CITY COUNCIL AGENDA

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

REGULAR MEETING
August 5, 2013
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. PROFESSIONAL SERVICES AGREEMENT - CLEAR CHANNEL BROADCASTING, INC.
City Council will consider a Professional Services Agreement with Clear Channel Broadcasting, Inc. to provide radio advertisements, public service announcements and on-air announcements for City of Avondale special events on an as required basis in the amount not to exceed $70,000 annually or $350,000 over an agreement term of five years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

b. COOPERATIVE PURCHASE AGREEMENT - UNIFIRST CORPORATION
City Council will consider a Cooperative Purchasing Agreement with the Unifirst Corporation to provide city wide employee uniform rental and laundry services on an as required basis in the amount not to exceed $60,000 annually or $240,000 over an agreement term of four years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

c. CONTRACT RENEWAL - AREA AGENCY ON AGING
City Council will consider a request to renew Contract 2014-05-AVO with Area Agency on Aging for FY2013/2014 in the amount of $300,564 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for active adults in Avondale, Goodyear and Litchfield Park; and the Vehicle Lease Agreement V2014-05-AVO with Area Agency on Aging in the amount of $3 to lease three vehicles for the Home Delivered Meal and Transportation Operations at the Avondale Community Center and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. Council will take the appropirate action.

d. RESOLUTION 3127-813 – RECIPROCAL BORROWING – MARICOPA COUNTY LIBRARY DISTRICT
City Council will consider a request to adopt a resolution approving an Intergovernmental

Agreement between the City of Avondale and the Maricopa County Library District for the Library Assistance Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

e. RESOLUTION 3128-813 – INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR THE CENTRAL AVENUE MULTI-USE PATH

City Council will consider a request to adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the administration of the design and scoping of the Central Avenue Multi-Use Path project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

4 ENHANCED CALL VERIFICATION - ANNUAL UPDATE

Staff is providing City Council with the annual report detailing the activity surrounding our Enhanced Call Verification Program and our partnership with CryWolf, our third party vendor, in regards to the Alarm Ordinance and Officer calls for service.

5 RESOLUTION 3130-813 – INTERGOVERNMENTAL AGREEMENT – EL RIO WATERCOURSE MASTER PLAN

City Council will consider a request to adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale, the Flood Control District of Maricopa County, the Town of Buckeye, and the City of Goodyear for the cost sharing, planning, analysis, and preparation of the El Rio Watercourse Implementation and Management Plan; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

6 EXECUTIVE SESSION

City Council may hold an executive session pursuant to Ariz. Rev. Stat. §38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney(s), regarding CenturyLink's waiver request in its cable license application.

7 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay

menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Clear Channel Broadcasting, Inc.

MEETING DATE:
August 5, 2013

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries 623-333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Services Agreement with Clear Chanel Broadcasting, Inc. to provide radio advertisements, public service announcements and on-air announcements for City of Avondale special events on an as required basis in the amount not to exceed $70,000 annually or $350,000 over an agreement term of five years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City's Recreation Division manages special events year round to residents and visitors. The events include concerts, block parties, seasonal events, outdoor movie viewing in the parks, and two major regional events: the Tres Rios Festival, and the Tale of Two Cities parade and festival. Avondale hosted events have the potential to draw thousands of participants per event.

City Special Events staff seeks to partner with one or multiple radio station(s) to expand the current promotional efforts for City special events. The radio marketing outlets would provide the following services:

1. Promote event(s) with advertisements or on-air announcements by radio personalities.
2. Provide an opportunity for on-air pre event interviews to include but not limited to: City representatives, featured entertainers, collaborators or niche vendors.
3. Provide an opportunity to emcee, DJ, or cover events with a live remote broadcast

On March 5, 2013 the City released an invitation for bids: PR 13-030 - Radio Advertising Services for City Events, seeking competitive bids from qualified and licensed contractors to provide broadcast announcements (e.g., paid radio ads, public service announcements) on radio stations for City special events.

On July 9, 2013 Clear Channel was selected as the contractor for City radio advertisements.

DISCUSSION:

Clear Channel is made up of eight (8) radio station brands that reach over 2.4 million listeners combined. Each station reaches its target audience through various channels; including radio broadcast, on-air station celebrities, iHeart Radio delivered via computers or mobile devices, and Social Media. The stations that make up Clear Channel are: KESZ, MIX, KNIX, KISS FM, EVA, KFYI-AM, XTRA SPORTS, and KYOT.

The initial term of the agreement shall be for one year and remain in force until August 5, 2014 unless terminated by either party. After the expiration of the Initial Term, this Agreement may be

renewed for up to four successive one-year terms if it is deemed in the best interests of the City, subject to availability and appropriation of funds.

The City shall pay Clear Channel an annual aggregate amount not to exceed $70,000.00. The maximum aggregate amount for this Agreement shall not exceed $350,000.00.

Contractor Responsibilities: Clear Channel shall

- Have the ability to perform/provide all services Statewide.
- Be available to provide services during business hours (i.e., normal working hours, Monday through Friday, except holidays).This service can be 7 days per week to include weekends and holidays as necessary.
- Be able to receive publication or broadcasting requests electronically (but not limited only to that method) from City Representative.
- Obtain and provide a cost estimate for all public broadcast announcements submitted by City Representative. Estimate shall include all ancillary costs associated with broadcasting each request for services.
- Have the ability to process 25 to 100 public broadcast announcements per year. The amount should remain open and will be based on the proposal submitted.
- The average requested airtime length for a public broadcast announcement is 30 seconds but may range between 30 seconds to 60 seconds. The requested airtime length will be provided upon submission by City Representative.
- The public announcement shall be aired on the appropriate radio station(s), based on the identified geographical area or on the specific radio station(s) requested by City.

The City will submit the public announcement for airing to the appropriate radio station(s). All required announcement text will be identified and cannot be eliminated without prior approval from City Representative.

BUDGETARY IMPACT:

The funding for special event advertising services has been planned and budgeted for in the City of Avondale, Parks and Recreation Department, Special Events budget. The cost of paid advertising above the budgeted amount will be offset by sponsorships.

Line Item: 101-8125-00-6181 Special Events

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Clear Chanel Broadcasting, Inc. to provide radio advertisements, public service announcements and on-air announcements for City of Avondale special events on an as required basis in the amount not to exceed $70,000 annually or $350,000 over an agreement term of five years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- [ ] PSA - Clear Channel

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/32740

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchase Agreement - Unifirst Corporation

MEETING DATE:
August 5, 2013

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries 623-333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with the Unifirst Corporation to provide city wide employee uniform rental and laundry services on an as required basis in the amount not to exceed $60,000 annually or $240,000 over an agreement term of four years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale currently has an agreement in place with the Unifirst Corporation which is managed by PRLD and will expire on September 1, 2013. This agreement provides uniform rental and laundry services for the following City Departments: Engineering; Parks, Recreation and Libraries; and Public Works. The City wishes to enter into a new Cooperative Purchasing Agreement with the Unifirst Corporation to provide uniform rental and laundry services. Unifirst has successfully performed all required duties and responsibilities under the existing agreement.

