVICES CONTRACT WITH SALT RIVER PROJECT (SRP)**

City Council will consider a request to approve the Design & Construction Services Contract with SRP in the amount of \$86,945 for required electrical improvements for the City Center Phase 1 development and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. ORDINANCE 1398-110 - AUTHORIZING THE RELEASE OF PUBLIC UTILITY EASEMENT FOR THE AVONDALE BOULEVARD AND INTERSTATE 10 TRAFFIC INTERCHANGE IMPROVEMENT PROJECT**

City Council will consider an ordinance authorizing the release of a portion of the public utility easement required for the Avondale Boulevard and Interstate 10 Traffic Interchange Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

**4 ZONING ORDINANCE TEXT AMENDMENT - SECTION 7, SUPPLEMENTARY REGULATIONS**

City Council will review a proposed text amendment to Section 7, Supplementary Regulations of the City's Zoning Ordinance. For information, discussion and direction.

**5 ZONING ORDINANCE TEXT AMENDMENT - SECTION 8, OFF-STREET PARKING**

City Council will review proposed revisions to Section 8, Off-Street Parking, of the City's Zoning Ordinance to establish standards for the provision of adequate off-street parking, loading and maneuvering spaces. For information, discussion and direction.

**6 OPTIONS FOR THE DISPOSITION OF CITY-OWNED BUILDING LOCATED AT 525 SO. CENTRAL AVENUE**

City Council will review possible future uses for the City-owned business located at 525 Central Avenue which formerly housed the Avondale City Hall. For information, discussion and direction.

**7 ADJOURNMENT**

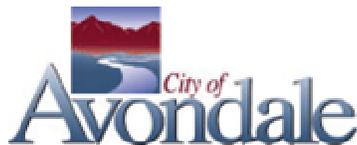
Respectfully submitted,



Carmen Martinez  
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



# CITY COUNCIL REPORT

**SUBJECT:**

Litigation Settlement - City of Avondale v. Hummingbird Manufactured Housing Communities, L.L.C., No. CV2009-016190

**MEETING DATE:**

January 11, 2010

**TO:** Mayor and Council

**FROM:** Andrew McGuire, City Attorney

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve settling the City of Avondale v. Hummingbird Manufactured Housing Communities, L.L.C., No. CV2009-016190 matter (the "Lawsuit").

**BACKGROUND:**

As we have discussed with you previously, the City filed the Lawsuit to acquire + 1.591 acres of real property generally located north of Lower Buckeye Road, west of Central Avenue, in Avondale (the "Acquisition Property") after negotiations with the property owner failed to result in an agreed-upon sale. The proposed use of the Acquisition Property is for storm water drainage, flood control and related purposes also known as the Elm Lane Drainage Mitigation Project, which is being constructed in coordination with the Flood Control District of Maricopa County.

After the Lawsuit was filed, the parties continued to discuss settlement, which discussions resulted in an agreement to settle the matter for \$176,450. In conjunction with the settlement, the parties will enter into a stipulated judgment that will conclude the Lawsuit and allow the City to take title to the Acquisition Property. Thereafter, the Elm Lane Drainage Mitigation Project can be completed.

**BUDGETARY IMPACT:**

Funding for the settlement in the amount of \$176,450, is included in the Elm Lane Drainage Mitigation Project budget, line item 304-1158-00-8200.

**RECOMMENDATION:**

Recommend approval of this Settlement.

**PROPOSED MOTION:**

Move approval of settlement of the City of Avondale v. Hummingbird Manufactured Housing Communities, L.L.C. matter in the amount of \$176,450 and authorize and direct (i) the City Manager and City Clerk to execute the settlement documents and all other necessary documents, when in final form acceptable to the City Attorney, and (ii) the City Attorney to take all steps necessary to conclude the Lawsuit.

**ATTACHMENTS:**

Click to download

 [Settlement Agreement](#)

1 **GUST ROSENFELD P.L.C.**  
201 E. Washington, Suite 800  
2 Phoenix, AZ 85004-2327  
(602) 257-7422  
3 David A. Pennartz – 006429  
[dpennartz@gustlaw.com](mailto:dpennartz@gustlaw.com)  
4 Eric McGlothlin – 026060  
[emcglathlin@gustlaw.com](mailto:emcglathlin@gustlaw.com)  
5 **Attorneys for City of Avondale**

6 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

7 IN AND FOR THE COUNTY OF MARICOPA

8 CITY OF AVONDALE, an Arizona  
municipal corporation,

9 Plaintiff,

10 vs.

11 HUMMINGBIRD MANUFACTURED  
12 HOUSING COMMUNITIES, L.L.C., an  
Arizona limited liability company;  
13 CHARLES H. DeMORE, a single man,  
WALTER H. CAVE, a single man,  
14 BARBARA J. CONKLIN, AS TRUSTEE  
OF THE CONKLIN REVOCABLE  
15 LIVING TRUST DATED DECEMBER 14,  
2005, and PAULA M. DeMORE, a married  
16 woman dealing with her sole and separate  
property, the foregoing being the  
17 BENEFICIARIES UNDER THAT DEED  
OF TRUST RECORDED ON JANUARY  
18 23, 2009, AS DOC. 2009-0057053 MCR;  
COUNTY OF MARICOPA, as to any unpaid  
19 real property taxes; PARTY(IES) IN  
POSSESSION OF AN UNRECORDED  
20 INTEREST; UNKNOWN DEFENDANTS;  
HEIRS AND DEVISEES OF THE ABOVE-  
21 NAMED DEFENDANTS, IF DECEASED,

22 Defendants.

No. \_ CV2009-016190

**STIPULATION FOR ENTRY OF  
JUDGMENT**

**(EMINENT DOMAIN)**

PART APN 500-50-063

(Assigned to the Hon. Jeanne Garcia)

23  
24 THIS STIPULATION is entered into by and between:

25 a. Plaintiff, City of Avondale (“Plaintiff,” “City” or “Avondale”),

1           b. Defendant Hummingbird Manufactured Housing Communities,  
2 L.L.C. (“Hummingbird”), and

3           c. Defendants Charles H. DeMore, Walter H. Cave, Barbara J.  
4 Conklin, as Trustee of the Conklin Revocable Living Trust dated December 14, 2005,  
5 and Paula M. DeMore, the foregoing being the all of the beneficiaries under that Deed  
6 of Trust recorded on January 23, 2009, as Doc. 2009-0057053 MCR, (“Beneficiaries”).  
7 Defendants Hummingbird and Beneficiaries may be referred to collectively as  
8 “Answering Defendants.” The City, Hummingbird and the Beneficiaries are referred to  
9 collectively as the “Parties.”  
10

11           Other defendants. The County of Maricopa (“Maricopa County” is named  
12 as a defendant in the Complaint in Condemnation as to any unpaid real property taxes  
13 due upon the subject property identified in the Complaint in Condemnation  
14 (“Property”). In addition to the Answering Defendants and Maricopa County, all  
15 defendants named in the Complaint in Condemnation and any amendment, and any  
16 other parties served with process are collectively referred to as the “Defendants.”  
17  
18

19           THE PARTIES, by and through their respective counsel of record  
20 identified below, to effectuate a complete settlement and adjudication of the claims and  
21 matters referred to in the Complaint in Condemnation (Eminent Domain) and in the  
22 accompanying form of judgment, stipulate as follows:

23           1. All Defendants have been properly served with process in this  
24 action or have asserted a claim to proceeds of the condemnation award pursuant to  
25 A.R.S. §12-1120.

1           2.     Defendant Maricopa County has filed a Notice of Disclaimer of  
2 Interest on August 19, 2009, and shall take nothing by way of the Judgment against  
3 Plaintiff or for acquisition of the Property.

4           3.     The following named Defendants have been properly served by  
5 publication and have failed to appear or to make a claim for compensation pursuant to  
6 the provisions of A.R.S. §12-1120 and shall take nothing by way of the Judgment  
7 against Plaintiff or for acquisition of the Property: PARTY(IES) IN POSSESSION OF  
8 AN UNRECORDED INTEREST; UNKNOWN DEFENDANTS; HEIRS AND  
9 DEVISEES OF THE ABOVE-NAMED DEFENDANTS, IF DECEASED.

10          4.     The parties stipulate and agree for all purposes of determining just  
11 compensation in this action, pursuant to Art. 2, Sec. 17, of the Arizona Constitution,  
12 A.R.S. §12-1122, and the Fifth Amendment to the United States Constitution, that the  
13 area of take described by the legal description of the property to be condemned  
14 contained in **Exhibit “A”** to the Complaint in Eminent Domain encompasses SIXTY  
15 NINE THOUSAND TWO HUNDRED NINETY-SEVEN SQUARE FEET (69,297 s.f.)  
16 or 1.591 acres, more or less.

17          5.     On the Complaint in Condemnation (Eminent Domain), Plaintiff  
18 shall have judgment condemning a fee simple absolute interest in the subject property as  
19 legally described in **Exhibit “A”** to the Complaint in Eminent Domain.

20          6.     Defendant Hummingbird concedes the superior right of Defendants  
21 Beneficiaries to receive payment of all of the proceeds of condemnation of the Property  
22 pursuant to the interest in the Property held by the Beneficiaries pursuant to the Deed of  
23 Trust recorded on January 23, 2009, as Doc. 2009-0057053 MCR, beneficial interest  
24 assigned to Beneficiaries in document recorded on January 23, 2009, as Doc. 2009-  
25 0058577 MCR, and related transactional documents, entered into by and between

1 Defendant Hummingbird and the predecessor-in-interest of the Defendants  
2 Beneficiaries. Hummingbird and Beneficiaries have agreed to settle the distribution of  
3 proceeds of this condemnation action as follows: \$84,000 shall not be applied to the  
4 principal debt outstanding but shall be placed in escrow with Safe Harbor Funding, LLC  
5 subject to the same terms and conditions as set forth in that certain Disbursement  
6 Agreement dated January 23, 2009 attached as Exhibit . The remaining principal  
7 balance of \$89,227.50 plus statutory interest on the entire principal amount of  
8 \$173,227.50 shall be belong solely to Beneficiaries, which sums shall not be applied to  
9 reduce the debt between Hummingbird and Beneficiary.

10 7. Defendants Hummingbird and Beneficiaries shall have judgment  
11 against the City of Avondale in the amount of ONE HUNDRED SEVENTY THREE  
12 THOUSAND TWO HUNDRED TWENTY SEVEN and 50/100 DOLLARS  
13 (\$173,227.50), plus applicable statutory interest from July 6, 2009, until paid. as and for  
14 total just compensation due to Answering Defendants for the taking of the subject  
15 Property.

16 If the city desires to have the defendants complete a 1099-S information  
17 form it shall immediately provide the form to the defendants, which the defendants or their  
18 counsel of record shall promptly complete and return to counsel for the City of Avondale.

19 9. The City shall wire transfer funds to the trust account of Zeitlin &  
20 Zeitlin, attorney for Beneficiaries in the principal amount of ONE HUNDRED  
21 SEVENTY THREE THOUSAND TWO HUNDRED TWENTY SEVEN and 50/100  
22 DOLLARS (\$173,227.50), plus statutory interest from July 6, 2009 until paid. Zeitlin  
23 shall then disburse \$84,000 to Safe Harbor Funding , LLC as set forth in paragraph 6  
24 above.

1           10. Defendant shall execute and provide to counsel for the Plaintiff for  
2 filing a Receipt and Satisfaction of Judgment with the Court immediately upon receipt  
3 of payment of the Judgment. Upon filing the Receipt and Satisfaction of Judgment, the  
4 Court shall enter its Final Order in Condemnation vesting in Plaintiff a fee simple  
5 absolute interest in the subject Property described in **Exhibit "A"** to the Complaint in  
6 Condemnation (Eminent Domain).

7           11. Upon entry by the Court of its Final Order in Condemnation, all  
8 interests and claims of all Defendants in or relating to the subject property shall be fully  
9 terminated, and title to and possession of the subject Property shall not be subject to or  
10 encumbered by any existing or future rights, liens, claims or other encumbrances,  
11 including, but not limited to, taxes, and assessments upon or against the subject property  
12 while owned or possessed by Defendants or by any persons, firms or corporations  
13 claiming any interest in the subject property under or by virtue of said Defendants.

14           12. No other person, firm or corporation has any right, title or interest  
15 in and to the subject property, or any part thereof, and any person, firm or corporation  
16 claiming any interest in or to the subject property, or any part thereof, subsequent to the  
17 recording of the Notice of Lis Pendens in this matter, in the Maricopa County  
18 Recorder's Office as Doc. No. 2009-0477031 on May 27, 2009, and are without any  
19 right, title or interest in or to the subject Property or any part thereof.

20           13. Each party shall bear their own attorneys' fees, costs and expenses.

21           14. The parties approve the accompanying form of Judgment and  
22 request its entry by the Court without delay.

23           Dated this \_\_\_\_ day of January, 2010.

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**GUST ROSENFELD P.L.C.**

By \_\_\_\_\_  
David A. Pennartz  
Eric A. McGlothlin  
Attorneys for *Plaintiff, City of Avondale*

Dated this \_\_\_\_ day of January, 2010.

**ROSE LAW GROUP, P.C.**

By \_\_\_\_\_  
Brian M. Bergin  
Kimberly W. MacEachern  
Attorneys for *Hummingbird Manufactured Housing Communities, LLC*

Dated this \_\_\_\_ day of January, 2010.

**Zeitlin & Zeitlin, P.C.**

By \_\_\_\_\_  
Dale Zeitlin  
Attorneys for *Trust Deed Beneficiaries*

1 COPY of the foregoing hand-delivered this  
\_\_\_\_\_ day of January, 2010, to:

2 Hon. Jeanne Garcia  
3 Maricopa County Superior Court  
4 125 W. Washington, OCH-303  
Phoenix, AZ 85003

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26 DAP:dap 1162214.1 1/5/2010

**INFORMATION REQUIRED ON REAL ESTATE ACQUISITIONS  
FOR PREPARATION OF 1099S FORM**

You are required by law (26 CFR parts 1 and 602) to provide the City of Avondale with your correct taxpayer identification number (i.e. social security number). If you do not provide the City of Avondale with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Name: **[PAYEE]**

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Taxpayer I.D. Number: \_\_\_\_\_

Property Location: ± 1.591 acres of real property, a portion of Maricopa County Assessor's Parcel No. 500-50-063 consisting of ± 9.770 acres of real property, generally located north of Lower Buckeye Road, west of Central Avenue, in Avondale, Arizona

Project : Elm Lane Drainage Mitigation Project

Parcel No.: Part APN: 500-50-063

Stipulated Judgment, Case No. CV2009-016190.

Principal Judgment Amount: \$173,227.50, plus statutory interest from July 6, 2009, at the rate specified in A.R.S. §9-409 until paid.

**CERTIFICATION:**

Under penalties of perjury, I certify that the taxpayer identification number shown on this statement is my correct taxpayer identification number.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

1 **GUST ROSENFELD P.L.C.**  
2 201 E. Washington, Suite 800  
3 Phoenix, AZ 85004-2327  
4 (602) 257-7422  
5 David A. Pennartz – 006429  
[dpennartz@gustlaw.com](mailto:dpennartz@gustlaw.com)  
6 Eric McGlothlin – 026060  
[emcglathlin@gustlaw.com](mailto:emcglathlin@gustlaw.com)  
7 **Attorneys for City of Avondale**

8 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

9 IN AND FOR THE COUNTY OF MARICOPA

10 CITY OF AVONDALE, an Arizona  
11 municipal corporation,

12 Plaintiff,

13 vs.

14 HUMMINGBIRD MANUFACTURED  
15 HOUSING COMMUNITIES, L.L.C., an  
16 Arizona limited liability company;  
17 CHARLES H. DeMORE, a single man,  
18 WALTER H. CAVE, a single man,  
19 BARBARA J. CONKLIN, AS TRUSTEE  
20 OF THE CONKLIN REVOCABLE  
21 LIVING TRUST DATED DECEMBER 14,  
22 2005, and PAULA M. DeMORE, a married  
23 woman dealing with her sole and separate  
24 property, the foregoing being the  
25 BENEFICIARIES UNDER THAT DEED  
26 OF TRUST RECORDED ON JANUARY  
27 23, 2009, AS DOC. 2009-0057053 MCR;  
28 COUNTY OF MARICOPA, as to any unpaid  
29 real property taxes; PARTY(IES) IN  
30 POSSESSION OF AN UNRECORDED  
31 INTEREST; UNKNOWN DEFENDANTS;  
32 HEIRS AND DEVISEES OF THE ABOVE-  
33 NAMED DEFENDANTS, IF DECEASED,

34 Defendants.

No. CV2009-016190

**FINAL JUDGMENT IN  
CONDEMNATION**

**(EMINENT DOMAIN)**

PART APN 500-50-063

(Assigned to the Hon. Jeanne Garcia)

35 UPON STIPULATION of Plaintiff, City of Avondale (“Plaintiff,” “City”  
36 or “Avondale”), Defendant Hummingbird Manufactured Housing Communities, L.L.C.

DAP:dap 1162208.1 1/5/2010

1 (“Hummingbird”), and Defendants Charles H. DeMore, Walter H. Cave, Barbara J.  
2 Conklin, as Trustee of the Conklin Revocable Living Trust dated December 14, 2005,  
3 and Paula M. DeMore, the foregoing being the all of the beneficiaries under that Deed  
4 of Trust recorded on January 23, 2009, as Doc. 2009-0057053 MCR, (“Beneficiaries”)  
5 (collectively, the “Parties”), and to effectuate a complete settlement and adjudication of  
6 the claims and matters referred to in the Complaint in Condemnation (Eminent  
7 Domain), the Parties’ Stipulation for Entry of Judgment and in this stipulated Final  
8 Judgment in Condemnation  
9

10 THE COURT FINDS AND CONCLUDES AND IT IS HEREBY  
11 ORDERED, ADJUDGED AND DECREED, that judgment be entered as follows:  
12

13 1. Plaintiff is an Arizona municipal corporation to whom the state’s  
14 power of eminent domain has been delegated for purposes that include the purposes for  
15 which acquisition of the real property described in the Complaint in Condemnation and  
16 in Exhibit “A” attached to this Order (“Property”).  
17

18 2. Acquisition of the Property by the Plaintiff for the purposes  
19 described in the Complaint in Condemnation is truly a public use under ART.2, SEC. 17,  
20 ARIZ. CONST., is for a purpose authorized by statute, and is necessary for those purposes  
21 as described in the Complaint in Condemnation.

22 3. All Defendants have been properly served with process in this  
23 action or have asserted a claim to proceeds of the condemnation award pursuant to  
24 A.R.S. §12-1120.  
25

1           4. Defendant Maricopa County has filed a Notice of Disclaimer of  
2 Interest on August 19, 2009, and shall take nothing by way of the Judgment against  
3 Plaintiff or for acquisition of the Property.

4           5. The following named Defendants have been properly served by  
5 publication and have failed to appear or to make a claim for compensation pursuant to  
6 the provisions of A.R.S. §12-1120 and shall take nothing by way of the Judgment  
7 against Plaintiff or for acquisition of the Property: PARTY(IES) IN POSSESSION OF  
8 AN UNRECORDED INTEREST; UNKNOWN DEFENDANTS; HEIRS AND  
9 DEVISEES OF THE ABOVE-NAMED DEFENDANTS, IF DECEASED.

10           6. Upon stipulation of the parties stipulate and for all purposes of  
11 determining just compensation in this action, pursuant to Art. 2, Sec. 17, of the Arizona  
12 Constitution, A.R.S. §12-1122, and the Fifth Amendment to the United States  
13 Constitution, that the area of take described by the legal description of the property to be  
14 condemned contained in **Exhibit "A"** to the Complaint in Eminent Domain  
15 encompasses SIXTY NINE THOUSAND TWO HUNDRED NINETY-SEVEN  
16 SQUARE FEET (69,297 s.f.) or 1.591 acres, more or less.

17           7. On the Complaint in Condemnation (Eminent Domain), Plaintiff  
18 shall have judgment condemning a fee simple absolute interest in the subject property as  
19 legally described in **Exhibit "A"** to the Complaint in Eminent Domain.

20           8. Defendant Hummingbird has conceded the superior right of  
21 Defendants Beneficiaries to receive payment of all of the proceeds of condemnation of  
22 the Property pursuant to the interest in the Property held by the Beneficiaries pursuant to  
23 the Deed of Trust recorded on January 23, 2009, as Doc. 2009-0057053 MCR,  
24 beneficial interest assigned to Beneficiaries in document recorded on January 23, 2009,  
25 as Doc. 2009-0058577 MCR, and related transactional documents, entered into by and

1 between Defendant Hummingbird and the predecessor-in-interest of the Defendants  
2 Beneficiaries. Accordingly, Defendant Hummingbird acknowledges assignment of its  
3 right to payment of just compensation to the Beneficiaries and Defendant Hummingbird  
4 shall take nothing by way of the Judgment against Plaintiff and the City's acquisition of  
5 the Property, including any claims, under any legal theory or basis, known or unknown,  
6 asserted or not, that the Defendant Hummingbird may have any right to assert by reason  
7 of the City's acquisition of a portion of its property, which portion is the Property  
8 referred to herein. Application and disposition of the proceeds of condemnation as  
9 between Hummingbird and the Beneficiaries is subject to agreement between them and  
10 not an issue left for adjudication in this action.

11           9. Defendants Beneficiaries shall have judgment against the City of  
12 Avondale in the amount of ONE HUNDRED SEVENTY THREE THOUSAND TWO  
13 HUNDRED TWENTY SEVEN and 50/100 DOLLARS (\$173,227.50), plus applicable  
14 statutory interest as outlined below, as and for total just compensation due to Answering  
15 Defendants for the taking of the subject Property.

16           10. Defendant Beneficiaries shall be awarded judgment against the  
17 Plaintiff, City of Avondale, for statutory interest at the rate set by A.R.S. §9-409, on the  
18 total amount of just compensation, which is \$173,227.50, from the date of immediate  
19 possession, July 6, 2009, until paid by Plaintiff. Answering Defendants or their counsel of  
20 record shall promptly complete and provide to counsel for the City of Avondale one or  
21 more executed 1099-S information forms showing payee(s) for the settlement payment  
22 and social security or valid tax identification number (in the form attached) of the payee to  
23 allow prompt payment of the Judgment. Consequences of delays in payment of the  
24 Judgment occasioned by delays in provision of the completed and executes 1099-S form(s)

1 to the City shall be borne by the Defendants Beneficiaries and Hummingbird and will stop  
2 the accrual of additional statutory interest on the principal amount of the Judgment.

3           11. The City shall issue a check or warrant to Defendants Beneficiaries  
4 and Hummingbird (payable as set forth below) in the amount of ONE HUNDRED  
5 SEVENTY THREE THOUSAND TWO HUNDRED TWENTY SEVEN and 50/100  
6 DOLLARS (\$173,227.50, plus interest as set forth in this Paragraph. This amount  
7 represents the total principal due. The check or warrant shall include statutory interest  
8 on the total principal due (as stated in this paragraph) from July 6, 2009 until paid. The  
9 warrant shall be made payable to [Zeitlin & Zeitlin, P.C.?] and delivered to counsel for  
10 Beneficiaries.

11           12. Defendant shall execute and provide to counsel for the Plaintiff for  
12 filing a Receipt and Satisfaction of Judgment with the Court immediately upon receipt  
13 of payment of the Judgment. Upon filing the Receipt and Satisfaction of Judgment, the  
14 Court shall enter its Final Order in Condemnation vesting in Plaintiff a fee simple  
15 absolute interest in the subject Property described in **Exhibit "A"** to the Complaint in  
16 Condemnation (Eminent Domain).

17           13. Upon entry by the Court of its Final Order in Condemnation, all  
18 interests and claims of all Defendants in or relating to the subject property shall be fully  
19 terminated, and title to and possession of the subject Property shall not be subject to or  
20 encumbered by any existing or future rights, liens, claims or other encumbrances,  
21 including, but not limited to, taxes, and assessments upon or against the subject property  
22 while owned or possessed by Defendants or by any persons, firms or corporations  
23 claiming any interest in the subject property under or by virtue of said Defendants.

24           14. No other person, firm or corporation has any right, title or interest  
25 in and to the subject property, or any part thereof, and any person, firm or corporation

1 claiming any interest in or to the subject Property, or any part thereof, subsequent to the  
2 recording of the Notice of Lis Pendens in this matter, in the Maricopa County  
3 Recorder's Office as Doc. No. 2009-0477031 on May 27, 2009, is hereby adjudged and  
4 decreed to be without any right, title or interest in or to the subject Property or any part  
5 thereof.

6 15. Each party shall bear their own attorneys' fees, costs and expenses.

7 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

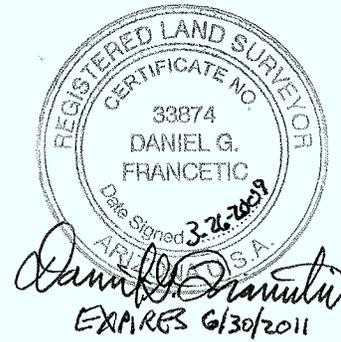
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10 \_\_\_\_\_  
11 HON. JEANNE GARCIA  
12 JUDGE OF THE SUPERIOR COURT  
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EXHIBIT A

[Legal description and map of Acquisition Property]

See following pages.

LEGAL DESCRIPTION  
FOR  
PARTIAL ACQUISITION  
PARCEL NO. 500-50-063  
ELM LANE IMPROVEMENTS



That portion of a parcel of land as described as Parcel No. 4 in Document # 2009-0057052, records of MARICOPA COUNTY, ARIZONA located in the SOUTHWEST QUARTER of SECTION 15, 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 the SOUTH QUARTER CORNER of SECTION 15, being monumented with a Brass Cap in Hand Hole, from which the SOUTHWEST CORNER of SECTION 15 bears North 89 degrees 48 minutes 22 seconds West a distance of 2629.14 feet, said line being the South line of the Southwest Quarter of said Section 15 and the basis of bearing for this description;

Thence North 01 degree 22 minutes 21 seconds West a distance of 1451.53 feet to a Brass Cap in Hand Hole at the intersection of Whyman Avenue and Central Avenue;

Thence along the centerline of said Whyman Avenue, North 89 degrees 43 minutes 50 seconds West a distance of 493.26 feet to the West line of "Whyman Subdivision No. 2", as defined in Book 35 of Maps, Page 50 of the Maricopa County Recorder, said point being the POINT OF BEGINNING;

Thence along said West line, South 01 degree 21 minutes 55 seconds East a distance of 131.48 feet to a point on the South line of the Northeast Quarter of said Southwest Quarter of Section 15;

Thence along said South line, North 89 degrees 46 minutes 25 seconds West a distance of 316.67 feet to a point;

Thence North 01 degree 12 minutes 06 seconds West a distance of 219.22 feet to a point;

Thence South 89 degrees 44 minutes 08 seconds East a distance of 316.05 feet to a point on said West line of "Whyman Subdivision No. 2";

Thence along said West line, South 01 degree 21 minutes 55 seconds East a distance of 87.55 feet to the POINT OF BEGINNING.

Containing an area of 69,297 SQUARE FEET or 1.591 ACRES, more or less.

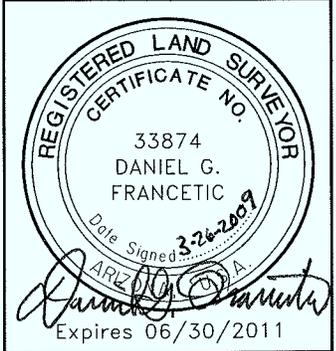
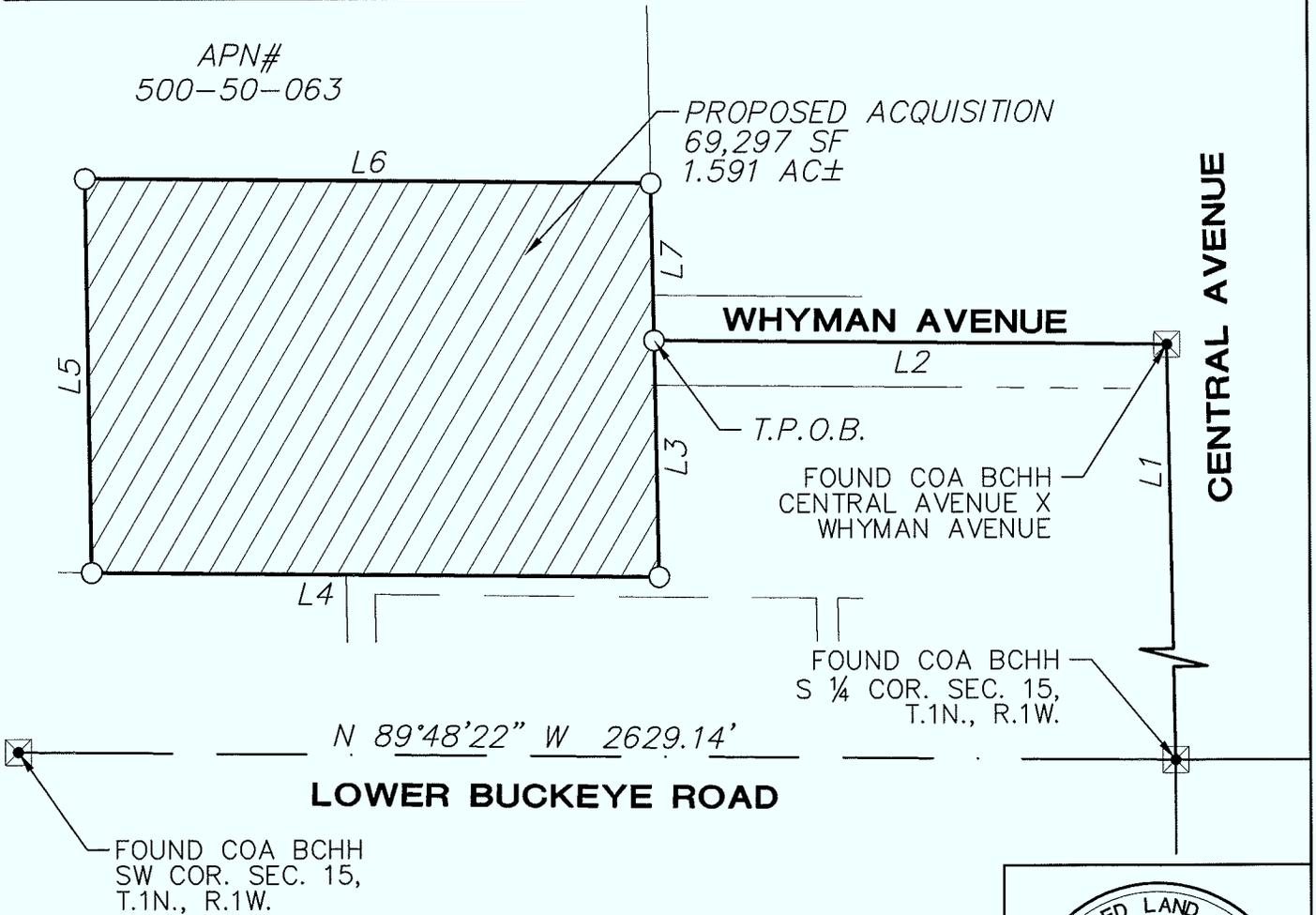
See Sheet 2

Note: The legal description above is based on recorded documents such as the subject parcel's deed, adjacent parcel deeds and/or plats. It is not based on a boundary survey of the subject parcel.

LINE	BEARING	DISTANCE
L1	N 01°22'21" W	1451.53'
L2	N 89°43'50" W	493.26'
L3	S 01°21'55" E	131.48'
L4	N 89°46'25" W	316.67'
L5	N 01°12'06" W	219.22'
L6	S 89°44'08" E	316.05'
L7	S 01°21'55" E	87.55'

PARCEL NO. 500-50-063  
CITY OF AVONDALE

APN#  
500-50-063



SCALE: N.T.S.

NOTE: THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS SUCH AS THE SUBJECT PARCEL'S DEED, AND ADJOINING DEEDS AND/OR PLATS. IT IS NOT BASED ON A BOUNDARY SURVEY OF THE SUBJECT PARCEL.

<b>CITY OF AVONDALE</b>	
STORM DRAIN BASIN	
SECTION 15, T.1N., R.1W.	
<b>PROPOSED ACQUISITION</b>	
DATE: 3/24/09	REV'D:
DRAWN BY:	CHK'D: DGF PG: 2 OF 2
FILE: 500-50-063.DWG	

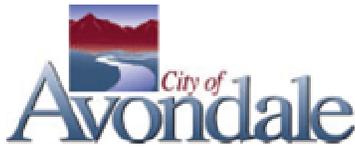
**LEGEND**

PROPOSED ACQUISITION

**BASIS OF BEARING**

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15 BEARING N 89°48'22" W

2255 N. 44th Street Suite 125  
Phoenix, AZ 85008.3279  
Tel 602.244.2566  
Fax 602.244.8947  
Website: www.Entellus.com



# CITY COUNCIL REPORT

**SUBJECT:**

Amendment to Land Lease Agreement with Maricopa County Community College District

**MEETING DATE:**

January 11, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the Amended and Restated Land Lease Agreement with the Maricopa County Community College District to allow for the construction of the Northwest Public Safety Facility and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In December 2007, the City of Avondale (Avondale) entered into an Intergovernmental Agreement (IGA) with the City of Litchfield Park (Litchfield) whereby Avondale would provide fire and emergency medical services to northern Avondale and Litchfield Park from a new fire station (Station 174). Fire Station 174 will be located on the campus of Estrella Mountain Community College (EMCC) (see attached vicinity map). The facility will also include a substation for the Avondale Police Department, two (2) EMCC classrooms and appropriate space to support the college campus security functions, per the Lease Agreement for Fire Station Site between the City of Avondale and Litchfield Park and Maricopa County Community College District.

Previous actions by the Council include the approval of the land lease agreement with Maricopa County Community College District on December 17, 2007, approval of the IGA with Litchfield Park on December 17, 2007, the award of the architectural design contract to DFDG on May 5, 2008; the award of the pre-construction services contract to FCI on June 16, 2008, and the award of the construction services contract to FCI on December 14, 2009.

**DISCUSSION:**

The original Lease Agreement included the City of Litchfield Park as a signatory however, due to budgetary constraints; the City of Litchfield Park has determined that it must withdraw from the lease. The City of Avondale and the District desire to continue with the lease and therefore, the lease has been amended and restated with the following major points:

- Removal of the City of Litchfield Park from the Lease Agreement
- Extending the lease period by 20 years, with a termination date of 2057
- The Public Safety Building shall include security improvements
- The District shall pay for all EMCC security improvements which are estimated at \$89,000. The District will also be responsible for any cost overruns associated with the design or construction of the security improvements.

**BUDGETARY IMPACT:**

The District will pay for all related campus security improvements which are estimated at \$89,000.

**RECOMMENDATION:**

Staff recommends that the City Council approve the Amended and Restated Land Lease Agreement with the Maricopa County Community College District to allow for the construction of the Northwest Public Safety Facility and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

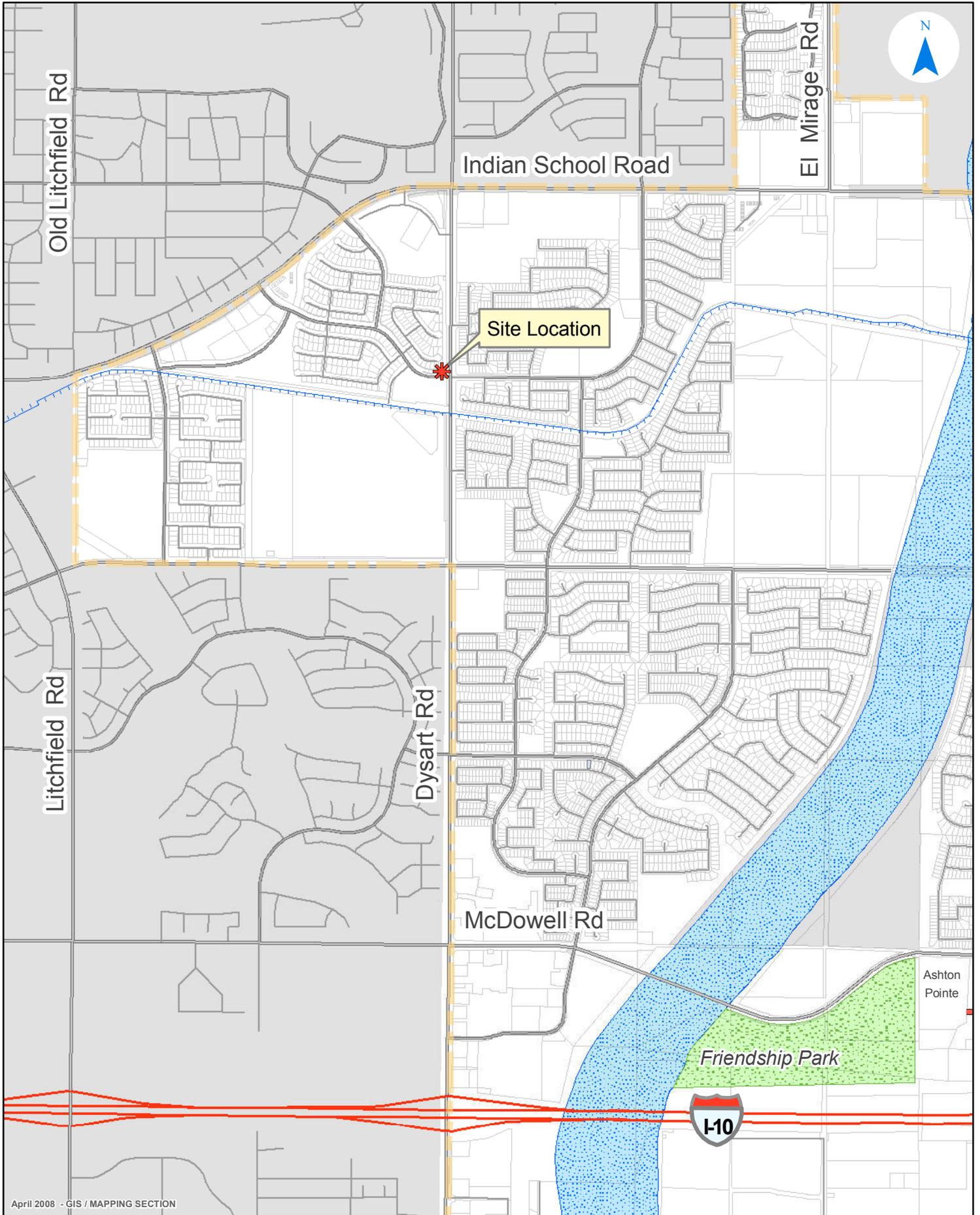
**ATTACHMENTS:**

Click to download

 [Vicinity Map](#)

 [Amended and Restated Land Lease Agreement](#)

# VICINITY MAP



April 2008 - GIS / MAPPING SECTION

## CITY OF AVONDALE Proposed Northwest Public Safety Facility

**FIRST AMENDED AND RESTATED  
LEASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

THIS FIRST AMENDED AND RESTATED LEASE AGREEMENT (this “Amended Lease”) is executed December 16, 2009, between the City of Avondale, an Arizona municipal corporation (“City”) and Maricopa County Community College District, a political subdivision of the State of Arizona (the “District”). The City and the District are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The District is the equitable owner of the Estrella Mountain Community College located at 3000 North Dysart Road, Avondale, Arizona (“EMCC”) and has authority to enter into this Amended Lease.