DISCUSSION:

Staff evaluated the State of Arizona contract # ADSPO13-047996 dated May 19, 2013 for uniform rental and laundry services and determined that this contract fully meets the citywide uniform requirements and provides lower pricing compared to our current agreement. The new agreement is projected to save the City $3,200 annually.

The term of the new agreement shall be a one year initial term with the ability to renew for 3 successive one year terms. The vendor's performance will be analyzed on an annual basis. The agreement will only be renewed if the vendor's performance is acceptable to the City and funding is available for the agreement.

BUDGETARY IMPACT:

The funding for the uniform rental and laundry services has been planned and budgeted by each department in their respective operating budgets.

DEPARTMENT	FUND
Engineering	
Traffic	201-5925-00-6640
PRLD	
Facilities	101-5420-00-6640

Senior Program	202-7120-00-6640
Senior Program	202-7121-00-6640
Public Works	
Bulk Trash	520-6820-00-6640
Fleet	606-5200-00-6650
Sanitation	520-6800-00-6640
Streets	201-6600-00-6640
Collections	503-9200-00-6640
GIS	501-9111-00-6640
Production	501-9122-00-6640
Solid Waste	520-6830-00-6640
Water	501-9100-00-6640
Wetlands	501-9119-00-6640
WWTP	503-9230-00-6640

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with the Unifirst Corporation to provide city wide employee uniform rental and laundry services on an as required basis in the amount not to exceed $60,000 annually or $240,000 over an agreement term of 4 years and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- CPA - UNIFIRST

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/32774

CITY COUNCIL REPORT

SUBJECT:
Contract Renewal - Area Agency on Aging

MEETING DATE:
August 5, 2013

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries 623-333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council renew Contract 2014-05-AVO with Area Agency on Aging for FY2013/2014 in the amount of $300,564 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for active adults in Avondale, Goodyear and Litchfield Park; and the Vehicle Lease Agreement V2014-05-AVO with Area Agency on Aging in the amount of $3 to lease three vehicles for the Home Delivered Meal and Transportation Operations at the Avondale Community Center and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale has contracted with Area Agency on Aging (AAA) to provide nutritional meals and activities for active adults and handicapped individuals for over twenty (20) years. Services are provided to eligible residents in Avondale, Goodyear, and Litchfield Park. These services include the congregate meals program, the home delivered meals program, the multipurpose center operations program and transportation program.

DISCUSSION:

AAA has awarded the City of Avondale $300,564 of program funds, which will provide funds to provide services to the active adult population. This funding is a continuation of the grant which was renewed in FY 2012 – 2013. These funds will be used to provide meals, activities, programs, guest speakers and transportation to active adults at the Avondale Community Center.

AAA has provided the City of Avondale with three vehicles for program use: 2 Ford Escapes and 1 Eldorado Bus used in the delivery of meals to homebound clients and in transporting seniors to and from their homes and the Avondale Community Center, along with programmed activities needing transportation. The lease is good for one year. The vehicles are leased for a $3 annual fee.

BUDGETARY IMPACT:

The City of Avondale will receive funds from AAA in the amount of $300,567 under the provisions of this action.

RECOMMENDATION:

Staff recommends that the City Council renew Contract 2014-05-AVO with AAA for FY2013/2014 in the amount of $300,564 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for active adults in Avondale, Goodyear and Litchfield Park; and the Vehicle Lease Agreement V2014-05-AVO with AAA in the amount of $3 to lease three vehicles for the Home Delivered Meal and Transportation Operations at the Avondale Community Center and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- ☐ Contract - AAA
- ☐ Vehicle Lease Agreement

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

http://www.avondale.org/DocumentCenter/View/32775

VEHICLE LEASE AGREEMENT
V2014-05-AVO

Area Agency on Aging, Region One, Incorporated *AND* **City of Avondale**

1366 E. Thomas Road, Suite 108
Phoenix, AZ 85014
(602) 264-2255 FAX (602) 230-9132

11465 S. Civic Center Drive
Avondale, AZ 85323
623-333-2420 623-333-0270
FEI: 86-6000233

DURATION OF THE LEASE AGREEMENT: Effective July 1, 2013 and shall end June 30, 2014.

PROVIDER INFORMATION

Chief Executive or designee: Charles McClendon, Title: City Manager
The Area Agency shall address all notices relative to this Contract to: Charles McClendon, City Manager

AREA AGENCY INFORMATION

The Contractor shall address all notices relative to this Lease Agreement:
Name: David T. Diaz, Title: Chief Financial Officer

VEHICLE INFORMATION

Year / Make: 2008 Ford
Model: Escape – Gas SUV
VIN #: 1FMCUO2Z98KE01393

Year / Make: 2008 Ford
Model: E-450 Champion Challenger
VIN #: 1FD4E5S58DA26288

Year / Make: 2008 Ford
Model: Escape – Hybrid SUV
VIN #: 1FMCUO3178KC32869

This Vehicle Lease is entered into by and between "Provider" hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, its exhibits, and attachments.

Notice under this Agreement shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING, REGION ONE, INCORPORATED