B. By that certain Lease Agreement dated January 1, 2008 (the “Original Lease”), the Parties and the City of Litchfield Park (“Litchfield Park”), an Arizona municipal corporation, provided for the lease of approximately 3.5 acres of real property at EMCC on which to construct a Public Safety building for Fire/Police facilities (the “Public Safety Building”), as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

C. Litchfield Park has determined that it must withdraw from the Original Lease.

D. The City and the District desire to continue the Original Lease in full force and effect as hereby amended and restated by this Amended Lease.

E. The District and the City have determined that the Public Safety Building shall include a secured parking area, including an access driveway, security gates and walls (the “Security Improvements”), which shall be constructed upon the Property along with the Public Safety Building.

F. To advance the design process and facilitate construction of the Public Safety Building, the District and the City wish to apportion the costs of design and construction of the Security Improvements between the City and the District.

G. The District and the City desire to amend the Original Lease to withdraw Litchfield Park and to continue the Original Lease on the terms and conditions specified below.

## 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 Parties hereby agree as follows:

1. Lease; Privileges; Restrictions.

a. Lease Privileges. The District hereby leases the Property to the City and grants to the City the right to construct and operate the Public Safety Building (with incidental classrooms and offices as approved by the District as set forth fully in Section 4 below) on the Property, including all reasonable ingress and egress to the Property, whether from public rights-of-way or from the adjacent EMCC property; provided, however, that the City agrees that the primary access to the Property for fire apparatus shall be directly from Dysart Road and that the adjacent EMCC property shall only be used for fire apparatus ingress and egress at such times when the primary Dysart Road access is unavailable.

b. Restrictions. The City shall not, without the written consent of the District, use the Property for any purpose other than those specified above and elsewhere in this Amended Lease.

2. Rent. The District hereby leases the Property to the City in exchange for the City paying to the District an annual rental of Ten Dollars (\$10.00) and providing the District with the use of the Classroom Space (as defined in subsection 4(a) below) in conjunction with the District's provision of justice studies and fire studies classes and the EMCC Public Safety Space (as defined in subsection 4(a) below), all at no cost to the District. The City agrees and understands that the reduced rent under this Amended Lease is contingent upon the City making the Classroom Space and the EMCC Public Safety Space available to the District for its use during the entire term of this Amended Lease. If the City substantially reduces the space available to the District, the District may require an increase in the rent charged.

3. Term; Termination.

a. Term. The original term of this Amended Lease shall be for a period of fifty (50) years commencing on January 1, 2008 and expiring on December 31, 2057, unless sooner terminated pursuant to Subsection 3(c) below.

b. Automatic Renewal. Following the original 50-year term of this Amended Lease, this Amended Lease shall automatically renew for successive twenty-five (25) year terms unless, not later than 180 days prior to the end of the then-current term, any Party terminates this Amended Lease as set forth in Subsection 3(c) below. The Parties agree the annual rental for any renewal period shall not exceed Ten Dollars (\$10.00), subject to the increased rental provisions set forth in Section 2 above.

c. Termination.

(1) Except as provided in Subsections 3(c)(2) and (3) below, this Amended Lease may be terminated early only upon the express written consent of the City and the District.

(2) This Amended Lease may be terminated by the District upon thirty (30) days written notice should the City discontinue use of the Property as a public safety (fire/police) safety building or other fire/police purpose for a period of not less than 365 consecutive days after the City takes occupancy thereof.

(3) This Amended Lease is subject to cancellation by either Party pursuant to the terms of ARIZ. REV. STAT. § 38-511.

(4) At the termination of this Amended Lease, title to the improvements upon the Property, including the Public Safety Building and the fixtures affixed thereto, but specifically not including any equipment located within or affixed to the Public Safety Building or furnishings owned by the City and located within the Public Safety Building, shall vest in the District, and the City agrees to execute all documents necessary to cause such title to be transferred to the District.

4. Development of the Property.

a. Building. The City shall be responsible for all land preparation, design and construction of the Public Safety Building. The City shall construct the Public Safety Building on the Property at its sole cost and expense except as set forth in sub-section 4(f), below. The Public Safety building shall contain, in addition to those facilities required by the City to function as a public safety building, approximately 1,100 square feet including two (2) classrooms, classroom storage space and a separate office to be used in connection with the classrooms (the "Classroom Space") and approximately 1,600 square feet of space for the EMCC Public Safety Department (the "EMCC Public Safety Space"). The classrooms in the Classroom Space shall be designed with separate entrances from those required to enter the City's areas or the EMCC public safety areas of the building and the separate entrances for the Classroom Space and the EMCC Public Safety Space shall be connected to the parking area adjacent to current EMCC buildings via a pedestrian walkway. The City shall own the Public Safety Building at all times during construction and following completion, subject to the surrender provisions set forth in subsection 3(c)(4) above.

b. EMCC Design Standards. The District's planning/design standards shall be incorporated into the design and plans for the Classroom Space and the EMCC Public Safety Space in the Public Safety Building to the extent reasonably possible. EMCC's Facility Planning Division shall be included in the review of the design and plans.

c. Design; Review. The City shall prepare the development plan for the Public Safety Building and shall be responsible for (1) selecting the design, engineering and construction firms as it deems necessary and (2) providing for the complete design and

construction of the Public Safety Building. The City shall provide the District the opportunity to (1) participate in the selection committee for the Public Safety building designers and builders and (2) comment on all items that affect the exterior design of the Public Safety Building or the interior configuration or design of the Classroom Space and the EMCC Public Safety Space, including all engineering studies, technical data and specifications related thereto. If the City receives no comments on construction drawings and specifications, including all modifications and changes thereto, within 15 days following delivery to the District, the District will be deemed to have approved the construction drawings and specifications, including all modifications and changes thereto, as applicable.

d. Equipment and Furnishings. The City shall be responsible for providing, at its sole cost and expense, all equipment and furnishings needed by the City for the Public Safety Building. The Parties agree and understand that the City will be installing, as a necessary component of the Public Safety Building, such communications equipment, including an antennae approved by the District in its reasonable discretion, as it deems necessary to provide line-of-sight communications to the City's other public safety facilities and the Avondale City Hall.

e. Landscaping. The City shall be responsible for the cost of all landscaping of the Property.

f. Security Improvements. The City shall incorporate design of the Security Improvements in any development plan for the Public Safety Building and shall construct same at the District's sole cost and expense, which shall include any cost overruns associated with design or construction of the Security Improvements. The District shall make payments to the City monthly in amounts equal to contractor's invoices for the construction of the Security Improvements. Such payments shall not exceed a total aggregate amount of \$89,000.00 as consideration for the design and construction of the Security Improvements.

5. Use of Improvements.

a. Classroom Use. In addition to the rental payment set forth in Section 2 above, the City hereby grants to the District, as further consideration for the lease of the Property to the City, the non-exclusive, priority right to utilize the classrooms within the Classroom Space and the exclusive right to use the non-classroom portions of the Classroom Space and the EMCC Public Safety Space. EMCC's use of the classrooms within the Classroom Space shall be limited to the instruction of courses related to Fire Science, Emergency Medical Technician Certification, Administration of Justice, Public Safety training or similar courses, unless otherwise approved in advance, in writing by the City. EMCC may also schedule the Classroom Space for general education courses that are (1) part of the public safety degree or certificate programs listed above and (2) approved in advance, in writing by the City. EMCC shall notify the City no later than thirty (30) days before the start of the Summer, Fall and Spring semesters (approximately December 15, May 15 and July 15 each year) of the EMCC's intended use of the classrooms within the Classroom Space during the next succeeding semester. The City shall have the right to use the classrooms within the Classroom Space at all other times. The District agrees that if the City desires to use a classroom during the time the classroom is scheduled to be used by EMCC, and the City gives EMCC at least twenty-four (24) hours notice of its desire to

use the classroom (or a portion thereof), EMCC shall provide an acceptable alternative classroom on the EMCC campus for the City's use, but only to the extent that an alternative classroom is available for use during the time requested.

b. Parking. Parking provided as part of the construction of the Public Safety Building shall be designed to meet mutual needs of the Parties, but shall be primarily designed for the City's vehicles, the City's employees' vehicles and EMCC Public Safety employees' vehicles. General student parking, except disabled students using disabled parking spaces, shall not be permitted in such parking area; provided, however, that the Public Safety Building shall be connected to the parking areas adjacent to the existing EMCC parking areas via pedestrian walkways.

c. District's Modifications. The District shall have the right to make minor modifications to the Classroom Space and the EMCC Public Safety Space with prior, written approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

6. District's and EMCC's Responsibility. Except as otherwise set forth herein, the District and EMCC shall be responsible for providing all equipment, furnishings, communication links, supplies and other materials or services required by EMCC to utilize the Classroom Space, classroom storage, separate office space and the EMCC Public Safety Space. This includes tables and chairs for the areas used by EMCC. Avondale shall include in the design of the building all conduits required for the District and EMCC to run communication links to Classroom Space and EMCC Public Safety Space as reasonably required by the District and EMCC; provided, however, that no such requirements shall exceed the standards for such conduits and communication links installed in the City' portion of the Public Safety Building.

7. Operation, Maintenance and Repairs.

a. Maintenance and Repairs. The City shall be solely responsible, at its cost, for all repairs and maintenance whatsoever of the Property and improvements thereon. The City shall be responsible for all routine and periodic cleaning for the Public Safety Building, including, but not limited to, the Classroom Space and the EMCC Public Safety Space.

b. Utilities. The Public Safety Building shall not be connected to the EMCC central plant. The City shall arrange for the Property to be separately metered by utility providers and shall pay for all utilities used at the Property, including any such charges attributable to the Classroom Space and the EMCC Public Safety Space.

8. Insurance; Indemnification.

a. Fire and Casualty. The City shall be responsible for providing insurance for fire and casualty coverage of all improvements and fixtures on the Property, in an amount not less than the full replacement value thereof.

b. General Liability. Each Party shall carry general liability insurance coverage for the Property in the amount of not less than \$1,000,000 combined single limit for bodily injury or death and property damage per occurrence.

c. Self-Insurance. Any Party may satisfy its obligation to provide insurance by providing the other party with certificate of self-insurance signed by the Party's Risk Manager or Chief Executive Officer.

d. Indemnity. Each Party, to the extent permitted by law, agrees to indemnify and hold harmless any other party and its elected or appointed officials, agents, boards, commissions and employees, for, from and against all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of the indemnifying party or its agents or employees in connection with the indemnifying party's use or operation of the Property and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property. The Party requesting indemnification shall give the other Party prompt notice of any claim made or suit instituted which may subject the indemnifying Party to liability under this subsection. The Party seeking indemnification shall have the right, but not the duty or obligation, to participate in the defense of any claim or litigation with attorneys of its selection without relieving the indemnifying Party of any obligations hereunder. The obligations hereunder shall survive any termination of this Amended Lease.

9. Miscellaneous.

a. Assignment and Subletting. The City shall not assign or sublease any of their interests under this Amended Lease without the express written consent of the District. However, nothing herein shall be construed to prohibit the City permitting citizens or groups using the classrooms in the Classroom Space when such classrooms are not otherwise being used by EMCC.

b. Successors and Assigns. This Amended Lease shall inure to the benefit of, and be binding upon, the parties' successors and assigns. The City's right to maintain and operate the Public Safety Building on the Property shall survive EMCC ceasing to function as an educational institute or the District's sale of the Property to a third-party.

c. Surrender of Possession. Upon expiration or termination of this Amended Lease, the City's right to occupy the Property and operate a Public Safety Building thereon shall cease, and the City shall surrender the Property and all improvements thereon, including the Public Safety Building, to the District. All fixtures, furniture, equipment and other personal property installed or placed by the City on the Property shall remain the property of the City, and the City shall have the right at any time during the term of this Amended Lease, and for an additional period of thirty (30) days after its expiration or termination, to remove the same from the Property.

d. Quiet Enjoyment. Except with respect to EMCC's right to utilize the Classroom Space and the EMCC Public Safety Space as provided herein, the City shall have and enjoy the exclusive use of the Property and all rights and privileges granted herein.

e. Notices. 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

(1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (3) given to a recognized and reputable overnight delivery service, to the address set forth below or (4) delivered by facsimile transmission to the number set forth below:

If to the Avondale: City of Avondale  
11465 West Civic Center Drive, Suite 220  
Avondale, Arizona 85323-6809  
Facsimile: 623-478-3802  
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.  
201 E. Washington, Suite 800  
Phoenix, Arizona 85004-2327  
Facsimile: 602-254-4878  
Attn: Andrew J. McGuire, Esq.

If to the District: Estrella Mountain Community College  
3000 North Dysart Road  
Avondale, Arizona 85392  
Facsimile: \_\_\_\_\_  
Attn: Dr. Ernie Lara

With a copy to: Office of General Counsel  
Maricopa County Community College District  
2411 W. 14th Street  
Tempe, Arizona 85281  
Facsimile: 480-731-8890  
Attn: Margaret E. McConnell, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (4) 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.

f. Governing Law; Venue. This Amended Lease shall be governed by the laws of the State of Arizona. Any action brought to enforce any provision of this Amended Lease shall be in the Superior Court of Arizona, in and for Maricopa County.

g. Attorneys' Fees. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

h. Severability. Should any provision of this Amended Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

i. Entire Agreement. This Amended Lease constitutes the entire agreement between the Parties concerning the lease of the Property and supersedes all prior negotiations, understandings and agreements between the Parties. This Amended Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against any Party, regardless of which party may have drafted any of its provisions. All Parties have been represented by legal counsel in negotiating and preparing this Amended Lease.

j. Amendments. This Amended Lease may be amended only by an instrument in writing signed by the Parties.

k. Waiver. The waiver of any breach of this Amended Lease shall not be deemed to amend this Amended Lease and shall not constitute a waiver of any other subsequent breach.

l. Headings. Headings of this Amended Lease are for convenience only and shall not affect the interpretation of this Amended Lease.

m. Counterparts. This Amended Lease may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

n. Time of Essence. Time is of the essence with respect to the performance of each and every term, condition, and obligation of this Amended Lease.

o. Further Acts. Each of the Parties hereto 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 Amended Lease.

p. 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.

q. No Further Obligation. The City and District acknowledge and agree that the City of Litchfield Park shall have no further obligations under the Original Lease.

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

**“Avondale”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

AGREED TO AND ACCEPTED:

**“Litchfield Park”**

CITY OF LITCHFIELD PARK, an Arizona  
municipal corporation

\_\_\_\_\_  
Darryl H. Crossman, City Manager

ATTEST:

\_\_\_\_\_  
Mary Rose Evans, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall & Schawb, P.L.C.  
City Attorneys  
By: Susan D. Goodwin

**“District”**

MARICOPA COUNTY COMMUNITY  
COLLEGE DISTRICT, a political  
subdivision of the State of Arizona

\_\_\_\_\_  
Margaret E. McConnell  
Assistant General Counsel

APPROVED AS TO FORM:

\_\_\_\_\_  
Pete Kushibab, General Counsel

**EXHIBIT A  
TO  
FIRST AMENDED AND RESTATED  
LEASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

[Legal Description and Map of the Property]

See following pages.

## EXHIBIT "A"

### DESCRIPTION AVONDALE NW PUBLIC SAFETY FACILITY PARCEL BOUNDARY

A Parcel of land situated in a portion of the Southeast Quarter of Section 27, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

**COMMENCING** at the Southeast corner of said Section 27, monumented by a Brass Cap in Handhole bearing South 00 degrees 12 minutes 53 seconds West, a distance of 2640.74 feet from the East Quarter corner of said Section 27, monumented by a Brass Cap in Handhole;

THENCE North 00 degrees 12 minutes 53 seconds East, along the East line of said Section 27, a distance of 1335.71 feet;

THENCE departing said East line, North 89 degrees 47 minutes 07 seconds West, a distance of 226.44 feet to the **POINT OF BEGINNING**;

THENCE North 89 degrees 47 minutes 56 seconds West, a distance of 660.09 feet;

THENCE North 00 degrees 00 minutes 06 seconds East, a distance of 61.06 feet;

THENCE North 45 degrees 12 minutes 56 seconds East, a distance of 478.89 feet;

THENCE South 44 degrees 47 minutes 04 seconds East, a distance of 333.45 feet to the beginning of a tangent curve, concave Northerly with a radial bearing of North 45 degrees 12 minutes 56 seconds East, having a radius of 30.00 feet;

THENCE Easterly a distance of 47.11 feet along said curve through a central angle of 89 degrees 58 minutes 45 seconds to a point of non-tangency;

THENCE South 44 degrees 48 minutes 37 seconds East, a distance of 24.00 feet to the beginning of a non-tangent curve, concave Easterly with a radial bearing of South 44 degrees 45 minutes 32 seconds East, having a radius of 30.00 feet;

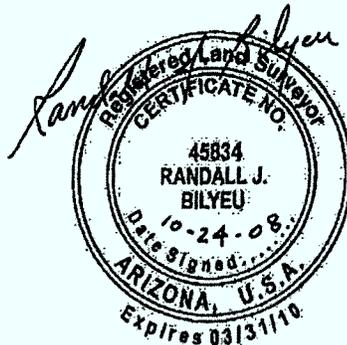
THENCE Southerly a distance of 47.14 feet along said curve through a central angle of 90 degrees 01 minutes 38 seconds to the beginning of a tangent reverse curve, concave Southwesterly with a radial bearing of South 45 degrees 12 minutes 49 seconds West, having a radius of 90.50 feet;

THENCE Southerly a distance of 71.06 feet along said curve through a central angle of 44 degrees 59 minutes 15 seconds to a point of tangency;

**EXHIBIT "A"**

THENCE South 00 degrees 12 minutes 04 seconds West, a distance of 40.35 feet to the **POINT OF BEGINNING**.

Containing a computed area of 155,707 square feet or 3.5745 acres more or less. The attached Exhibit "A" is to be included and made part of this description.



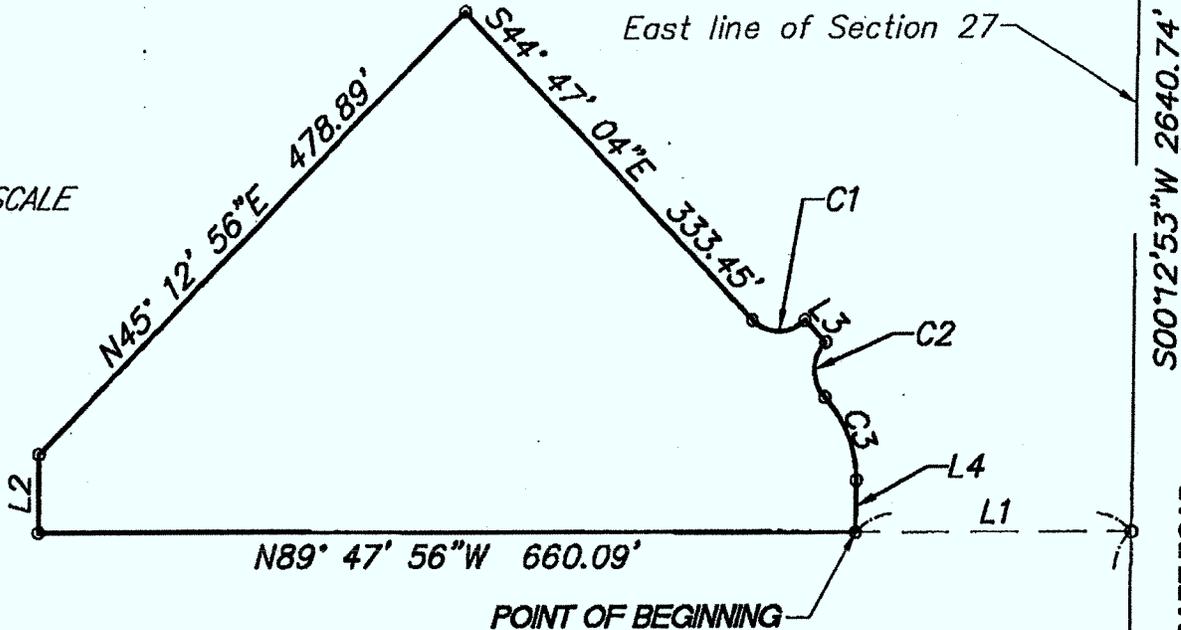
FILE:V:\JOBS\2008\10-0826\DWGS\ACAD\EXHIBIT\0826BDY-EXH.dwg DATE:Oct. 24 2008 TIME: 07:48 am

**EXHIBIT "A"**

East Quarter corner of Section 27  
Township 2 North, Range 1 West  
Found Brass Cap in Handhole



NOT TO SCALE



POINT OF BEGINNING

MARICOPA COUNTY COMMUNITY  
COLLEGE DISTRICT  
A.P.N. 501-71-936

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°47'07"W	226.44'
L2	N0°00'06"E	61.06'
L3	S44°48'37"E	24.00'
L4	S0°12'04"W	40.35'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	47.11'	30.00'	89°58'45"
C2	47.14'	30.00'	90°01'38"
C3	71.06'	90.50'	44°59'15"

Southeast corner of Section 27  
Township 2 North, Range 1 West  
Found Brass Cap in Handhole.  
POINT OF COMMENCEMENT.

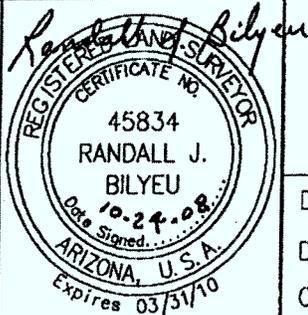
THOMAS ROAD

S00°12'53"W 2640.74'

DYSART ROAD

N0°12'53"E 1335.71'

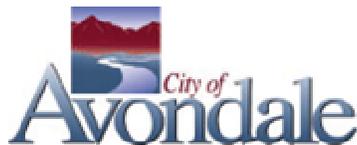
BASIS OF BEARINGS



**EXHIBIT "A"**  
**AVONDALE NW PUBLIC SAFETY  
FACILITY PARCEL BOUNDARY**

DATE: OCTOBER 2008	PROJECT NUMBER
DRN. GDS	---
CHK: RJB	PAGE
	3 OF 3

DIBBLE ENGINEERING  
PROJECT NO. 10-0826



# CITY COUNCIL REPORT

**SUBJECT:**

Amendment No. 2 to the Professional Services Agreement – Dick & Fritsche Design Group for the Northwest Public Safety Facility

**MEETING DATE:**

January 11, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve Amendment 2 to the Professional Services Agreement (PSA) with Dick & Fritsche Design Group (DFDG) to reduce the design services for the Northwest Public Safety Facility for a revised total project cost of \$574,205 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

In December 2007, the City of Avondale (Avondale) entered into an Intergovernmental Agreement (IGA) with the City of Litchfield Park (Litchfield) whereby Avondale would provide fire and emergency medical services to northern Avondale and Litchfield Park from a new fire station (Station 174). Fire Station 174 will be located on the campus of Estrella Mountain Community College (EMCC) (see attached vicinity map). The facility will also include a substation for the Avondale Police Department, two (2) EMCC classrooms and appropriate space to support the college campus security functions, per the Lease Agreement for Fire Station Site between the City of Avondale and Litchfield Park and Maricopa County Community College District.

Previous actions by the Council include the approval of the land lease agreement with Maricopa County Community College District on December 17, 2007, approval of the IGA with Litchfield Park on December 17, 2007, the award of the architectural design contract to DFDG on May 5, 2008; the award of the pre-construction services contract to FCI on June 16, 2008, and the award of the construction services contract to FCI on December 14, 2009.

**DISCUSSION:**

On December 14, 2009 Council approved FCI's Guaranteed Maximum Price (GMP) in the amount of \$2,520,135 which meets the City's revised budget of \$3,800,000. The project's budget was reduced due to Litchfield Park's inability to partner with the City at this time. The police substation and EMCC classrooms will be finished at this time. This project will provide Fire Station 174 a finished structural shell. The interior of the fire station and ambulance area will be completed at a later date when funding becomes available. Site improvements will include parking, landscaping, decorative walls in and around the site and other improvements.

In order to make budget, staff approached the contract negotiations from three (3) directions. First, staff requested that FCI reduce their overall profit margin which was accomplished through the approved GMP. Second, staff requested that EMCC provide funding for the project. EMCC agreed to contribute up to \$89,000 which will pay for EMCC's security improvements. An amendment to the original lease agreement with EMCC is also being presented to Council for consideration and will

formalize EMCC's contribution to the project. Thirdly, staff reduced post construction services from the City's design group DFDG and deleted unnecessary design services. The following is a breakdown:

Original Contract Amount	\$710,027.00
Revise Contract - Modify Fire Station 174 to a Finished Structural Shell	\$35,042.00
Revise Contract - Delete Cost Consulting	(\$28,740.00)
Revise Contract - Delete LEED Certification	(\$87,676.00)
Revise Contract - Reduce Civil Engineer Allowance	(\$25,725.00)
Revise Contract - Reduce Construction Phase Fee	(\$28,723.00)
<b>REVISED TOTAL CONTRACT AMOUNT</b>	<b>\$574,205.00</b>

#### **BUDGETARY IMPACT:**

The savings from the design contract will be utilized for the construction of the proposed Northwest Public Safety Facility.

#### **RECOMMENDATION:**

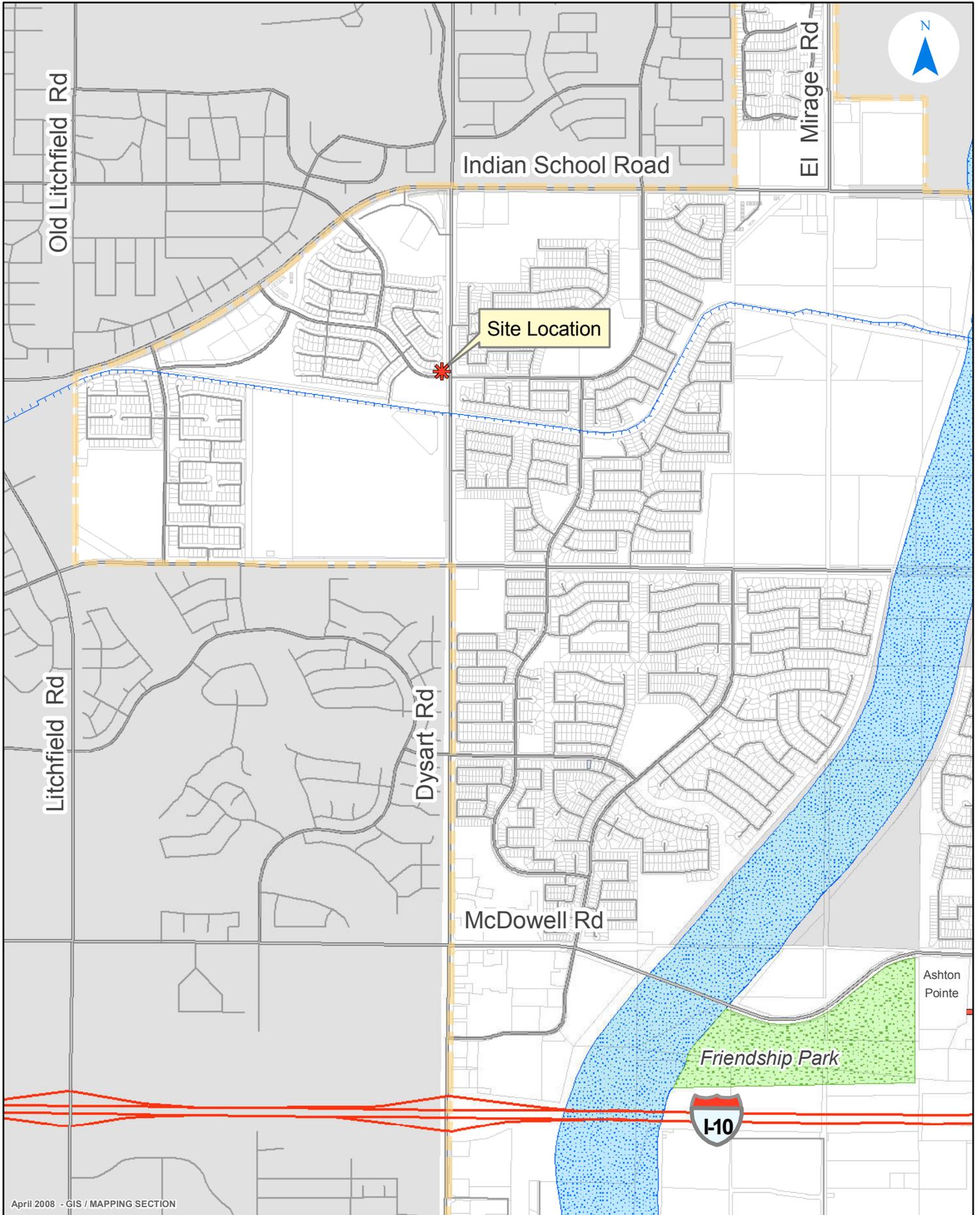
Staff recommends that the City Council approve Amendment 2 to the PSA with Dick & Fritsche Design Group (DFDG) to reduce the design services for the Northwest Public Safety Facility for a revised total project cost of \$574,205 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

#### **ATTACHMENTS:**

Click to download

- [📄 Vicinity Map](#)
- [📄 Amendment 2](#)

# VICINITY MAP



April 2008 - GIS / MAPPING SECTION

## CITY OF AVONDALE Proposed Northwest Public Safety Facility

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DICK & FRITSCHÉ DESIGN GROUP, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of December 29, 2009, between the City of Avondale, an Arizona municipal corporation (the "City") and Dick & Fritsche Design Group, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated May 5, 2008, as amended by that certain First Amendment dated October 7, 2009, for professional consulting and design services related to the City's new Northwest Public Safety Facility to be located on the west side of Dysart Road, north of Thomas Road and south of the Roosevelt Irrigation District Canal, on the campus of the Estrella Mountain Community College (collectively, the "Agreement").

B. The City and the Consultant have determined that it is necessary to amend the Agreement to (i) revise the services required under the Scope of Work of the Agreement due to a reduced project scope and budget (the "Revised Services") and (ii) modify the fees authorized under the Agreement resulting from the Revised Services.

AGREEMENT

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

1. Scope of Work. The Consultant shall provide the Revised Services as set forth in the Amended Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. Compensation due to the Consultant under the Agreement was authorized in the amount of \$710,027.00, plus reimbursable expenses of up to \$30,000.00, for a total contract price not to exceed \$740,027.00 (the "Original Approval Amount"). The City and the Consultant agree that due to project savings related to deductions from the Scope of Work, the Original Approval Amount is reduced by \$165,822.00 for fees related to the Revised Services as more specifically set forth in the Amended Scope of Work, attached hereto as Exhibit 1.

3. 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.

4. 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.

5. 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”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

**“Consultant”**

DICK & FRITSCHER DESIGN GROUP, INC.,  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT 1  
TO  
SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DICK & FRITSCHÉ DESIGN GROUP, INC.

[Amended Scope of Work]

See following pages.

December 10, 2009



Charles Andrews  
Engineering Project Manager  
CITY OF AVONDALE  
11465 W. Civic Center Drive  
Avondale, AZ 85323

Re: Northwest Public Safety Facilities  
Contract Amendment #2

CHARLES: This letter will summarize the recent modifications the City has requested in our scope of services and fees. These modifications should be formally reflected in a Contract Amendment.

Original Contract amount:	\$710,027.00
Net Add Service per Contract Amendment #1:	\$35,042.00
Less credit to delete cost consulting:	-\$28,740.00
Less credit to delete LEED certification:	-\$87,676.00
Less credit to reduce civil engineer allowance:	-\$25,725.00
Less construction phase fee reduction:	<u>-\$28,723.00</u>
Revised total Contract amount:	\$574,205.00

Architecture

Planning

Interiors

If you are in agreement with this summary, please forward to the appropriate City personnel to prepare the Contract Amendment #2. Thank you for your cooperation.

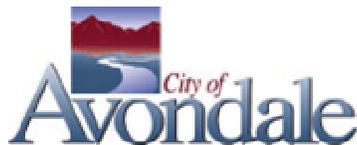
Sincerely,

A handwritten signature in blue ink, appearing to read 'John W. Dick', is written over a light blue rectangular background.

John W. Dick, AIA  
Principal

DICK & FRITSCHE DESIGN GROUP

Telephone 602.954.9060 • Facsimile 602.954.6954 • www.dfdg.com  
4545 East McKinley Street, Phoenix AZ 85008



# CITY COUNCIL REPORT

**SUBJECT:**

Professional Service Agreement - Teen Outreach  
Pregnancy Services for Family Education and  
Resource Coordination

**MEETING DATE:**

January 11, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Professional Service Agreement with Teen Outreach Pregnancy Services (TOPS) in the amount of \$75,000 to provide parent education training and family resource coordination in Gila Bend with funding provided by the Arizona Early Childhood Development and Health Board (known as First Things First).

**BACKGROUND:**

The Arizona Early Childhood Development and Health Board, known as First Things First, is a State agency established by a voter initiative to support a voluntary system of early care and education. The objective is to provide an array of programs for families with children from birth to age five. The Southwest Maricopa Regional Partnership Council (Regional Council) represents Avondale and surrounding communities and is charged with making funding and strategy recommendations to the First Things First Board.

At the request of the Regional Council, First Things First offered the opportunity for the Neighborhood and Family Services Department to receive a noncompetitive grant to expand services for young children and their families at the Care 1st Avondale Resource and Housing Center. This grant addresses the Regional Council's goal to expand and enhance family resource centers to offer comprehensive services including parenting education, early literacy development, social support opportunities and access to community resources.

The scope of work for the grant was negotiated to address the priority areas of the Regional Council and to enhance services provided out of the Care 1st Center. These include three areas of service provision: parenting education, early literacy services, and emergency food boxes for families with young children. The services will be provided to residents of Southwest Maricopa County. Funding for the proposed agreement was included as a portion of the negotiated intergovernmental agreement with First Things First and is meant to provide parent education training and family resource coordination services in Gila Bend.

**DISCUSSION:**

The services provided through the proposed agreement will serve families with children aged birth to five years and will target pregnant and parenting teens. It is expected that the services be comprehensive and use a family-centered, strengths-based approach. The program will provide services to a minimum of 40 families that include parent education, case management and resource and referral to outside social services.

The City of Avondale issued a request for proposals on November 6, 2009 seeking qualified vendors

and received two proposals. The selection committee recommended awarding the contract to Teen Outreach Pregnancy Services (TOPS). If approved, program implementation will begin upon execution of this agreement and will conclude June 30, 2010. The agreement may be renewed for up to four additional one year terms if deemed in the best interest of the City and subject to the availability of funding.

**BUDGETARY IMPACT:**

This project is funded by a First Things First grant. No City funds are required.

**RECOMMENDATION:**

Staff recommends that the City Council approve a Professional Service Agreement with Teen Outreach Pregnancy Services (TOPS) in the amount of \$75,000 to provide parent education training and family resource coordination in Gila Bend with funding provided by the Arizona Early Childhood Development and Health Board (known as First Things First).

**ATTACHMENTS:**

Click to download

[First Things First resolution and IGA](#)

[PSA - Teen Outreach Pregnancy Services](#)

**RESOLUTION NO. 2845-709**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO ENHANCEMENT OF SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

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

SECTION 1. That the intergovernmental agreement with the First Things First Southwest Maricopa Regional Partnership Council relating to enhancement of services at the City of Avondale Family Resource Center (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the 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, July 20, 2009.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2845-709

[Intergovernmental Agreement]

See following pages.

**GRANT AGREEMENT  
GRA-RC007-10-0008-01  
BETWEEN THE  
ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD  
a/k/a/  
FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL  
AND  
THE CITY OF AVONDALE**

THIS GRANT AGREEMENT (this "Agreement") is entered into by and between the Arizona Early Childhood Development and Health Board (the "Board") a/k/a/ First Things First Southwest Maricopa Regional Partnership Council, an Arizona governmental agency (hereinafter, collectively, "FTF" or "GRANTOR"), and the City of Avondale, an Arizona municipal corporation ("Avondale" or "GRANTEE") (FTF and GRANTEE are referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, ARIZ. REV. STAT. § 8-1192(A)(3) charges the Board and FTF with the responsibility of administering funds.

WHEREAS, Avondale established a resource center to provide convenient and comprehensive human and housing services to residents of the southwestern valley region in the building that formerly housed the Old Town Library, located at 328 West Western Avenue, Avondale, Arizona (the "Family Resource Center").

WHEREAS, Avondale entered into that certain Financial Assistance Agreement, dated November 3, 2008, with Care 1st Health Plan Arizona, Inc., an Arizona corporation ("Care 1st"), by which Care 1st provided Avondale with funding for the improvement, operation and maintenance of the Family Resource Center.

WHEREAS, the Parties desire to expand, enhance or supplement the services already provided at the Family Resource Center by also offering early childhood and family development services (the "Development Services").

WHEREAS, the Parties desire to engage the services of a qualified vendor for the provision of Development Services to the Town of Gila Bend ("Gila Bend").

WHEREAS, the Parties desire to enter into this Agreement to cooperatively provide the Development Services at the Family Resource Center and to arrange for the provision of same to Gila Bend.

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 OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering FTF grant funds.

II. **TERM OF AGREEMENT**

This Agreement shall become effective on July 20, 2009 and shall terminate on June 30, 2010.

III. **DESCRIPTION OF SERVICES**

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

A. Avondale Family Resource Center

1. Enhance the Family Resource Center by providing families with access to the information and support necessary to strengthen family and community life, enhance the healthy growth and development of children through parenting education, early literacy development, social support opportunities and access to additional community resources
2. The GRANTEE shall adhere to all requirements as set forth in any of Attachments A-H and Exhibits A-G, attached hereto and incorporated herein by reference.
3. Develop a plan for compliance with the terms of this Agreement and adherence to First Things First standards as set forth herein (the "Implementation Plan"). The Implementation Plan is attached hereto as Attachment C.
4. Provide parenting education to families with children aged birth to five, targeting pregnant or parenting teens, early language and literacy, as well as community food assistance as part of the Development Services offered under the terms of this Agreement at the Family Resource Center. All Development Services must comply with the Scope of Work and Standards of Practice as detailed in Exhibits A and Exhibit B, each of which is attached hereto.
5. Family Resource Center staff shall be provided with and will be required to utilize The Arizona Parents Kit, as set forth more particularly in Exhibit E, attached hereto, while assisting families with young children.
6. Offer southwest valley families access to information and resources through the further development or expansion, if any, of the Family Resource Center as well as provide linkages and referrals to other community and social services that meet the needs of the families.

7. Ensure that the Family Resource Center reflect the social and cultural characteristics of the community as well as the age and needs of the participants. GRANTEE shall include the requirements of this subsection in its Implementation Plan.
8. Develop plans for recruitment and outreach to families and the community as well as plans to encourage family and community involvement in continuous ongoing program development, which should be included in the Implementation Plan.
9. The GRANTEE must submit the Grant Management Forms provided by FTF (Attachments A-G) and return prior to July 31, 2009.
10. The GRANTEE must develop a plan for evaluation to demonstrate program effectiveness and impact, which plan shall be included in the Implementation Plan. Programs must plan for a pre/post survey of parents to show changes in parental knowledge and skills and parent satisfaction as well as developing data collection and reporting to track family utilization of the Family Resource Center who have children ages birth through five. In addition, the GRANTEE must complete Evaluation/Performance Measure requirements as detailed in Exhibit F attached hereto.
11. Attend meetings and work groups in the region being served to identify, develop, and implement mechanisms around coordination and collaboration. Participate in cross regional and statewide work that may include additional work groups and meetings. At a minimum monthly meetings within the regional area, four cross regional meeting/work groups held in various location and one statewide meeting will be scheduled.
12. Share data with FTF that will be used for cross regional analysis

B. Gila Bend Development Services

1. Contract with a qualified vendor (the "Gila Bend Contractor") for a total aggregate amount not to exceed \$75,000.00 from proceeds received by GRANTEE under the terms of this Agreement to provide family education services to the Town of Gila Bend for the delivery of services to include:
  1. Parenting Skills
  2. Resource Coordination
2. Ensure by way of separate agreement, as described above, that the Gila Bend Contractor shall provide parenting education to families with children aged birth to five, targeting pregnant or parenting teens, early language and literacy, as well as community food assistance as part of the Development Services offered under the terms of this Agreement to Gila Bend Resource Center utilizing the FTF Standards of Practice attached hereto as Exhibit B.

3. Offer all families access to information and resources as part of the Development Services, as well as provide linkages and referrals to other community and social services that meet the needs of the families.
4. Ensure that the Development Services provided to Gila Bend reflect the social and cultural characteristics of the community as well as the age and needs of the participants.
5. The GRANTEE must develop a plan for evaluation to demonstrate program effectiveness and impact, which plan shall be included as part of the Implementation Plan. Programs must plan for a pre/post survey of parents to show changes in parental knowledge and skills and parent satisfaction as well as developing data collection and reporting to track family utilization of the Development Services who have children ages birth through five. In addition, the GRANTEE shall ensure that the Gila Bend Contractor shall complete Evaluation/Performance Measure requirements as detailed in Exhibit F attached hereto.

**IV. MANNER OF FINANCING**

The GRANTOR shall:

- A. Provide up to \$284,702 to GRANTEE for services provided under Section III.
- B. Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.
- C. Provide GRANTEE with all such Arizona Parent Kits as GRANTEE may require under the terms of 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 GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

**VI. RECORDS AND AUDITS**

- A. All books, accounts, reports, files and other records of any Party relating to this Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other Party until five years after the State has repaid all monies in full.

Such records shall be available for inspection upon five business days' notice at the offices of FTF.

- B. 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), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than \$500,000 from federal awards. *If the GRANTEE has expended more than \$500,000 in federal dollars, a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days.*

#### **VII. DEBARMENT AND SUSPENSION REGULATIONS**

The GRANTEE agrees to comply with federal debarment and suspension regulations as set forth in Title 45 CFR, Part 74.

#### **VIII. FUNDS MANAGEMENT**

- A. The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.
- B. The GRANTEE must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:
- Financial Management
  - Procurement
  - Personnel
  - Property
  - Travel
- C. 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. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy ([www.gao.state.az.us/travel/](http://www.gao.state.az.us/travel/)).

#### **IX. REPORTING REQUIREMENTS**

Regular reports by the GRANTEE shall include:

- A. Programmatic and Evaluation Reports. The GRANTEE shall provide quarterly program activity reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. The report shall contain such information as deemed necessary by the GRANTOR. Quarterly reports are due:

1. Period: July 20, 2009 – September 30, 2009  
Due: October 20, 2009
2. Period: October 1, 2009 – December 31, 2009  
Due: January 20, 2010
3. January 1, 2009 – March 31, 2009  
Due: April 20, 2010
4. April 1, 2010 – June 30, 2010  
Due: July 20, 2010
5. The final programmatic report as submitted shall be marked FINAL

B. Financial Reimbursement. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted with the Reimbursement Cover Sheet template provided by the GRANTOR. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than thirty (30) days after the end of the Agreement. Requests for reimbursement received later than the thirty (30) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

C. All reports shall be submitted to the contact person designated in Section XLI, NOTICES, of this Agreement.

**X. ASSIGNMENT AND DELEGATION**

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

**XI. AMENDMENTS**

A. 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 written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

B. Any such amendment shall: (1) specify an effective date; (2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; (3) be titled as an "Amendment"; and (4) be signed by the parties identified in the preceding sentence. The GRANTEE 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.

**XII. SUBCONTRACTORS**

A. The GRANTEE 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.

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

**XIII. 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.

**XIV. E-VERIFY REQUIREMENTS**

To the extent applicable under ARIZ. REV. STAT. § 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

**XV. SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation 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 any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

**XVI. AGREEMENT RENEWAL**

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

**XVII. RIGHT TO ASSURANCE**

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand (which shall be

not less than ten days) may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

**XVIII. CANCELLATION FOR CONFLICT OF INTEREST**

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to ARIZ. REV. STAT. § 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 immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

**XIX. THIRD PARTY ANTITRUST VIOLATIONS**

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

**XX. AVAILABILITY OF FUNDS**

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

**XXI. FORCE MAJEURE**

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

**XXII. ARBITRATION**

This agreement is subject to arbitration to the extent required by ARIZ. REV. STAT. § 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. 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 any Attachments and Exhibits incorporated herein by reference 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 Section XI of this Agreement. 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 GRANTEE 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, Local or Federal government.

**XXVI. LICENSING**

The GRANTEE, 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 GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with ARIZ. REV. STAT. Title 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 and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

**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 GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

- A. The GRANTOR reserves the right to review and approve any publications and/or media funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.
- B. The GRANTEE agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with FTF funds shall follow the Style Guide, attached hereto as Exhibit G and incorporated herein by reference.
- C. The GRANTEE also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the GRANTOR to be placed on file and distributed as appropriate to other potential Grantees or interested parties. The GRANTOR may waive the requirement for submission of any specific publication upon submission of a request providing justification from the GRANTEE.
- D. GRANTOR and GRANTEE recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the GRANTEE 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 GRANTOR. 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 GRANTEE.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

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

**XXXIII. INDEMNIFICATION**

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

**XXXIV. CONFIDENTIALITY OF RECORDS**

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

**XXXV. EARLY TERMINATION**

- A. Each Party reserves the right to terminate the Agreement, in whole or in part, for cause. The terminating Party shall provide written notice of such termination for cause to the other Party in accordance with the provisions of Section XLI, below.
- B. Either Party may terminate this Agreement for convenience upon 45 days' written notice to the other Party at the addresses indicated below, and, upon such termination, all personal property, assets, equipment and supplies used by the Parties in performance of their responsibilities shall remain with or be returned to the owner of such property.

**XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The GRANTEE and GRANTOR shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice as set forth above.

**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 GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

**XL. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS**

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: (A) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all

federal immigration laws and regulations; (B) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; (C) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and (D) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

**XLI. NOTICES**

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

If to GRANTOR: Arizona Early Childhood Development and Health Board  
4000 North Central, Suite 800  
Phoenix, Arizona 85012  
Attn: Southwest Maricopa Regional Partnership Council

If to GRANTOR to request reimbursement: Arizona Early Childhood Development and Health Board  
4000 North Central, Suite 800  
Phoenix, Arizona 85012  
Attn: Finance Division Southwest Maricopa Regional Partnership Council

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

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

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

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

"GRANTEE"

CITY OF AVONDALE, an Arizona  
municipal corporation

"GRANTOR"

ARIZONA EARLY CHILDHOOD DEVELOPMENT AND  
HEALTH BOARD a/k/a FIRST THINGS FIRST  
SOUTHWEST MARICOPA REGIONAL PARTNERSHIP  
COUNCIL, an Arizona governmental entity

\_\_\_\_\_  
Charles P. McClendon, City Manager

\_\_\_\_\_  
J. Elliott Hibbs, Director

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

# Attachment A

## FIRST THINGS FIRST STANDARD DATA COLLECTION FORM

### **A. Agency Information:**

Program Name (if applicable) City of Avondale

Agency City of Avondale Contact Person Chris Lopez

Address 11465 W. Civic Center Drive Position Youth Development Coordinator

Address \_\_\_\_\_ Email clopez@avondale.org

City, State, Zip Avondale, AZ 85323 Phone 623-333-2719 x \_\_\_\_\_ Fax 623-333-0270

County Maricopa Employer Identification Number: 86-6000233

Agency Classification: \_\_\_\_\_ State Agency \_\_\_\_\_ County Government  Local Government \_\_\_\_\_ Schools \_\_\_\_\_ Tribal  
\_\_\_\_\_ Faith Based \_\_\_\_\_ Other

Have you previously conducted business with First Things First using this EIN: **Y** **N?** No

If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application.

[http://www.gao.state.az.us/Vendor/forms/new/stateofaz\\_subw-9\\_042008.pdf](http://www.gao.state.az.us/Vendor/forms/new/stateofaz_subw-9_042008.pdf)

In which Congressional (Federal) District is your agency? Enter District # 7 & 2

<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 12, 13 & 23

<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year? \$ \$2.2 million

What is your organization's fiscal year-end date? June 30

Accounting Method: \_\_\_\_\_ Cash  Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Yes**

Please provide contact information of the audit firm conducting your audit:

Agency Henry & Horne, LLP

Address 711 E. Cottonwood Lane, Suite C Casa Grande, AZ 85222-2725

Phone Number 520-836-8201

### **B. Proposed Program Information / Description:**

Amount requested: \$284,702

Service area of proposed program: Southwest Maricopa Region

Target population of proposed program: Parents with children aged birth to five with a special emphasis on pregnant or parenting teens

Number of participants to be served: 80 Family Education, 80 Family Literacy, 720 Emergency Food Boxes, 40 Gila Bend

Please provide a **brief** description of the **proposed program** in one or two paragraphs.

The proposed program will be provided to residents of Southwest Maricopa County and will include the following services.

#### Parenting Education

The first service is a family-centered and strengths-based family education program for 80 families with children birth through age five. The evidence based Healthy Steps Program provides the following services as well child visits either in conjunction with a Pediatric Clinician or alone, and through regular home visits:

- Assessing children's developmental progress
- Promoting parental knowledge and enhancing parent-child interactions
- Providing written informational materials
- Providing linkages to community resources/assisting families in connecting with support networks

To further enhance the program, parenting classes will also be provided to the families to promote the healthy development of their children. By providing a community-based program at our Care 1<sup>st</sup> Resources and Housing Center, parents will be more able to access information on a variety of child development topics. The ten week parenting skills workshops will be repeated every ten weeks by the Family Education Coordinator and will be based on the evidence based Bright Beginnings Curriculum. Lesson topics addressed by the Bright Beginnings curriculum will include the following:

- **Lesson Module 1: Prenatal Parenting: From Beginning to Birth** - Reviews issues in the transition to parenthood and discusses how to create a healthy prenatal environment for children.
- **Lesson Module 2: Brain Development in Infancy and Early Childhood** - Outlines the importance of brain development in a child's early years and suggests brain-building practices for parents and others.
- **Lesson Module 3: Attachment in Infancy and Early Childhood** - Addresses types of attachment relationships in young children and strategies for building parent-child attachments.
- **Lesson Module 4: From Muscles to Motor Skills: Understanding and Enhancing Young Children's Physical Development** - Focuses on physical development in children and how parents can enhance children's physical growth and skills.
- **Lesson Module 5: Young Children and Emotional Intelligence** - Reviews the topic of emotional intelligence and introduces strategies for fostering emotional intelligence.
- **Lesson Module 6: Assisting Your Child's Social Development** - Discusses social development in children and how parents can assist children with relationships.
- **Lesson Module 7: Selecting a Quality Child Care Environment** - Reviews types of child care, components of a quality child care environment, and how to evaluate child care quality.
- **Lesson Module 8: The Magic of Reading with Young Children** - Outlines the value of reading, practical guidelines for reading, and selection of reading materials for young children.
- **Lesson Module 9: Play's the Thing! Young Children and the Importance of Play** - Addresses the stages and purposes of play, how adults can enhance children's play, and skills and qualities learned by children in play.
- **Lesson Module 10: Alcohol, Tobacco and Other Drug Prevention for Young Children** - Focuses on alcohol, tobacco and other drug prevention for young children and guidelines for parents.

The program is further enhanced through the provision of a Development Telephone Information Line.

#### Early Literacy

The proposed program will also provide Early Literacy workshops to 80 parents of children ages birth through five, Parent/Child Story Time, Early Literacy Computer Learning Lab and free Age Appropriate Books. Parent/Child Story Time will be offered weekly. The Early Literacy workshops will be offered monthly and will provide training to parents to assist them in promoting early literacy and school readiness in their children. Parents will learn about child development and age appropriate methods to prepare children for school success. Early literacy programming and services will be conducted by a trained and qualified Early Literacy Specialist and will be based on the evidence based HIPPY (Home Instruction for Parent of Preschool Youngsters) curriculum.

#### Emergency Food Boxes

The overall program will be further strengthened by the Emergency Food Box Program. Food boxes provided through this program will include the necessary age appropriate food and supplies for children from birth through age five, such as diapers and baby formula. The proposed program is expected to provide approximately 720 food boxes to families in need.

#### Town of Gila Bend

In addition, funds will be used to contract with a qualified vendor to provide family education services to the Town of Gila Bend for provision of services to include parenting skills education and resource coordination for 40 families with children ages birth through five. We will require that the vendor selected utilizes an approved evidence based curriculum with special preference toward the use of Bright Beginnings or Healthy Steps curriculums.

### C. Contact Information

**Program Agency** – Indicates person with primary contact with First Things First and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to **this person**.

**Fiscal Agency** - Indicates person responsible for financial matters pertaining to this grant.

**Collaborator** – Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

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<input checked="" type="checkbox"/> <b><u>Program Agency</u></b>	<input checked="" type="checkbox"/> <b><u>Fiscal Agency</u></b>	<input type="checkbox"/> <b><u>Collaborator</u></b>
Agency <u>City of Avondale</u>		Contact Person <u>Chris Lopez</u>
Address <u>11645 W. Civic Center Drive</u>		Position <u>Youth Development Coordinator</u>
Address _____		Email <u>clopez@avondale.org</u>
City, State, Zip <u>Avondale, AZ 85323</u>		Phone <u>623-333-2719</u> x _____ Fax <u>623-333-0270</u>
County <u>Maricopa</u>		

<input type="checkbox"/> <b><u>Program Agency</u></b>	<input type="checkbox"/> <b><u>Fiscal Agency</u></b>	<input checked="" type="checkbox"/> <b><u>Collaborator</u></b>
Agency <u>Phoenix Children's Hospital</u>		Contact Person <u>DeAnn Davies</u>
Address <u>1919 E. Thomas Rd. B-244</u>		Position <u>Healthy Steps Coordinator</u>
Address _____		Email <u>ddavies@phoenixchildrens.com</u>
City, State, Zip <u>Phoenix, AZ 85016</u>		Phone <u>602-546-0235</u> x _____ Fax <u>602-546-0222</u>
County <u>Maricopa</u>		

<input type="checkbox"/> <b><u>Program Agency</u></b>	<input type="checkbox"/> <b><u>Fiscal Agency</u></b>	<input type="checkbox"/> <b><u>Collaborator</u></b>
Agency _____		Contact Person _____
Address _____		Position _____
Address _____		Email _____
City, State, Zip _____		Phone _____ x _____ Fax _____
County _____		

**Attachment B**

**KEY PERSONNEL OVERVIEW**

<b>STAFF MEMBER</b>	<b>BACKGROUND AND EXPERTISE OF PERSONNEL</b>
<p>Name: Gina Montes            Title: NFS Director            FTE on this project: .05            In-kind</p>	<p>Ms. Montes is the head Avondale’s newly-formed Neighborhood &amp; Family Services Department which is charged with organizing neighborhood outreach and citizen participation programs to improve the quality of neighborhoods throughout the city. She oversees the Social Services Division, the Community Development Block Grant (CDBG) program, and the Code Enforcement Division and the Youth Development Division.</p> <p>Ms. Montes has more than 14 years of experience in local government and human services programs. Prior to joining the City of Avondale, she was deputy human services director for the City of Phoenix. She also worked for the City of Phoenix in a variety of capacities, including internal auditor, management intern, management assistant and deputy city auditor. She holds a Bachelor of Arts degree in History and Political Science from Texas Christian University in Fort Worth, and a Masters degree in Public Affairs from the University of Texas at Austin.</p>
<p>Name: Sylvia Sheffield            Title: Social Services Manager            FTE on this project: .15            In-kind</p>	<p>Manages the Social Services Division through grant/contract preparation/compliance and supervision of staff. Provide budget oversight; administers the Community Action Program, senior programming, and outreach programs. Create partnerships by coordinating and collaborating with other community organizations. Develop and implement policies and procedures, provide direction and vision for the Division. Manage programs including the Community Action Program; three food distribution programs; services for Caregivers including groups, forums, and training; Financially Fit program; Code Enforcement relocation fund; and the Employee Assistance Fund. Manage budgets for programs in the division. Contracts include Maricopa County Human Services Department funds, Arizona (AZ) Department of Health Services funds, Individual Development Account federal matching funds, various smaller grants and donations, and General Fund budget.</p>
<p>Name: Chris Lopez            Title: Youth Development Coordinator            FTE on this project: .25            In-kind</p>	<p>Chris Lopez holds a Masters degree in Organizational Management and over 10 years experience in youth development. Chris offers expertise in the implementation, facilitation, supervision and evaluation of programs that address violence, gangs, substance abuse and other antisocial behavior and teen health and pregnancy. Chris experience includes work with the Boys &amp; Girls Club of America SMART Moves program and numerous municipally led youth development programs. Chris currently oversees the Avondale Young Families program which provided health and life skill education to pregnant and parenting teens.</p>
<p>Name: Christina Avila            Title: Community Outreach Coordinator            FTE on this project: .15            In-kind</p>	<p>Identifies needs of the community for services to be provided or coordinated by the Social Services Division. Works with Advisory Board members and community groups to identify these needs. Works with other staff to establish and oversee new programs and services to meet identified needs. Evaluates the effectiveness of and participant satisfaction with programs and activities. Coordinate special projects and events sponsored by the Social Services Division. Assist the Social Service Division staff in resolving client crises and identifying resources to meet client needs. Oversee the Financially FIT program including staff supervision, obtaining funding, service need identification, and program development.</p>

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
<p>Name: Sheila Patton  Title: Resource Center Coordinator  FTE on this project: .10  In-kind</p>	<p>Oversee the operation of the Care1st Avondale Resource Center and Southwest Regional Housing Center. Duties include coordinating service provision, assisting with identifying and recruiting needed community services, assisting residents in finding and applying for services, and coordinating the community conference room schedule. Participate in the Avondale Weed and Seed initiative by assisting with the development, operation, and coordination of this initiative. Provide support to other related neighborhood projects and activities. Assist with increasing the funding for the Resource Center by applying for grants, contracts, and contributions.</p>
<p>Name: TBD  Title: Family Education Coordinator  FTE on this project: 1.0</p>	<p>Coordinates and implements activities and functions of the Parenting Education Program by focusing on developmental aspects of children's growth and assisting parents increase understanding of child growth and development.</p> <p><b>Minimum Qualifications</b>  Bachelor's degree in Child Development, Social Work, Family Studies, Nursing, Psychology, or closely related field, or equivalent combination of post-secondary education. One (1) years experience with early child growth and development, parent-child relationships, child health, and family systems programming and services. One (1) year experience with program coordination and development.</p> <p><b>Job Functions:</b>  Conducts office well child visits either in conjunction with Pediatric Clinician or alone to assess developmental progress and promote parental knowledge of developing child. Develops and maintains resource and referral information to assist families find timely and appropriate community-based programs and resources. Works closely and in conjunction with a variety of community leaders, healthcare providers, educational institutions, and other organizations to develop and maintain strong understanding and support of program initiatives. Facilitates parent groups and/or works in conjunction with established community based parent groups to provide educational and/or informational programs for clients. Develops and monitors effectiveness of parent to parent bulletin board to facilitate development of informal resource and support network. Maintains professional and technical competency through regular participation in a variety of educational programs and in-services, reviewing relevant professional publication and materials, and participating in professional societies to ensure ongoing awareness and understanding of most current methodologies, practices, and philosophies as applied to patient care population Performs assessment of developmental progress. Assists parents increase knowledge and understanding of developing child by identifying areas of strength to support growth in all developmental areas. Plans, develops, implements, and evaluates program strategy, objectives, and goals to ensure targeted population and/or specific intervention needs are effectively met and desired outcomes are achieved. Regularly conducts home visits to support and enhance parent-infant interactions. Provides information and assistance as needed to promote home safety. Works closely with parents to increase understanding of parenting skill techniques needed to appropriately manage common behavioral concerns. Develops and maintains outreach and distribution system for the Family Emergency Food Box program. Coordinates Family Literacy Program and activities. Performs miscellaneous related job duties, as assigned.</p>

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
<p>Name: TBD  Title: Family Literacy Specialist  FTE on this project: .5</p>	<p>Create and maintain a safe and stimulating environment for young children (ages 0-5). Teach early childhood education classes for ages 0-5. Provide information to parents regarding child development. Work in a family-centered program and center your duties on the needs of the families</p> <p><b>Minimum Qualifications</b>  Bachelor's Degree in Education or related field. Experience in early childhood education</p> <p><b>Job Functions:</b>  Create a classroom environment conducive to learning and appropriate to the physical, social, and emotional development of students with an emphasis on language development and emergent literacy skills. Provide for the screening and preparation of children to fully participate in program services. Establish instructional programs based on scientifically based reading research. Must demonstrate the ability to support the social and emotional development of children. Provide activities and opportunities that encourage curiosity, exploration, and problem-solving appropriate to the development levels of the children. Model developmentally appropriate activities and positive behavior management techniques through daily contact with children and early childhood staff in the classroom. Select books, equipment and other instructional materials appropriate for the early childhood program. Include materials and experiences in the classroom that are culturally appropriate and represent diversity. Maintain attendance records of children participating in the Early Childhood Program. Lead regularly scheduled Early Childhood team meetings. Participate in team planning sessions with all project staff to ensure well-coordinated and effective delivery of project services to meet program objectives. Work cooperatively and effectively as a team member by communicating and contributing information on a continuous basis. Work with the Family Education Coordinator to facilitate parent and child interactive literacy activities. Work with the Family Education Coordinator to provide special training of instructional assistants to develop the skills to work with parents of young children in the full range of instructional services. Conduct and supervise the completion of pre and post assessments for children. Develop and facilitate child development instruction for parents. Design and facilitate interactive parent and child literacy activities. Maintain open, friendly, and cooperative relationship with each child's family and encourages their involvement in the program. Continue professional development through attending workshops, conferences and other staff development. Maintain up to date knowledge of current child development practices. Demonstrate behavior that is professional, ethical, and responsible. Perform other duties and responsibilities as assigned.</p>

**\*In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

## Attachment C

### IMPLEMENTATION PLAN

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation	
Grant awarded and contract signed	Submit council report, Have, have City Attorney review IGA, present IGA to City Council, sign contract	Neighborhood and Family Services Director	7/1/09	Signed IGA	
Subcontract with selected vendor	Meet with potential vendors	Youth Development Coordinator	7/30/09	Signed Contract	
	Submit draft contract to City Attorney	Youth Development Coordinator	8/15/09		
	Secure City Council approval	Youth Development Coordinator	8/30/09		
Recruited and hired program staff as per City policies and procedures.	Meet with HR, submit personal action form, post job opening	Youth Development Coordinator	7/15/09		
	Review applications, establish interview panel and schedule interviews	Youth Development Coordinator	7/30/09		
	Conduct interviews, select candidate, make job offer	Youth Development Coordinator	8/15/09		
Purchase office equipment and supplies	Secure price quotes	Youth Development Coordinator	7/30/09		
	Submit purchase orders	Youth Development Coordinator	8/5/09		
	Place orders	Youth Development Coordinator	8/15/09		Purchase orders and receipts
Purchase Bright Beginnings curriculum for community based family education program	Secure price quote	Youth Development Coordinator	8/30/09		
	Submit purchase orders	Youth Development Coordinator	8/15/09		Purchase orders and receipts
	Place order	Youth Development Coordinator	8/30/09		
Provide new employee training to program staff	Schedule training	Youth Development Coordinator	8/30/09		
	Attend training	Family Education Coordinator & Literacy Specialist	9/15/09		
Receive Ages & Stages Training	Schedule training	Youth Development Coordinator	8/30/09		
	Attend training	Family Education Coordinator & Literacy Specialist	9/15/09		
Secure Phoenix Children's Hospitals Healthy Steps Specialist Certification	Schedule training	Youth Development Specialist	8/30/09	Training certification	
	Attend training	Family Education Coordinator	10/15/09		
Purchase supplies and assemble emergency food boxes	Secure quotes	Family Education Coordinator	10/1/09		
	Purchase supplies	Family Education Coordinator	10/15/09		
	Assemble emergency food boxes	Family Education Coordinator	10/30/09		Purchase orders and receipts

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Partnership team conducts initial and ongoing monthly meetings to develop program plans, outreach strategies, resolve issues, propose quality improvement strategies	Schedule meeting	Youth Development Coordinator	9/15/09	
	Establish agenda	Youth Development Coordinator	9/15/09	Meeting agenda
	Conduct meeting and develop ongoing meeting schedule Develop plan to resolve any identified issues or challenges	Youth Development Coordinator	9/15/09	Meeting agendas and attendance rosters
Attend Cross Regional Meetings	Attend Cross Regional Meetings	Youth Development Coordinator & Family Education Coordinator	As scheduled	Attendance roster
Attend Statewide	Attend Statewide	Youth Development Coordinator & Family Education Coordinator	As scheduled	Attendance roster
Program staff conducts initial and ongoing outreach	Design and print outreach materials	Family Education Coordinator	9/1/09	Flyers & Brochures
	Identify outreach locations	Family Education Coordinator	9/1/09	
	Conduct ongoing outreach	Family Education Coordinator	9/15/09	
Begin ongoing enrollment of families in program	Administer Initial and ongoing Ages & Stages Questionnaire	Family Education Coordinator	10/5/09	Ages & Stages Questionnaire
	Developed individual service plans for program participants	Family Education Coordinator	10/5/09	Individual service plans
	Provide resource referrals as needed	Family Education Coordinator	10/1/09	Client referral sheet & Individual service plans
Conducting ongoing Community Based Family Education Workshops at Care1st Resource Center	Establish workshop schedule	Family Education Coordinator	9/1/09	Workshop calendar
	Purchase meeting supplies	Family Education Coordinator	9/15/09	Purchase orders and receipts
	Conduct workshops and	Family Education Coordinator	10/5/09	Attendance Rosters
	Administer Pre-testing and post-testing with each participant	Family Education Coordinator	10/5/09	Pre-tests & Post-tests
Conduct initial and ongoing monthly workshop observations	Observe a minimum of one workshop per month	Youth Development Coordinator	10/5/09	Observation notes
	Document successful practices and areas in need of attention	Youth Development Coordinator	10/10/09	Observation notes
	Discuss observations with staff during weekly meetings	Youth Development Coordinator	10/15/09	Meeting agenda
Submit initial and ongoing quarterly reports to FTF	Compile data and create report	Youth Development Coordinator	10/20/09	Quarterly reports
Attend ongoing FTF partnership meetings	RSVP for meetings	Youth Development Coordinator & Family Education Coordinator	10/20/09 1/20/10 4/20/10	Attendance Rosters
Submit Final Report	Compile data and create report	Youth Development Coordinator	7/20/10	Final Report

## Attachment D – Line Item Budget

### LINE ITEM BUDGET – USE IF LISTING MATCHING FUNDS

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

**Budget period: July 1, 2009 – June 30, 2010**

Budget Category	Line Item	Requested Funds	** Matching Funds/ Source	Total Cost
<b>Personnel and Fringe Benefits</b>				
Personnel	Family Ed Coordinator - 1.0 FTE	\$50,000	0	\$91,397
	Family Literacy Specialist - .5 FTE	\$18,720	0	
Fringe Benefits	Family Education Coordinator	\$16,500	0	
	Family Literacy Specialist	\$6,177	0	
<b>Contracted Services/Professional Services</b>				
Contract services	Healthy Steps Training and Technical assistance	\$15,000	0	\$15,000
<b>Travel</b>				
Out of State:			0	
In State:	.445/mile X 250 mi/mo X 12mo	\$1,335	\$0	\$1,335
<b>Pass Through</b>				
Sub grants	Parenting Skills Workshops & Resource coordination and referrals in Gila Bend	\$75,000	0	\$75,000
<b>Supplies and Other Operating</b>				
Supplies and Other Operating Expenses	Laptops (2)	\$6,000	0	\$101,970
	Cell phones (2) and service	\$2,800	0	
	Wireless internet service	\$2,400	0	
	Parent education materials	\$3,500	0	
	Curriculum & Developmental screening tools	\$1,609	0	
	Office supplies	\$1,015	0	
	Office equipment	\$1,288	0	
	Meeting expense	\$1,000	0	
	Printing	\$3,500	0	
	Training	\$3,800	0	
	Books	\$2,000	0	
	Transportation vouchers	\$20,250	0	
	Child Literacy Computers (3)	\$6,200	0	
	Office Furniture	\$2,200	0	
	Program incentives	\$4,375	0	

	Arizona Parenting Kits	\$200	0	
	Emergency Food Box supplies	\$39,833	0	
<b>Subtotal Direct Program Costs:</b>		\$284,702	\$0	\$284,702
<b>Administrative/Indirect Costs</b>				
Indirect Costs		0	0	0
<b>Total</b>		\$284,702	\$0	\$284,702

\*As shown, a line item budget justification for each component **MUST** be included in the proposal that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens proposals. See the following page for budget narrative format.

\*\* Matching Funds are not required, but if listed, are subject to monitoring by First Things First.

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_

## Attachment E – Budget Narrative

### **BUDGET NARRATIVE EXPLANATION**

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

#### **Personnel:**

**Family Education Coordinator:** 1.0 FTE @ a rate of \$24.03/hour X 80 hours/pay period X 26 pay periods = \$50,000 annually

**Family Literacy Specialist:** 0.5 FTE @ a rate of \$18/hour X 40 hour/pay period X 26 pay periods = \$18,720 annually

#### **Fringe Benefits:**

The fringe benefit rate is calculated at 33%, which is the City of Avondale's standard fringe benefit rate for FICA, health and dental insurance, PTO, and related benefits.

**Family Education Coordinator:** 1.0 FTE @ \$50,000 annually X 33% = \$16,500

**Family Literacy Specialist:** 0.5 FTE @ \$18,720 annually X 33% = \$6,177

#### **Contracted Consultant/Professional Services:**

##### **Phoenix Children's Hospital – Healthy Steps Specialist Training**

Family Education Coordinator will receive training From Phoenix Children's to become a certified Healthy Steps Specialist. Family Education Coordinator will provide home visitation as needed for the enhancement of the Community Based Family Education Program.

Healthy Steps Specialist Training & 2 years of technical assistance at a cost of \$15,000

Contract to be established in accordance with City of Avondale procurement policies and procedures.

#### **Travel:**

Mileage costs include travel for outreach, home visitation and meeting travel. Mileage calculated at (according to State of Arizona Travel Policy): .445/mile X 250 mi/mo X 12mo = \$1,335

#### **Pass Through/Sub grants: – Family Education & Resource Coordination for the Town of Gila Bend**

Establish a contract with a qualified vendor to provide family education services and resource coordination to the Town of Gila at a contractual amount of \$75,000. Contract to be established in accordance with City of Avondale procurement policies and procedures.

#### **Supplies and Operating Expenses:**

**Laptops** - (2) - including wireless cards, carrying case, licenses and software 2 laptops X \$3,000 each

**Cell phones** - (2) cell phones at \$200 each = \$400

**Cell Phone Data plans** - \$100/month X 2 phones X 12months = \$2,400

**Wireless internet service** \$100/month X 2 laptops X 12months = \$2,400

**Parent education materials** - 125 families X \$28/family = \$3,500

**Curriculum & Developmental screening tools** – Bright Beginnings Curriculum = \$87 + \$11 shipping = \$98

(1) Ages & Stages Questionnaire kit in English @ \$250

(2) Ages & Stages Questionnaire kit in Spanish @ \$250 = \$500

(1) Ages & Stages Materials kit @ \$275

Ages & Stages DVDs (Home Visit, Scoring, and In Practice) \$150

Literacy Curriculum = \$184

\$1,273 + \$152 shipping = \$1,609

**Office supplies** – (2) staff X 12months X 42.29/month = \$1,015

**Office equipment** – Projector for family education and literacy presentations = \$954

Digital Camera for program documentation = \$286

Memory Card for digital camera = \$48

For a total of \$1,288

**Meeting expense** – 24 meetings X \$41.67/meeting = \$1,000

**Printing** – Printing of outreach and educational materials. Design fees for rack cards, posters and flyers = \$1,500 + Printing costs for rack cards, posters and flyers .50/documents X 4000 documents = \$2,000 for at total of \$3,500

**Training** – Ages & Stages Questionnaire ASQ 3 Training for \$1,900

Ages & Stages Questionnaire Training ASQ: SE at \$1,900

For a total of \$3,800

**Books** – 80 families X \$16/family = \$2,000

**Transportation service and vouchers** - \$75/hr X 2.5 hours per transport X 2 transports/week X 50 weeks = \$18,750

600 daily bus passes X \$2.50/pass = \$1,500

For a total of \$20,250

**Child Literacy Computers** - (3) computers and software X \$2066.67 = \$6,200

**Office Furniture** – (3) Child computer workstations x \$450 = \$1,350, (3) Child chairs X 150 = \$450, (1)

Locking cabinet @ \$400 = \$2,200

**Program incentives (zoo passes, growth charts, teaching aids)** – 80 families X \$54.68/family = \$4,375

**Arizona Parenting Kits** – 8 kits X \$25per kit = \$200

**Emergency Food Box supplies** –

The City of Avondale will provide emergency food boxes to qualifying families with children age's birth to five living in southwest region. The emergency food box program will provide 720 emergency food boxes at an approximate cost of \$55.32 each = \$39,833

The following list of items will be assembled to

Diaper (sized newborn – 6)	1440 at \$7.97=	\$11,476.80
Wipes (packs of 9)	160 at \$13.28=	\$2124.80
Rice Cereal	720 at \$3.58=	\$2577.60
Juice	720 at \$2.18=	\$1569.60
Jar Baby Food (packs of 18)	160 at \$7.58=	\$1212.80
Jar Toddler Food	240 at \$1.50=	\$360
General Mills – Cheerios	720at \$2.50=	\$1800
Formula (Regular & Lactose Free)	960 at \$13.76=	\$13209.60
Toddler Crackers/Puffs	240 at \$2.24=	\$537.60
Toddler Granola Bars	240 at \$3=	\$720
Grocery Bags	2 at 10.97=	\$21.94

Storage Lockers	2 at \$500=	\$1000
Estimated Taxes	8.8%	\$3221.75
	Total	\$39,833

**Attachment F**

**DISCLOSURE OF OTHER FUNDING SOURCES**

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program\*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs. Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

<b>Type of Funding (Federal, State, local, other)</b>	<b>Received From</b>	<b>Amount</b>	<b>✓ If used for match on this grant</b>
N/A	N/A	0.00	
<b>TOTAL:</b>			

\*This table should include only those funds that will support the program detailed in this Application.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_

**Attachment G:**

**FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY**

Name of Applicant: City of Avondale, Arizona

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

**A. GENERAL INFORMATION**

1. Has your organization received a Federal or State Grant within the last two years? <i>(The City receives and administers both federal and state grants each year.)</i>	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please <b>attach</b> a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs. <i>(The City issues and audits, OMB Circular A-133 Single Audit Reporting Package annually. The Reports, which contain the Schedule of Finding and Questioned Costs, are available on the City's internet web site: <a href="http://www.avondale.org">www.avondale.org</a>. The independent auditors did not issue a Management Letter for the year ended June 30, 2008, which is the most recently completed single audit.</i>	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please <b>attach</b> a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> NA
4. Please <b>attach</b> a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	The SEFA is included in the City's CAFR on the web site cited in 2 above.
5. Has your organization been granted tax-exempt status by the Internal Revenue Service? <i>(As a governmental unit or political subdivision, the City is not subject to federal income tax under the provisions of Section 115(1) of the Internal Revenue Code.)</i>	<input type="radio"/> YES <input type="radio"/> NO <input checked="" type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits,	<input checked="" type="radio"/> YES

travel reimbursement and personnel policies?	<input type="radio"/> NO
--	--------------------------

**B. FUNDS MANAGEMENT**

1. Which of the following describes your organization's accounting system? <i>(The City's accounting system is predominately automated, but the system is supplemented with manual control activities and documentation as necessary to achieve the desired accounting and internal control objectives.)</i>	<input type="radio"/> Manual <input type="radio"/> Automated <input checked="" type="radio"/> Combination
2. How frequently do you post to the General Ledger? <i>(The frequency with which the City posts accounting information and data to its general ledger depends on several factors including, but not limited to, the (1) source of the information and data such as journal entries vs. Subsystems that interface with the general ledger, and (2) type of information and data being recorded such as cash receipts, payroll expenditures, etc. The frequency varies from daily to as infrequently as semi-annually.)</i>	<input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input checked="" type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time? <i>These reports are referred to as labor distribution reports and employee history reports.</i>	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input checked="" type="radio"/> YES <input type="radio"/> NO
1. How does your organization plan to charge common/indirect costs to this grant? <b>NOTE:</b> Those organizations using allocable direct charges <b>must attach</b> a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate <b>must attach</b> a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate <input checked="" type="radio"/> NA

**C. INTERNAL CONTROLS**

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents? <i>(Timecards are approved electronically.)</i>	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input checked="" type="radio"/> YES <input type="radio"/> NO

**D. PROCUREMENT**

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**E. CONTACT INFORMATION**

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Steven R. Montague

Job Title: Controller

Date: May 21, 2009

Phone/Fax/Email: 623.333.2013/623.333.0200/smontague@avondale.org

**F. CERTIFICATION**

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

*Steven R. Montague* 5/21/09  
Authorized Signature

**G. COMMENT AND ATTACHMENTS**

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): 0

COMMENTS: Comments were added within each question cell (*see bold italicized text*). If further information is required, please do not hesitate to contact me. Thanks.