"Provider" CITY OF AVONDALE

Signature **Date**

Mary Lynn Kasunic, President & CEO
Area Agency on Aging Director
Name and Title

Signature **Date**

Legal Officer Name and Title

CONTRACT TERMS AND CONDITIONS

CONTRACT ADMINISTRATION

1. TERMS
    a. Vehicle Lease. The Area Agency shall lease the vehicle(s) as described to the Contractor for the sum of one dollar ($1.00) per vehicle for the term of the lease in consideration of the covenants herein set forth.
    b. Duration. The term of this Lease Agreement shall be for the period of time from the contract effective date to the contract termination date as awarded or extended.
    c. Notices. All notices under this Lease Agreement shall be directed in writing to the persons and addresses specified for such purpose in this Lease Agreement or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
    d. Liens. The Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
    e. Indemnity. To the extent permitted by law, the Contractor shall indemnify the Area Agency against any claims, actions, damages, or liabilities, including all attorney fees, arising out of or connected with the vehicle(s) or this vehicle lease agreement, without limitation. Such indemnification shall survive the expiration, cancellation, or termination of this Lease Agreement.
    f. Assignments, Inspections. The Contractor will have no right to sell, transfer, assign, sublease or encumber the vehicle(s) or this Lease Agreement. The Area Agency shall have the right at any time during regular business hours to inspect the vehicle(s) and for that purpose to have access to the location of the vehicle(s).
    g. Records. The Contractor shall retain all data and other records relating to the acquisition and performance of this Lease Agreement for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Contract service records will be maintained in accordance with prescribed Area Agency policies and procedures.
    h. Termination. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor personally or by certified mail, return-receipt requested. The Contractor shall continue to perform, in accordance with the requirements of the Lease Agreement, up to the date of termination, as directed in the termination notice. Contractor shall ensure direct return of the leased vehicle(s) to the Area Agency upon termination date. In addition to any other legal remedy, this Lease Agreement may be terminated based on the following reasons:
        i. For Convenience. Either the Contractor or the Area Agency may terminate the Agreement at any time, by providing at least thirty (30) days written notice to the other party.
        ii. For Conflict of Interest. Pursuant to A.R.S. § 38-511, the Area Agency may cancel this contract within three (3) years after the Lease Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease Agreement on behalf of the Area Agency is or becomes at any time while the Lease Agreement or an extension of the Lease Agreement is in effect an employee of or a consultant to any other party to this Lease Agreement with respect to the subject matter of the Lease Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the contractor is a political subdivision of the State, it may also cancel this Lease Agreement as provided in A.R.S. §38-511.
        iii. For Default.
            1. The Area Agency has the right to terminate this Lease Agreement with Contractor upon immediate notice when the Area Agency deems the health or welfare of the clients is endangered or the Contractor's noncompliance.
            2. In addition to the rights reserved under the contract, the Area Agency may terminate the Lease Agreement in whole or in part due to the failure of the Contractor to

comply with any term or condition of the Lease Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract.

3. The President/CEO of the Area Agency may suspend or terminate this Lease Agreement immediately in the event of nonperformance of stated objectives, or other material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.
4. This Lease Agreement is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the Lease Agreement and/or any rights thereunder without Area Agency's prior written approval.

i. Return. At the end of the initial term of this Lease Agreement, or any renewal term, the Contractor will return the vehicle(s) to the Area Agency in a condition as good as received, less normal wear and tear of the vehicle(s) and the Contractor will maintain proper insurance until the vehicles are received by the Area Agency. The vehicle(s) shall be free of any Contractor's signage.

j. Miscellaneous.

1. If the Area Agency supplies the Contractor with vehicle labels/tags, the Contractor shall keep these affixed to all vehicle(s) under this Lease Agreement and place them in a prominent place.
2. The terms of this Lease Agreement constitute the entire agreement between the parties and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Lease Agreement.
3. The Contractor agrees that this Lease Agreement will be binding upon its successors, assigns, heirs, and legal representatives.

2. LAWS The materials and services supplied under this Lease Agreement shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits. Any changes in the governing laws, rules and regulations during the term of this Lease Agreement shall apply but do not require an amendment to this contract.
3. DISCRIMINATION The Contractor performing under this Lease shall not discriminate against any employee or applicant, or any member of the public, because of their race, creed, color, sec or national origin, or otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants employed are dealt with without regard to their race, creed, color, sex or national origin.

LIABILITY & INDEMNIFICATION & INSURANCE

1. NON-LIABILITY Each party shall be responsible for any and all liability caused by its own negligence or the negligence of its employees, agents, and officers in connection with this Lease Agreement and each party shall bear all costs for its own defense in any resulting litigation.
2. CONTRACTOR/VENDOR INDEMNIFICATION The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless (by Contractor) for any liability of the Area Agency, State and/or DES as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this Lease Agreement is responsible for its own negligence.
3. INSURANCE
   a. Requirements. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall maintain said insurance until all warranty periods under this Lease Agreement are satisfied
   b. Additional Insured.

i. Agencies
√ Area Agency on Aging, Region One Incorporated
√ State of Arizona Department of Economic Security
√ Bridgeway Health System
√ EverCare Select
NA Maricopa County Public Health Department
√ Mercy Care
√ SCAN Health System

ii. Language Required language on certificates of insurance: *"The (list above identified agencies), their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

iii. Provisions All additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

c. Minimum Scope and Limits. Contractor shall provide coverage with limits of liability not less than those stated below. Each insurance policy shall contain a waiver of subrogation against the agencies identified in Additional Insured Section, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written & Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

ii. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicle(s) used in the performance of this Contract.

• Combined Single Limit (CSL)	$1,000,000

iii. Workers Compensation and Employers' Liability

• Each Accident	$ 500,000
• Disease – Each Employee	$ 500,000
• Disease – Policy Limit	$1,000,000

iv. Professional (Errors and Omissions Liability) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

• Each Claim	$1,000,000
• Annual Aggregate	$2,000,000

d. Notice of Insurance Cancellation. Each insurance policy required by the insurance provisions of this Lease Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits without thirty (30) days prior written notice to the Area Agency. Such notice shall be sent directly to the Area Agency Chief Financial Officer and shall be sent by certified mail, return receipt requested.

e. Verification of Insurance Coverage.

i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form) as required by this Lease Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this Lease Agreement must be in effect

at or prior to commencement of work under this Lease Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

iii. All certificates required by this Vehicle Lease Agreement shall be sent directly to Area Agency Chief Financial Officer. The Area Agency Vehicle Lease Agreement number shall be noted on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Vehicle Lease Agreement at any time.

VEHICLE SERVICES AND OPERATIONS

1. VEHICLE SERVICES
   a. The Contractor agrees that the leased vehicle(s) will be used only for the purpose of transporting clients to and from the adult day health care center(s) and related transportation of program participants under contract with the Area Agency. Any additional services require approval from the Area Agency.
   b. Contractor will maintain full and complete records of all passenger trips including but not limited to: program/service of trip, date and time duration of trip, driver's name, each passenger's name.
2. FACILITY(S) Such services will be provided at the Contractor's site(s) unless the Contractor requests and Area Agency approves expansion to an additional site(s).
3. VEHICLE MAINTENANCE
   a. Operations. The Contractor shall maintain sole responsibility for all costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
   b. Maintenance. The Contractor shall abide by the manufacturer's warranty and recommended schedule of maintenance, at a minimum, and keep written verification of completion of all maintenance. The Contractor shall also ensure that the vehicle is cleaned regularly. Maintenance records and vehicle appearance are subject to review by the Area Agency upon request. Semi-annually on January 15 and July 15, the Area Agency will receive a copy of the maintenance records with attached invoices for each vehicle. If Federal Inspection is required for the vehicle(s), then proof of Inspection will be required.
   c. Alterations of Vehicle. The Contractor shall have the opportunity to display signage of a removable nature on the vehicle(s), all signage must be approved by the Area Agency. Contractor will make no other changes to the leased vehicle(s) without first obtaining the written consent of the Area Agency. The Contractor shall not make any alterations, additions, or improvements to the vehicle(s), which detract from its economic value or functional utility.
   d. Liability, Location. The Area Agency is not responsible for any losses or injuries caused by use of the vehicle(s). The Contractor agrees to maintain records showing the location of each vehicle. The Contractor shall be liable for all fines or parking violations imposed by any governmental authority upon the vehicle(s) or operator thereof during the initial term, or any renewal term. The Contractor shall not permit the vehicle(s) to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy. The Contractor shall notify the Area Agency within 24 hours of any incident/accident involving the vehicle(s). The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents involving the vehicle(s). The Contractor shall forward to the Area Agency a copy of every demand, notice, summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving vehicle(s).
   e. Accidents / Damage. In the event the leased vehicle is involved in an accident or is vandalized, Contractor must:
      i. report the incident to the Area Agency within twenty-four (24) hours by email, fax or

telephone.

ii. submit a written report of the incident to the Area Agency within three (3) business days

iii. make all repairs and restorations and shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.