## Attachment H

### Resumes

## **Gina Ramos Montes**

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★ 322 E Desert Park Lane Phoenix, AZ 85020 602-216-0365 H 623-333-2727 W ★

### EXPERIENCE

#### **Neighborhood and Family Services Department, City of Avondale**

Sep 06 to present

##### *Neighborhood and Family Services Director*

- Plan, direct and manage the functions of the following program divisions: Youth Development, Social Services, Code Enforcement and Community Development Block Grant (CDBG).
- Coordinates department activities with other City departments and outside agencies to benefit Avondale.
- Oversee the functions of the Neighborhood and Family Services Commission.
- Organizes and supports neighborhood outreach and citizen participation programs to improve the quality of neighborhoods.
- Prepare annual budget; monitor and approve expenditures; forecasts additional funding needs.

#### **Human Services Department, City of Phoenix**

##### *Deputy Human Services Director*

Sep 02 to Sep 06

- Provided overall administrative direction for the Education Division and 120 staff.
- Coordinated Head Start program activities with other City departments and governmental, social service, and private community agencies to assure maximum program benefits.
- Maintained working relationships with officials at the municipal, county, state, and federal levels and leaders in business and non-profit agencies.
- Established and monitored management controls for administrative, program, and fiscal priorities.
- Provided support to the Head Start Policy Council (parent commission) in establishing program priorities.
- Developed, implemented, and monitored contracts for service with school districts and non-profit agencies.

#### **City Auditor Department, City of Phoenix**

##### *Deputy City Auditor*

July 00 to Sep 02

- Managed staff of five in citywide projects involving internal control procedures, performance measures, and other management services.
- Assigned and supervised projects and reviewed reports for completeness and accuracy.
- Planned and conducted risk analyses and develop solutions to improve internal controls.
- Collaborated with other departments on citywide initiatives, such as the Seamless Service II initiative and on business process improvements.
- Prepared and reviewed reports and prepare budgets for division.
- Led complex projects and provided hands on training to new staff.

#### **Human Services Department, City of Phoenix**

##### *Management Assistant II*

Feb 99 to July 00

- Coordinated all Formal and Policy City Council and Subcommittee actions for the department.
- Resolved customer service issues referred by City Council, management and the public.
- Reviewed and wrote administrative, City Council, financial reports, policies and procedures.
- Supervised professional intern, special projects, and staff teams.
- Provided staff support to the Human Services Commission and Workforce Investment Board.

#### **Neighborhood Services Department, City of Phoenix**

##### *Management Assistant I*

July 98 to Feb 99

- Provided customer service support to the Director by researching high profile issues, coordinating and preparing responses, and tracking cases through resolution.
- Prepared a variety of reports on a weekly, monthly, and quarterly basis communicating department activities to City Council, top management, the public, and staff.

- Supervised and provided staff support to the Neighborhood Initiative Areas (redevelopment target zones) in the areas of reporting, coordination, special projects.

### **City of Phoenix**

#### *Management Internship Program*

July 97 to July 98

- Rotated in three assignments, including the City Manager's Office, Development Services Department, and Budget and Research Department.
- Provided staff support for City Council Policy Sessions, Housing and Neighborhood Subcommittee, Phoenix Sonoran Valley Preserves and the Development Services ad hoc committees.
- Resolved citizen complaints on behalf of the City Manager.
- Monitored and analyzed budget submissions, prepared summary budgets, processed adjustments.

### **City Auditor Department, City of Phoenix**

#### *Internal Auditor II*

Sep 95 to July 97

- Conducted performance studies and cost analyses on operational and financial systems.
- Supervised and trained new auditors.
- Examples of projects included city overtime usage, temporary employee policy, neighborhood block watch grant program, transit sole source cost analysis, municipal court financial system, franchise fees.
- Wrote detailed audit reports and one-page briefing memoranda.
- Conducted focus groups and interviewed all levels of staff.

### **Office of the City Auditor, City of Austin, TX**

#### *Professional Intern*

Sep 94 to Sep 95

- Provided research and analytical support for audits. Samples included overtime, utilities customer service, personnel policies.
- Designed and administered surveys for performance and compliance evaluation.
- Researched and summarized "best practices" for accounts receivable.
- Supervised four interns on comprehensive data collection for citywide projects.

### **U. S. Senate Subcommittee on Housing and Urban Affairs, Washington, D.C.**

#### *Professional Staff Member*

Sep 93 to Sep 94

- Managed portfolio of issues including Section 8 Vouchers and Certificates, mobility programs, *colonias* programs, and Department of Housing and Urban Development (HUD) management.
- Planned Senate Subcommittee hearing on management of HUD.
- Drafted portion of housing reauthorization legislation and Subcommittee Conference report.
- Researched methods for merging the Section 8 Voucher and Certificate programs.
- Served as liaison from Staff Director to fair housing advocacy groups.

## **EDUCATION**

### **University of Texas at Austin**

**Master of Public Affairs**, Lyndon B. Johnson School of Public Affairs

Woodrow Wilson Foundation Fellowship, Congressional Hispanic Caucus Institute Fellowship

### **Texas Christian University, Fort Worth**

**Bachelor of Arts**, History and Political Science

TCU Scholar, Hatton Sumners Foundation Scholar, 1992 Outstanding Student Leadership Award

## **COMMUNITY INVOLVEMENT**

Camp Fire Greater Arizona Council, Board of Directors; Arizona Head Start Association, Board of Directors; Upward Foundation, Board of Directors; Friendly House, Board of Directors, 2001 Treasurer, 2002 Vice Chair; Arizona City/County Management Association, 1998 Midwinter Conference Planning Committee

Sylvia Sickels Sheffield  
Work: 623-333-2722  
ssheffield@avondale.org

## **Work History**

### City of Avondale

Avondale, AZ 2002 – Present

#### Social Services Manager

Direct the Social Services Division which includes the Community Action Program, community outreach, information and referral, asset development programs, and managing new grant initiatives. Duties include: contract management, budget development and oversight, grant writing, staff supervision, reporting, and the establishment of both internal and external collaborations which strengthen Division services.

### Child & Family Resources

Phoenix, AZ 2001 – 2002

#### Program Director

Responsible for oversight of two home-based child abuse prevention programs, Family Builders and Choices for Families. Duties include contract renewal and compliance oversight, staff supervision, program development, grant writing, and community networking. Membership on the agency wide Management Team and Continuous Quality Improvement Committee.

### Family Service of Northwest Ohio

Toledo, OH 1997 - 2000

#### Vice President of Operations, 1999 - 2000

Responsible for operations of a family service agency which covers a seven county area with a three million dollar budget. Duties include contract development and oversight, grant writing, quality assurance, supervision of site directors, agency-wide strategic planning, leadership of the Management Team, oversight of certification process and maintenance of the Ohio Department of Mental Health (ODMH) and the Council on Accreditation (COA), and budget and productivity monitoring.

#### Director, Family Service of Lucas County, 1997 - 1999

Responsible for all operations of the Lucas County office of Family Service of Northwest Ohio. Specific duties include oversight of the clinical and community outreach programs, staff supervision, budget development and oversight, program development, grant writing, and contract development, community networking, and agency planning.

### National Exchange Club Foundation for the Prevention of Child Abuse

Toledo, OH, 1992 - 1997

#### Program Specialist

Responsible for providing technical assistance, training, needs assessment, and minimum standard compliance to Exchange Club Child Abuse Prevention Centers throughout the

country. Provided training and technical assistance in the areas of: board development and planning, program development, child abuse prevention theory, orientation of new center directors, clinical oversight, and administrative issues

### **Education**

Masters of Social Work, Florida State University  
Focus area: Program Evaluation and Administration

Bachelor of Social Work, Florida International University  
Focus area: Public Administration

Certified Public Manager, Arizona State University, School of Public Affairs, 2006

### **Licensure**

Academy of Certified Social Workers (ACSW)

### **Community and Professional Affiliations**

Arizona Community Action Association board member 2008 to present

West Valley Human Services Alliance, co-chairperson of Health, Wellness, and Safety sub-committee, 2005 to 2008

Maricopa Association of Governments (MAG) Human Services Technical Committee, 2002 to present

Arizona State University, Social Work Field Instructor, 2000 to present

City Management Intern Program, City of Avondale, AZ, 2004

Adjunct Instructor, University of Alabama at Birmingham  
Department of Social Work, 1985 - 1991

National Association of Social Workers, 1985 – Present

# Christopher J. Lopez

17222 N. Central Ave. #114

Phone: (602) 818-1861

Email: clopez2002@aol.com

## EDUCATION

### **Masters of Organizational Management**

*University of Phoenix*

### **Bachelors of Fine Art**

*University of Arizona*

## EMPLOYMENT

2007 – Present

### **Youth Development Coordinator**

*City of Avondale*

- Conducts community needs assessments
- Develops resources to support programming including grants and sponsorships
- Develops strategies to address youth development needs city wide
- Trains city staff on youth development
- Monitors and assesses program outcomes
- Promotes and markets programs to the community
- Manages the Avondale Young Families program

2004 – 2007

### **Senior Recreation Coordinator**

*City of Glendale*

- Chair Outcome Measurement Committee
- Co-Chair Recreational Apprenticeship Committee
- Increased Community Center Attendance by 95%
- Developed a comprehensive set of program planning, outcome measurement and performance evaluation systems
- Established the “Heart of Glendale Community Council” to assess the needs of the community and provide recommendations for future programming and services.
- Generated over \$40K in grants and sponsorships in 2005
- Responsible for the operation of multiple recreation facilities
- Established multiple partnerships with outside agencies and civic groups

2003 – 2004

### **Branch Director**

*Boys & Girls Clubs of Tucson*

- Recruits, trains and supervises regular and part-time program staff
- Prepares statistical reports regarding all branch programming
- Monitors and assess program outcomes
- Promotes and markets the organization to the community
- Develops annual programming calendar
- Manages operational budget
- Develops and coordinates partnerships with outside organizations
- Involved in establishing organizational goals and objectives

2000-2003

**Youth Development Director**

*Boys & Girls Clubs of Tucson*

- Developed, planned and implemented Education, Career Development, Environmental Education, Character, Leadership, Health and Life Skills programming
- Directed community outreach
- Managed expenses as designated within programming budget
- Provided supervisions and training to staff

**PROFESSIONAL ACTIVITIES**

**City of Avondale Weed & Seed Committee - Member**

**Governor's Youth Development Task Force Work Group – Member**

**West Valley Coalition to Prevent Underage Drinking – Member**

**AWARDS & RECOGNITION**

**City of Glendale Spark Award 2005 – Partnering in the Community**

**Office of the Governor Special Recognition 2005 – Leader in innovative programming and partnerships for adults and youth.**

**Outstanding Mentor 2003 –Arizona Daily Star Newspaper**

**4-H National Youth Development Conversation - Washington, DC**

Selected to represent the state of Arizona to create a national youth development agenda to be presented to the President of the United States and members of Congress.

**TRAINING**

- |  |  |
|--|--|
| • City of Glendale Grant Writing             | • Supervision and Leadership                         |
| • Resource Development                       | • Project Learn – High Yield Educational Activities  |
| • Youth Development                          | • Smart Moves – Life Skills - Gang & Drug Resistance |
| • Ultimate Journey – Environmental Education | • 4–H Team Building                                  |
| • Measuring Program Outcomes                 | • City of Glendale Leadership Academy                |
| • Facility Management                        |  |
| • Effective Guidance and Discipline          |  |

**SHEILA MAHONEY PATTON**  
505 East Missouri Avenue  
Phoenix, Arizona 85012  
(602) 235-9060  
fspatton@aol.com

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## SUMMARY

Highly effective professional with 13 years experience as administrator with not-for-profit organizations. Diverse expertise in community development and the grant proposal process. Energetic and innovative team player with excellent interpersonal and communication skills. Proven ability to manage multiple projects.

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## PROFESSIONAL EXPERIENCE

**CITY OF PHOENIX, Phoenix, AZ**

**1999-2001**

### Neighborhood Specialist

Acted as a liaison between concerned residents and the City on complex planning and zoning issues. Interpreted the City's zoning ordinances.

- Acted as the lead representative for the mobile food vendor project.
- Organized the first successful neighborhood day at the Legislature.
- Participated in the Roosevelt NIA team.
- Assisted residents in administering Fight Back projects in designated neighborhoods.

**VILLAGE OF SCHAUMBURG, Schaumburg, IL 1997-1998**

### Long Range Planner

Responsible for administering the Village's Community Development Block Grant. Assisted with economic development reports for the Mayor. Interpreted Village Zoning Ordinance for home occupation business license applicants. Managed the successful transition of the Village's Federal financial reporting system.

**SAVE THE CHILDREN, Western Area Office, Albuquerque, NM**

**1995-1997**

### Sponsorship Manager

Responsible for coordination of program, ensuring that agency policies and procedures were followed. Managed 8,000 plus relationships between each sponsor and child. Supervised direct staff of four, as well as thirty plus volunteers and field staff. Developed sponsorship training materials and forms.

- Organized and led multi-site logistical operations of collecting over 10,000 status reports for children participating in sponsorship in a five-state region.
- Cultivated, developed and maintained relationships with public contacts, community leaders, donors and sponsors.
- Successfully managed the consolidation of three field offices' sponsorship programs, staff reduced by two-thirds and sponsorship procedures were improved and streamlined.

**LAKE COUNTY DEPT. OF PLANNING, ZONING & ENVIRONMENTAL QUALITY, Waukegan, IL 1994-1995**

### Planner

Responsible for administering Community Development Block Grant received from the US Department of Housing and Urban Development. Acted as source for technical assistance to County's CDBG grantees-townships, cities, villages and community based organizations.

- Evaluated grant proposals and monitored grantees for Federal, State and Local compliance upon funding.
- Assisted with design and implementation of the County's Community Development, Homeless Assistance and Housing Programs.

- Provided technical assistance on urban/regional planning issues and initiatives to sub grantees, non-profit groups and City, County and State officials.
- Assisted in the development of the County's Consolidated Plan mandated by HUD. Completed needs assessment for this plan that was adopted by HUD and used as an example for other urban counties and entitlement communities across the country.
- Managed County's Emergency Shelter Grant entitlement for homeless agencies and community-based organizations. Evaluated grant proposals and recommended dispersal of funding.

**SANTEE - LYNCHES REGIONAL COUNCIL OF GOVERNMENTS, Sumter, SC**

1991-1993

**Community Development Specialist**

Responsible for administering the Community Development Block Grant of \$1.5 million received through the State of South Carolina from the US Department of Housing and Urban Development to four rural counties.

- Researched and wrote grant federal grant applications on behalf of townships, cities and counties.
- Coordinated and managed all aspects of development, redevelopment and capital improvement projects for the four county region.
- Assisted in the development of the region's Comprehensive Housing Affordability Strategy.
- Managed funded projects, monitored for compliance and measured project results.

**COMMUNITY DEVELOPMENT BLOCK GRANT DIVISION**

County of Los Angeles, CA

1991

**Community Development Specialist**

Responsible for preparing environmental review records in compliance with NEPA and CEQA for the Los Angeles County Community Development Commission.

- Administered and coordinated Fair Housing Contracts with all outside agencies and the County of Los Angeles.
- Team member in the development the County's Comprehensive Housing Affordability Strategy.

**WESTSIDE FAIR HOUSING COUNCIL, Los Angeles, CA**

1990-1991

**Bi-Lingual Housing Discrimination Counselor/ Coordinator**

Responsible for counseling and investigating all allegations of housing discrimination.

- Trained and coordinated activities of 50 fair housing testers in a bi-lingual environment.
- Developed and organized community outreach program designed to educate local population of fair housing laws and policies.
- Compiled and prepared quarterly reports to city, state and federal agencies outlining contract fulfillment and financial expenditures.
- Investigated and documented cases of alleged housing discrimination.

**CITY OF PHOENIX, Phoenix, AZ**

1988-1989

**Mayoral Representative**, HIMEJI, JAPAN (1989) Represented the City of Phoenix in the Sister Cities program and promoted trade opportunities between Phoenix and Japan.

**Assistant to the Mayor** (1988-1989)

Assisted with Mayoral correspondence. Participated in special projects.

EDUCATION

Master's in International Management, 1989  
American Graduate School of International Management, Glendale, AZ

BA Spanish and Italian, 1987  
University of Arizona, Tucson, AZ

University of Arizona Italian Studies Program, 1985  
University of Florence, Florence, Italy

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avilacasa@gmail.com

## **Christina Peru-Hipolito Avila**

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**OBJECTIVE** To obtain a position with an organization seeking a motivated individual with hands-on-training and exceptional communication and leadership skills.

### **EXPERIENCE**

**City of Avondale** – Avondale, AZ  
October 2006

Community Outreach Coordinator

- Coordinator of Social Services Advisory Board
- Supervise Financially FIT program staff
- Coordinate social services for the City of Avondale
- Plan and implement a yearly health and resource fair

**notMYkid** – Phoenix AZ  
August 2006 – October 2006

Coordinator – part time

- Liaison to Board of Directors .
- Liaison to Auxiliary Board.
- Manage grants.
- Assist with completing grant reports.

**BIG BROTHERS BIG SISTERS OF CENTRAL ARIZONA** – Phoenix, AZ  
June 1997 – December 2005

Director of Programs (July 2000 to December 2005)

- Supervision of program staff serving community and school based mentoring programs throughout the Metro-Phoenix Area.
- Plan and implement new school based programs including pilot programs (High School Mentoring).
- Provide ongoing support to existing school based programs by acting as liaison between the schools and Big Brother Big Sisters programs.
- Assist with completing local and federal grant reports.
- Assist in completing evaluations for national organization.
- Participating in the planning and implementation of program development.
- Assist in the hiring and training of new staff.
- Development of training material for new program staff.

• Senior School Based Case Manager (August 1999 to July 2000)

- Case, match, and program management for two elementary schools.
- Conduct recruitment for assigned schools as well as assist other school based case managers in recruitment for their schools.
- Assist in training of new staff.
- Work with peer senior case managers to plan and implement events for matches agency wide.

School Based Case Manager (June 1997 to August 1999)

- Child outreach and intake.

- Volunteer recruitment, intake, and training.
- Match support and supervision at a local elementary school.
- Completed federally required reports and evaluations.
- Developed new programs for the students in the program to participate in (Discover Yourself and Uniform distribution).
- Organized group events for matches on a monthly basis.

**CITY OF PHOENIX**

August 1996 – May 1997

- Social Work Intern (School Based Care Centers)
- Child intake and counseling at a valley High School.
- Co - trainer for drug and alcohol abuse groups.
- Crisis management when needed.

**YOUTH ETC – Phoenix, AZ**

November 1995 – December 1995

- Volunteer
- Volunteer in a group home for girls 12 to 18 with behavioral problems.

**ST. AUGUSTINE CATHOLIC CHURCH – Phoenix, AZ**

September 1992 – May 1993

- Youth Peer Advisor
- Taught weekly classes on personal growth to high school students.

**EDUCATION**

**Arizona State University – Tempe, AZ**

*Bachelor of Social Work*

May 1997

**Arizona State University Downtown – Phoenix, AZ**

*Certificate of Non-Profit Management*

On-going

**Hispanic Leadership Institute – Phoenix, AZ**

Arizona State University/Valle de Sol

November 2001

**COMMUNITY SERVICE**

City of Phoenix – Youth & Education Commission, 2003 - 2006  
 American Cancer Society – Climb the Mountain Walk 2006, 2007  
 Big Sister - Big Brothers Big Sisters of Central AZ, 1999 – 2005  
 Susan G. Komen – Race for the Cure – Cancer Walk 2002, 2004  
 Christmas in April, 1994 – 1999

**AWARDS**

Margaret Slack Professional Development Award – 2002  
 Big Brother Big Sister of America

## Family Education Coordinator

### Job Description

Coordinates and implements activities and functions of the Healthy Families Program by focusing on developmental aspects of children's growth and assisting parents increase understanding of child growth and development.

#### Minimum Qualifications

Bachelor's degree in Child Development, Social Work, Family Studies, Nursing, Psychology, or closely related field, or equivalent combination of post-secondary education. One (1) years experience with early child growth and development, parent-child relationships, child health, and family systems programming and services. One (1) year experience with program coordination and development.

#### Job Functions:

Conducts office well child visits either in conjunction with Pediatric Clinician or alone to assess developmental progress and promote parental knowledge of developing child. Develops and maintains resource and referral information to assist families find timely and appropriate community-based programs and resources. Works closely and in conjunction with a variety of community leaders, healthcare providers, educational institutions, and other organizations to develop and maintain strong understanding and support of program initiatives. Facilitates parent groups and/or works in conjunction with established community based parent groups to provide educational and/or informational programs for clients. Develops and monitors effectiveness of parent to parent bulletin board to facilitate development of informal resource and support network. Maintains professional and technical competency through regular participation in a variety of educational programs and in-services, reviewing relevant professional publication and materials, and participating in professional societies to ensure ongoing awareness and understanding of most current methodologies, practices, and philosophies as applied to patient care population. Performs assessment of developmental progress. Assists parents increase knowledge and understanding of developing child by identifying areas of strength to support growth in all developmental areas. Plans, develops, implements, and evaluates program strategy, objectives, and goals to ensure targeted population and/or specific intervention needs are effectively met and desired outcomes are achieved. Regularly conducts home visits to support and enhance parent-infant interactions. Provides information and assistance as needed to promote home safety. Works closely with parents to increase understanding of parenting skill techniques needed to appropriately manage common behavioral concerns. Develops and maintains outreach and distribution system for the Family Emergency Food Box program. Coordinates Family Literacy Program and activities. Performs miscellaneous related job duties, as assigned.

## Literacy Specialist

### Job Description

Create and maintain a safe and stimulating environment for young children (ages 0-5). Teach early childhood education classes for ages 0-5. Provide information to parents regarding child development. Work in a family-centered program and center your duties on the needs of the families

#### Minimum Qualifications

Bachelor's Degree in Education or related field. Experience in early childhood education

#### Job Functions:

Create a classroom environment conducive to learning and appropriate to the physical, social, and emotional development of students with an emphasis on language development and emergent literacy skills. Provide for the screening and preparation of children to fully participate in program services. Establish instructional programs based on scientifically based reading research. Must demonstrate the ability to support the social and emotional development of children. Provide activities and opportunities that encourage curiosity, exploration, and problem-solving appropriate to the development levels of the children. Model developmentally appropriate activities and positive behavior management techniques through daily contact with children and early childhood staff in the classroom. Select books, equipment and other instructional materials appropriate for the early childhood program. Include materials and experiences in the classroom that are culturally appropriate and represent diversity. Maintain attendance records of children participating in the Early Childhood Program. Lead regularly scheduled Early Childhood team meetings. Participate in team planning sessions with all project staff to ensure well-coordinated and effective delivery of project services to meet program objectives. Work cooperatively and effectively as a team member by communicating and contributing information on a continuous basis. Work with the Family Education Coordinator to facilitate parent and child interactive literacy activities. Work with the Family Education Coordinator to provide special training of instructional assistants to develop the skills to work with parents of young children in the full range of instructional services. Conduct and supervise the completion of pre and post assessments for children. Develop and facilitate child development instruction for parents. Design and facilitate interactive parent and child literacy activities. Maintain open, friendly, and cooperative relationship with each child's family and encourages their involvement in the program. Continue professional development through attending workshops, conferences and other staff development. Maintain up to date knowledge of current child development practices. Demonstrate behavior that is professional, ethical, and responsible. Perform other duties and responsibilities as assigned.

## **Exhibit A:**

### **Scope of Work**

The Southwest Maricopa Regional Partnership Council (RPC) has identified the need to expand/enhance family resource centers to provide families with access to the information and support necessary to strengthen family and community life, enhance the healthy growth and development of children, parenting education, early literacy development, social support opportunities and access to additional community resources.

Southwest Maricopa Regional Partnership Council serves the areas of Avondale, Buckeye, Goodyear, Litchfield Park, Tolleson and Gila Bend (including zip codes 85323, 85329, 85351, 85353, 85337, 85338, 85340, 85326, 85396, 85309, 85354, 85343, 85322, 85395, 85392, deducting the portion of the Tohono O'odham Tribe in the regional area and deducting the portion of the Gila River Indian Community in the Southwest Maricopa Regional area). The intended target population of this funding opportunity is families with children birth through five years who reside or receive services within the regional boundaries with the exception of Buckeye and west of it as a separate agreement will implemented for those areas. Grantee should demonstrate how implementation of this strategy targets expansion of resources to rural and underserved communities within the region, but also allows for the development of new services.

A needs and assets assessment of the region has shown that there is a lack of family access to services, particularly services to families in rural areas. Furthermore, there are very few parenting classes available to new parents and a lack of coordination among service providers in the area to offer a comprehensive network of support services to families. The region has a high rate of teen pregnancy but families in general lack awareness of family support resources available in each region or community.

General literature on family resource centers shows that there are many different strategies to support families in a family resource center model. This evidence-based approach has promising implication for the family strengthening field and positive outcomes for families. A family resource center is a vehicle for engaging local community organizations and local government in the identification and resolution of community concerns. These family resource centers are to be a place in a neighborhood that anyone can enter (a child, a teen mother, a neighbor, a senior citizen, a father) to access social, educational, and health services, and family support. Successful parent education programs help parents acquire and internalize parenting and problem-solving skills necessary to build a healthy family. Effective parenting education develops nurturing and attachment, knowledge of parenting and of child development, parental resilience, and social connections and support for parents. Research suggests that improving fundamental parenting practices reduces the likelihood of problem behaviors in children. It has been shown that parent-child relationships can be enhanced through parent training and family strengthening programs.

### **Implementation Requirements:**

The Resource Center Program is designed to address these specific Goals and Key Measures:

#### **First Things First Goal Area to be addressed:**

- Family Support

**First Things First Goal to be addressed:**

- First Things First will coordinate and integrate with existing education and information systems to expand families' access to high quality, diverse and relevant information and resources to support their child's optimal development.
- First Things First will increase the availability, quality and diversity of relevant resources that support language and literacy development for young children and their families.

**First Things First Key Measures to be addressed:**

- Percentage of families with children birth through age five who report they are competent and confident about their ability to support their child's safety, health, and well-being
- Percentage of families who report they are satisfied with the level of coordination and community among agencies serving their children
- Percentage of families of children birth through age five who report they maintain language and literacy rich home environments (e.g. children hear language throughout the day, children have opportunities for listening and talking with family members, books and other literacy tools and materials are available and accessible to children)

As part of successful program implementation, the Grantee will expand/enhance family resource centers to provide families with access to the information and support necessary to strengthen family and community life, and enhance the healthy growth and development of children. The family resource centers are asked to provide parenting education targeting pregnant or parenting teens. The Council feels that these services are highly necessary given that the region has a high rate of teen pregnancy. Approximately one out of 10 children in the region in 2006 were born to mothers aged 19 years or younger, with Gila Bend reporting 19 percent of children born to teen mothers, which is higher than the state average of 12 percent.

Strategies should offer all families access to information and resources through the development or expansion of family resource centers as well as provide linkages and referrals to other community and social services that meet the needs of the families. Resource centers may be diverse in size and services provided, however, all will be located in areas where families routinely congregate and all will provide parenting education, early literacy development, social support opportunities, and access to local community resources. The resource centers should reflect the social and cultural characteristics of the community as well as the age and needs of the participants.

The Regional Partnership Council has targeted two geographic areas with this Grant Agreement; Avondale to be the main hub for the surrounding population with a subcontract to serve the Town of Gila Bend. The Regional Council has identified a partnership with the City of Avondale through its partnership with Care 1<sup>st</sup> in developing a family resource center. The City of Avondale will collaborate with regional Arizona Department of Economic Security (DES)/Arizona Division of Developmental Disabilities (DDD) offices. Both the City of Avondale and City of Goodyear are developing new library centers; this will expand the opportunities to collaborate in early literacy development programs as well. Grantee shall coordinate and align the programming across the community with the other community organizations providing services.

The Grantee may incorporate parent education programs, early language and literacy as well as community food assistance as part of the Family Resource Center. If these strategies are to be implemented, the Grantee is encouraged to refer to Community-Based Family Education (Exhibit B), Early Literacy (Exhibit C), and Food Assistance (Exhibit D), First Things First Arizona Parent Kit Standards of Practice (Exhibit E), Performance Measures (Exhibit F). Upon final signed agreement, the Family Resource Center staff will be provided with and will be required to utilize The Arizona Parents Kit while assisting families with young children.

The Grantee must develop plans for recruitment and outreach to families and the community as well as plans to encourage family and community involvement in continuous ongoing program development, which should be included in the Implementation Plan.

Coordination and collaboration with all FTF grantees is critical to developing a seamless service delivery system for children and families. Services and programs cannot be implemented in isolation and coordination and collaboration must occur within a region and across regions. FTF staff and Regional Councils will identify opportunities for collaboration and coordination with grantee of First Things First. Grantee will be required to attend meetings and workgroups in the region being served to identify, develop and implement mechanisms around coordination and collaboration. Grantee will also be required to share data with First Things First and the Regional Partnership Council that will be used for cross-regional analysis. Grantee will also participate in cross-regional and statewide work that may include additional workgroups and meetings. In order to accomplish these tasks, grantee should plan the appropriate budget that would include travel for monthly meetings within the regional area, four cross-regional meetings/workgroups held in various locations, and one statewide meeting to be held in Phoenix, Arizona. All travel related costs for these trainings and meetings should be included in the applicant's budget and calculated using the State of Arizona travel policy as described on the budget narrative worksheet.

A total of approximately \$287,981 is available for the contracted Family Resource Centers with an estimated agreement to provide up to \$75,000 of the total award to be used to provide services to Gila Bend. Allowable costs for implementation of this strategy may include staffing and outreach materials.

Grantee must develop a plan for evaluation to demonstrate program effectiveness and impact. Programs must plan for a pre/post survey of parents to show changes in parental knowledge and skills and parent satisfaction as well as developing data collection and reporting to track family utilization of the resource centers who have children ages birth through five.

## **Exhibit B:**

### **First Things First Community-Based Family Education Programs Standards of Practice**

Community-based family education programs work to enable families to build on their own strengths and capacities to promote the healthy development of children. Successful family education programs help parents acquire and internalize parenting and problem-solving skills necessary to build a healthy family. Effective parenting education develops nurturing and attachment, knowledge of parenting and of child development, parental resilience, and social connections and supports for parents. Research suggests that improving fundamental parenting practices reduces the likelihood of problem behaviors in children. It has been shown that parent-child relationships can be enhanced through parent training and family strengthening programs.

While these programs come in different forms, they have a common goal of increasing the level of family functioning and promoting healthy child development. Programs are embedded in their communities and contribute to the community building process. Parents should be able to access educational information in their community on a variety of child development topics. Information about where and when parenting education programs are available needs to be easily accessible by all interested persons.

Based upon Building Bright Futures, regional needs and assets reports, and preliminary information from the Family and Community Survey, we know that Arizona's parents and families with young children need information on child development; to develop parenting skills; and have access to resources. For those who do not qualify or choose to participate in a home visitation program, community-based family education programs serve as another opportunity for Arizona's parents and families to access education, information and resources.

While each First Things First funded community-based family education program may be uniquely designed, they all have a valuable role to play in meeting the complex needs of families and communities across the State of Arizona. First Things First focuses on programs and services that provide children with the best opportunities for school and life success. Funding decisions are based upon a robust process of review to ensure programs are supported by research, value the family and use approaches considered best practices, which are responsive to the needs, identified in a specific Region. First Things First funded programs shall supplement, not supplant, other state expenditures on, and federal monies received for early childhood development and health programs.

As stated in the Scope of Work, it is expected that community-based family education programs funded by First Things First will be comprehensive for the families they serve. Using a family-centered and strengths-based approach, these programs will:

1. Provide resource and referral information (e.g. where to access regular developmental screenings).
2. Each family must receive information and support in each of the core areas: child development, parenting skills and resource and referral.
  - All domains of child development (physical, cognitive, social, emotional, language, sensory)

- Appropriate child-adult interactions and development of parenting skills (i.e. physical touch, showing affection, spending time together, positive discipline, parental monitoring, early reading and language experiences and communication)
- Resource and Referral Information-Identify supports and services available to families with young children, for example, health (e.g. nutrition; obesity; breastfeeding; physical activity; immunizations; oral health; insurance enrollment; participation in consistent medical/dental homes; participation in prenatal care; safety; developmental health, vision and hearing screening)

**Programs may also help families:**

- Identify their natural supports such as peer support.
- Access opportunities to participate in family literacy activities.

When implementing the Scope of Work, programs will:

1. Provide services to families that are based upon a culture of trust and respect
  - A. Create a family-centered environment.
    - a. Staff are from the community and have extensive knowledge of community resources
    - b. Structure activities compatible with the family's availability and accessibility
    - c. Demonstrate genuine interest in and concern for families
  - B. Clearly define program objectives with the families upon enrollment: understanding what the program will accomplish helps families become fully engaged in program services.
  - C. Create opportunities for formal and informal feedback and act upon it; ensure that input shapes decision-making.
  - D. Encourage open, honest communication.
  - E. Maintain confidentiality, being respectful of family members and protective of their legal rights.
2. Support the growth and development of all family members; encourage families to be resources for themselves and others.
  - A. Encourage family members to build upon their strengths.
  - B. Publicity/outreach, literature and staff training reflect the commitment to effectively serve fathers
  - C. Help families identify & acknowledge informal networks of support and community resources
  - D. Create opportunities to enhance parent-child and peer relationships

3. Affirm, strengthen and promote families' cultural, racial and linguistic identities and enhance their ability to function in a multicultural society
  - A. Create opportunities for families of different backgrounds to identify areas of common ground and to accept and value differences between them
  - B. Strengthen parent and staff skills to advocate for themselves within institutions and agencies.
  - C. Hire staff who reflect the cultural and ethnic experiences and language of the families with whom they work and integrate their expertise into the entire program
  - D. Provide ongoing staff development on diversity issues
4. Programs are flexible and continually responsive to emerging family and community issues.
  - A. Be accessible for families.
  - B. Ensure a manageable classroom size and appropriate staffing patterns. Calculate classroom size and staffing patterns based upon:
    - i. Space, square footage. For adult-only sessions, there will be a maximum of 25 participants.
    - ii. Number of sessions held for families throughout a calendar week
    - iii. Program model. For example, for play groups that involve both adults and children, staffing patterns must demonstrate appropriate staff to family ratios (lead instructor and two teachers for eight families with two year olds – while adults receive information from lead instructor, teachers will maintain a 1:4 ratio with the children).
  - C. Engage families as partners to ensure that the program is beneficial. Families have regular input and feedback in programmatic planning to meet their needs.
  - D. Develop a collaborative, coordinated response to community needs.
5. Community-based programs provide ongoing staff development/training to ensure program quality and give staff an opportunity to develop professionally.
  - A. Assess staff skills and abilities. They must be able to engage families while keeping a professional rapport.
  - B. Provide ongoing staff development/training on the Standards of Practice principles.
  - C. Supervisors should work with staff to prepare professional development plans.
6. All Standards of Practice are modeled in all activities including planning, governance, and administration.
  - A. The length of employment and experience/education are reflective of high quality staff. Staff are required to have a minimum of a Bachelors degree in early childhood development, education, family studies or a closely related field; or staff is extensively

trained and can demonstrate competency in service provision (programs must provide documentation). Supervisors must also meet or exceed this degree requirement with at least two years of program management experience. If programs experience hardship in recruitment efforts, they must notify and consult with First Things First.

- B. Establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.
- C. Establish supervision as a collaborative process with mechanisms that support staff in difficult situations and provides regular discussion to reflect and debrief. Supervision will also include observation. It is important that supervisors spend time with staff as they provide education sessions to families to have a sense of how the service is being delivered. This will help supervisors and staff to identify coaching and mentoring opportunities.
- D. All staff work as a team, modeling respectful relationships of equality.
- E. Build a team of staff who is consistent with program goals, whose top priority is the well-being of families and children.
- F. Evaluation and monitoring is a collaborative, ongoing process that includes input from staff, families, program administrators, and community members.
  - i. Activities, as identified by First Things First, include pre and post testing, self-assessment and opportunities for feedback
  - ii. Identify outreach, engagement and retention practices
  - iii. Must demonstrate program effectiveness mechanism. Programs must participate in data collection and reporting of performance measures.

#### 7. Parenting Skills Education:

- A. The intent of this funding opportunity is to expand or establish community-based parenting education programs. Community-based parenting education programs funded under this Request for Grant Applications must propose to offer a comprehensive education program to the families they serve. Using a family-centered and strengths-based approach, programs will:
  - i. Provide participating families with information and support in all domains of child development (physical, cognitive, social, emotional, language, and sensory)
  - ii. Foster appropriate child-adult interactions and development of parenting skills (i.e. physical touch, showing affection, spending time together, positive discipline, parental monitoring, early reading and language experiences and communication)
  - iii. Identify outreach, engagement, and retention practices for participants/families.
  - iv. Demonstrate program effectiveness and participate in data collection and reporting of performance measures. Pre and post testing must be administered.
  - v. Provide information and support in each of the following core areas: child development, parenting skills and resource and referral.
    - All domains of **child development** will be covered including: physical, cognitive, social, emotional, language, and sensory.

- Development of **parenting skills** will include appropriate child-adult interactions as well as: physical touch, showing affection, spending time together, positive discipline, parental monitoring, early reading and language experiences and communication.
- Provide **resource and referral** information, for example where to access regular developmental screenings.

Grantee is required to identify the curriculum that will be used for the proposed program as well as describe staff qualifications, supervision, and training that will support the successful implementation of the curriculum. Preference will be given to approaches that are research-based and to applicants who can demonstrate positive outcomes for the target population.

## **Exhibit C:**

### **Community Based First Things First Early Literacy Standards of Practice**

Effective literacy development programs understand the parent's literacy history and strengths and reinforce their knowledge and skills as well as provide an opportunity for adults and children to reflect on literacy practices in their daily lives. Programs should contain an educational component, which formally or informally affects the child's literacy or development. Programs should also consider the family's socio-cultural context including children's experiences with the world, which greatly influences their ability to comprehend what they read.

Expand the capacity of early language and literacy programs to provide supports and services to young children and their families. Model strategies support serving the needs and concerns of the family rather than serving individual family members in isolation.

- ✓ Provide training for parents that will assist them in improving the skills needed to be their child's first teacher.
- ✓ Provide age-appropriate education to prepare children for success in school and life.
- ✓ Curriculum is adapted and accommodations made for children and adults to meet the range of individual / special needs.
- ✓ Provide "family- friendly" community sites that offer family literacy and parenting education to enable adults to attain proficiency in basic skills.
- ✓ Provide an educational component for the adult, such as adult education or English-acquisition.
  
- Grantee will be required to identify approaches that build upon current efforts in the region and demonstrate evidence of their effectiveness in carrying out the approaches.
- Applicants must demonstrate their outreach efforts can reach families with children including linguistically or socially isolated families or families with educational attainment needs.
- The Family Literacy model must include:
  - ✓ Parent support and education that shows parents how to be the first teachers for their children and how to be full partners in their children's education.
  - ✓ Adult education component which addresses parent literacy training (reading, math and language skills) leading to educational and personal achievement goals for adults.
  - ✓ Young children have age-appropriate education.
  - ✓ Parent and Child together time which allows for interactive literacy activities between parents and their children.

#### **Implementation Considerations:**

- Implementation Plan needs to address: outreach and recruitment, collaborator's roles and responsibilities, family engagement and retention.
- Preference considerations should be given to programs demonstrating research-based approaches and those programs that have shown success in delivery of services.
- Grantee must show staff qualifications, supervision and training that will support the successful implementation of the research-based model.
- Grantee must consider how they will collect evaluation results and report to FTF.

The curriculum utilized must be evidence/research-based and founded on proven literacy development practices in addition to being culturally and linguistically relevant to the community served. Evidence-based research identifies key components of early literacy curricula, which include:

- Oral language: Fostering vocabulary and listening comprehension, expressive and receptive language
- Alphabetic Code: Developing alphabet knowledge, and phonological/ phonemic awareness, which is the ability to discriminate sounds in words, invented spelling
- Print knowledge: Understanding environmental print and concepts about print

Some examples of best practice models include The “Parent-Child Home Program”, The (HIPPO) “Home Instruction for Parents of Preschool Youngsters” Model, and the Even Start Family Literacy Program. Examples of programs based on change theory/research/evidence, but not given the “best practice” identification include The “Raising a Reader” Program, the “Reach Out and Read” Program, “Reading Is Fundamental”, “Once upon a Time—Together”, and “Reading Rockets”.

It is important that programs provide accommodations and adaptations for children and adults with special needs or disabilities and recognize oral language as the foundation for literacy development. Family participation in family literacy services will be voluntary and must be provided free of charge to the family.

## **Exhibit D:**

### **First Things First Food Assistance Standards of Practice**

First Things First has determined that it wishes to address food insecurity among families with children ages birth through five. Research has shown that even moderate under-nutrition, the type seen most frequently in the United States, can have lasting effects on the brain development of children. According to the Center on Hunger and Poverty, inadequate nutrition is a major cause of impaired cognitive development, and is associated with increased educational failure among impoverished children.

In Arizona, 15 percent of families report that their children skipped meals because there was not enough money for food. Twenty-eight percent of the families within the past year had to choose between buying food and paying for medical care. Forty-one percent of the families within the past year had to choose between buying food and paying for utilities.

Demand for emergency food assistance is growing during these tough economic times. Many food banks are reporting that an increasing number of middle-income families are seeking food assistance for their families as the economy becomes increasingly unstable and job loss grows. The demand for such assistance is not keeping pace with the growing demand. In 2007, more than 1,250 food banks, pantries and other agencies provided first-line defenses against hunger for Arizona's children, yet 36 percent of pantry programs reported lack of food as the most frequent reason for having to turn families away. According to the Arizona Association of Food banks, demand for emergency food boxes grew by over 40 percent in the last quarter of 2008 from the previous year.

While some people receiving food boxes might also be receiving resources from Food Stamps or WIC, it is recognized that the amount of food available through these existing programs is inadequate to meet the needs of children and families. In addition, we recognize that many middle class families are struggling in today's economy, and food boxes may be needed by many more families than those typically served by providers serving low-income families.

Expanded provision of emergency food boxes for families of children ages birth through five are one such strategy. These include, but are not limited to the following:

- Distribution of a supplemental food packages for children ages birth through five to accompany existing food box distribution to families of children ages birth through five
- Bulk purchases of food products or products such as diapers that can be distributed to families through existing distribution efforts, such as provision of emergency food boxes
- Expansion of voucher programs that enable families with children ages birth through five to purchase nutritious food
- Distribution of infant boxes containing formula, diapers, infant food, or other such commodities to families with young children

The purchase of non-food related items typically included in food boxes for families of children ages birth through five will also be considered. This includes the purchase of diapers, diaper ointment, diaper wipes, and baby formula.

## **Exhibit E**

### **First Things First Arizona Parent Kits Standards of Practice**

National data “provides evidence for the effectiveness of the kit in diverse community contexts. Knowledge gains in this study compared favorably with results from other studies. The kit also affected important parenting practices.”

- Parents were more likely to put babies to sleep on their backs to minimize the chances of Sudden Infant Death Syndrome
- Increased the incidence and duration of breastfeeding.
- Increased the rate of reading to babies
- Increased the amount of time adults played with their babies.
- Produced more appropriate methods of dealing with infant behavior
- Increased the correct use of car seats

#### **Strategies:**

##### **Statewide distribution of the Arizona Parent Kit**

##### **Supporting use of the Arizona Parent Kit through family support programs**

- The kit is an adaptation of the California Parents Kit, developed and evaluated by the University of California, Berkeley, School of Public Health Kit contents include:
  - a. 6 videos/DVDs on prenatal care, child health and nutrition, child development, safety, quality child care, early literacy, and discipline
  - b. 80-page Arizona Parents Guide: a resource guide for families to accompany the videos/DVDs
  - c. A chubby picture book for parents to read to their baby

#### **Activities and Tasks:**

For programs supporting use of the kit:

1. Staff should be familiar with the kit’s contents prior to incorporating into their regular practice. Through the RFGA process, the scope of work can dictate how programs will monitor and document this activity or ask for applicants to provide a plan. (e.g. staff view each video and read the guide independently, in small study groups or during staff meetings). These activities should be documented.
2. While assessing the families’ status or working with families, staff can ask the following questions:
  - Where did you deliver the baby? (name of hospital, regional medical, birthing center or other)
  - Were you offered a kit? If yes – have you taken a look at any of the contents? Let’s take a look at what’s inside – explore the contents with the family to familiarize them  
If no – record in regular reporting to First Things First.
  - Practitioners can encourage a family to return to their birthing hospital to obtain the kit or they may loan a kit to a family
3. While working directly with families or through an assessment process, staff may identify topics or emergent areas of need for a family. Encourage parents/adult primary caregivers to view a particular video or section of the guide.

**Evaluation:**

- # of families showing increases in knowledge and skill after receiving kit /actual service # *(FTF provided questions on an observational pre/post)*
- # of families reporting satisfaction with kit assistance /actual service #
- # of kits distributed by location / proposed service #
- # of kits supported by visit or coaching /proposed service #
  
- During a home visit, staff may choose to highlight a particular excerpt and have the family reflect thoughts and feelings. Based upon this information and reflection, staff may suggest activities that can be easily incorporated into the family's daily schedule or routine to best support their child's development.
- Staff can also encourage families to refer to the guide for information and resources.
- Staff can also use the videos and guide to inform their work with families (e.g. refer to the guide for other local resources, supports or services).
- Grantees or contractors must participate in evaluation and monitoring activities to demonstrate effectiveness and provide data on performance measures.

## **Exhibit F**

### **Performance Measures**

Evaluation should be directly connected to the Goals, Key Measures, and the Performance Measures and should determine the extent to which the program has accomplished the stated goals and key measures. The evaluation should also measure program fidelity by assessing which activities were implemented and the quality, strengths and weaknesses of the implementation. Successful Applicants agree to participate in the First Things First evaluation and will meet the requirements of the evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission (through the First Things First secure web portal) of performance measures and other evaluation data as proposed by the Applicant in this Request for Grant Application.

Performance measure data must be submitted in its raw form (e.g. number of children served/proposed service number= 52 actual children served/50 proposed service number). Successful Applicants are also required to collaborate with the First Things First longitudinal evaluation. The provider must participate in child assessment activities associated with the longitudinal evaluation including tracking and reporting to First Things First data pertaining to participant attendance, enrollment, and demographic information, all of which must be maintained in a secure and anonymous manner. In addition, Applicants agree to allow First Things First and evaluation consultants of First Things First to observe program activities on site and obtaining parent consent for data collection related to evaluation efforts.

Performance Measures are defined by First Things First to determine the key impacts of the strategies, programs and approaches being implemented. Applicants are expected to collect and report data to First Things First on the progress of achieving the Performance Measures. Performance Measures for purposes of this RFGA are as follows:

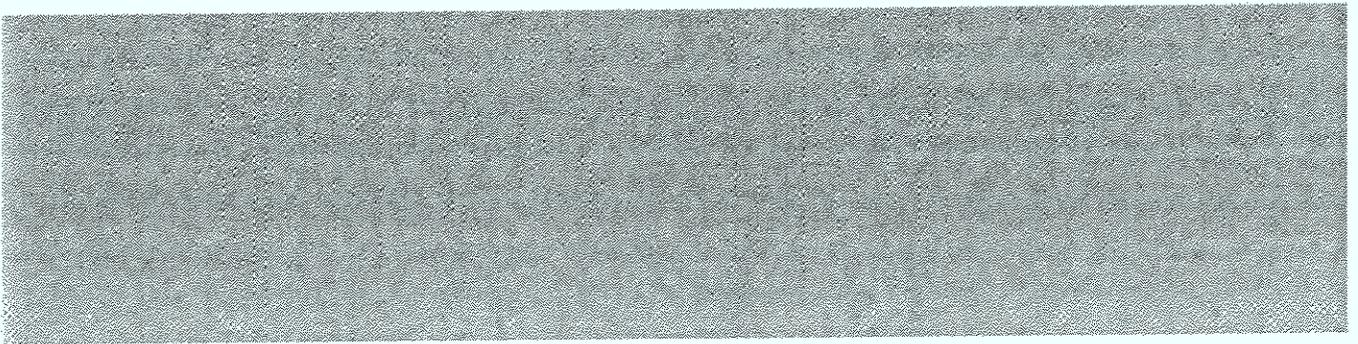
#### **Performance Measures**

- Number of families receiving counseling/support/education services/proposed service number
- Number of families recruited to participate/families participating
- Family attrition
- Counselor/staff attrition
- Number of families who successfully meet family service plan outcomes/actual service number
- Number of families reported satisfaction with provided services/actual service number
- Number of families showing increases in parenting knowledge and skill after receiving services/actual service number-using pre/post measure aligned with research based program requirements
- Total number of children served/proposed service number
- Number of families who report an increase in reading to their child in pre-post test (minimum questions provided by First Things First staff)/actual service number
- Number of families who report use of family centered practices (minimum questions provided by First Things First staff)/actual service number

- Total number of teen parents showing increases in parenting knowledge and skills
- Total number of parents receiving early literacy development skills
- Percentage of families with children birth through five years of age who report that they are satisfied with the accessibility of information and resources on child development and health
- Total number of community based education programs/ proposed service number.
- Total number and percentage of families utilizing community resource centers/ proposed service number

**Exhibit G**  
**FTF Brand and Style Guide**

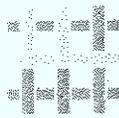
See following pages.





The First Things First logo (or Regional Partnership Council logo) is an important asset which must be presented with consistency. It must always appear as defined in these logo usage guidelines. Please do not attempt to redraw the logo, or distort any element within its presentation.

To ensure First Things First branding – any and all program materials that are either partially or fully funded by FTF must include the First Things First logo. If a partner organization's logo must also appear on materials, the size and placement of the First Things First logo must be comparable to the partner organization's brand/logo.



# FIRST THINGS FIRST

Ideally the logo should be used on a white background for maximum impact and clarity. The logo will have a minimum of 1x-height white space around it.



1. The First Things First logo is the ONLY logo that can appear on official letters.
2. Logos can only be used in the colors specified or black.
3. The logo must always be represented as a whole image.
4. If you choose to resize the logo, please keep the original proportions.
5. For engraving or reversing the logo, please request a special use logo by contacting First Things First Communications at 602.771.6062 or email us at [communications@azfff.gov](mailto:communications@azfff.gov).

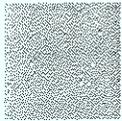
*Image Resizing Hint: Be sure to resize from the corner and hold down your Shift key. This will ensure that the image resizes proportionately.*



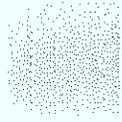
Primary Colors



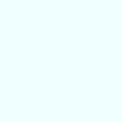
Pantone  
7462



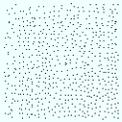
Pantone  
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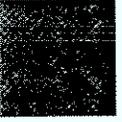
Pantone  
2985



Pantone  
381



Pantone  
143



Pantone  
4545

Support Colors

CMYK / RGB / Web

100/45/6/27	7/83/16/23	60/0/4/0	23/0/89/0	0/32/86/0	3/5/25/5	0/0/0/0
0/90/139	168/64/105	91/198/232	201/221/3	238/175/48	220/214/178	0/0/0
#005A8B	#A84069	#5BC6E8	#C9DD03	#EEAF30	#DCD6B2	#000000

.TIF files

Should be used in documents that will be printed because they have a higher resolution. This means that they won't print "fuzzy"

.EPS files

are typically used by designers because they are vector art — the cleanest versions of the logos. However, not all machines can interpret these logos unless they have proper software installed.

.GIF files

are always low-resolution and should only be used for Web sites and email.

.JPG files

can be either high resolution or low resolution for web use.

\$1 per week – Provides seven children with teeth varnishing to prevent cavities and increase the ability to concentrate and learn in school.

\$1 per week – Provides two Boys and Girls Club Membership for a youth whose family cannot afford to pay.

\$1 per week – Provides 312 meals through purchasing power of food banks.

\$2 per week – Provides four children with School Readiness Kits allowing them the resources to prepare for school.

\$2 per week – Provides bus passes for three youth or adults participating in education and employment activities.

\$2 per week – Provides seven individuals with ID's or birth certificates that allow them to apply for benefits, employment, school, etc.

**CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
TEEN OUTREACH PREGNANCY SERVICES**

THIS CONTRACTOR AGREEMENT (this "Agreement") is made as of January 11, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Teen Outreach Pregnancy Services, an Arizona non-profit corporation (the "Contractor").

RECITALS

A. The City applied for and was awarded funding (the "Grant") from the Early Childhood Development and Health Board a/k/a First Things First Southwest Maricopa Regional Partnership Council, an Arizona governmental agency ("FTF") for funding to expand, enhance and supplement community services already provided by engaging a qualified contractor for parenting education and resource coordination services to the Town of Gila Bend (the "Services").

C. Pursuant to the terms of the Grant, the City issued a Request for Proposals "Request for Proposals for Parenting Education and Resource Coordination" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from qualified to provide the Services.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City and the Contractor desire to enter into an Agreement for the Contractor to provide the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2010 (the "Initial Term"). This Agreement may be renewed for up to 4 additional one-year terms (each a "Renewal Term") if deemed in the best interests of the City and subject to availability and appropriation of funds for renewal in each subsequent year. Such renewal shall occur upon the City's written notice to the Contractor given not later than 30 days prior to the end of the then - current term. The Initial Term and any Renewal Terms are collectively referred to as the "Term". Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Contractor a price not to exceed \$75,000.00 for the Services at the rates as set forth in the Budget Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Contractor quarterly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

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

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

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

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

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees,

agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

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

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

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

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

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

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

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

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

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

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

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

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

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

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

#### 11.2 Required Insurance Coverage.

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

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

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work

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

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

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

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

13. Termination; Cancellation.

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

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

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

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

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

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

14. Miscellaneous.

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

14.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and

future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration (“OSHA”) standards.

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

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

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

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

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

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

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



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

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

14.16 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 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 (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential.

For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does 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 City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

**“Contractor”**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

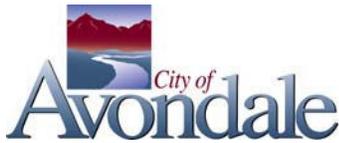
Its: \_\_\_\_\_



EXHIBIT A  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
TEEN OUTREACH PREGNANCY SERVICES

[RFP]

See following pages.



**REQUEST FOR PROPOSALS  
FOR  
PARENTING EDUCATION AND RESOURCE COORDINATION SERVICES**

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **NFS 10-018**

Solicitation Title: **Parenting Education and Resource Coordination Services**

Release Date: **November 6, 2009**

**NON-MANDATORY**

Pre-Submittal Conference: **November 12, 2009**  
**9:00 a.m.** (local time, Phoenix, Arizona)  
Avondale Civic Center, City Council Chambers  
11465 West Civic Center Drive  
Avondale, Arizona 85323

Final Date for Inquiries: **November 19, 2009**

Due Date and Time: **November 30, 2009**  
**3:00 p.m.** (local time, Phoenix, Arizona)

Target City Council Award Date: **January 4, 2009**

City Representatives: **Chris Lopez**      **clopez@avondale.org**  
**623-333-2719**  
**Loretta Browning**      **lbrowning@avondale.org**  
**623-333-2029**

**\*\*The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

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**SECTION A**

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**I. RFP PROCESS; AWARD OF AGREEMENT**

1. Purpose. The City of Avondale (the “City”) is issuing this Request for Proposals (this “RFP”) seeking proposals from qualified non-profit agencies or organizations (an “Agency”) to provide parenting education and resource coordination to the Town of Gila Bend (the “Program”), as more particularly described in the Scope of Work, attached to the sample Contractor Agreement as Exhibit C (the “Services”). In accordance with the City’s Procurement Code, the City will accept competitive sealed proposals (“Proposals”) for the Services specified in the Scope of Work in the Contractor Agreement, and incorporated herein by reference.

2. Background. Funding for the Program is provided through a grant provided by First Things First Southwest Maricopa Regional Partnership Council. At the request of the First Things First Southwest Regional Council, First Things First offered the City’s Neighborhood and Family Services Department the opportunity to receive a noncompetitive grant in the amount of up to \$75,000.000 to secure a qualified agency to provide parenting education and resource coordination services at the Gila Bend Senior Center to residents of the Town of Gila Bend. The proposed Program will address the Regional Council’s goal of expanding and enhancing family resource centers to offer comprehensive services including parenting education, early literacy development, social support opportunities and access to community resources. The purpose of the First Things First program is to enable families to build on their own strengths and capacities to promote the healthy development of children. This Program will target families with children aged birth to five years and will specifically target pregnant and parenting teens. It is expected that community-based family education Program funded by First Things First will be comprehensive for the families they serve while using a family-centered and strengths-based approach. The selected Program will provide Services to a minimum of 40 families residing in the Town of Gila Bend, Arizona.

3. Preparation/Submission of Proposal. Interested parties are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

3.1 Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

- a. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.
- b. Vendor has a past record of not fulfilling contractual obligations.
- c. Vendor cannot demonstrate financial stability.

d. Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

3.2 Submittal Quantities. Interested parties must submit **one (1) original and seven (7) copies (eight (8) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

3.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Agency. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Agency shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt**. Failure to adhere to the page limit and size criteria and font shall size result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

3.4 Agency's Responsibilities. Responding Agencies shall (a) examine the entire RFP, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Proposal and (d) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. Agencies submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

3.5 Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **Parenting Education and Resource Coordination (NFS 10-018)**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposal s not properly addressed or identified.

3.6 Pricing. The Agency shall submit the same number of copies of the Pricing as described in Section I, 3.2 in a separate, sealed envelope enclosed with the Agency's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work described in the Contractor Agreement in Exhibit C.

3.7 Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered

to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

3.8 Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

3.9 Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **60** days after the Due Date and Time of this RFP.

3.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, an Agency (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Deadline.

4. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Agency is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

5. Inquiries.

5.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the final date for inquiries indicated on the cover page of this RFP or submitted verbally at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries indicated on the cover page of this RFP, the Agency shall submit the question(s) via e-mail to one of the City Representatives. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Agency shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the RFP's Due Date and Time.

5.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFP.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Agency provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

9. Confidential Information. If an Agency believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Agency as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Agency in writing of such determination.

10. Agency Licensing and Registration. Prior to the award of the Agreement, the successful Agency shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Agency shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Agency certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Agency's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for

questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.6 Contractor Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

## 12. Award of Agreement.

12.1 A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Agency and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Agency whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the scoring criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the city shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Agency, the successful Proposal and the scoring documentation shall be open for public inspection.

Unless the Proposal states otherwise, or unless provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

The selected Agency will be required to execute the City's standard Contractor Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Agency, the City may then negotiate with the second, then third, highest-scoring Agency until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals or portions thereof and (iii) reissue an RFP.

12.3 Protests. Any Agency may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Agency's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Agency has signed, and the City has approved, a Contractor Agreement between the City and the Agency in the form acceptable to the City Attorney. A sample Professional Service Agreement is included herein.

## II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

### **Section 1: General Information 10 pts**

- a. One page cover letter as described in Section I, 3.3
- b. Provide identification information of the Agency, including legal name, address, identification number and legal form of the Agency (e.g., partnership, corporation, joint venture, sole proprietorship) and verification of non-profit federal tax status. If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Agency is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- c. Identify the location of the Agency's principal office and the local work office, if different.
- d. Provide a general description of the Agency that is proposing to provide the Services, including years in business. Describe the Agency's organizational maturity, objectives and plans for expansion.
- g. Vendor Information Form (may be attached as separate appendix).

### **Section 2: Experience; References 30 pts**

- a. Provide a detailed description of the Agency's experience in providing similar Services or Programs to municipalities or other entities of a similar size to the City.

b. Provide a list of at least three (3) organizations of a similar size or similar operation to the City in which similar services have been provided. This list shall include, at a minimum, the following:

- (i) Name of company or organization.
- (ii) Contact name.
- (iii) Contract address, telephone number and e-mail address.
- (iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

c. Demonstrate the Agency has sufficient staff resources and expertise to provide the Services. Provide an organizational chart showing proposed key personnel, including an identified project manager, to be involved in the Services provided. Attach a brief (two page maximum) resume for proposed key personnel. Specify level of participation, if any, in the projects identified Section 2.2(a), above. Resumes may be attached as a separate appendix.

d. Demonstrate fiscal responsibility by providing a recent (within 2 (two) years) annual audited financial statements. Illustrate the Agency's current and projected financial status. Include an income statement, balance sheet, cash flow statement, financial ratio analysis and three-year financial projections, including an explanation of projections (may be attached as separate appendix). No points will be awarded for this section if financial statements are not provided as part of the Proposal. The City reserves the right to consider other verifiable information bearing on the Agency's financial stability and strength.

**Section 4: Project Understanding and Approach**

**40 pts**

a. Provide a summary of the Agency's proposed services and its understanding of issues involved in providing the services as outlined in the Scope of Work in the Contractor Agreement.

b. Describe the Agency's proposed use of evidence-based program/curriculum.

c. Provide a detailed Implementation Plan (see Attachment 1 to Scope of Work).

d. Describe the Agency's strategies to meet the social and cultural needs of the target population.

e. Describe the strategies and objectives for outcome measurement.

**Section 6: Price/Budget**

**20 pts**

a. Provide a budget proposal to implement the Program and utilize the Program funds. A sample of the budget format is included in Exhibit D of the attached sample Contractor Agreement. Total funding for the Program is approximately \$75,000.00. It is expected that approximately 40 families will be assisted with the Program funds using either the 100% consumer-based program or the secondary approach with the City's prior approval.

b. The proposed budget and Pricing Schedule shall be submitted in a **separate, sealed envelope** enclosed with the Agency's submitted Proposal.

**Total Possible Points for Proposal:**

**100**

**III. VENDOR INFORMATION FORM**

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

---

\_\_\_\_\_  
AGENCY SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

---

EXHIBIT B  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
TEEN OUTREACH PREGNANCY SERVICES

[Contractor's Proposal]

See following pages.

**Teen Outreach Pregnancy Services  
NFS 10-018**

**Table of Contents**

**Section 1: Cover Letter.....1**

**Section 2: Experience; References.....2-3**

**Section 4: Project Understanding and Approach.....4-8**

**Attachment 1: Implementation Plan**

**Attachment 2: Vendor Information Form**

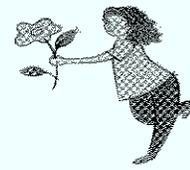
**Attachment 3: Organizational Chart**

**Attachment 4: Resumes (4 total)**

**Attachment 5: Financials (Profit and Loss Statement)**



Teen Outreach Pregnancy Services  
10875 N. 85<sup>th</sup> Ave. Ste 8, Peoria, AZ 85375  
Phone: 623-334-1501 Fax: 623-334-1503  
[www.teenoutreachaz.org](http://www.teenoutreachaz.org)



November 30, 2009

Chris Lopez  
City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

Re: NFS 10-018

Dear Mr. Lopez:

Teen Outreach Pregnancy Services (TOPS), a non-profit corporation, was founded in 2000 to address the unique needs of teens by providing education and support in a non-judgmental environment. Our mission is: *To provide teen specific pregnancy, childbirth and parenting educational support so the teen and her family can experience a positive outcome.* We are an innovative community-based, Nurse-managed health education program targeting birth outcomes and physical, emotional, and intellectual growth and development of children birth to age five.

The growth TOPS has experienced during its 9 years of operation has been phenomenal. TOPS has expanded now to three main offices: West Valley Maricopa, East Valley Maricopa and a Tucson office. While the Project Coordinator will be housed out of the TOPS West Valley office programming in connection to Gila Bend will take place at the Care 1<sup>st</sup> Avondale Resource Center at 328 W. Western Ave. Avondale (85323) and at the Gila Bend Senior Center (202 N. Euclid, Gila Bend, AZ 85337).

Funding from the City of Avondale will allow TOPS to establish services specifically in Gila Bend for the First Things First (FTF) Southwest Maricopa Regional Council. The program will serve up to 40 pregnant and parenting families, including pregnant adolescents ages 12-19. TOPS unique teaching techniques and community outreach models provide confidence of achieving the same positive effects in rural communities to all mothers and families as with the teen population.

TOPS combines 5 inter-related research-supported strategies: prenatal health education, case management with resource coordination for services, father and family involvement, and parenting education. These strategies enable the high-risk population of pregnant and parenting adolescents and their families to build on their own strengths to promote the healthy development of their children. TOPS has helped improve outcomes for over 2500 babies born to teens in Arizona, and we look forward to continuing our success by working with families in Gila Bend.

Sincerely,

A handwritten signature in cursive script that reads "Kelli Cordova-Wright".

Kelli Cordova-Wright, MSW  
Operations Director

**Section 2: Experience; References**

**a. & b. References and outcomes for programs similar in size and scope:**

**Nina Mason Pulliam Charitable Trust**

Harriet Ivey, President & CEO

Nina Mason Pulliam Charitable Trust

2201 E. Camelback Road, Suite 600B, Phoenix, AZ 85016

[hivey@nmpct.org](mailto:hivey@nmpct.org) (602) 955-3000

Funding from the Nina Mason Pulliam Charitable Trust was intended to expand operations throughout Maricopa County to reach up to 250 pregnant teens. Our goals are to have babies born full term and full birth weight, teen parents demonstrating an 80% or greater mastery of material, and breastfeeding rates greater than the State average of 78.6%.

During the last nine months, we have enrolled 164 participants in TOPS programming. TOPS is currently averaging 20 to 30 referrals per month and anticipates obtaining approximately 90 more referrals in the next three months, which puts us on track to reach our goal for this current funding cycle. Of the 38 deliveries in 2008, 88% were greater than 37 weeks gestation, and 78% were breastfeeding at time of discharge from the hospital. Teen participants attended 81% of classes, an average of 13 hours per teen; demonstrated an average increase in knowledge of 25%, with all scoring greater than 80% mastery of health knowledge; 100% of participants developed goals specific to their pregnancy, delivery, and parenting of their child; 100% of participants developed stated plans on how they will avoid a secondary pregnancy.

**First Things First North Pima County**

Erin Lyons, North Pima Regional Coordinator

First Things First

310 S. Williams Blvd., Suite 106, Tucson, AZ 85711

[elyons@azfff.gov](mailto:elyons@azfff.gov) (520) 628-6666

Teen Outreach Pregnancy Services was pleased to receive funding from First Things First to provide education and family support services to pregnant and parenting teens in North Pima County. Teen Outreach combines case management, prenatal health education, mentoring, peer support, father/family involvement, and parenting education to enable pregnant and parenting adolescents and their families to build on their own strengths and capacities to promote the healthy development of their children, ages 0-5. Teen Outreach is currently serving 15 pregnant and 3 parenting teens in the North Pima County Region. An additional 2 teens have begun but dropped out of the program, and one teen miscarried. This number of 21 parents already served meets our expectations for our ability to reach young parents in North Pima County within a relatively brief period of time and we are confident we will reach 50 teens served for this contract year.

Since receiving funding in April to provide services in North Pima County, we have had 3 births in the North Region: 100% of TOPS babies were born full-term (37 weeks or greater); Average birth weight was 6lbs 15oz (5.5 lbs is considered full weight); 2 of the 3 were breastfeeding at the time of their discharge from the hospital; and 95% of TOPS babies born in 2008 received timely well-baby care and immunizations (data not yet available for 2009).

**First Things First South Pima County**

Eleanor Droegemeier, South Pima Regional Coordinator

First Things First

310 S. Williams Blvd. #106, Tucson, AZ 85711

[edroegemeier@azfff.gov](mailto:edroegemeier@azfff.gov) (520)628-6689

Teen Outreach is currently serving 36 pregnant and 4 parenting teens in the South Pima County Region. An additional 5 teens have begun but dropped out of the program, and one teen miscarried. This number of 45 parents already served well exceeds our expectations for our ability to reach young parents in South Pima County within a relatively brief period of time and we are confident we will exceed 50 teens served for this contract year.

TOPS babies historically have positive birth and early childhood outcomes. Since receiving funding in April to provide services in South Pima County, we have had 4 births in the South Region: 100% of TOPS babies were born full-term (37 weeks or greater); Average birth weight was 7lbs 8oz (5.5 lbs is considered full weight); 100% were breastfeeding at the time of their discharge from the hospital; 95% of TOPS babies born in 2008 received timely well-baby care and immunizations (data not yet available for 2009).

**c. Agency staff resources and expertise:**

Teen Outreach Pregnancy Services Founder and Executive Director, Laura Pedersen, RN will oversee all administrative tasks of this project including hiring and training new program staff as in kind 1.0 FTE. During the start up phase of this project, Ms. Pedersen will follow specific plans similar to the start up process that was implemented in Central and West Maricopa County in 2007-2008. TOPS Operations Director, Kelli Cordova-Wright, MSW who joined TOPS in April 2008 and has been instrumental in TOPS expansion, will devote .20 FTE to this project as Project Coordinator.

Also needed for this project is one part-time RN Educator working at .15 FTE for this region. A .50 FTE Promotora contracted through Women's Health Coalition will conduct outreach and initial AHCCCS and Resource Coordination for the project. A total of 1.0 FTE Case Managers (one Assistant/Promotora and one Lead Case Manager), and a .25 FTE administrative assistant to help with processing clients, data entry and evaluation needs will be utilized for this project. The RN Educator, Promotora and Case Managers will reside in the Southwest Region and will provide services to both pregnant and parenting participants for this project. Community volunteers will be utilized to support families with older children during Family Focused Playgroups. We anticipate a need for 1-2 community volunteers to assist us during this project.

Please see attached resumes and organizational chart.

**d. Demonstrate fiscal responsibility:**

TOPS has recently initiated the process for our first internal financial audit, and a copy of the complete report will be made available to the City of Avondale once the process is complete. Attached to this proposal please find TOPS financial statements for 2008 and 2009.

**Section 4: Project Understanding and Approach**  
**a. Summary of Proposed Services**

Teen Outreach Pregnancy Services (TOPS) is an innovative community based Nurse managed health education program. This program provides pregnant and parenting adolescents and families education and supportive services to improve birth outcomes for their newborn and to improve the physical, emotional, and intellectual growth and development of children birth to age five. Providing services in Pima County since 2001 and Maricopa County since 2007, TOPS has assisted in improving outcomes for over 2500 babies born to teen families. This grant award will allow TOPS to establish services specifically in Gila Bend for the First Things First (FTF) Southwest Maricopa Regional Council area. The program will serve up to 40 pregnant and parenting families, including pregnant adolescents ages 12-19, during a 6 month period.

TOPS combines 5 inter-related, research-supported strategies: prenatal health education; case management with resource coordination for services; father and family involvement; and parenting education. These strategies enable the high-risk populations of families isolated from major services and education and pregnant and parenting adolescents and their families to build on their own strengths and capacities to promote the healthy development of their children. TOPS addresses the following during 75 hours of services: All domains of child development including the prenatal health of participant and unborn baby; providing resources and referrals for rural and at-risk parents including accessing health care; regular developmental screenings; and development of appropriate parenting skills including child and family literacy. These core services will, through the implementation of the 5 strategies, improve health practices during the mother's pregnancy; increase physical and emotional well-being as they prepare to deliver and parent their child(ren); increase their knowledge concerning immediate health and safety needs of their unborn baby and during the early development of their child; and increase the ability of the young family to parent their child in a healthy and nurturing environment. First Things First Parent Kits will be utilized throughout TOPS involvement with the participant and family, including during visits conducted by the Registered Nurse, Family Focused Playgroups, and community based parenting education classes.

TOPS will provide, through the Parent Educator Case Manager, 16 hours of prenatal education bi-monthly through our Healthy Pregnancy (HP) and Childbirth Education (CBE) series of classes. TOPS Registered Nurse will conduct hospital visits at time of delivery of every baby born to a parent that is enrolled in the program. Home visits after delivery will be conducted on an as needed basis by the TOPS Parent Educator or the Women's Health Coalition Promotora, depending on client comfort level with one or the other. This powerful, integrated case management approach to education and support of families during the initial stages of parenting (prenatal through birth) is the core component to the services that will be provided.

As the family settles into their new relationship with the young child, parents will receive support in their parenting role and will be encouraged to develop relationships with other parents participating in Family Focused playgroups. They will be able to share their parenting joys and challenges as well as share practical parenting tips with one another. Staff will provide families with activities that allow families to practice new parenting skills. Linking families to community-based formal and informal services will serve to increase family access to critical medical, dental, screening, and social services that will improve the overall quality of the relationships between parents and child and children will benefit from the nurturing relationship that supports healthy development. Families will have access to a Child Development Phone Line between sessions and will be invited to call with questions, receive information about community

resources, and to receive parenting support. This will increase family access to information and support between sessions.

At this time, Teen Outreach Pregnancy Services is serving the areas of Southwest and Northwest Maricopa County, South Phoenix, and the Southeast and Northeast regions of Maricopa County. Clients in Gila Bend will participate in prenatal health classes, case management and resource coordination and care, community family events (quarterly) and family focused playgroups. In order to serve the Gila Bend area of the Southwest Maricopa Region, TOPS will need to build capacity for providing services with assistance from our ongoing partner Women's Health Coalition (in Southwest Maricopa and South Phoenix), who will provide outreach, case management resource service and coordination, and AHCCCS enrollments for families in Gila Bend.

Referrals for both the pregnant and parenting populations in Gila Bend will come from Gila Bend Head Start and Adelante WIC on Wheels (WOW) programs, serving both pregnant mothers and children through the age of five years. Finally, in conjunction with the Promotora from Women's Health Coalition promoting outreach, AHCCCS, Case Management and Family Focused Playgroups, the Arizona Learning Institute will be TOPS final partner to create a seamless continuum of care for Gila Bend Residents.

The Arizona Learning Institute (located in the Northwest and Southwest valley), will provide Family Focused playgroups and education to parents with children ages birth through five through Brain Boxes (from New Directions Institute) and Arizona Parent Kits. Family Focused Playgroups will integrate family time, play, and learning while fostering appropriate child-adult interactions and developing parenting skills. This will be achieved by focusing on all domains of child development (physical, cognitive, social, emotional language, and sensory). Playgroups will encompass physical touch, showing affection, early literacy, and parental monitoring with a culturally sensitive approach to family needs and primary language. Finally, the Promotora and a community volunteer will conduct sibling activity groups for children ages 5-10, thereby inviting nearly the entire family to partake in activities while parents and children birth through five play and learn together.

#### **b. Evidence-based Program /Curriculum**

Healthy Steps for Young Children (Healthy Steps) evidenced-based training has been provided to the Arizona Learning Institute (ALI) by Phoenix Children's Hospital (PCH) to enhance staff ability to provide comprehensive parenting education to this rural parenting population. Healthy Steps training was developed by Barry Zuckerman, MD, Steven Parker, MD, Marilyn Augustyn, MD, and Margot Kaplan-Sanoff, Ed.D., faculty at the Boston University School of Medicine, Department of Continuing Medical Education. Healthy Steps training has successfully been integrated into health, community, education and child care environments since 2003.

The Arizona Learning Institute Family Focus Playgroups approach builds on the recommendations of Healthy Steps (T. Brazelton, MD), that when professionals and parents come together in discussion around a young child's development everyone is speaking the same language, that of the child. Dr. Brazelton advises that when this happens the child will inevitably benefit. Parents participating in the Family Focused Playgroups are encouraged to bring their child into the thematic based group and interact with their child during group times. Trainers are able to observe parent-child interactions, listen to parent concerns, and provide parents with relevant information about development and behavior specific to the family's

experiences. Parents are able to integrate the knowledge they learned in the group into their parenting approaches. Trainers are able to note parent successes and build on their own strengths by noticing and commenting when parents use skills that are effective in meeting their child's needs. Trainers are able to provide parents with information on the importance of appropriate child-adult interactions and support parenting skill development.