4. PERSONNEL REQUIREMENTS Contractor shall specifically certify staff as competent to operate the vehicle(s) as required by law and the following minimum standards:
   a. Valid Driver License. All vehicle operators will have a valid Arizona driver license, a copy which will be on file with the Contractor and which may be subject to inspection by the Area Agency. If a CDL (Commercial Driver License) is required for vehicle operation it will also be required to be on file for inspection.
   b. Motor Vehicle Report. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
   c. Driver Training. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
5. EVALUATION & MONITORING Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).

*** ***Contractor must adhere to ALTCS requirements as described in the Area Agency Service Specifications.***

CITY COUNCIL REPORT

SUBJECT:
Resolution 3127-813 – Reciprocal Borrowing – Maricopa County Library District

MEETING DATE:
August 5, 2013

TO: Mayor and Council

FROM: Christopher Reams

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving an Intergovernmental Agreement between the City of Avondale and the Maricopa County Library District for the Library Assistance Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The MCLD Library Assistance Program authorizes participating municipalities to purchase library materials in an amount to be determined on the percentage of assessed valuation and the percentage of cards issued for the use of its library and library services by non residents of the City that are entitled to MCLD benefits. The Program will combine the Reciprocal Borrowing Program and the Materials Assistance Program.

The RBP allowed Maricopa County residents the use of any participating public library within Maricopa County. County residents are eligible for library cards with all regular rights and privileges free of charge. The Materials Assistance Program (MAP) is a library materials assistance program managed through MCLD. Participating MAP municipalities order library material through MCLD and MCLD manages invoices, and pays for all materials. MAP reduces library administrative and materials costs. All libraries can participate equally in MAP, but not RBP.

Each year MCLD determines the amount of RBP funds that will be distributed to participating municipalities based on the amount of outside residents that register for library cards at participating libraries. All municipalities do not have an equal distribution of non-resident library users. Combining RBP and MAP into the new Program will allocate the secondary property tax distribution for RBP and MAP into one distribution.

On July 1, 2001 the City of Avondale entered into an IGA with the MCLD authorizing the RBP. This agreement stipulates that the city will provide library services to non-residents of the City of Avondale under the same regulations as the City uses to serve Avondale residents. The services include access to and use of City library facilities for the purpose of identifying, reading, using or borrowing books and materials, library reference services, children's library services and other library services mutually agreed upon between the City and the MCLD.

The IGA further provided that the City of Avondale will receive an annual cash reimbursement of $20 per patron for non-residents usage of the City of Avondale Public Library. The per-patron amount received is based on current Maricopa County tax receipts. The amount received by participating municipalities is calculated based upon non-residents using the Avondale Public Library less Avondale residents using other participating libraries.

This agreement supecedes all previous RBP or MAP agreements between the City and MCLD, establishes the Library Assistance Program in place of RBP/MAP, and establishes a multi-year agreement. The multi-year agreement will eliminate the need for annual IGA amendments.

DISCUSSION:

Under the current program, some municipalities receive more or less RBP or MAP distribution based on population, non-resident usage, and a percentage of secondary property tax paid. The new combined Program is designed to make the distribution process more equitable across municipalities. The Program will base distributions on a percentage of total assessed valuation, total resident cards, and non-resident cards.

The cash disbursements to participating municipalities will be replaced with a materials credit to the following library material providers: Baker and Taylor, Brodart, and Ingramm. Participating libraries can determine which vendor they will use under the program. Municipalities may use multiple venders as specific needs dictate. The City currently uses Baker and Taylor for the majority of library material purchases, but will use alternate vendors if it is beneficial to the City.

BUDGETARY IMPACT:

Under the previous RBP/MAP calculations, the City received $226,094.75 in FY 2012-2013: $213,636.75 from RBP and $12,458. from MAP, and was projected to receive $189,608 in FY 2013-2014. RBP disbursements have been decreasing annually due to reduced Maricopa County property assessments. Under the new program the City will receive $117,923 in materials credit.

The Program calculations are based on the following items:

1. Total Program Budget $2,600,000
2. $1,040,000 (40% of total Budget) allocated by Assessed Valuation percentage (Avondale - $12,341)
3. $1,560,000 (60% of total Budget) allocated by gross eligible non-resident cards issued (Avondale - $105,582)
4. Assessed value calculation was calculated by using the participating municipality assessed valuation as a percentage of all participating municipalities from the 2013 February State Abstract (located on the Maricopa County Assessor's Website)
5. Gross Cards issued calculated from the reports submitted for the most recently completed calendar year (2012)

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving an Intergovernmental Agreement between the City of Avondale and the Maricopa County Library District for the Library Assistance Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3127-813

RESOLUTION NO. 3127-813

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT RELATING TO THE LIBRARY ASSISTANCE PROGRAM.

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

SECTION 1. The Intergovernmental Agreement with the Maricopa County Library District, relating to the library assistance program (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to 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, August 5, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3127-813

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND CITY OF AVONDALE
FOR
THE LIBRARY ASSISTANCE PROGRAM

Agenda #_____

The governing bodies of the City of Avondale (hereinafter "City") and the Maricopa County Library District (hereinafter "Library District') authorize and approve this Intergovernmental Agreement to be effective on the 1st day of July, 2013 for provision of certain library services and reimbursements.

WHEREAS A.R.S. Section 48-3901 and Section 11-903 allow a City to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS the City is a member of the Library District program, and wishes to participate in the Library Assistance Program of the Library District.

WHEREAS, pursuant to its charter and A.R.S. Section 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City and its governing body.

WHEREAS, the Library District has established a Library Assistance Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS, the City and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. § 11-952;

WHEREAS the City wishes to have its municipal library participate and benefit from the Library Assistance Program by purchasing library materials in an amount to be determined based on the percentage of assessed valuation and the percentage of cards issued for the use of its library and library services by Non-Residents of the City who are entitled to the benefits of the Maricopa County Library District;

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1. Services Offered. The City shall provide the following library services to persons who are Non-Residents of that City but entitled to the benefits of the Library District (hereinafter referred to as "Non-Residents") to the same extent and pursuant to the same rules and regulations as the City provides these facilities and services to City residents. "Non-Residents" as used in this agreement means only those persons entitled to Library District benefits, and does not include other Non-Residents. The services include access to and use of City library facilities, materials and services.

2. Accounting and Documentation. The City agrees to identify "Non-Residents" utilizing the services listed in paragraph 1 hereof and provide within thirty (30) days after the end of each fiscal year an accounting and documentation (as described in Attachment "A" to this IGA).

SECTION II – OBLIGATIONS OF THE LIBRARY DISTRICT

3. Allotment to City. The Library District shall make an allotment to the City based on the percentage of the assessed valuation from the preceding February State Abstract and on the percentage of gross cards issued to Non-Residents of the City that are entitled to the benefits of the Maricopa County Library District. This allotment will be a not to exceed amount at a library materials vendor that is on contract with the Library District. The allotment will be calculated as follows:
    a. Assessed Value Allocation (40% of Total) – The sum total of secondary net assessed value for all participating municipal libraries will be calculated. Then, the percentage for each municipality will be calculated using the aforementioned total. Forty percent (40%) of the total allocated for the Library Assistance Program will be multiplied by each municipal percentage to find the individual assessed value allocation.
    b. Cards Issued Allocation (60% of Total) – Each Library will submit to the Library District accounting and documentation as required in Section I(2).This will be submitted on or before January 31 of each year, for the CALENDAR YEAR. The submissions will be totaled and the percentage for each participating municipality will be calculated. The Allocation for each library system will be calculated by multiplying their percentage times 60% of the funding available for the Library Assistance Program.

SECTION III – OTHER TERMS AND CONDITIONS

4. Term. This Agreement shall terminate June 30, 2015, unless sooner terminated by the parties hereto and is renewable only upon written amendment executed by both parties.

5. Termination. Either party may terminate this Agreement upon 90 days notice to the other party.

6. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies). If any part of this Agreement is held to be invalid or unenforceable, such holding and any actions taken subsequent thereto shall not require a return or reimbursement, nor affect in any way, the receipt or expenditure by the City, of tax revenues paid or payable as of the date of such holding pursuant to this or any similar Agreement. The provision of this agreement for payment of funds by the Library District shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this agreement and the District shall keep the City fully informed as to the availability of funds for its program.

7. Entire Agreement Supersedes Any Other. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the laws rules and regulations of the City and the Library District.

9. Cancellation. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

10. E-Verify. The parties verify compliance with the requirements in A.R.S. § 41-4401 and A.R.S. § 23-214.

11. Scrutinized Business with Sudan/Iran. The parties warrant compliane with the requirements in A.R.S. §§ 35-391.06 and 35-393.06.

IN WITNESS WHEREOF, THE CITY OF AVONDALE and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF AVONDALE

By: _____
Mayor
City of Avondale

ATTEST:

By: _____
City Clerk Date

MARICOPA COUNTY LIBRARY DISTRICT

By: _____
Chairman, Board of Directors
Maricopa County Library District

ATTEST:

By: _____
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: _____
Attorney Date
City of Avondale

By: _____
Attorney Date
Maricopa County Library District

ATTACHMENT "A"
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MARICOPA COUNTY LIBRARY DISTRICT
AND
THE CITY OF AVONDALE
FOR
THE 2013 - 2015
LIBRARY ASSISTANCE PROGRAM
POLICY AND PROCEDURES

Policy:

Any resident of Maricopa County may obtain a free library card from a participating library upon presentation of current identification and proof of residence. Any borrower participating in this project must conform to the rules, policies, and regulations of the library from which the materials are borrowed. Non-resident library cards will be issued from January 1 through December 31 each fiscal year covered by the Agreement.

Procedures:

A. Issuance of a Non-Resident Library Card

1. A resident of Maricopa County must present current identification and proof of residence. Resident is defined as any individual showing proof of residence, business ownership or property ownership in Maricopa County. Visitors who are in Maricopa County for less than a month do not qualify as residents.

2. A card will be given with an expiration date, which is one year from date of issue.

B. Statistical Reporting

1. In order to be eligible for the Library Assistance Program, each participating library must submit an Annual Non-Resident Report by January 31 for the prior calendar year. The report must provide the following information for each borrower:

    a. Name
    b. Street Address
    c. City/Town and ZIP code of residence
    d. Date of registration/renewal
    e. Card number

This information can be a computer report prepared by the City Library automation system.

Additionally, a summary sheet totaling the number of non-resident library cards issued per Municipality/Unincorporated County for the year submitted must be included.

2. The County will prepare and distribute an annual statistical report.

CITY COUNCIL REPORT

SUBJECT:
Resolution 3128-813 – Intergovernmental Agreement with ADOT for the Central Avenue Multi-Use Path

MEETING DATE:
August 5, 2013

TO: Mayor and Council

FROM: Charles Andrews, P.E., City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the administration of the design and scoping of the Central Avenue Multi-Use Path project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale applied for Federal Congestion Mitigation and Air Quality funding through the Maricopa Association of Governments for the Central Avenue Multi-Use Path project. Maricopa Association of Governments has programmed this Project for construction in FY2015. The Project's original estimated construction cost is $1,392,047. The federal contribution is estimated to be $1,077,405 and the City's cost share is estimated to be $324,642. During the Maricopa Association of Government's closeout process, the City will apply for additional funding for construction. In order to receive federal funding for this design component, Arizona Department of Transportation is to review and approve the project plans and an IGA is necessary.

DISCUSSION:

The Central Avenue Multi-Use Path project will construct a multi-use path along Central Avenue from Van Buren Street to Western Avenue. Currently, this path will have two variations, a single multi-use path on the west side and separated pedestrian and bike paths on the east side.

Upon project completion, the Central Avenue Multi-Use Path will create an alternative mode of transportation, walking or biking, between Western Avenue and Van Buren Street. The path will connect residential communities to school sites and commercial sites. The IGA identifies and defines the State's and the City's respective responsibilities for the scoping/design of the Project. The IGA proposes the following terms of agreement:

Arizona Department of Transportation will be responsible for reviewing design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, review and approve documents required by FHWA, submit all documentation required to FHWA with the recommendation that funding be approved for the Project, and request the maximum programmed federal funds for the scoping/design of this Project. Upon authorization, by FHWA and the State, enter into contract(s) with the consultant(s) for the design of the Project.

The City will prepare and provide all pertinent documents for the Project design; including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds.