All of TOPS programming is based on current research. Several sources demonstrate the need for, and benefits of, high levels of social support on the health and well being of teen mothers and their babies. For example:

- Adolescents often need additional support and teaching during pregnancy and postpartum. Adolescents may have fewer life experiences than adult women, making them less able to cope with the life changes related to pregnancy and birth. Nonjudgmental care and simple instructions are essential to caring for the pregnant adolescent during the reproductive cycle. (K. Montgomery, 2003)
- Social support, healthful activities and good nutrition have been shown to have positive relationships with good health outcomes. This is extremely important in the case of adolescent pregnancy when young women may not be prepared or knowledgeable to take on motherhood, may feel more depressive symptoms, may experience more financial stress, may feel generally less positive about their mothering role, and may have less psychosocial resources than women who delay childbearing. (Censullo, 1994)
- Both in pregnancy and in motherhood, social support in the forms of networks and education has shown to encourage positive health behaviors, which lead to good outcomes for mother and the child. In addition, there is clear evidence that physical activity and healthy nutrition act as buffers to depression and stress (APA, 2004).

Augmenting the social support provided by peers with the support of trained nurses through the birthing experience results in better health outcomes for the teen mother and her baby:

- Adolescent mothers have a higher rate of depression associated with childbirth than the general population. Reports as high as 47% postpartum and 68% during pregnancy can be mitigated through social support and strategies to improve self-esteem (Logsdon, 2006).
- The use of alcohol and illicit substances in teen mothers in the first 4 months postpartum increases three-fold when those mothers are depressed. These girls reported more stress and verbalized a greater need for social support than teen mothers who were not using (Barnet et al, 1995).
- When postpartum depression risk is not identified and addressed, the projected outcomes for the infant worsen. This includes failure to thrive infants (O'Brien 2005), impairment in relational exchanges of mother to baby including facial, voice and reaching behaviors (Reck 2003), and indifference, avoidance, neglect and abuse (Taylor 2003).
- Mentoring pregnant adolescents requires a basic knowledge of obstetrics and pediatrics because much of the mentoring time is spent discussing medical issues (Blinn-Pike, 2005).
- Specialized teen prenatal programs continue to have a positive impact on perinatal outcomes by reducing the incidence of preterm birth (H. Miller et al., 1996)

Ample evidence exists of the benefits of including prenatal education targeted to the specific developmental and experiential aspects of adolescents:

- "Participation of pregnant adolescent and young adult women in a prenatal education program resulted in fewer pregnancy complications and improved outcomes for the baby

in comparison with those who chose not to participate in a program.” (Van Winter, Harmon, Atkins, Simmons, Ogburn, 1997).

TOPS distinguishes itself through its advocacy for teen related depression and anxiety, which are dramatically higher in this population than in older mothers. Perinatal depression is amenable to support and intervention when identified. The health of a pregnant teen, length of gestation and baby weight are direct measures of how efficiently the emotional needs of teens and the degree of depression and anxiety have been managed in pregnancy. PREVENTION of Perinatal depression is one of the strongest predictors of potential for baby’s health, growth and development.

Teen Outreach Pregnancy Services comprehensive and multifaceted program builds on the assets and strengths of these young families. National research findings of effective strategies, as described above, are further supported locally in the TOPS outcome data, which proves that pregnant teens and their babies who participate in the TOPS education and support program have significantly better outcomes compared to other pregnant teens locally, statewide, and nationally (See Outcomes Measurement section below for program outcomes).

### **c. Implementation Plan**

Please see the attached Implementation Plan

### **d. Strategies to meet social and cultural needs of the population**

In addition to cultural competency, the challenges to reaching this population will be trust, interactivity, and confidentiality. Gila Bend participants will be pregnant and parenting mothers of all ages who lack prenatal education and transportation. With individual case management, group and community events and support, TOPS is confident that these services can be integrated into a community that has never had this type of education and attention before.

TOPS approach to this rural community begins with an initial outreach strategy to educate the community on how and why the new parenting program is needed. One of the main messages that will be conveyed is that TOPS teaches about caring for yourself and your family because we care about families. Only when community trust and security are gained will the Parent Educator/Case Manager be brought in as an “expert”.

TOPS teaching techniques are successful with teens because they are highly interactive and provide peer and community support, which is equally necessary with an ethnically diverse population. The materials are written at a fifth grade level and utilize many visual and tangible teaching methods to capture the attention of our participants. Diverse communities are visual as well as family oriented and TOPS is confident participants will interact well with these current teaching methods. TOPS classes also invite family and friends to attend class and address these members as participants in the program, to ease participant comfort level. This will be a significant factor for the rural community where family is held in high esteem.

Rural areas tend to be smaller, tight knit communities where family privacy is also important. A team approach utilizing both a Promotora and a Parent Educator/Case Manager will be combined to ensure all of these challenges are met and families in the community are treated with cultural competency and respect. The Promotora for this project will live and work in the area, and know the residents of the community. She will be present daily to enroll families in

AHCCCS and other programs and to field questions and inform families of resources when questions or needs arise. For families in need of in depth case management and care pertaining to parenting, or those with specific questions they are not wishing to share with their community Promotora, the Parent Educator/Case Manager will address these families as the lead case manager. The Case Manager will be present at least twice a month to deliver the Family Focused Playgroups and appropriate developmental screening referrals as needed. TOPS feels confident that having these two persons working as a team to provide case management and care will satisfy the participants' needs for confidentiality and family privacy.

#### **e. Outcomes measurement**

Family Focused Playgroups in Gila Bend will be measured by the percentage of families with children birth through age five who report they are competent and confident about their ability to support their child's safety, health and well-being.

Because of the education and supportive services received, those participating with Teen Outreach typically complete our classes with an 85% or greater mastery of knowledge concerning the immediate health and safety needs of their unborn baby and the early development of their child. These young parents also improve health practices during their pregnancy; increase physical and emotional well-being as they prepare to deliver and parent their child; and increase their ability to parent their child in a healthy and nurturing environment. TOPS babies historically have positive birth and early childhood outcomes. Teen Outreach Pregnancy Services comprehensive program builds on the assets and strengths of young families. National research findings of effective strategies are supported locally in TOPS outcomes data, which proves that pregnant teens and their babies who participate in the TOPS education and support program have significantly better outcomes than other pregnant teens locally, statewide, and nationally.

#### **TOPS STATEWIDE OUTCOMES FOR 2008:**

- 84% of TOPS babies were born full-term
- Average gestational age at delivery of all TOPS babies born in 2008 – 38.5 weeks gestation
- 92% of TOPS newborn babies weighed greater than 5.5 pounds
- 83% were breastfeeding at the time of discharge from the hospital as compared to an Arizona rate of 78.6%. Breastfeeding has been shown to be vital to mother-child bonding and infant health and development.
- 20% of TOPS teens delivered by cesarean, compared to a national rate of 31%. Mothers that deliver vaginally experience lower rates of post-partum depression, fewer complications and have shorter recovery than those who deliver by cesarean.
- 100% of TOPS teens scored greater than 85% on their post-knowledge assessment survey at the completion of the TOPS Pregnancy Education Curriculum.
- 100% of TOPS teens scored greater than 85% on their post-knowledge assessment survey at the completion of the TOPS Parenting Education Curriculum.
- Program satisfaction surveys indicated a satisfaction level of 4.8 out of 5.

**ATTACHMENT 1  
IMPLEMENTATION PLAN**

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Hire and train staff to perform their FTF specific duties.	Interview and hire new RN, Promotora, Parent Educator Case Manager	Executive Director & Operations Director (Project Coordinator)	All staff to be hired within 30 days of receipt of contract	New hire documentation, including finger print clearance, CPR, & RN licenses
	Train RN, Promotora, Parent Educator Case Manager on all aspects of TOPS curriculum	Executive Director, Operations Dir., TOPS Lead RN	New TOPS staff will be trained within 30 days of hire	Training documentation and attendance rosters
	Train Promotora and Parent Educator Case Manager on CM duties, assessments, data collection, Visitation procedures, Healthy Steps techniques	Executive Director, Operations Director (Project Coordinator)	All TOPS staff will receive training on FTF process within 30 days of receipt of contract	Training documentation and attendance rosters
Identify & enroll Pregnant participants and parents of children birth through five; with outreach efforts in the community	Gain trust of community and market new services available with brochures and appropriate verbiage from trainings.	Promotora, Community Volunteer	Ongoing process – to begin upon receipt of funding.	Outreach tracking documentation
	Complete enrollment documents for participants	Parent Educator Case Manager	Ongoing process as each participant is enrolled	Completed enrollment documents
	Obtain program consents. Parents to sign for teens if under 18	Promotora and Parent Educator Case Manager.	Ongoing process as each participant is enrolled	Completed program consents
Schedule and perform Initial Case Management/ Needs assessment	Assist participant in obtaining Health Provider, AHCCCS, & Community/Support Referrals	Promotora and Parent Educator Case Manager	Ongoing process – upon enrollment	Documented on Case Management Chart
	Conduct pre-	Promotora	Ongoing process –	Survey results

	knowledge assessment survey with participants	and Parent Educator Case Manager	upon enrollment	documented on CM chart for baseline knowledge level. Survey attached to CM documents
	Assist participant with goal setting	Parent Educator Case Manager	Ongoing process – upon enrollment	Documented on case management chart
Ongoing case management services provided for all participants	Maintain monthly or weekly contact with participant	Promotora	Ongoing through the child's first year of life	Prenatal and postnatal monitoring logs and parent skills logs
	Face-to-face visit to assess needs	Promotora and Parent Educator Case Manager	Occurs between 34-36 weeks gestation, and at beginning and end of each Family Focused Playgroup Series	Documented on case management chart
	Edinburgh scale obtained for baseline data prior to delivery	Parent Educator Case Manager	Occurs between 34-36 weeks gestation	Documented on Edinburgh Perinatal Depression Screening tool
Provide 16 hours of pregnancy education and early parenting education	Conduct 6 hours of Healthy Pregnancy Education in early pregnancy	Parent Educator Case Manager	Occurs ongoing with all newly enrolled participants	Class rosters, Case Management documentation
	Conduct 10 hours of Childbirth Education	Parent Educator Case Manager	Occurs ongoing beginning at 30 weeks gestation for all pregnant participants and family members	Class rosters, Case Management documentation
	Conduct Family Focus Playgroups exploring all domains of child development (physical, cognitive, social, emotional, language, and sensory fostering positive discipline techniques, parental monitoring, literacy, and communication	Parent Educator Case Manager	Occurs ongoing beginning at entrance into program. Participants group assignment is dependent upon child's age.	Class rosters, Case Management documentation

	Conduct siblings activity group (ages 5-10) while parents are in FF Playgroups	Promotora and Community Volunteer	Occurs ongoing as needed for duration of participation in program activities	Class rosters, Case Management documentation
	Conduct post-knowledge assessment survey and satisfaction survey with participants at completion of curriculum	Parent Educator Case Manager	Ongoing – participants are surveyed upon completion of curriculum	Knowledge survey results documented on CM chart for post knowledge level. Survey attached to CM documents. Satisfaction survey submitted for evaluation purposes
Provide quarterly family events to promote program morale and community support	Promote family event attendance for all participants through culturally competent means of outreach	Community Volunteer, Promotora, Parent Educator Case Manager	Ongoing – to begin after initial enrollment	Documented on event rosters, CM chart
	Encourage peer to peer interaction/ support through family Focused Playgroups	Parent Educator Case Manager	Ongoing	Support Group Facilitators bi-monthly report document
Post delivery Hospital and home visits conducted.	Visit participant in hospital after delivery of baby	RN Educator	Occurs ongoing after each participant delivers their baby	Hospital visit documentation form, includes delivery results
Document delivery results	Visit participant in home after delivery of baby	RN Educator, Promotora	Occurs ongoing, 5-7 days after participant delivers their baby	Home visit documentation form
	Provide post-partum and newborn education to assist readiness to go home with baby	RN Educator	Occurs ongoing after each participant delivers their baby	Hospital visit and home visit documentation form
	Provide breastfeeding support for those participants that are breastfeeding	RN Educator	Occurs ongoing after each participant delivers their baby	Hospital visit and home visit documentation form
Provide ongoing case management	Reassess participant for needs specific to	Parent Educator Case	Occurs ongoing throughout family participation in the	Case Management Documentation

services to parenting participants and their families	families with children age 0-5	Manager	program	
	Provide community referrals	Promotora, Parent Educator Case Manager	Occurs ongoing as needed	Case Management Documentation
	Continue telephone contact monthly for continued support services	Promotora, Parent Educator Case Manager	Occurs ongoing throughout family participation in the program	Post-natal Monitoring Log
Establish program protocols for process and outcome data to assist in making improvements to program delivery	Expand database for tracking results and evaluation of all programs	Executive Director, Operations Director, Administrative Assistant	To begin upon receipt of funding, with completed database ready for tracking within 8 weeks	Completed tracking protocols
	Report all data findings to FTF	Operations Director	Ongoing – per requirements from FTF	Completed data reporting documents
	Integrate evaluation findings into project delivery protocols for continuous quality improvements	Executive Director, Operations Director	Ongoing through staff development/training opportunities	Established protocols and revised materials

### III. VENDOR INFORMATION FORM

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

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Teen Outreach Pregnancy Services  
AGENCY SUBMITTING PROPOSAL

86-1005133  
FEDERAL TAX ID NUMBER

Kelli Cordova Wright, Operations Dir  
PRINTED NAME AND TITLE

*Kelli Cordova Wright*  
AUTHORIZED SIGNATURE

3024 E. Fort Lowell Road  
ADDRESS

(520) 888-2881      (520) 770-0035  
TELEPHONE                      FAX #

Tucson      AZ      85716  
CITY              STATE              ZIP

November 30, 2009  
DATE

WEB SITE: www.teenoutreachaz.org

EMAIL: kelli.cordovawright@topsaz.org

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SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

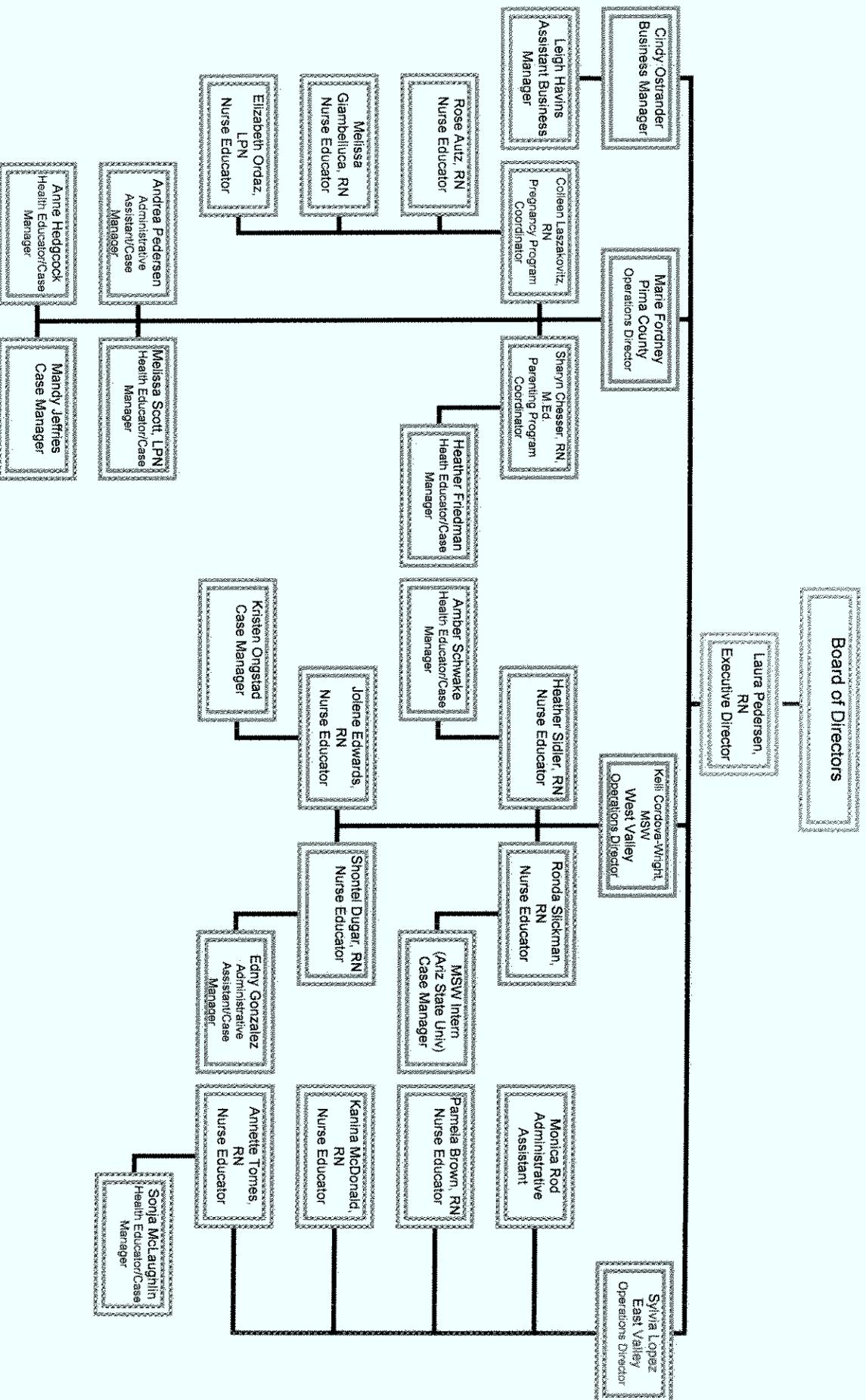
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Local address for Gila Bend Operations:  
328 W. Western Avenue  
Avondale, AZ 85323  
Phone: 623-334-1501  
Fax: 623-334-1503



# Teen Outreach Pregnancy Services

## Organizational Chart



**Kelli E. Cordova, MSW**  
11007 W. Cottonwood Lane  
Avondale, AZ 85392  
602-312-1441  
[cordovakelli@hotmail.com](mailto:cordovakelli@hotmail.com)

**Formal Education:** MSW Advanced Generalist Practice, May 2006  
Arizona State University West – College of Human Services, Glendale, AZ

BSW, December 2003  
Northern Arizona University - College of Social and Behavioral Sciences, Flagstaff, AZ

**Professional Experience:** **Teen Outreach Pregnancy Services** **2008 – Current**  
**Operations Director**  
Manage staff of nurses, case managers, outreach coordinators, and dieticians to provide health education and support services to pregnant and parenting teens in Maricopa County. Meet monthly, quarterly, and annual grant objectives for civic, non-profit, and state funding sources to maintain programming. Achieve marketing goals to ensure referral numbers are met and services are provided in a timely manner. Collaborate with community experts and partners to ensure a smooth process for staff, consumers, and community referrals. Serve on community coalitions, councils, and boards, including First Things First Southwest Valley Council, AZ Postpartum Depression Coalition, and serve as Board Secretary for Women’s Health Coalition. Oversee case management protocol to include appropriate training of staff in regards to confidentiality, ethics, and boundaries when providing services to consumers. Communicate with host agency in Tucson, coordinating agency training, protocol, and procedures to keep the integrity of the agency’s vision and mission.

**City of Avondale, Neighborhood and Family Services Department** **2004-2008**  
**Social Services Coordinator**  
Serve as a voting member on behalf of a local government sector for the Western Maricopa School Readiness Partnership. Recruit key stakeholders to join the Partnership in the Southwest Valley, including children’s literacy and licensed childcare representatives. Support the City Council’s goals for improving the quality of life in Avondale by providing parenting education, skills and resources to the diverse community of Avondale, with a focus on families residing in low income areas. Coordinate and work with parents, community leaders, and various organizations to identify necessary resources for families; develop a strategic plan and agenda to enhance parenting resources to the City of Avondale and surrounding areas. Supervise Social Work interns and volunteers, at both the Bachelors and Masters degree level; with a focus on case management protocol and enhancement of department programs and initiatives. Develop marketing strategies, including press releases, newsletters, brochures, etc. Completed numerous media interviews to promote various programs’ successes. Coordinate meetings of program partners and assist Healthy Avondale 2010 Initiative Subcommittees in establishing and meeting their annual goals and objectives.

**Avondale Young Families**  
Responsibilities include: Overall management/administration of the Avondale Young Families Program (AYFP). Research and conduct program funding solicitation, including writing and securing state, tribal, and foundation grants, and soliciting sponsorships and donations. Funding to date exceeds \$500,000. Prepare all required program reports, including the development and maintenance of project budgets and annual strategic plans. Develop and implement a health education program through the Healthy Avondale 2010 Initiative for pregnant adolescents to promote healthy pregnancies/births and reduce second pregnancies among teens. Develop strong collaborations with partners to provide quality services to AYFP; including Phoenix Children’s Hospital, Teen Outreach Pregnancy Services, and AZ Fathers and Families Coalition. Recruit

and oversee the work of volunteers to AYFP. Manage the local collaborative change process to accomplish program expansion goals; to include fathers' programs, parenting, child development, early literacy, and prevention programming for teens who are parenting and at-risk of becoming pregnant.

**National League of Cities Showcase Exposition - New Orleans, LA November 2007**

AYFP was one of fifty model programs chosen to be showcased at the National League of Cities Exposition. AYFP was initiated from my ASU West MSW Applied Project and has grown in 1 ½ years, from a pilot project serving ten pregnant teens in Avondale, to a successful community program, serving over 100 pregnant and parenting mothers and fathers in the Southwest Valley.

**MSW Intern**

Conducted a community needs assessment to determine resources and services needed for pregnant and parenting teens and their children in the Southwest Valley. Collected and analyzed data from the Young Families Pregnancy Survey, assessing strengths and gaps in the community. Secured initial seed monies for the AYFP pilot project totaling \$10,000.

**The Salvation Army Door of Hope - San Diego, CA**

**Case Manager**

**2003-2004**

Responsibilities included: Supervised a Pre-Employment Training program; prepared staff to work with at-risk youth ages 13-18 to promote job skills training. Developed programming for youth to emphasize brain development and early learning developmental stages through the *New Directions Institute (NDI)*. Implemented weekly groups with the NDI Brain Box curricula, and assisted program therapist with activities focused on bonding and play therapy. Collaborated with local businesses, volunteers, and agencies to enhance mentoring and tutoring programs. Designed brochures and handbooks outlining Haven Program services and developed goals focus on parenting skills of children ages 0 – 3, and to increase community awareness and target youth at risk of becoming pregnant. Participated in weekly treatment team assessments to determine the progress of teen parents' goals and improvement of interaction with their children. Developed tools to measure the effectiveness of teen parenting programs on site for the Haven Program to ensure positive outcomes for future programming and funding.

**BSW Intern**

Responsibilities included: Revised and edited Policies and Procedures Manual for the Haven Program in accordance with Community Care Licensing guidelines for the state of California. Assisted in managing the screening process of incoming residents and completed assessments to determine appropriateness of parenting youth into the Haven Program. Completed required program reports for the Haven Program and the Salvation Army's funding and demographics. Implemented a budgeting and life skills group for teen parents to gain skills in evaluating income and cost of necessities when supporting their children while living independently.

**Professional  
Affiliations:**

**Teen Outreach Pregnancy Services**  
Oversight Director, Maricopa County

April 2007 - present

**First Things First Southwest Valley Regional Council**  
Parent Representative, Avondale, AZ

January 2008 - present

**Arizona Postpartum Wellness Coalition**  
Member, Regional Coordinator, Phoenix, AZ

October 2008 - present

# LAURA PEDERSEN, RN, CCE

Arizona RN License #RN000099129

426 E. McMillan Dr., Tucson, Arizona 85705

[laura.pedersen@topsaz.org](mailto:laura.pedersen@topsaz.org)

520-360-9929

## OBJECTIVE

To work in a challenging position as a Registered Nurse in Women's Services with a dynamic progressive organization where my education and experience will benefit the facility and the clients served.

## SUMMARY OF QUALIFICATIONS

Knowledgeable and experienced in all duties and responsibilities of a Registered Nurse with emphasis on Childbirth Education, Adolescent Pregnancy and Parenting, Postpartum Care, and Newborn Nursery. Program Development, Grant Writing, Financial Management.

## PROFESSIONAL EXPERIENCE

**7/2000 – Present** Teen Outreach Pregnancy Services, Tucson, Arizona  
**Executive Director and Founder**

- Developed and presented TOPS Childbirth Education program to education to pregnant teens. Provide Case Management to Pregnant and Parenting Teens. Postpartum and newborn well check home health visits.
- Developed TOPS TEN (Teen Education Network) – An interactive comprehensive sexuality education program for middle and high school students to improve relationships and prevent teen pregnancies in this population.
- Assisted in developing and leading Teen Parenting Support Network – a teen Parenting education program which includes Reading is Fundamental *Shared Beginnings* Literacy Program.
- Manage day to day operations and all personnel: Registered Nurses, Health Educators, Case Managers, and Office Staff. Program development and implementation; Financial management; Grant writing.

**8/1997 – 7/2004** Tucson Medical Center, Tucson, Arizona  
**Registered Nurse**

- Women's Services caring primarily for postpartum patients and their newborns. Antepartum care provided as necessary. Charge Nurse and Newborn Transitional Nursery responsibilities.
- Developed and ran a teen pregnancy program which provided teen specific childbirth education and healthy lifestyle choices for teens.

**2/1997 – 7/1997** Veterans Affairs Medical Center, Tucson, Arizona  
**Student Nurse Technician**

- Various nursing duties in the Nursing Home Care Unit/Acute Care area.

Prior to 1993 – Job experience primarily Management in Marketing and Sales.

## PROFESSIONAL ACTIVITIES

2008 Presenter, Arizona Adolescent Health Coalition Conference  
2008 Presenter, Arizona Neo-natal Nurses Conference

## VOLUNTEER EXPERIENCE

1987 – 2002 – Volunteer Youth Minister with various Tucson Lutheran Churches. Small and Large teen events with emphasis placed on positive behaviors. Conducted numerous events promoting Abstinence Until Marriage. Also provide Nursing Care at Jr. & Sr. High School summer camps.

## EDUCATION

Jan. 2006 – Prenatal & Postpartum Mood Disorders: Assessment & Treatment  
April 2005 – Perinatal Bereavement Workshop  
2002 & 2005 – National Abstinence Training Center • Certified WAIT Instructor  
2002, 2005 – Infant Adoption Awareness Training  
June 2001 – Childbirth Education Association, Arizona, • Certified Instructor  
March 1999 – Lamaze Breastfeeding Support Specialist  
1997 – Graduate of Pima Community College, Tucson Arizona  
• Associate of Applied Science, Nursing • Phi Theta Kappa

Lonnie Rubio Jones, BA, CMP *Experience*

**08/04-**

**Present**

**Executive Director ~ Women's Health Coalition of Arizona which transitioned from Healthy Mothers Healthy Babies Maricopa**

- Implement day-to-day coordination and operation of Maricopa activities, including organizing meetings, advising coalition, coordinating community events, and developing media materials and culturally appropriate informational community materials.
- Oversee operations and assessment of organization's mission and goals.
- Schedule and conduct presentations and trainings to local medical providers and social service agencies.
- Collaborate with maternal child health professionals and community leaders.
- Develop contacts for collaborations and must maintain already established relationships while continually seeking opportunities to promote Healthy Mothers Healthy Babies.
- Responsible for regular reporting to Board, Coalition and Funders.
- Engage in public information activities, including public events and media presentations.
- Developed monthly activities and responsible for all program administration.
- Development of a sustainability plan through collaborative efforts and successful grant opportunities.

Skills in organizing, prioritizing, implementation, and evaluation with accurate attention to detail; interpersonal skills including active listening, sensitivity to needs of the other person, and cultural and ethnic sensitivity; skills in interacting with medical professionals, health care institutions, educators, families and the general public; ability to work with people under difficulty or stressful situations.

As a businessperson I know the intricacies of contract negotiations.

As a community member of this State I have long ties to community leaders and coalitions that keep in touch and in tune with the communities we seek to serve.

**08/03-08/05 Program Manager Arizona Education and Training Center  
University of Arizona College of Family Medicine**

Funded through a grant from HRSA, I was charged with the objective to train medical professionals in central and northern Arizona on HIV/AIDS. I coordinated the consultations, recruitment and training of medical professionals, to provide education and training to other medical professionals in the areas of HIV/AIDS treatment, medicine guidelines and medical protocols. Through the use of an assessment tool, I

determine needs and assessed opportunities for medical training. I created and designed a framework for effective education and training communicating effectively through verbal and written presentations to individual medical professionals and groups, including hospitals, clinics and private practices. Planned and conducted focus groups. Conducted site visits - statewide. Compiled reports and needs assessments. The funding for this project ended in August 2005.

**08/00- Senior Education Specialist/Research Assistant**

**08/03** Arizona Women's Cancer Prevention Office University of Arizona

Worked as part of a team that planned, coordinated and facilitated interviews with the Harvard Cancer Research Survey (HCRS) as it related to individuals with low literacy skills. Executed the project in English and Spanish. Created, developed and maintained written materials and data. Developed and administered social marketing and health communication strategies for smoking cessation, nutrition and well women checkups. Developed health communication materials, public relations, and event coordination activities, while keeping project moving to meet tight deadlines; Lead in development of social marketing program development, evaluation, and promotion in collaboration with the American Cancer Society, Arizona Department of Health Services and Tribal Administrations. These campaigns were developed specifically for targeted markets using health education, social marketing, and communication skills; acted as liaison between University and contractors to ensure program outreach goals were communicated and developed effectively and appropriately using principles of health promotion, education, and social marketing disciplines. Secured matching funds to expand the production and distribution of campaign.

Planned and conducted focus groups, scored results, analyzed data and developed strategies for health promotion and cancer prevention. Identified community sites to recruit subjects. Obtained informed consent. Developed project timelines and generated required reporting schedule. Involved in development of health educators curriculum design. Worked with Department of Health Services and Tribal Administrations to develop social marketing campaign with regards to tobacco and smoking cessation.

Researched funding opportunities and created descriptions and materials that were used in proposals to prospective Grantors.

**08/93- She Does Talk Productions**

**Present Independent Producer – Independent**

Oversee the Electronic Media and Event Areas by implementing goals and objectives of each area to communicate, inform, plan, coordinate and maintain comprehensive programs for clients.

Provide public relations services associated with creating and distributing a variety of information and educational materials about the client's needs.

Able to prioritize and coordinate staff workflow and training assistance when needed. Extensive background in development, implantation and comprehensive advertising and marketing efforts to ensure goals and objectives are met. I have been the Administrator that has provided administrative management and support for the company.

**Jannelle Radoccia**  
623-340-0884

**History** Jannelle Radoccia, an Early Childhood Specialist, received a Degree in Human Development with an emphasis in Early Childhood Education specializing in Play/Language and Literacy. During the last 5 years she has worked for Arizona Literacy & Learning Center as the Early Childhood Educational Director, where her jobs included directing Little Apostles Early Childhood Center, ALLC lab School. She coordinated the National Center for Learning Disabilities: Get Ready to Read Screening Workshops and is a dyslexia treatment instructor. Jannelle participated in ALLC field testing projects, parent and teacher training, and dissemination of the Get Ready to Read Screening Tool. Including coordination of two Southwest norming trials: the GRTR trial for Christopher Lonigan, Co-Principal Investigator (FSU)) and the Recognition and the Response Observation Rating Scale (RRORS) and pilot study in conjunction with the Frank Porter Graham Childhood Institute (UNC). In addition, she is Chair of the First things First Northwest Maricopa Regional Council and Vice Chair of the West Maricopa Early Childhood Regional School Readiness Partnership. Her 19 years of working with preschool and dyslexic children and their families gives her insight into the daily stresses and strains of a parenting and working with children birth to five years of age.

**Education:** **Concordia College Enrolled 2009 Pending Graduation May 2011**  
Masters of Family Life Science  
**2006 Pacific Oaks College, Pasadena, California**  
Bachelors of Arts, Human Development  
Specialization in Early Childhood Education and Play, Language and Literacy  
**1990 Barry Goldwater High School**

<b>Areas of Expertise</b>	<ul style="list-style-type: none"> <li>• Early Childhood Development</li> <li>• Early Literacy Development</li> <li>• Red Flags of Early Development</li> <li>• Child Care</li> <li>• Early Childhood Professional Development</li> <li>• Play, Language and Literacy</li> <li>• Early Childhood Systems Building</li> </ul>	<b>Trainer/ Facilitator or</b> <ul style="list-style-type: none"> <li>• Get Ready to Read (Trainer of Trainers)</li> <li>• Mind in the Making</li> <li>• Leaps and Bounds</li> <li>• Ready to Learn</li> <li>• Healthy Steps Trainer of Trainers</li> </ul>
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<b>Work History</b>	<b>Rio Salado Community College</b>	Adjunct	2009 - Present
	<b>Estrella Mountain Community College</b>	Early Childhood Director	2008 - Present
	<b>Little Apostles Early Childhood Center</b>	Early Childhood Development Director	2004 - 2009
	<b>Arizona Literacy and Learning Center</b>		
	<ul style="list-style-type: none"> <li>• Mind in the Making</li> <li>• Get Ready to Read</li> <li>• National YMCA Expo and Conference</li> <li>• ADE Early Learning Institute</li> <li>• RTI Conference</li> <li>• DEC Conference</li> <li>• US/Arizona Departments of Education State Improvement Grant, Goal 3 Professional Development</li> <li>• VSAEYC Conference</li> <li>• Surprise MOPS</li> <li>• City of Phoenix Head Start Association Fall Workshop</li> <li>• ELOA Literacy Trainer</li> <li>• Intertribal Council Association Conference</li> </ul>		
	<b>Arizona Children's Association</b>	Foster Parent, Advisor Board Member	2006 - 2007
	<b>Educator's Early Childhood Center</b>	Owner/ Director	2002 - 2004
	<b>Valley Childcare and Learning Center</b>	Program Director	2000 - 2002
	<b>Center Against Sexual Abuse</b>	Prevention Administrative Assistant	1999 - 2000
	<b>Valley Child care and Learning Center</b>	Assistant Director	1998 - 1999
	<b>Shepherd of the Valley Lutheran Preschool</b>	Three Year Old Lead Teacher	1993 - 1997
	<b>Children's World Learning Center</b>	Two Year Lead Teacher	1992 - 1993
<b>Valley Child Care and Learning Center</b>	Assistant Teacher	1990 - 1991	

**Teen Outreach Pregnancy Services**  
**Statement of Cash Flows**  
January through November 2009

	Jan - Nov 09
<b>OPERATING ACTIVITIES</b>	
Net Income	-3,602.40
Adjustments to reconcile Net Income to net cash provided by operations:	
Phoenix Children's Hospital	-40,518.00
First Things First	-17,562.48
Federal:AFI	-5,111.18
AZNN	3,394.96
General Operations	-805.00
Payroll Liabilities	-1,521.45
Net cash provided by Operating Activities	-65,725.55
<b>INVESTING ACTIVITIES</b>	
Computer Equipment	-198.55
Equipment	-261.47
Leasehold Improvements	-663.83
Net cash provided by Investing Activities	-1,123.85
Net cash increase for period	-66,849.40
Cash at beginning of period	68,783.79
Cash at end of period	<u>1,934.39</u>

11:16 AM  
 11/30/09  
 Accrual Basis

**Teen Outreach Pregnancy Services**  
**Profit & Loss**  
 January through November 2009

	Jan - Nov 09
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Special events	6,080.00
<b>Earned revenues</b>	
Program service fees	44,350.24
State contracts/fees	107,263.10
Federal contracts/fees	149,384.49
<b>Total Earned revenues</b>	300,997.83
<b>Contributed support</b>	
Local government grants	5,000.00
Foundation/trust grants	151,650.00
Corporate/business grants	750.00
<b>Gifts in kind</b>	
Program Services - In Kind	105.00
<b>Total Gifts in kind</b>	105.00
<b>Indiv/business contribution</b>	27,798.31
<b>Total Contributed support</b>	185,303.31
Contract Services	2,575.44
DIVIDEND	167.86
Reimbursed Expenses	35.00
<b>Total Income</b>	495,159.44
<b>Expense</b>	
Reconciliation Discrepancies	0.50
<b>Business expenses</b>	
Organizational (corp) expenses	10.00
<b>Total Business expenses</b>	10.00
<b>Misc expenses</b>	
Fundraising	3,884.03
Finance Charges	26.76
Bank service charges	44.62
Contributions	150.00
Licenses & permits	162.00
Outside computer services	6,453.44
Staff development	1,433.53
Membership dues - organization	90.00
<b>Total Misc expenses</b>	12,244.38
<b>Travel &amp; meetings expenses</b>	
Conference, convention, meeting	3,681.23
Travel	8,236.48
<b>Total Travel &amp; meetings expenses</b>	11,917.71
<b>Occupancy expenses</b>	
Water	712.55
Gas and Electric	4,280.41
Telephone	9,350.28
Utilities	560.90
Rent, parking, other occupancy	31,657.39
Occupancy expenses - Other	67.51
<b>Total Occupancy expenses</b>	46,629.04
<b>Non-personnel expenses</b>	
General Program Expenses	
Class Supplies	856.85
Program Incentives	5,317.13
General Program Expenses - Other	3,070.20
<b>Total General Program Expenses</b>	9,244.18

11:16 AM  
11/30/09  
Accrual Basis

Teen Outreach Pregnancy Services  
**Profit & Loss**  
January through November 2009

	Jan - Nov 09
Education Materials	15,519.19
Office Supplies	5,259.01
Printing & copying	3,474.11
Postage, shipping, delivery	1,183.44
Advertising expenses	8,023.58
Volunteer training	694.00
Books, subscriptions, reference	58.20
<b>Total Non-personnel expenses</b>	<b>43,455.71</b>
Other personnel expenses	
Professional fees - other	56,460.12
Accounting fees	3,500.00
Other personnel expenses - Other	779.70
<b>Total Other personnel expenses</b>	<b>60,739.82</b>
Salaries & related expenses	
Workmans Comp	6,361.13
Payroll taxes	21,407.27
Employee benefits-co. paid ins.	6,321.27
Salaries & wages	281,019.82
Salaries & related expenses - Other	0.00
<b>Total Salaries &amp; related expenses</b>	<b>315,109.49</b>
Insurance	
Liability Insurance	8,650.52
<b>Total Insurance</b>	<b>8,650.52</b>
Payroll Expenses	4.67
<b>Total Expense</b>	<b>498,761.84</b>
<b>Net Ordinary Income</b>	<b>-3,602.40</b>
<b>Net Income</b>	<b>-3,602.40</b>

11:18 AM  
 11/30/09  
 Accrual Basis

**Teen Outreach Pregnancy Services**  
**Balance Sheet**  
 As of November 30, 2009

	Nov 30, 09
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
T.O.P.S.	1,808.33
Petty cash	50.90
SAVINGS ACCOUNT	75.16
<b>Total Checking/Savings</b>	1,934.39
<b>Accounts Receivable</b>	
Phoenix Children's Hospital	40,518.00
First Things First	17,562.48
GRIC	3,750.00
Federal	
AFL	32,032.47
<b>Total Federal</b>	32,032.47
General Operations	805.00
<b>Total Accounts Receivable</b>	94,667.95
<b>Total Current Assets</b>	96,602.34
<b>Fixed Assets</b>	
Computer Equipment	3,467.80
Equipment	14,350.82
Accumulative Depreciation	-3,376.00
Furniture, fixtures, & equip	681.95
Leasehold improvements	4,568.83
<b>Total Fixed Assets</b>	19,693.40
<b>TOTAL ASSETS</b>	<b>116,295.74</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Payroll Liabilities	7,835.37
<b>Total Other Current Liabilities</b>	7,835.37
<b>Total Current Liabilities</b>	7,835.37
<b>Total Liabilities</b>	7,835.37
<b>Equity</b>	
( restricted) Retained Earnings	37,418.95
Unrestrict (retained earnings)	74,643.82
Net Income	-3,602.40
<b>Total Equity</b>	108,460.37
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>116,295.74</b>

## Teen Outreach Pregnancy Services Statement of Cash Flows January through November 2008

	Jan - Nov 08
<b>OPERATING ACTIVITIES</b>	
Net Income	90,145.56
Adjustments to reconcile Net Income to net cash provided by operations:	
Federal: AFL	-10,100.56
ADHS/Pregnancy Services/Avondal	120.00
ADHS/Pregnancy Services/Pima	1,761.25
ADHS	8,385.07
AZNN	-2,528.51
Nutrition Fund	1,313.77
General Operations	-1,770.00
Line of credit payable	-24,299.64
Payroll Liabilities	3,609.34
Net cash provided by Operating Activities	66,636.28
<b>INVESTING ACTIVITIES</b>	
Computer Equipment	-781.98
Equipment	-4,061.00
Furniture, fixtures, & equip	-681.95
Net cash provided by Investing Activities	-5,524.93
Net cash increase for period	61,111.35
Cash at beginning of period	10,646.15
Cash at end of period	<u>71,757.50</u>

11:30 AM  
02/05/09  
Accrual Basis

**Teen Outreach Pregnancy Services**  
**Profit & Loss**  
January through December 2008

	<u>Jan - Dec 08</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Special events	4,185.50
Earned revenues	305,494.90
Contributed support	212,070.85
Contract Services	1,811.96
DIVIDEND	1,107.30
<b>Total Income</b>	<u>524,670.51</u>
<b>Expense</b>	
Reconciliation Discrepancies	2.70
Misc expenses	20,866.27
Travel & meetings expenses	7,808.60
Occupancy expenses	35,820.55
Non-personnel expenses	52,933.59
Other personnel expenses	11,702.50
Salaries & related expenses	329,152.83
Insurance	2,750.00
<b>Total Expense</b>	<u>461,037.04</u>
<b>Net Ordinary Income</b>	63,633.47
<b>Other Income/Expense</b>	
<b>Other Income</b>	
FY08 Beginning Balance	25,216.22
<b>Total Other Income</b>	<u>25,216.22</u>
<b>Net Other Income</b>	<u>25,216.22</u>
<b>Net Income</b>	<u><u>88,849.69</u></u>

11:23 AM  
02/05/09  
Accrual Basis

Teen Outreach Pregnancy Services  
**Balance Sheet**  
As of December 31, 2008

	<u>Dec 31, 08</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
T.O.P.S.	1,135.19
Petty cash	41.30
SAVINGS ACCOUNT	<u>67,607.30</u>
Total Checking/Savings	68,783.79
Accounts Receivable	
GRIC	3,750.00
Federal	26,921.29
AZNN	<u>3,394.96</u>
Total Accounts Receivable	<u>34,066.25</u>
Total Current Assets	102,850.04
Fixed Assets	
Computer Equipment	3,269.25
Equipment	14,089.35
Accumulative Depreciation	-3,376.00
Furniture, fixtures, & equip	681.95
Leasehold improvements	<u>3,905.00</u>
Total Fixed Assets	<u>18,569.55</u>
<b>TOTAL ASSETS</b>	<b><u>121,419.59</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	<u>9,356.82</u>
Total Other Current Liabilities	<u>9,356.82</u>
Total Current Liabilities	<u>9,356.82</u>
Total Liabilities	9,356.82
Equity	
( restricted) Retained Earnings	37,418.95
Unrestrict (retained earnings)	-14,205.87
Net Income	<u>88,849.69</u>
Total Equity	<u>112,062.77</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>121,419.59</u></b>

EXHIBIT C  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
TEEN OUTREACH PREGNANCY SERVICES

[Scope of Work]

See following pages.