The original estimated construction costs for this Project is $1,392,047. The City will be responsible for remittance of a $10,000 design review fee to ADOT, and a cost share of matching funds or $314,642. The City will also be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding.

Staff is currently in the process of evaluating construction options for this project. Construction costs range from $1.5M, for nominal improvements to $3.3M, for a full array of amenities.

BUDGETARY IMPACT:

Funding for this project is available in CIP Street Fund Line Item, 304-1178-00-8420, Central Ave – Western to Van Buren.

RECOMMENDATION:

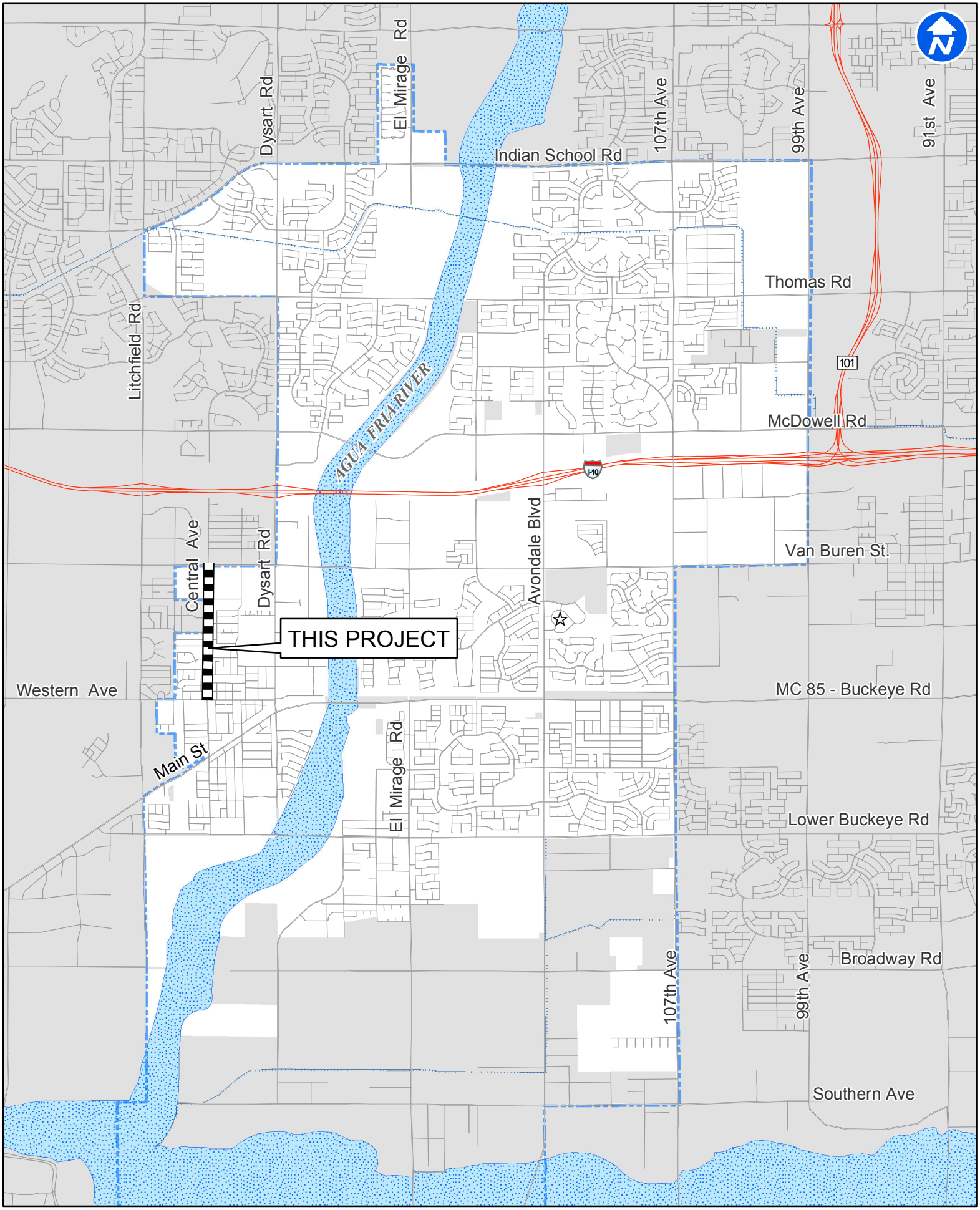
Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation for the administration of the design and scoping of the Central Avenue Multi-Use Path project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- ☐ Vicinity Map
- ☐ Resolution 3128-813

VICINITY MAP



City of Avondale
Central Ave Multi Use Path

RESOLUTION NO. 3128-813

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DESIGN AND CONSTRUCTION OF THE CENTRAL AVENUE MULTI-USE PATH.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the administration of the design and construction of a multi-use path along Central Avenue from Van Buren Street south to Western Avenue (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the 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, August 5, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1989357.1

EXHIBIT A
TO
RESOLUTION NO. 3128-813

[Agreement]

See following pages.

ADOT File No.: IGA/JPA 13-0001728I
AG Contract No.: P001
Project: Multi-Use Path
Section: Central Avenue from Van Buren Street to Western Avenue
Federal Project No.: AVN-0(214)T
ADOT Project No.: 0000 MA AVN SZ043 01D/01C
TIP/STIP No.: MAG TIP AVN14-107
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The work proposed under this Agreement will consist of construction of a multi-use pathway along Central Avenue from Van Buren Street south to Western Avenue, hereinafter referred to as the "Project". The State will advertise, bid and award the construction of the Project. The plans, estimates and specifications for the Project will be prepared by the City and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

4. The City, in order to obtain federal funds for the design of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and the FHWA, including actual construction engineering and administration costs (CE).

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the construction of the Project. The estimated Project construction costs are as follows:

SZ043 01D (design)

State design review fee* SZ43 01D*	$ 10,000.00
Subtotal – Design Review Fee	**$ 10,000.00**

SZ043 01C (construction):

Federal-aid funds @ 94.30%	**$ 1,077,405.00**
City's contribution @ 5.7%	**$ 65,125.00**
City's contribution @100%	**$ 249,517.00**

Summary:

Total Estimated City Funds	**$ 324,642.00**
Total Federal Funds	**$ 1,077,405.00**
TOTAL Project Construction Costs**	**$ 1,392,047.00**

* (Included in the City Estimated Funds)
** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for the State's design review fee, currently estimated at **$10,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review costs.

c. Review the design plans, specifications and other such documents and provide services required for the construction bidding and construction administration of the Project and provide comments to the City as appropriate.

d. On behalf of the City, perform work and prepare documents required by the FHWA to qualify certain projects for and to receive federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the prepared environmental documents; the preparation of the analysis

requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

e. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, currently estimated at **$314,642.00.** Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

f. Upon receipt of the City's estimated share of the Project construction costs, submit all documentation required to the FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

g. Upon authorization by the FHWA and with the aid and consent of the City and the FHWA, proceed to advertise for, receive and open bids, subject to the concurrence of the FHWA and the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

h. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights-of-entry on to and over said rights-of-way of the City

i. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

j. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at **$10,000.00**. Be responsible for any difference between estimated and actual design review costs of the Project.

c. Prepare and provide the design plans, specifications and other such documents and services required for construction bidding and construction of the Project and incorporate comments from the State as appropriate.

d. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

e. Upon completion of design, and within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the City's Project construction costs, currently estimated at **$314,642.00.** Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and the FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City if applicable.

i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

j. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights-of-entry to accomplish among other things, soil and foundation investigations.

k. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Statewide Section.

l. Upon notification by the State of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that

any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual Project costs and the federal funds received.