## **SCOPE OF WORK**

The Contractor will enhance the services provided by the Town of Gila Bend by providing families with access to the information and support necessary to strengthen family and community life, enhance the healthy growth and development of children through parenting education, early literacy development, social support opportunities and access to additional community resources. The Contractor shall:

1. Provide weekly parenting education workshops to families with children aged birth to five, targeting pregnant or parenting teens as part of the services offered under the terms of this Agreement at the Gila Bend Senior Center. All Services must comply with this Scope of Work, the First Things First Community Based Family Education Programs Standards of Practice and the First Things First Performance Measures. Using a family-centered and strengths-based approach, the Contractor's Program shall:

1.1 Provide participating families with information and support in all domains of child development (physical, cognitive, social, emotional, language and sensory).

1.2 Foster appropriate child-adult interactions and development of parenting skills (i.e. physical touch, showing affection, spending time together, positive discipline, parental monitoring, early reading and language experiences and communication).

1.3 Identify outreach, engagement and retention practices for participants/families.

1.4 Demonstrate program effectiveness and participate in data collection and reporting of performance measures. Pre and post testing must be administered.

1.5 Provide information and support in each of the following core areas: child development, parenting skills and resource and referral.

- All domains of child development will be covered including: physical, cognitive, social, emotional, language, and sensory.
- Development of parenting skills will include appropriate child-adult interactions as well as: physical touch, showing affection, spending time together, positive discipline, parental monitoring, early reading and language experiences and communication.
- Provide resource and referral information, for example where to access regular developmental screenings.

2. Identify the curriculum that will be used for the Program. (Special preference will be given for programs that utilize the Healthy Steps program and curriculum).

3. Utilize “The Arizona Parents Kit,” as provided by First Things First, while assisting families with young children.

4. Offer Town of Gila Bend families access to information and resources through the Gila Bend Senior Center as well as provide linkages and referrals to other community and social services that meet the needs of the families.

5. Ensure that the Programs and Services reflect the social and cultural characteristics of the community as well as the age and needs of the participants.

6. Develop an Implementation Plan for the Services.

7. Develop plans for recruitment and outreach to families and the community as well as plans to encourage family and community involvement in continuous ongoing program development, which should be included in the Implementation Plan.

8. Develop a plan for evaluation to demonstrate program effectiveness and impact, which plan shall be included in the Implementation Plan.

9. Submit all necessary Grant Management Forms as provided by First Things First and the City of Avondale (see Attachments 1-5 of this RFP). Forms shall be submitted quarterly on or before the dates specified by the City. Dates of submission for the Initial Term are as follows:

2nd Quarter: October-December 2009 –Reports due January 5, 2010

3rd Quarter: January-March 2010 –Reports due April 5, 2010

4th Quarter: April- June 2010 –Reports due July 5, 2010

10. Plan for and administer pre/post survey of parents to show changes in parental knowledge and skills and parent satisfaction as well as developing data collection and reporting to track family utilization of the resource referrals who have children ages birth to five. In addition, the Contractor must complete Evaluation/Performance Measure requirements as required by the City of Avondale and First Things First.

11. Attend meetings and work groups in the region being served to identify, develop and implement mechanisms focusing on coordination and collaboration. Participate in cross regional and statewide work that may include additional work groups and meetings. At a minimum, Contractor shall attend monthly meetings within the regional area, four cross regional meeting/work groups held in various locations and one scheduled statewide meeting.

12. Share data with the City of Avondale and First Things First that will be used for cross regional analysis as required by the First Things First. See Attachments 1-5 attached to the RFP and incorporated herein by reference.

EXHIBIT D  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
TEEN OUTREACH PREGNANCY SERVICES

[Budget Proposal]

See following pages.

## Teen Outreach Pregnancy Services

**Budget period: January 1, 2010 – June 30, 2010**  
**City of Avondale / Gila Bend / Southwest Maricopa**

**To provide services to 40 pregnant and parenting families in Gila Bend**

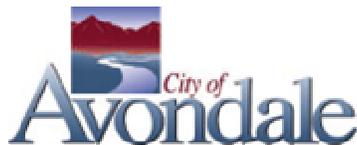
Budget Category	Line Item	Requested Funds	Total Cost
Personnel	Office Assistant (.25 x \$15/hour)	3,900	
	Project Coordinator (.25 x \$22/hour)	<u>5,720</u>	
Total Personnel			<u>9,620</u>
Fringe Benefits	FICA - 7.65%	736	
	Worker's Comp.- 1.6%	154	
	Health Insurance	<u>670</u>	
Total EREs:			<u>1,560</u>
Contract Services	Registered Nurse [25 hours per month] (150 hours x \$35/hr)	5,250	
	Arizona Learning Institute [Case Management, Parenting Education, Support Group Facilitation]	22,000	
	Women's Health Coalition [Promotora & Community Outreach]	<u>15,500</u>	
Total Contract Services:			<u>42,750</u>
In State:	Mileage at state rate of \$.445 per mile (1000 miles/month)	2,670	<u>2,670</u>
Sub grants			
Supplies and Other Operating Expenses	Educational materials & teaching equipment	6,000	
	Postage	400	
	Printing	1,000	
	Office Supplies	1,000	
	Cell phone	500	
	Laptop/Cabinet	<u>2,000</u>	
Total Other Expenses			<u>10,900</u>
Direct Program Costs		<u>\$67,500</u>	<u>\$67,500</u>
Indirect		7,500	7,500
<b>Total</b>		<b>\$75,000</b>	<b>75,000</b>

Teen Outreach Pregnancy Services

**Budget period: July 1, 2010 – June 30, 2011  
City of Avondale / Gila Bend / Southwest Maricopa**

**To provide services to 40 pregnant and parenting families in Gila Bend**

<b>Budget Category</b>	<b>Line Item</b>	<b>Requested Funds</b>	<b>Total Cost</b>
Personnel	Office Assistant (.25 x \$15/hour)	7,800	
	Project Coordinator (.125 x \$22/hour)	<u>5,720</u>	
<b>Total Personnel</b>			<b><u>13,520</u></b>
Fringe Benefits	FICA - 7.65%	1,034	
	Worker's Comp.- 1.6%	216	
	Health Insurance	<u>1200</u>	<b><u>2,450</u></b>
<b>Total EREs:</b>			
Contract Services	Registered Nurse [15 hours per month] (180 hours x \$35/hr)	6,300	
	Arizona Learning Institute [Case Management, Parenting Education, Support Group Facilitation]	22,000	
	Women's Health Coalition [Promotora & Community Outreach]	<u>20,0000</u>	
<b>Total Contract Services:</b>			<b><u>48,300</u></b>
<b>In State Mileage:</b>	Mileage at state rate of \$.445 per mile (400 miles/month)	2,130	<b><u>2,130</u></b>
Sub grants			
Supplies and Other Operating Expenses	Educational materials & teaching equipment	2,000	
	Postage	100	
	Printing	500	
	Office Supplies	500	
	Cell phone	500	
<b>Total Other Expenses</b>			<b><u>3,600</u></b>
<b>Direct Program Costs:</b>		<b>\$70,000</b>	<b>\$70,000</b>
<b>Indirect</b>		5,000	5,000
<b>Total</b>		<b>\$75,000</b>	<b>75,000</b>



# CITY COUNCIL REPORT

**SUBJECT:**

Design and Construction Services contract with Salt River Project (SRP)

**MEETING DATE:**

January 11, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the Design & Construction Services Contract with SRP in the amount of \$86,945, which will allow for the design and construction of the required electrical improvements for the City Center Phase 1 development, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

During the past year, the City of Avondale has planned for the construction of the American Sports Centers-Avondale in the City Center planning area. On February 2, 2009, Council approved a Professional Services Agreement (PSA) with David Evans and Associates for engineering design services for the infrastructure portion of the project. On July 20, 2009 Council approved the Construction Manager at Risk (CMAR) agreement with Sundt for the construction of the public infrastructure. In June 2009, Council approved a PSA with SmithGroup for architectural design services for the American Sports Center Building. On November 16, 2009, Council approved Amendment No.1 to the CMAR agreement with Sundt establishing the Guaranteed Maximum Price for infrastructure improvements and on January 4, 2010 approved Amendment No. 2 to the CMAR agreement which authorized the construction of the 83,000 square foot facility.

**DISCUSSION:**

In order to provide electrical service to the upcoming 83,000 square foot American Sports Center Facility and future development, it is necessary to construct the electrical infrastructure. Proposed City Center East Phase 1 development includes public infrastructure, 12 acres of future retail, office, residential and other approved uses in the City Center Plan. The electrical infrastructure will be primarily located under the streets and must be installed before they are constructed by Sundt. The SRP contract will allow SRP to complete their design and fund SRP's construction element of the required electrical infrastructure.

**BUDGETARY IMPACT:**

Funding for the Design & Construction Services Contract with SRP is available in CIP Parkland Fund Line Item 310-1119-00-8420, City Center.

**RECOMMENDATION:**

Staff recommends that the City Council approve the Design & Construction Services Contract with the SRP in the amount of \$86,945, which will allow for the design and construction of the required electrical improvements for the City Center Phase 1 development, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

 [SRP Contract](#)



**DESIGN SERVICES CONTRACT (Municipal Distribution)**

Customer Improvements  
XCT 341  
P.O. Box 52025  
Phoenix, AZ 85072-2025

Customer Improvements Fax 602.220-1164  
Cost Center: 82520

**CUSTOMER  
COPY**

Date 08/03/09

To: CITY OF AVONDALE  
ATTN: CHARLES ANDREWS  
11465 W. CIVIC CENTER DR.  
AVONDALE ARIZONA 85323

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP) and City of Avondale, a municipal corporation organized and existing under the laws of the State of Arizona (City) enter into this contract (Contract) for the design of electrical facilities for the following City project (Project):

**Project Name: Avondale City Center Improvements**  
**Location: Avondale Blvd./Van Buren**  
**Job Order Number: KJ6-7008**

This contract includes the attached Electrical Design and Construction Terms and Conditions, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

City understands that SRP will not begin design until City signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the City a set of design drawings and a contract for construction of the Project. If City desires SRP to proceed with construction of the Project in accordance with the design drawings, City shall execute and return the construction contract and pay SRP the specified fees for construction of the Project. City acknowledges and agrees that the fees payable under the construction contract will include the design fees and costs incurred by SRP under this Contract. If City cancels the Project at any time, or if City fails to execute a contract with SRP for construction of the Project within 120 days after SRP delivers design drawings for the Project to City, City agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.

For informational purposes only, the following conceptual Project estimate is provided to the City. This conceptual estimate is non-binding.

**Conceptual Job Estimate: 86,945**

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until City (i) approves and returns the signed construction services contract that will be provided upon completion of this design services contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved City permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes City's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If City is unable to provide such documentation,

and as a result SRP is required to modify its designs for the Project, City shall be responsible for paying additional costs of the redesign work. If City changes the Project, or if there is any change to the information regarding the Project provided by City and relied upon by SRP, SRP will charge City and City shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to City constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications) and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 120 day of the date first set forth above.

City understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

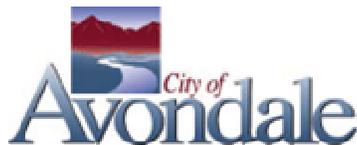
ACCEPTED: City signature, title, date  
FOR: \_\_\_\_\_

Vince Silvestro SR. DDC, SRP Date  
602.236.0840

## **Electrical Design and Construction Terms and Conditions**

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at <http://www.srpnet.com> and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. City shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the City Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the City facilities may be used with SRP's facilities.
4. Before beginning construction, City shall provide SRP executed originals of the construction services contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. City, at all times, shall permit SRP to access and maintain any SRP electric facility on City property. City understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until City has provided all such easements.
5. City shall require that any construction work performed by City or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. City shall secure all required State, County, and local permits and approvals.
7. If City decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("City Work"), then all City Work shall conform to SRP's standards, and City shall permit SRP to inspect, at any time, any City Work or City-provided facility. If City decides to provide surveying, then City shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and City shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset stakes at City's expense. Any inspection by SRP shall not be deemed an approval of any City-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and City shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to City's performance of the City Work, including without limitation Claims arising out of the performance of City Work on property not owned by City or outside of the easements provided to SRP under Section 4 of this Contract.
9. City shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities. City shall release SRP from any loss, damage, liability, cost, or expense incurred by City arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by this Section.

10. City, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to City-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by City or a contractor retained by City.
11. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and City agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and City hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
12. The title to all work performed by SRP, or performed by City at SRP's request and accepted by SRP, shall remain with SRP at all times.
13. City shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling the SRP contact name and phone number specified on the Project drawings.
14. If City requires SRP to relocate any electrical facilities installed and paid for by the City pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, City shall reimburse SRP for all costs associated with moving the relocated facilities. City's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the City.



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1398-110 - Authorizing the Release of Public Utility Easement for the Avondale Boulevard and Interstate 10 Traffic Interchange Improvement Project

**MEETING DATE:**

January 11, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve an ordinance authorizing the release of a portion of the public utility easement (MCR 2002-1304449) required for the Avondale Boulevard and Interstate 10 (I-10) Traffic Interchange (TI) Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

**BACKGROUND:**

As a part of the FY09-10 CIP, the City plans to construct roadway widening improvements and install a traffic signal at the intersection of Avondale Boulevard and I-10 TI (see attached vicinity map). Staff contracted with URS Engineering for the design of the street improvement project. With the increased delay time in accessing eastbound I-10 combined with the need for additional lanes under the freeway, it has been determined that this project is warranted.

**DISCUSSION:**

The City recently purchased right-of-way from Avondale Blvd, LLC. This newly acquired right-of-way is within an existing public utility easement area and will soon be rededicated as a United States (USA) fee title easement area for use by the Salt River Project for the relocation of an irrigation pipe. In order to dedicate the area to USA easement all existing easements must be released. Staff reviewed and approved the legal descriptions and determined this easement will not be used for public utilities and recommends the release of the Public Utility Easement.

**BUDGETARY IMPACT:**

The proposed release of the public utility easement will have no budgetary impact on the City.

**RECOMMENDATION:**

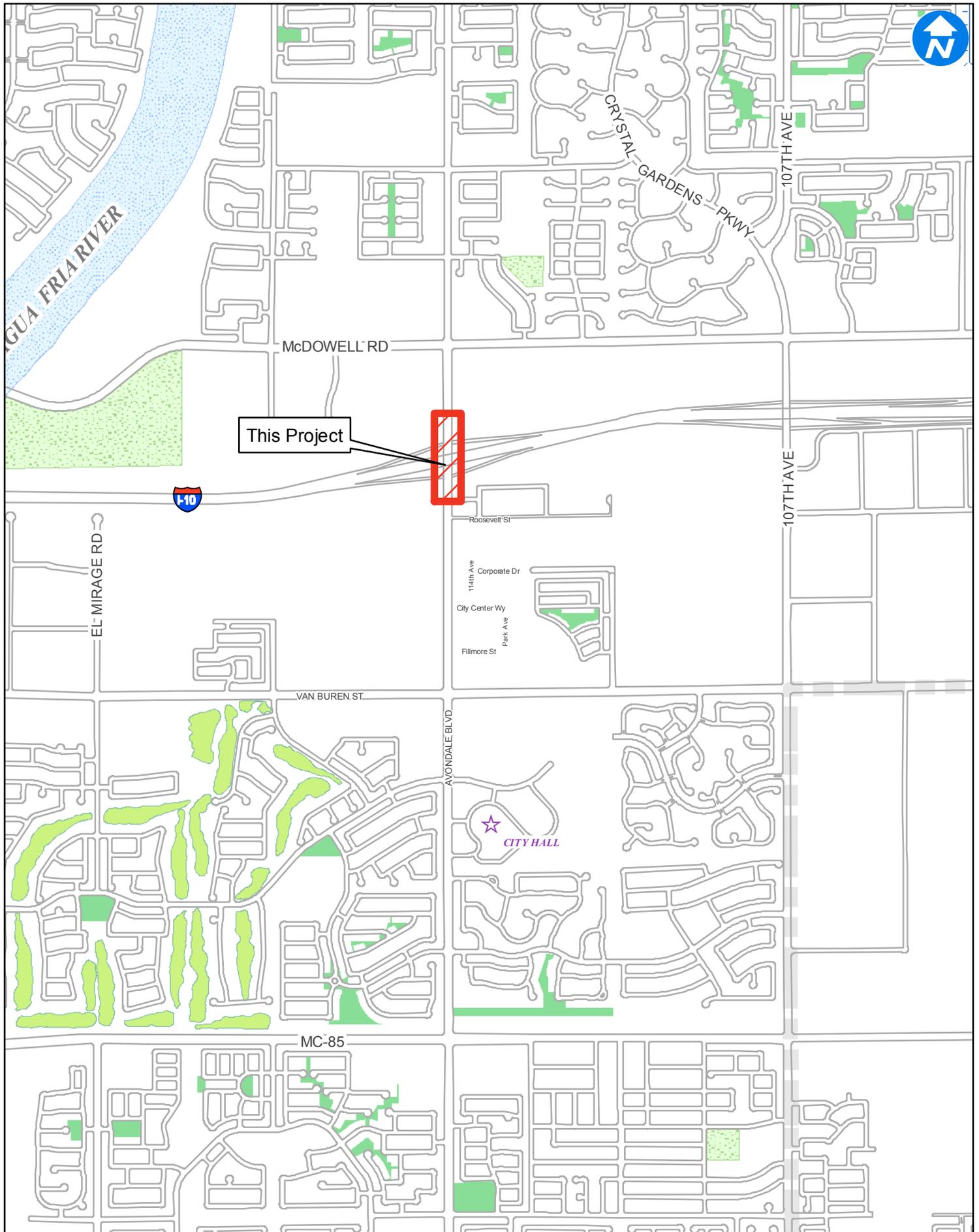
Staff recommends the City Council approve an ordinance authorizing the release of a portion of the public utility easement (MCR 2002-1304449) required for the Avondale Boulevard and Interstate 10 (I-10) Traffic Interchange (TI) Improvement Project and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[□ Vicinity Map](#)

[□ Ordinance 1398-110](#)



This Project



# City of Avondale Avondale Blvd & I-10 TI Improvements

**ORDINANCE NO. 1398-110**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTINGUISHING WHATEVER RIGHT, TITLE, OR INTEREST IT HAS IN A PORTION OF THAT CERTAIN PUBLIC UTILITY EASEMENT GENERALLY LOCATED ALONG AVONDALE BOULEVARD SOUTH OF INTERSTATE 10, AND DECLARING AN EMERGENCY.

**WHEREAS**, the City of Avondale (the “City”) is the owner of right-of-way over certain real property situated within Maricopa County, Arizona, along Avondale Boulevard, south of Interstate 10, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the “Right-of-Way”); and

**WHEREAS**, the City previously acquired an easement by way of that certain Public Utility Easement dated November 12, 2002, from BOA Sorte Limited Partnership, Viel Gluck Limited Partnership and Ben Fatto Limited Partnership (the “PUE”), recorded at instrument number 2002-1304449 in the records of Maricopa County, Arizona; and

**WHEREAS**, the City has determined that a portion of the PUE is located within the Right-of-Way and thereby unnecessarily encumbers the Right-of-Way property; and

**WHEREAS**, pursuant to Article I, Section 3 of the Avondale City Charter, the City may abandon an easement as the City’s interests may require; and

**WHEREAS**, the Council of the City of Avondale (i) has determined that such portion of the PUE situated within the Right-of-Way has no further useful purpose or value as an easement and (ii) desires to abandon whatever right, title, or interest it has in that portion of PUE situated within the Right-of-Way in order to facilitate the construction of roadway improvements along Avondale Boulevard, at the Interstate 10 traffic interchange.

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

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

SECTION 2. Any portion of the PUE situated within the Right-of-Way, as more particularly described and depicted in Exhibit A is hereby abandoned by the City.

SECTION 3. The immediate operation of this Ordinance is necessary to preserve public health and safety by ensuring timely completion of certain public infrastructure during the limited annual “dry-up” period; therefore, an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage and approval by the City Council as required by law, and this Ordinance is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

SECTION 4. That the Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

SECTION 5. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, January 11, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1398-110

[Legal Description and Map of Right-of-Way]

See following pages.

**LEGAL DESCRIPTION FOR  
NEW RIGHT OF WAY  
(Maricopa County Assessor Parcel No. 500-01-018)**

That portion of the Northeast quarter of Section 1, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the East quarter corner of said Section 1 (3" brass cap) from which the Northeast corner of said Section 1 (3" brass cap) bears North 00°02'35" West, 2627.36 feet;

thence North 00°02'35" West, 171.26 feet along the East line of said Section 1;

thence departing said East line South 89°57'25" West, 65.00 feet to the West line of the East 65.00 feet of said Section 1 and the POINT OF BEGINNING;

thence departing said West line of the East 65.00 feet of Section 1, North 02°45'02" West, 317.54 feet;

thence North 22°21'50" West, 3.95 feet;

thence North 00°02'35" West, 49.91 feet;

thence North 15°32'46" West, 30.56 feet to the southerly right of way of the I-10 Phoenix-Ehrenberg Highway;

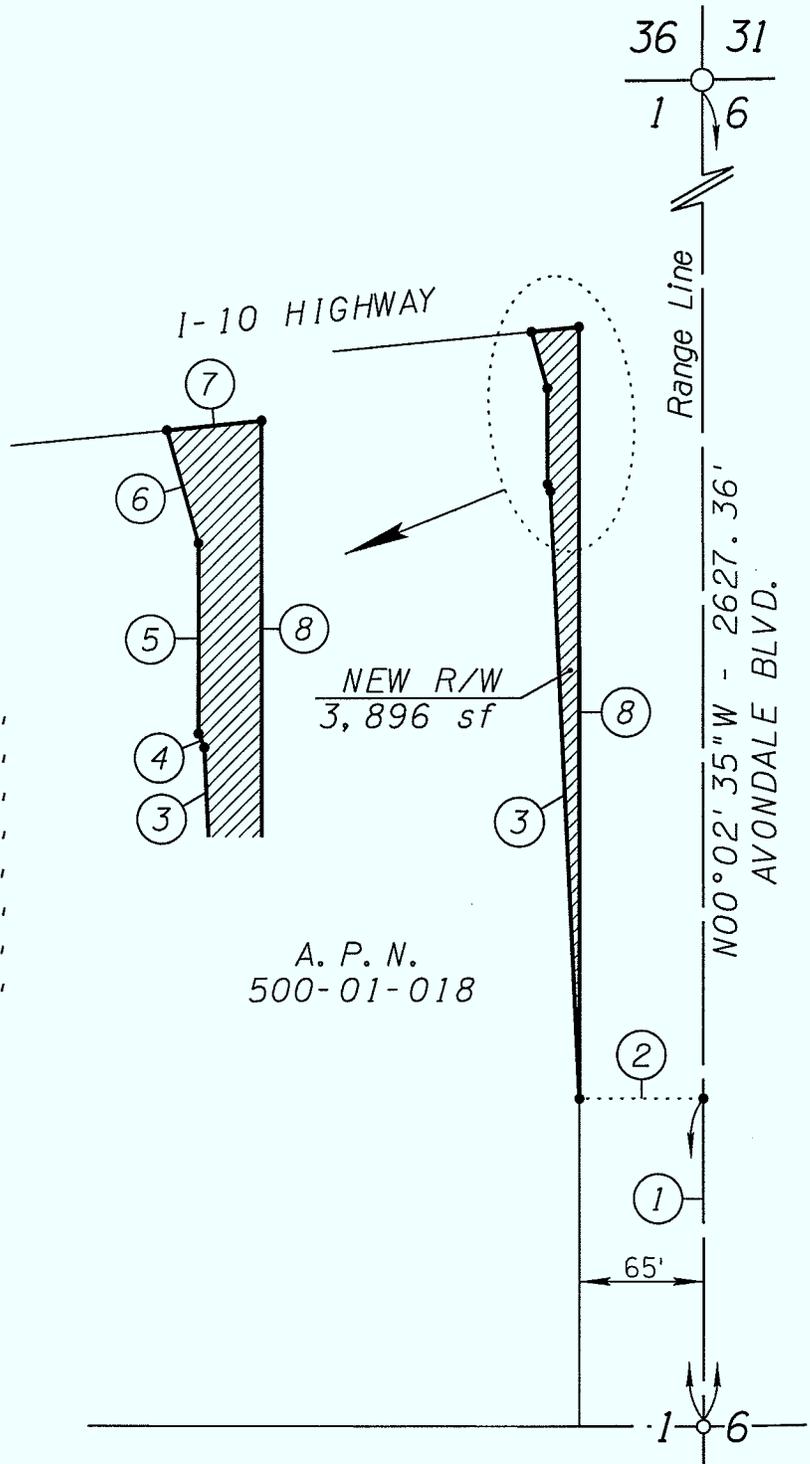
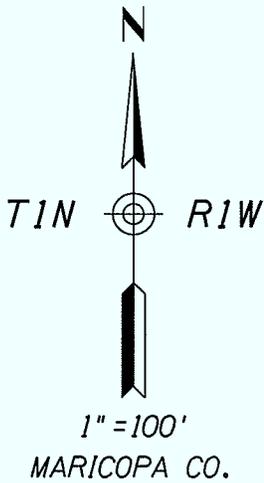
thence North 84°23'21" East, 24.79 feet along said southerly right of way to said West line of the East 65.00 feet of Section 1;

thence departing said southerly right of way, South 00°02'35" East, 402.61 feet along said West line of the East 65.00 feet of Section 1 to the POINT OF BEGINNING.

Said New Right of Way contains 3,896 square feet or 0.0894 acres more or less.

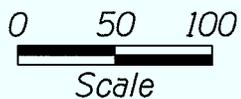
# EXHIBIT A1 NEW RIGHT OF WAY

A PORTION OF THE NE4 OF SECTION 1, T1N, R1W,  
G&SRM, RECORDS OF MARICOPA COUNTY, ARIZONA



DATA TABLE

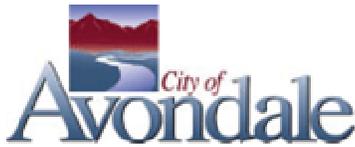
1	N00°02'35"W	171.26'
2	S89°57'25"W	65.00'
3	N02°45'02"W	317.54'
4	N22°21'50"W	3.95'
5	N00°02'35"E	49.91'
6	N15°32'46"W	30.56'
7	N84°23'21"E	24.79'
8	S00°02'35"E	402.61'



**URS**

7720 North 16th Street  
Suite 100 - Phoenix, AZ  
85020 - 602.371.1100

EXHIBIT OF NEW RIGHT OF WAY  
AVONDALE BLVD. & I-10



# CITY COUNCIL REPORT

**SUBJECT:**  
Zoning Ordinance Text Amendment - Section 7,  
Supplementary Regulations

**MEETING DATE:**  
January 11, 2010

**TO:** Mayor and Council  
**FROM:** Sue McDermott, Development Services Director/City Engineer (623) 333-4211  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

As part of the ongoing comprehensive update to Avondale's Zoning Ordinance, staff is proposing a text amendment to Section 7, Supplementary Regulations. This Section provides for general requirements that supplement other sections of the zoning ordinance to include height limitations, lighting, accessory buildings, wireless facilities, and design standards. Section 7 currently contains the following nine subsections:

**Section 701, Applicability:** This subsection clarifies that the requirements contained within the remainder of Section 7 apply unless the topic is specifically addressed elsewhere in the Ordinance.

**Section 702, General Requirements:** This subsection establishes regulations and/or supplements provisions found elsewhere within the Ordinance for the following: Soil excavation; Division of property (in concert with Chapter 22 of the Municipal Code, Subdivision Regulations); Projections into required yards (e.g. bay windows, chimneys, cornices); the use of mobile homes for non-residential purposes; site visibility; building coverage (in concert with Section 2, Residential Districts); and the location of mechanical equipment on a property.

**Section 703, Detached Accessory Buildings:** This subsection establishes development standards (e.g. setbacks, building height) for detached accessory buildings such as garages, sheds, and guest houses. This subsection applies only to residential properties and works in unison with the standards contained in Section 2, Residential Districts.

**Section 704, Height Limitations:** This subsection regulates the height of specific types of structures exempt from standard height requirements, including church spires, flagpoles, clock towers, and chimneys. Subsection 704 also sets limits for the height of building mounted equipment and parapet walls.

**Section 705** is currently unused and reserved for future use.

**Section 706, Swimming Pools:** This subsection prescribes standards for private and public swimming pools, establishing a requirement for fencing (for safety purposes) and determining setbacks from property lines.

**Section 707, Outdoor Lighting:** This subsection contains various standards intended to minimize light pollution, reduce glare, increase energy conservation, and maintain the quality of Avondale's physical and aesthetic character. This subsection, which includes requirements that fixtures be shielded and light be directed downwards, is also intended to help preserve dark skies for the benefit of astronomy in the region.

**Section 708, Towers and Antennae:** This subsection was created in May 2009 to govern the location and design of personal wireless service facilities (PWSFs), commonly called cell towers, and transmission towers, such as radio towers.

**Section 709, Miscellaneous Standards:** This subsection contains standards relating to the design of non-residential buildings and sites. Subsection 709 was created in June 2009 when all non-landscaping related standards contained in the previous Section 12, Design Standards for Commercial and Industrial Districts, were relocated upon adoption of the new Section 12, Landscaping, Walls, and Fences.

The current version of Section 7 can be found as Exhibit A of this report. Please note that the attached version does not contain any changes being considered by staff.

#### **BACKGROUND:**

Tonight's presentation represents the first time this item has been presented to City Council or Planning Commission. Prior to adoption of a revised Section 7, the full text of the proposed Section will be evaluated during public hearings before both the Planning Commission and City Council. Final drafts of the proposed revisions will be provided to the Planning Commission and City Council prior to the public hearings.

Additionally, a neighborhood meeting will be scheduled once a public review draft has been internally vetted. The neighborhood meeting, and all successive public hearings, will be advertised in the West Valley View. In addition, all people who have expressed an interest to be on the City's text amendment notification list will be informed of all meetings by email and will be provided with the latest drafts of the proposed Section 7 revisions.

#### **DISCUSSION:**

Staff has identified a multitude of tasks to be accomplished with this amendment, several of the more significant tasks are:

- Strengthen outdoor lighting standards to further protect dark skies, keeping in mind the important role outdoor lighting plays in development, from both a commercial viability and CPTED (Community Policing through Environmental Design) perspective. One specific strategy to help accomplish this task may be to impose a cap on the total light perceived by the human eye (lumens) on a per acre basis.
- Make certain that provisions regulating accessory buildings in residential yards are adequate to emphasize that the primary purpose of a yard is for private open space. Currently, provisions may be too lax and allow property owners to erect an unlimited amount of sheds and other smaller buildings in the rear yards.
- Create a new subsection to establish performance standards. Incorporating performance standards into the Ordinance will add an additional enforcement tool to ensure that businesses and residences don't negatively impact their surroundings by creating, amongst other things, loud noise, odors, excessive heat, dust, or heavy traffic on local streets (as opposed to arterial or collector streets).
- Overhaul the design standards for non-residential development by moving provisions to more appropriate locations within the Ordinance (e.g. parking lot related standards to Section 8, Parking etc), adding new standards for site design and architecture in line with the City's current vision and design manuals, and deleting and/or revising outdated provisions which are no longer in the best interests of the City.
- Eliminate the provision which allows buildings to be built across property lines. By requiring lot combinations in those instances, development will occur in a more orderly fashion.
- Revisit swimming pool standards by adding provisions to ensure proper maintenance and to prohibit undesired methods of discharge.
- Clarify that the use of mobile homes and travel trailers is appropriate only for specified temporary uses, such as for construction offices, temporary golf clubhouses, and seasonal

uses such as Christmas tree lots.

- Revise all text throughout this section to ensure that meanings are clear and easy to follow.
- Update several provisions to account for new technologies, such as photovoltaic (solar) panels and satellite dishes.
- Create definitions for any terms which may not be common knowledge paying particular attention to lighting and design terminology.

**RECOMMENDATION:**

Staff is seeking direction from City Council on proposed changes to Section 7, as outlined above. If the Council has additional ideas not discussed in the section above, Council members are encouraged to share those ideas with staff as well.

This item is for City Council discussion only. No formal action is required.

**ATTACHMENTS:**

Click to download

- ▢ [Exhibit A - Current Zoning Ordinance Section 7, Supplementary Regulations](#)

## **SECTION 7 SUPPLEMENTARY REGULATIONS**

### Section 701: Applicability

Notwithstanding any specific requirements outlined in this Ordinance, the following general regulations, where applicable, shall apply.

### Section 702: General Requirements

- A. No person, firm or corporation shall strip, excavate or otherwise remove topsoil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
- B. Every dwelling shall be located and maintained on a “lot” as defined herein.
- C. No space needed to meet the width, yard, area, coverage, parking or other requirements of this Ordinance for a lot or building may be sold or leased away from such lot or building.
- D. No parcel of land which has less than the minimum width and area requirements for the zone in which it is locate may be cut off from a larger parcel of land for the purpose, whether immediate or future, of building or development as a lot.
- E. Every part of a required yard shall be open to the sky and unobstructed except for accessory buildings in a rear yard. The ordinary projections of skylights, window sills, belt courses, cornices, chimneys, flues and other ornamental features and open or lattice enclosed fire escapes, fireproof outside stairways and balconies may project into a yard not more than five (5) feet except in the case of a side yard where it shall not come nearer than three (3) feet.
- F. No lot shall be divided in such a way that any division of such a lot shall contain more dwelling units than are permitted by the zoning regulations of the district in which such lot is situated.
- G. On an interior lot, in any Residential District, having no access to an alley and where the garage or carport is not attached to the main building, required side yards shall be maintained.
- H. A mobile home, recreational vehicle, or similar vehicle shall not be considered a dwelling unit, nor occupied as such unless located in a recreational vehicle or mobile home park or mobile home subdivision. A mobile home, recreational vehicle, or similar vehicle shall be prohibited as a facility for any non-residential use permitted in this Ordinance, except (1) construction trailers and offices which are required while construction is on-going on a site; and (2) as a residence for a caretaker and family in an industrial zone subject to a conditional use permit per Section 403.B. and 404.B.
- I. Any enclosed porch or one capable of being enclosed shall be considered a part of the main building in the determination of the size of yard or lot coverage.
- J. Bay windows, including their cornices and eaves, may project into any required yard not more

than two (2) feet, provided, however, that the sum of such projections on any wall does not exceed one third (1/3) the length of said wall.