4. The cost of the Project under this Agreement includes applicable indirect costs approved by the FHWA.

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Avondale
Attn: Charles P. McClendon
11465 W. Civic Center Drive
Avondale, Arizona 85323
(623) 333-1000

For Financial Matters:
Kevin Artz, Dire ctor of Finan ce and
Budget Department
11465 W. Civic Center Drive
Avondale, Arizona 85323
(623) 333-2000

With Copy to:
Andrew J. McGuire Esq.
Gust Rosenfeld PLC
One E. Washington Street, Ste 1600
Phoenix, Arizona 85004
(602) 257-7664

16. In accord ance with Arizo na Revised Stat utes § 11 -952 (D) atta ched hereto and in corporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF AVONDALE

By _____
MARIE LOPEZ ROGERS
Mayor

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

IGA/JPA 13-0001728 I

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

_____

Andrew J. McGuire
City Attorney

CITY COUNCIL REPORT

SUBJECT:
Enhanced Call Verification - Annual Update

MEETING DATE:
August 5, 2013

TO: Mayor and Council

FROM: Michael Sgrillo, Lieutenant

THROUGH: Charlie McClendon, City Manager
Dale Nannenga, Interim Chief of Police

PURPOSE:

Staff is providing City Council with the annual report detailing the activity surrounding our Enhanced Call Verification Program and our partnership with CryWolf, our third party vendor, in regards to the Alarm Ordinance and officer calls for service.

BACKGROUND:

In early 2012, after receiving approval from City Council and Legal, the Police Department entered into discussions with CryWolf to implement and kick-off our Enhanced Call Verification program. After months of preparation, we officially began the new program on May 01, 2012.

As a refresher, points of interest include:

- Enhanced Call Verification: Requires the Alarm Monitoring Company to attempt contact with the alarm owner using two or more different telephone numbers before contacting the police department when an alarm is activated.
- Fee Schedule
  - $25 initial registration fee
  - $25 annual renewal fee
  - $150 third false alarm (within any consecutive 365 calendar day period)
  - $200 fourth false alarm (within any consecutive 365 calendar day period)
  - $250 fifth or more false alarms (within any consecutive 365 calendar day period)
- First two false alarms (within any consecutive 365 calendar day period):
  - Written notification to subscriber and the alarm business.

The annual reporting period is between May 01, 2012 and April 30, 2013.

DISCUSSION:

Alarm Call for Service Comparison
(May 01 - April 30 for fiscal years 2009-2012)

Time Frame	Total Alarm Calls For Service	Total False Alarms	Total Actual Alarms	% of Total False Alarms
May 01, 2009 - April 30, 2010	2831	2735	96	97%

May 01, 2010 - April 30, 2011	2665	2604	61	98%
May 01, 2011 - April 30, 2012	2341	2299	42	98%
May 01, 2012 - April 30, 2013 With CryWolf	2192	2145	47	98%
Difference over past three years (Plus/Minus)	-(639)	-(590)	-(49)	+1%

Actual Alarm Breakdown
(May 01 - April 30 for fiscal years 2009-2012)

Time Frame	Residential (Burg Force/Non)	Commercial (Burg Force/Non)	Other (Non-Burg #6)	Unsecured
May 01, 2009 - April 30, 2010	**41**	**32**	**23**	**3 Residential**
May 01, 2010- April 30, 2011	**14**	**19**	**28**	**1 Residential**
May 01, 2011 - April 30, 2012	**7**	**16**	**19**	**2 Residential 1 Commercial**
May 01, 2012 - April 30, 2013 With CryWolf	**14**	**15**	**18**	**1 Residential 2 Commercial**
Difference over past three years (Plus/Minus)	**-(27)**	**-(17)**	**-(5)**	**0**

.

2 arrests as a result of initial response between May 01, 2012 and April 30, 2013

- This is .09% of all false alarms and 4.25% of all actual alarm calls. This means only 2 arrests occured during our initial response to the 47 actual alarms during the period.

2 arrests as a result of follow up investigation between May 01, 2012 and April 30, 2013

- This is .09% of all false alarms and 4.25% of all actual alarm calls. This means only 2 arrests occurred when there was no suspect present during an actual alarm call, and follow up investigation led to an arrest later.

Registration Fees

Number of Active Accounts Paid	Number of Accounts Pending (Not Paid)
1,131 at $25 =$28,275	517 at $25 =$12,925

BUDGETARY IMPACT:

FISCAL RESPONSIBILITIES

Average Response Costs (May 01, 2012 - April 30, 2013)

- Patrol average salary with benefits is $37.79 an hour
  - 621.5 hours spent on false alarm calls at a cost of $23,486
- Dispatch average salary with benefits is $32.44 an hour
  - 166.5 hours spent on false alarm calls at a cost of $5,401
- **Total response cost $28, 887**

POLICY QUESTIONS

- Do you want to implement a No Response policy for those alarm users taht have five or more False Alarms within a 365 day calendar period, and have not paid their fees? Unless there is an independent verification.
- Do ou want to reduce the annual fee amount?
- Do you want to enforce subsection 20-52 (c), charge a class 1 misdemeanor.
- Do you want to implement a collections agency through CryWolf?

OPTIONS

The trend since FY 2009 is an average decrease of 160 alarm calls for service per year. Having no significant drop in overall calls under CryWolf between May 01, 2012 and April 30, 2013 it is difficult to truly assess if this program is having an impact on the reduction of false alarm calls for service. Furthermore, during this same period CryWolf has done a great job in tracking and registering alarm users for this program, and it is possible that it could take a little longer in this program for citizens to understand the program and the fines assessed for multiple alarm activations throughout the year. It is possible that another year in this program could yield a better assessment of reductions in false alarm calls for service.