- K. Where two (2) or more lots are used as a building site and where main buildings cross lot lines, then the entire area shall be considered as one (1) lot, except that the front of the parcel shall be determined to be the front of the individual lots as originally platted or laid out.
- L. In all zones which require a front yard, no obstruction to view in excess of two (2) feet in height shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points thirty-three (33) feet from the intersection of the street lines, except trees pruned high to permit unobstructed vision for automobile drivers; and pedestal type identification signs and pumps at gasoline service stations.
- M. Mechanical equipment, including but not limited to heat/cooling equipment, pool pumps, electrical equipment and motors directly related to the primary use of the property, shall be restricted from use in the front yard.

#### Section 703: Detached Accessory Buildings

In all Residential Districts, detached accessory buildings shall conform to the following restrictions concerning their locations on a lot.

- A. Any detached accessory building not in the rear one-half (1/2) of the lot shall maintain such yards as are required for a dwelling unit on the same lot.
- B. All detached accessory buildings placed in the rear half (1/2) of the lot may encroach into the required rear and side yard setbacks except in the following instances:
  - 1. On a through lot, the accessory buildings shall not be located closer to the rear property line than the distance required for front yard setback.
  - 2. On a corner lot contiguous to a key lot, no detached accessory building shall be erected or altered so as to come closer to the street side of the corner lot than the front yard required on the key lot, but in no event greater than twenty-five (25) feet.
  - 3. On any other corner lot, the accessory buildings shall not be located closer to the street side property line than the setback required for the main building.
  - 4. On a lot in the AG District, the accessory buildings shall not be located closer than twenty (20) feet to rear and side property lines.
- C. No building which is accessory to any residential building shall be erected to a height greater than fifteen (15) feet; except on a residential lot in the AG District, a shelter for the keeping of animals or fowl may be erected to the maximum height allowable for the main building in that district.
- D. No accessory buildings shall occupy more than twenty-five percent (25%) of the area lying between the rear of the main building and the rear property line.

- E. No detached accessory building designed or used for sleeping or living purposes shall be closer to any line than is required for a dwelling unit on the same lot.

#### Section 704: Height Limitations

The following limitations shall apply:

- A. Attached church spires, crosses, belfries, cupolas, flagpoles, clock towers, or similar features may extend above the roof no more than the height of that building. Detached features shall be no greater than twice the height of the highest building on site.
- B. Chimneys, bulkheads, penthouses and domes not for human occupancy, ventilators, skylights, water tanks, and other similar mechanical equipment shall be limited to twelve (12) feet above the roof level.
- C. Parapet walls or cornices (without windows) may extend to a maximum of five (5) feet above the building height limit.

#### Section 705: Reserved

#### Section 706: Swimming Pools

The following regulations shall apply to all swimming pools.

- A. All swimming pools shall be enclosed by a solid wall or fence or chainlink fence not less than five (5) feet in height. All gates shall be self-closing with self-locking latches and be constructed in such a manner as to prevent uninvited access. Wrought iron gates and fences shall have bar openings spaced at a maximum of four (4) inches.
- B. In any Single-Family Residential District, private swimming pools shall be located in the side or rear yards, shall not be any closer than three (3) feet to any property line and may not be located within any recorded easement except with a written approval of the easement holder. In case of a corner lot, a pool may not be located closer than five (5) feet to the street side property line.
- C. In any district other than those above, a private swimming pool or a semi-public swimming pool shall not be closer than seven (7) feet to any property line, except that in the case of a corner lot, a swimming pool shall not be closer than ten (10) feet to the side property line on the street side.
- D. No public swimming pool shall be located closer than twenty-five (25) feet to any lot line on the lot on which it is situated.
- E. The above regulations shall apply to all non-permanent wading pools made of rubber, plastic or similar materials containing water with a depth of more than eighteen (18) inches.
- F. Swimming pools shall not be located in the required front yard of any district.

## Section 707: Outdoor Lighting

### A. Purpose

These regulations are intended to establish procedures and standards that ensure minimal light pollution, reduce glare, increase energy conservation and maintain the quality of Avondale's physical and aesthetic character. These regulations further implement the City of Avondale comprehensive General Plan and are found to be in the furtherance of the public health, safety and welfare. They are also intended to aid in the control of lighting that detrimentally affects astronomical observation. For the purposes of this section, "*visible from contiguous real property*" shall mean any light levels, which exceed a light level of 1-foot candle at the property line.

### B. Applicability

These regulations shall not apply to lighting installed prior to July 4, 2002. These regulations shall not apply to public streetlights. These regulations shall apply to all outdoor lighting including, but not limited to, search, spot or floodlights for:

1. Buildings and structures.
2. Recreational areas.
3. Parking lot lighting.
4. Landscape lighting.
5. Other outdoor lighting.

### C. Standards

1. *Recreational lighting.* The following standards apply to the lighting of all outdoor recreational facilities except baseball, softball, soccer, volleyball or football fields; driving ranges; and outdoor arenas and amphitheaters, or other field recreation facilities.
  - a. The height of any light fixture or illumination source shall not exceed twenty (20) feet.
  - b. All lighting or illumination units or sources shall be hooded or shielded so that they are not visible from any contiguous lot or real property.
  - c. Lights or illuminating units shall not cause light to be cast upon any contiguous real property, either directly or through a reflecting device.
  - d. All of the recreational lighting excepted from the above standards shall meet the following standards:

1. All metal halide lamps shall be filtered by glass, acrylic, or translucent enclosures.
  2. No lighting of one hundred fifty (150) watts or greater shall be used after 11:00 p.m. contiguous to any residential district or use.
  3. Shields shall be provided to control external glare and minimize uplight and offsite light trespass so that light levels do not exceed one foot candle at the property line contiguous to residential districts or uses.
  4. Lighting for special events after 11:00 pm requires a Temporary Use Permit for areas contiguous to any residential district or use.
2. *Sign lighting.* External lighting of the face of signs shall be placed above the sign and shielded in a manner that the illumination source shall not be visible from any contiguous lot or real property. All signage shall be constructed in conformance with Section 9 of this Ordinance.
  3. *Security, landscaping, architectural, or other lighting.*
    - a. All other outdoor lights shall be shielded and directed according to the following schedule:

Wattage of Each Light Source	Shielding Required	Directed Downward
Up to 100	No	No
100 to 175	Yes	No
Over 175	Yes	Yes

- b. Building mounted light fixtures shall be attached only to walls and the top of the fixture shall not be higher than the top of the parapet or roof, whichever is higher. Said lights shall be shielded and directed downward.
4. *Other pole-mounted lighting (parking, walkways, etc.).*
  - a. All lights mounted on poles eight (8) feet or greater in height shall be directed down. The light source shall be shielded so that it will not be visible from any contiguous real property.
  - b. Any pole-mounted lighting shall have a maximum height of twenty-five (25)

feet. In or within thirty-five (35) feet of any residential zoning district and all light fixtures shall not exceed sixteen (16) feet in height.

5. *Searchlights.* The operation of searchlights shall be allowed subject to the following conditions:
  - a. During the months of May through October, searchlights shall be operated only between the hours of 6:00 a.m. and 11:00 p.m.;
  - b. During the months of November through April, searchlights shall be operated only between the hours of 7:00 a.m. and 10:00 p.m.; and
  - c. Searchlights shall not be operated on residentially zoned properties except for grand openings of new developments.
  - d. All searchlights shall be pointed skyward such that no direct light therefrom shall shine upon any building or structure.
6. *Mercury vapor lamps.* The installation of mercury vapor fixtures is prohibited.

D. Submittals Required

All new construction or reconstruction shall submit an outdoor lighting plan for the entire site, which indicates how the standards of this Section 707 are to be met.

E. Nonstandard Lighting

Any lighting, which does not meet the standards of this Section 707, shall require a use permit.

Section 708: Towers and Antennae

A. General Requirements.

1. The site of a Personal Wireless Safety Facility (“PWSF”) or a Transmitting Tower must provide paved access and at least one (1) parking space designed to applicable city standards which parking space may be incorporated as part of the maneuvering areas and access drives. This requirement can be waived by the Zoning Administrator when hard surfaced adjacent or nearby parking already exists, or when the Zoning Administrator concludes that the goals of the City are better served by modifying the parking requirement.
2. Applicants shall be responsible for registering all qualifying PWSFs or Transmitting Towers with the Federal Aviation Administration (FAA) and Federal Communications Commission (FCC).
3. Signs warning against trespassing and climbing support structures shall be posted near all scalable PWSFs and Transmitting Towers located outside of secured areas. Step pegs shall not be placed lower than fifteen (15) feet from grade.

4. If a PWSF or Transmitting Tower ceases operation, the PWSF/Transmitting Tower and related equipment shall be removed by the provider or the provider's representative within six (6) months of the shut down date.
5. Associated ground equipment shall be completely screened by dense landscaping and either (a) a masonry enclosure that meets the requirements of Section 12 of this zoning ordinance or (b) a decorative cabinet as approved by the Zoning Administrator. Equipment enclosures/cabinets which exceed four (4) feet in height shall not be located within the required building setback area for the zoning district in which the facility is located. Setback and screening requirements may be waived by the Zoning Administrator in instances where ground equipment is placed inside an existing, walled electrical substation or similar facility which encroaches into a required setback. In no instance shall ground equipment be located within the public right-of-way.
6. To the extent possible and in addition to any specific requirements set forth in subsections 708 (B) and (C) below, all components of a PWSF or Transmitting Tower shall be finished or painted so as to minimize the visual obtrusiveness of the structure and shall not be illuminated unless otherwise required by state or federal regulations. Arrays and associated cables shall be painted to match the PWSF or Transmitting Tower to reduce visual impact.

#### B. Personal Wireless Service Facilities.

1. Freestanding PWSFs.
  - a. Freestanding PWSFs under thirty-five (35) feet in height are permitted in all zoning districts subject to administrative approval. Freestanding PWSFs thirty-five (35) feet or greater in height are permitted in all zoning districts subject to conditional use permit approval.
  - b. Prior to approval, the applicant must demonstrate an inability, or technical rationale, for not co-locating the PWSF on an existing vertical element. The applicant must provide the following information for City review:
    - 1) A comprehensive list of all existing vertical elements of within a 1/2 mile radius of the proposed site which are: (a) of sufficient height to be used for PWSF co-location and (b) eligible for co-location under City requirements.
    - 2) A written narrative statement explaining why co-location on the existing vertical elements identified according to subsection 708(B)(1)(b)(1) above was not pursued, or is not a viable alternative to the proposed site.

- 3) Map exhibits displaying: (a) the existing gap in signal coverage the new PWSF will remediate and, (b) the projected signal coverage of the new PWSF.
  - c. Freestanding PWSFs shall be set back from all property lines a minimum distance of one (1) foot for each one (1) foot of the PWSF's height above finished grade except that freestanding PWSFs located within electrical substations, receiving stations, or government facilities shall be exempt from setback requirements.
  - d. Freestanding PWSFs shall be Alternative Structure designs, (otherwise referred to as "stealth designs") in character with the surrounding area (i.e. a flagpole at a public building, a palm tree in an area with mature palm trees, a pine tree in an area with mature evergreen trees or a saguaro cactus in an area with other, mature saguaro cactus); provided, however, that monopole, lattice tower or guyed tower designs may be permitted without Alternative Structure designs, if the applicant provides the Zoning Administrator with such information as necessary to determine that the PWSF will only be visible from permanently unoccupied areas or that the character of the proposed tower will blend in with the surrounding area (i.e. within the confines of an electrical substation containing other structures of similar height).
2. Building Mounted PWSFs.
    - a. PWSFs mounted on buildings are permitted in all zoning districts subject to administrative approval.
    - b. PWSFs mounted on buildings shall be alternative structures integrated into the design of the building as an integral architectural element or roof mounted and completely screened by the height of the parapet. All wireless communications equipment, including associated ground equipment, shall be completely concealed from view.
    - c. Architectural features used to conceal PWSFs mounted on buildings shall not extend above the roof more than twice the height of the building. For example, a building with a height of 30 feet may incorporate a PWSF within a thirty (30) foot bell tower (for a total height from finished grade of sixty (60) feet) if all other conditions of this zoning ordinance are met.
  3. Location of PWSFs on existing vertical elements.
    - a. PWSFs may be mounted on the following existing vertical elements subject to administrative approval:
      - 1) Pre-existing or planned electrical poles.
      - 2) Pre-existing monopoles, guyed towers or lattice towers.

- 3) Athletic field lighting towers.
  - 4) Other existing vertical elements on which the mounting of antennas will not significantly alter the function and character of the structure as determined by the Zoning Administrator.
- b. PWSFs mounted on existing vertical elements shall not cause the height of the element to increase, except that PWSFs mounted on electrical poles may extend up to fifteen (15) feet above the existing height of the electrical pole.
  - c. PWSFs mounted on existing elements shall utilize the smallest antenna and array sizes technically and reasonably feasible.
  - d. To the extent possible, all visible components of a PWSF shall be finished or painted to match the existing vertical element, to minimize visual obtrusiveness, and shall not be illuminated unless otherwise required by state or federal regulations.
  - e. PWSFs located on power poles less than 69kV shall lose their right to operate and all components shall be removed when power lines are undergrounded as required of development projects occurring on properties abutting the PWSF. This provision shall apply only to PWSFs installed after June 18, 2009.

#### C. Transmitting Towers (Excluding PWSFs).

1. Transmitting Towers are allowed only in the CP and A-1 Districts subject to a Conditional Use Permit. City-owned and operated Transmitting Towers are allowed in all zoning districts and shall be exempt from these requirements.
2. Any pole or tower exceeding thirty-five (35) feet shall be located at least one (1) foot from all property lines for every one (1) foot of the Transmitting Tower's height above finished grade.

#### Section 709: Miscellaneous Standards

##### A. General

1. General.
  - a. The intersections of arterial or section line streets are a dominant feature of the urban landscape, serving as major focal points of activity in the community. Because of the importance of these intersections, additional landscaped setbacks and design features, beyond the required minimum standards, may be imposed on property at these intersections by the City at the time of re-zoning and/or site plan approval. Such additional features may involve:

- (1) wider setbacks;
  - (2) unique building orientation and design;
  - (3) special landscape features such as fountains, walls, and screening devices;
  - (4) unique building architecture.
- b. All landscaped areas adjacent to vehicular parking and access areas shall be protected by six-inch (6") vertical concrete curbing in order to control storm water flows and minimize damage by vehicular traffic.
  - c. Clustering of trees and shrubbery shall be encouraged to accent focal points or landmarks and to provide variety to the streetscape. Contouring of the ground and placement of mounds and earth berms along streets shall be required.
  - d. When commercial or industrial uses are adjacent to a residential use or district, the following building separation to property line shall apply:

<u>Building Height</u>	<u>Setback</u>
1 story (15')	25'
2 story (35')	50'

- e. Parking Lot Landscaping
  - 1. Parking islands or landscaped areas shall be installed at least every twelve (12) consecutive parking spaces; such islands shall be a minimum of five (5) feet wide and contain a minimum of fifty (50) square feet in area.
  - 2. Any landscaped area used for vehicular overhang shall not be counted towards the required landscaping.

B. Site Organization and Development

1. General

a. Screening Standards

- (1) The storage of materials, trash, equipment, vehicles, or other items within an enclosed storage area should not be substantially visible from adjoining streets or properties.
- (2) All loading, delivery and service bays should not front onto a public street and shall be screened from public view with at least a six (6) foot wall, constructed of brick, slump block, or masonry with a stucco or

mortar wash finish, designed to match the main building on the site.

Exception: In the A-1 zone, these bays must be screened from arterial streets only.

- (3) Dismantling, servicing, repairing, etc. of vehicles and/or equipment shall be within completely enclosed building or within an area enclosed by brick, block, or masonry walls.
- (4) Parking lots shall be screened from street view in accordance with Section 503.D.
- (5) Outside display of cars, boats, trailers, trucks and other vehicles shall meet the screening requirements for parking lots.
- (6) Car wash service bays shall not face onto or be substantially visible from any public street and are subject to the screening standards in 3. above.

b. Service Station Design Standards

- (1) The repair of motor vehicles shall not include painting, upholstering, body and fender work or major overhauling.
- (2) The minimum dimension of any service station site shall be one hundred-fifty feet (150').
- (3) Pump islands shall be located at least thirty (30) feet from the street right-of-way line.
- (4) The outside display of tires, oil or other sale items shall be located adjacent to the main building.
- (5) Service areas and bay doors shall not front onto or be substantially visible from any public street and are subject to the screening standards in Subsection A.3. above.
- (6) Service stations, which are situated within a larger commercial development, shall be separated from adjacent property by a three (3) foot wall, landscaping, or curbing, except for necessary driveways, in order to control vehicular movements and circulation.
- (7) The design of the service station building and site shall be compatible with the type of development in or anticipated in nearby areas.
- (8) Service stations shall be subject to all landscaping and design standards contained in this Section, including screening of parking and maneuvering areas with walls and landscaping.

c. Driveways

- (1) The following schedule shall serve as a guide for the allowable number of driveways on a site, unless modified by traffic studies:
  - a) one driveway per abutting street;
  - b) one additional driveway for sites with a continuous frontage of at least three-hundred (300) feet; or, two (2) additional driveways for sites with a continuous frontage of at least six-hundred (600) feet;
  - c) an additional service driveway may be allowed where patrons of the development are not likely to use it (example: service driveway for a shopping center).
- (2) Driveways shall not be located closer than one-hundred (100) feet to a street intersection (may be reduced to seventy-five (75) feet in certain instances of hardship).
- (3) The joint use of a single driveway by two (2) or more adjoining parcels is encouraged.
- (4) Right-turn lanes along public streets are encouraged for establishments with high vehicle counts to reduce disruption to through traffic. A right-turn lane should be considered for retail sites with more than eighty-thousand (80,000) square feet of building area. The right-turn lane should be utilized at the primary entrance to the site.
- (5) All buildings must have adequate access for fire and emergency vehicles. The minimum width of a fire lane is twenty (20) feet.

d. Miscellaneous Design Standards

- (1) No walls, buildings, or other obstructions to view in excess of two (2) feet in height shall be placed on any corner lot within a triangular area formed by the street right-of-way lines and a line connecting them at points thirty-three (33) feet from the intersection of the street right-of-way lines. Trees may be located within the triangle provided they are pruned to permit unobstructed vision.
- (2) All trash or refuse collection areas shall be enclosed by a six (6) foot masonry wall, styled to match the material of adjacent walls or the main building on the site.
- (3) All outdoor lighting shall be directed down and screened away from adjacent properties and streets.

- (4) All undeveloped building pads within developed shopping centers or similar projects shall be either paved in asphalt or landscaped to control dust and erosion.
- (5) Electrical utility, cable TV and all other utility lines for buildings shall be placed underground. Overhead lines are prohibited.

### C. Building Design

#### 1. Intent

The intent of this Section is to establish standards to encourage the orderly and harmonious appearance of structures along the City's thoroughfares.

#### 2. General Requirements

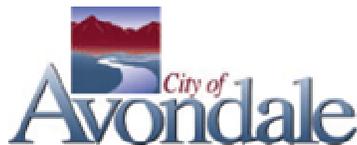
- a. The architecture of buildings shall not be prescribed and the City encourages variety in the style of structures. The architectural character of a proposed structure, however, shall be in harmony with and compatible to those in the immediate proximity, but avoiding excessive variety or monotony.
- b. The City encourages and expects high quality construction and design of buildings with respect to materials, colors, finishes, form and scale.
- c. Signage shall be considered an integral design element of any building and shall be compatible with the exterior architecture with regard to location, scale, color and lettering.
- d. The building facades of large, massive structures shall be architecturally styled to achieve a smaller scale consistent with the character of Avondale. Large building walls shall be broken to reduce scale and provide variety to the streetscape by use of landscaping and architectural treatment.
- e. Buildings should be sited and designed to achieve an optimum level of energy efficiency with regard to solar orientation.
- f. Mechanical equipment, whether ground level or roof-mounted, shall be screened from public view and be so located to be perceived as an integral part of the building.
- g. Accessory equipment capable of generating noise and vibrations shall be properly insulated and the noise and vibrations shall not be apparent from adjacent properties or the public right-of-way.
- h. Mission tile, concrete tile, wood shake, or similar grade roofing material shall be used on all pitched roofs.
- i. Equipment such as, but not limited to, telephones, vending machines, and ice

machines shall be screened from street view and placed in an area designed for their use, which is an integral part of the structure.

3. All four sides of a building shall receive consistent architectural treatment.

D. Specific Building Design Requirements

1. Buildings with metal or steel exteriors shall be architecturally altered through the construction of veneers, facades, or other architectural treatments and installation of landscaping to minimize the extent of metal surfaces visible from the street. All roof-mounted mechanical equipment shall be screened in accordance with Section 505.B.6.
2. Drive-thru windows shall not face onto a public street. Stacking lanes shall be screened from the street with three (3) foot masonry walls and/or berms.
3. All buildings located within a unified, planned development, such as a shopping center, shall be architecturally styled to achieve harmony and continuity of design. Building elevations shall be coordinated with regard to color, texture, materials, finishes, and form.



# CITY COUNCIL REPORT

**SUBJECT:**

Zoning Ordinance Text Amendment - Section 8,  
Off-Street Parking

**MEETING DATE:**

January 11, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, Development Services Department/City Engineer (623) 333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

As part of the ongoing comprehensive update to Avondale's Zoning Ordinance, staff is proposing revisions to Section 8, Off-Street Parking. The purpose of Section 8 is to establish standards for the provision of adequate off-street parking, loading and maneuvering spaces in a manner which is safe, efficient, convenient and visually attractive. This section is currently organized into the following six subsections:

**Section 801, Purpose and Applicability:** This subsection establishes the purpose for the regulation of parking and also sets the parameters for when conformance with the provisions of Section 8 will be required.

**Section 802, Definitions:** This subsection contains definitions for terms used in the remainder of the Section.

**Section 803, General Requirements:** The provisions contained within this subsection regulate a variety of items such as minimum driveway lengths and widths, acceptable surface materials, parking of vehicles in front yards, parking of large (commercial) vehicles on residential lots, parking of recreational vehicles and boats on residential lots, and parking lot design.

**Section 804, Required Parking Schedule:** This subsection specifies the minimum number of parking spaces required to be provided, based upon the use of a building or land, for example a building used for retail sales must provide parking at the rate of 1 space for each 300 square feet of gross floor area. This subsection also contains a provision which allows for reduced parking requirements for mixed use development subject to a Conditional Use Permit.

**Section 805, Parking and Access Standards:** This subsection establishes a minimum parking space size (10'x 20') as well as minimum parking lot aisle widths.

**Section 806, Accessible Parking:** This subsection requires accessible parking be provided in conformance with the requirements of the Americans with Disabilities Act (ADA), Arizonans with Disabilities Act (AZDA), Federal Fair Housing Act (FFHA), and the International Building Code (IBC). The current version of Section 8 can be found as Exhibit A of this report. Please note that the neither the subsection descriptions, above, nor the attached version of Section 8, contain any of the changes being considered by staff.

**BACKGROUND:**

Tonight's work session represents the first time this item has been presented to City Council or Planning Commission. Prior to adoption of the amended Section 8, the full text of the proposed

Section will be evaluated during public hearings before both the Planning Commission and City Council. Final drafts of the proposed revisions will be provided to the Planning Commission and City Council prior to the public hearings.

Additionally, a neighborhood meeting will be scheduled once a public review draft has been internally vetted. The neighborhood meeting, and all successive public hearings, will be advertised in the West Valley View. In addition, all people who have expressed an interest to be on the City's text amendment notification list will be informed of all meetings by email and be provided with the latest drafts of the proposed Section 8 revisions.

### **DISCUSSION:**

Staff has identified a number of tasks to be accomplished with this update. Several of the more significant tasks are:

- Find creative new ways to reduce parking requirements for infill developments and transit-oriented developments which may be impacted by limited area or lesser demand, as well as for master planned mixed-use developments for which a parking area could be utilized by different users whose peak demand periods do not coincide.
- Update the required parking schedule to ensure that the ratios contained therein are based on the most current usage projections, making changes to the ratios and/or adding new uses where it is determined necessary.
- Establish maximum parking requirements (in addition to minimum parking requirements) in order to limit the extent of paved surfaces which are underutilized and contribute to the heat island effect.
- Expand the list of smooth surface materials allowed for driveways and parking areas to include types of decorative pavement (e.g. pavers, stamped concrete) and environmentally friendly permeable pavement (e.g. porous concrete).
- Develop design standards for parking areas to increase the attractiveness of parking lots, including requirements that parking lot lighting be located in landscaped areas and decorative pavement be used at all pedestrian crossings.
- Increase the minimum frequency in which landscaping islands and landscaping medians are provided within parking lots to enhance street appeal and augment shading.
- Increase the minimum parking space width and depth in order to make parking more convenient for users and reduce potential damage which may occur to vehicles while parked in lots.
- Create specifications for drive-through lanes, queuing spaces, and other on-site circulation elements not currently discussed in the Ordinance.
- Establish maintenance requirements for parking areas to ensure they remain usable and attractive at all times.
- Eliminate the current requirement that all single family homes be built with two-car garages and introduce provisions to allow for carports to be built in place of garages, particularly in Avondale's older areas where garages are atypical and where carports are in character with the surrounding development.
- Prohibit overnight parking of delivery vehicles (e.g. ice cream trucks) on residential parcels in order to restore serenity to Avondale's neighborhoods.
- Allow for reductions in driveway width for infill development in neighborhoods where twenty foot wide driveways are out of character with the surroundings.
- Create additional definitions to provide clarity for the terminology used throughout the Section.

### **RECOMMENDATION:**

Staff is requesting City Council direction on the outlined changes to Section 8, as discussed in the section above. If the Council has additional ideas not discussed in this section, Council Members are encouraged to share those ideas with staff as well.

This item is for City Council discussion only. No formal action is required.

## ATTACHMENTS:

Click to download

 [Exhibit A - Zoning Ordinance Section 8, Off-Street Parking \(Current Version\)](#)

## **SECTION 8: OFF-STREET PARKING**

### Section 801: Purposes and Applicability

#### A. Purpose

The intent of this Section is to establish standards for the provision of adequate off-street parking, loading and maneuvering spaces for the uses permitted in this Ordinance in a manner which is safe, efficient, convenient and visually attractive.

#### B. Applicability

1. Off-street parking and/or loading space shall be provided as prescribed herein at the time of:
  - a. Construction of a new building;
  - b. Any new uses of land;
  - c. Enlargement or addition of any new nonresidential building or use of land;
  - d. Creation of a new residential unit by adding to or subdividing an existing residential unit.

All required spaces shall be located on the lot or a contiguous lot, upon which the use is located.

2. Prior to the construction of any parking lot or the conversion of any land area for parking use, there shall be submitted to the Planning Department, a Parking Plan graphically describing the location and size of all parking stalls, driveways, walkways, landscaped areas, retention basins, and other improvements. The Parking Plan may be submitted as part of The Site Plan Review requirement as outlined in Section 106 if the parking lot is proposed for construction in conjunction with a building.

### Section 802: Definitions

#### A. Gross Floor Area:

The sum total of the areas of the floors of a building measured from the exterior faces of exterior walls or from the centerline of walls separating two (2) buildings; but not including underground parking spaces, uncovered steps, exterior balconies and exterior walkways.

#### B. Off-street Parking Space:

A paved and properly drained area, enclosed or unenclosed, required by this Code to be permanently reserved for parking one (1) motor vehicle. The size of such space shall be determined by Section 805 of this Part.

C. Commercial Vehicle:

Any motor vehicle with a manufacturer's chassis rating greater than one (1) ton.

Section 803: General Requirements

- A. All required off-street parking space shall be connected with a public street by a paved driveway not less than twenty (20) feet in length within the property line.
- B. All parking areas and driveways shall have a surface of masonry, concrete or asphalt except in the AG and R1-35 Districts where a dust free surface is permitted.
- C. Minimum driveway widths shall be twenty (20) feet for two (2) way drives and fourteen (14) feet for one (1) way drives.
- D. Required parking spaces shall not occupy the required front or street side yard in all districts, except as permitted in the A-1 district.
- E. Tandem arrangement of required spaces is prohibited.
- F. All commercial, industrial, and multi-family uses are prohibited from using alleys as access points to parking areas where the alley is adjacent to a single-family residential district.
- G. Where access to a parking lot or space for uses other than single-family residential is provided by an alley, said alley shall be minimum twenty (20) feet wide and paved to the nearest intersecting street as required by City standards.
- H. Motor vehicles may be parked in the front yard only when on an improved driveway leading to required off-street parking.
- I. On all residential lots, the parking of one (1) or more commercial vehicles with a manufacturer's chassis rating exceeding five (5) tons or the parking of two (2) or more commercial vehicles with a manufacturer's chassis rating of less than five (5) tons shall be considered a commercial use and is prohibited. Said commercial vehicles shall not be parked in the required front or street side yard and shall be screened from street view.
- J. All off-street parking lots shall be screened from street view and landscaped in accordance with Section 5 of this Ordinance.
- K. In single-family residential districts, one (1) additional parking space in excess of minimum requirements shall be permitted in the front yard. Such space shall be paved.
- L. All vehicular egress from parking lots to public right-of-way shall be by forward motion only, except in the case of single-family and two-family residences fronting on a local street or a primary or secondary collector street.
- M. Except where a wall is required, six (6) inch vertical concrete curbing shall be required around the perimeter of the parking area to protect landscaped areas and control vehicular circulation

and the flow of storm water.

- N. Within the residential zoning districts, recreational vehicles, boats, and trailer shall not be parked in the required front yard of a lot. Such vehicles, boats, and trailers may be stored in the side or rear yard of the lot, provided they are screened from street view by solid fencing or walls. Solid screening is not required in the AG, RR-43, or RR-18 Districts.
- O. The following regulations shall apply to all properties zoned for commercial or employment use, except as otherwise provided in this ordinance:
  - 1. Recreational vehicles, trailers, commercial vehicles, and combinations of vehicles exceeding 21 feet in length that are not owned or operated by a business on the property, shall not be parked except for the purpose of loading, unloading, emergency service, or patronizing a commercial use on site.
  - 2. The overnight parking of any vehicle for the purpose of camping or temporary or permanent habitation is prohibited.

Section 804: Required Parking Schedule

Except where noted, required parking is based on the gross square footage of the building.

A. Residential Uses

<u>Type</u>	<u>Required Parking</u>
Single-Family	2 car garage/unit
Two-Family	2 covered spaces/unit
Mobile Home	2 spaces/unit
*Multi-Family:	
Efficiency	1.5 spaces/unit
1 Bedroom	1.5 spaces/unit
2 Bedroom	1.75 spaces/unit
3 Bedroom	2 spaces/unit
Townhouse	2 spaces/unit

\*Plus: One (1) visitor space per ten (10) units must be provided. At least one (1) space per multi-family unit must be covered and assigned to a unit.

B. Institutional Uses

Churches:

Main Assembly building or area	1 space/100 sq. ft.
Classroom, other buildings	1 space/classroom plus 1
Elementary & JHS	1 space/200 sq.ft. floor area in office use
High schools, Colleges	1 space/200 sq.ft.
Trade, business schools	1 space/200 sq.ft.
Hospitals	1 space/200 sq.ft.
Convalescent Home	1 space/3 beds
Government offices	1 space/200 sq.ft.

C. Commercial Uses

Auditoriums, theaters, stadium or similar place of assembly	1 space/160 sq.ft. or 1 space/4 seats, whichever is greater
Private clubs, lodges, (no overnight accommodations)	1 space/200 sq.ft. or 1 space/5 seats in main assembly whichever is greater
Dance halls, Skating Rinks, Amusement Center, Recreation Centers	1 space/200 sq.ft.
Day Care Center	4 spaces plus 1 space per 10 children that center is licensed to accommodate
Funeral Homes	1 space/4 seats in main assembly area or 1 space/300 sq.ft.
Medical, Dental Offices, Clinics	1 space/200 sq.ft.
General Offices and Non-Retail Commercial	1 space/250 sq.ft.
Hotels, Motels, Boarding Homes, Guest Homes	1 1/3 spaces per sleeping room
Recreational Vehicle Parks	1.1 spaces per R.V. space
Restaurants, Cafes, Bars, Cocktail Lounges	1 space/50 sq.ft. of indoor public area and 1 space/200sq.ft. of outdoor area

Retail Sales	1 space/300 sq.ft.
Bulky Merchandise Sales, Nurseries, Building Materials, Equipment Rental	1 space/300 sq.ft.
Banks and Personal Service	1 space/150 sq.ft.
Bowling Alleys	4 spaces/lane
Tennis, Handball Courts	3 spaces/court
Golf Course	1 space/200 sq.ft. in main building PLUS 4 spaces per green

C. Industrial

Manufacturing and Industrial Uses	1 space/500 sq.ft.
Warehousing	1 space/500 sq.ft. for first 10,000 sq.ft. plus 1 space per 5,000 sq.ft. remaining gross floor area.

- E. In the case of mixed uses, the total requirement for off-street parking space shall be the sum of the requirements of the various uses computed separately as specified in this Section.
- F. Cumulative parking space requirements for mixed-use occupancies may be reduced where it can be demonstrated that the peak requirements of the several occupancies occur at different times. Special exceptions to the total number of spaces required by the addition of all of the uses shall be considered through the Conditional Use Permit procedure of this Code if supported by a parking demand study.

Section 805: Parking and Access Standards

A. Parking Space Sizes

1. The standard parking space shall be nine (9) feet wide by eighteen (18) feet long unless specified otherwise by this Code.
2. Parking spaces within long term parking areas servicing offices or industry may be reduced in size to eight (8) feet by eighteen (18) feet, provided the spaces are “designated” for employee parking through markings on wheel stops or pavement, use of directional signage, and/or segregation by separate driveways.
3. A two (2) foot wide landscape strip for vehicle overhang is permitted at the front of a parking space. Such landscape strip shall not count towards the minimum amount of landscaping required by this Code.

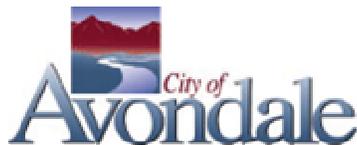
B. Parking lot aisle widths shall be in accordance with the following schedule:

	<u>Angle of Parking</u>				
	<u>*parallel</u>	<u>30</u>	<u>45</u>	<u>60</u>	<u>90</u>
one way aisle	12'	12'	13'	18'	24'
two way aisle	18'	18'	18'	18'	24'

\*Parallel parking spaces shall be twenty-two (22) feet long.

Section 806: Accessible Parking

- A. Accessible parking for non-residential developments shall be provided in conformance with the, Americans with Disabilities Act (ADA), Arizonans with Disabilities Act (AZDA) and International Building Code (IBC) as amended.
  
- B. Accessible parking for multiple-family residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Federal Fair Housing Act (FFHA) and International Building Code (IBC) as amended.



# CITY COUNCIL REPORT

**SUBJECT:**

Options for the Disposition of City-owned building located at 525 So. Central Avenue

**MEETING DATE:**

January 11, 2010

**TO:** Mayor and Council

**FROM:** Rogene E. Hill, Assistant City Manager

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

To discuss possible future uses for the former Avondale City Hall located at 525 Central Ave.

**BACKGROUND:**

City staff moved from 525 Central to Civic Center City Hall in 2004. Through a Memorandum of Understanding the City leased the former City Hall building to the West Valley Arts Council (WVAC) for \$1 per year. The WVAC paid its own utility costs.

In 2009, SunCor Development offered the WVAC the use of the Marley Park Community Center Building in Surprise rent free. The City of Surprise was not able to take over the use of this facility and the development had not grown as planned due to the economic downturn, leaving this facility vacant. WVAC moved out of 525 Central Ave in early December 2009.

The former City Hall building has approximately 4224 Sq Ft of interior space with 6 covered parking spaces. It is a two story structure that has been modified from its original internal configuration as a bank, into a variety of small offices including those on a second floor addition. The original bank building used only the first floor and had a two story open atrium design. The annual utility costs are \$900 for water and \$4000 for electricity. Staff estimates approximately \$9,000 per year is required for various building maintenance issues.

Staff has inspected the building and believes that there are a few significant repairs that should be considered. The most costly is the repair and or replacement of the HVAC unit for approximately \$25,000. There are other minor plumbing and electrical repairs that should be considered totaling \$5,000.

**DISCUSSION:**

Options to consider are:

1. Dispose of the property. Offer the building for sale or for redevelopment by accepting proposals to be evaluated and then presented to Council. Typically the City would pay 6% of the sale price in commission for broker services which would include appraisal and advertising. No estimate has been made of the possible sale price as a fee is required to obtain a good estimate. The fees are negotiable.
2. Secure a Leasing Agent Staff could procure a leasing agent who would seek tenants for the building that would pay market rate rents. Typically the leasing agent charges *6 per cent of the net leasing income from the property over the term of the lease.* The fees are negotiable.

3. Solicit Proposals from Non Profits - Several non-profits have expressed interest in the building if it were offered. The terms of the lease arrangement would vary depending on the group. This option could be fleshed out by soliciting proposals from interested local 501 c 3 groups. Some may fund tenant improvements, others may want the facility rent free plus utilities, or pay very modest rent plus utilities. Each non-profit may propose a different arrangement and each would bring its own uniqueness to the site.

To date three non-profits have inquired about the building, the Southwest Lending Closet, the Three Rivers Historical Society and Folkloric Dance Company. WVAC Executive Director Julie Richard has also suggested that the WVAC act as the City's leasing agent and lease the space for artist's studios.

Each of these options will require more research and cost/benefit analysis. However, staff would like Council direction before investing staff resources in developing these options further, particularly if there is little or no interest in one or more of the options.

**BUDGETARY IMPACT:**

There would be costs associated with securing a leasing agent. Furthermore, a decision would need to be made regarding building maintenance issues.

**RECOMMENDATION:**

For Council Discussion and Direction

**ATTACHMENTS:**

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No Attachments Available