Bearing this in mind the following are options in regards to the City of Avondale False alarm Reduction Program:

1. Continue working with CryWolf for another year, and enforce violations under 20-52 (c) and assess the progress at that point.
2. Cancel our MOU/Contract with CryWolf.

RECOMMENDATION:

Staff recommends that we continue to monitor our alarm calls for service and our partnership with CryWolf for one more year and consider a true verified alarm policy for chronic false alarm offenders. The next annual assessment should be conducted at the end of April 2014 with periodic reports in the interim.

ATTACHMENTS:

Click to download

No Attachments Available

Status of Accounts Pending

- Upon false alarm activation initial notice for registration is sent
- Second notice sent at 30 days for non-payment
- Third notice sent at 60 days for non-payment
- Fourth notice sent for 90 days non-payment

False Alarm Fees

Total Fees Charged for False Alarms	Total Outstanding Fees from False Alarms	Total False Alarm Fees Collected
$118,925	$48,150	$70,775

Outstanding Fees

Defined as any fees assessed for false alarm activations which are not in an appeal status

- Process
  - Initial notice for false alarm fine is sent
  - Failure to pay such false alarm assessments within 60 days from the date of the noticed mailed, shall constitute a class 1 misdemeanor pursuant to subsection 20-52 (c)
  - Second notice sent at 30 days for non-payment
  - Third notice sent at 60 days for non-payment
  - Fourth notice sent at 90 days for non-payment
  - These notices every 30 days is the process done by CryWolf

Appeals

- 200 appeals between May 01, 2012 and April 30, 2013 with a total of $7,150 refunded
  - Most cases refunding is an accounting process not the physical act of refunding money
  - Rare instances payment was made before appeal process
- Sergeant Mathew Hintz oversees the appeal process and makes decisions on appeals through investigations based on city ordinance, department records, CryWolf records, and any records provided by the user or the alarm company.

Top Offenders May 01, 2012 - April 30, 2013)

- Agua Fria High School
  - 15 False Alarms with $3,100 in false alarm fees
  - No payments made
- La Mission Jubilee Center
  - 14 False Alarms with $2,850 in false alarm fees
  - No payments made
- Taco Bell
  - 14 False Alarms with $2,850 in false alarm fees
  - No payments made

- Only 1 of top 30 offenders is residential. 15 of top 29 commercial offenders have made no payments with $24, 400 outstanding

CITY COUNCIL REPORT

SUBJECT:
Resolution 3130-813 – Intergovernmental Agreement – El Rio Watercourse Master Plan

MEETING DATE:
August 5, 2013

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries 623-333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale, the Flood Control District of Maricopa County, the Town of Buckeye, and the City of Goodyear for the cost sharing, planning, analysis, and preparation of the El Rio Watercourse Implementation and Management Plan; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

BACKGROUND:

The El Rio Watercourse Master Plan was developed in 2006 to examine the benefits, opportunities, and impact of a range of flood control management plans that address the flood and erosion hazards and impending development pressures in consideration of public safety, social, economic, and environmental factors and to recommend a preferred watercourse master plan. The Plan was endorsed by the member municipalities in 2007.

The purpose of this agreement is to identify and define the responsibilities of the participating municipalies for cost sharing, planning, analysis, and preparation of the Plan. The participating municipalities desire to procure and retain a consultant to develop a more detailed design to be used in the implementation and construction phases of the Plan.

DISCUSSION:

The term of the agreement shall be for five (5) years from the date of recording with the County Recorder or upon completion of the Plan and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. This agreement may be amended or terminated by mutual written agreement of the Parties at any time during the contract term.

The Plan to be developed by the consultant will include, but is not limited to, the following:

- Consistent design guidelines and planning standards.
- A prioritized list of projects that will be designed, developed, maintained, and funded by each applicable jurisdiction.

The plan will also include concepts for potential growth. All of the concepts will be developed in a manner consistent with the Plan. These items will only be accomplished if time and resources are available:

- Develop strategies and supportive material to promote awareness.
- Design interpretive trails and overlooks.

- Plan and design signage and way-finding programs.
- Develop a list of existing and potential sources of funding.
- Inventory existing resources associated with the plan.
- Develop draft policies for resource management.
- Complete an analysis of potential coordination with local local, State, and Federal programs.
- Avondale will function as the lead administrative agency and Buckeye will function as the project oversight and coordinating agency. The Plan responsibilities for each participating municipality will include, but not be limited to the following:

All participating municipalities shall:

- Develop goals and objectives for the implementation and management of the Plan.
- Identify and develop projects outlined in the Plan.
- Develop a preliminary estimate of capital and maintenance costs.
- Develop strategies and supportive materials to promote public awareness.
- Design interpretive trails and overlooks.
- Develop planning and design standards.
- Develop presentations and hold a series of stakeholder and public forums.
- Development of a list of specific existing and potential sources of funding.
- Update the inventory of resources.
- Development of draft policies for resource management.
- Provide the Initial Payment to Avondale within 30 calendar days of the award of the contract.
- Reimburse Avondale, within 30 calendar days of receipt of approved invoices, for its Final Payment.
- Review and provide written comments to Buckeye on consultant's interim and final Plan submittals within 21 calendar days of receipt of the submittals.
- Fully and actively participate in the Plan including sharing data and attending scoping, consultant selection, progress, stakeholder and public meetings.

Lead Administrative Agency's Obligations. Avondale shall:

- Serve as the lead agency for contracting for consultant services.
- Be responsible for contract administration and payment to the Plan consultant for work performed in accordance with the contract documents.
- Invoice the FCDMC, Buckeye and Goodyear for $25,000.00 each upon award of the contract for consultant services. .
- Upon completion and acceptance of the plan by the Administrative Committee, invoice the FCDMC, Buckeye and Goodyear for its proportionate share of the Plan costs incurred, in an amount not to exceed $25,000.00 per Party.
- Include the FCDMC, Maricopa County, Buckeye, and Goodyear in the consultant selection, scoping process, and other meetings for the PLAN.

Lead Oversight and Coordinating Agency's Obligations. Buckeye shall:

- Serve as the lead agency for oversight and coordination of consultant services.
- Coordinate public involvement activities regarding the Plan, if needed, as determined by the Parties.
- Send consultant's monthly progress reports to FCDMC, Maricopa County, Avondale, and Buckeye. Provide the selected consultant's interim and final Plan submittals to the FCDMC, Maricopa County, Avondale, and Goodyear for review and comment.
- Resolve and/or incorporate any written comments on consultant's submittals from the FCDMC, Maricopa County, Avondale, and Goodyear as agreed to by the Parties.
- Include the FCDMC, Maricopa County, Avondale, and Goodyear in the consultant selection, scoping process, and other meetings for the Plan.

BUDGETARY IMPACT:

The participating municipalities will share the plan cost by one-quarter equal shares (25/25/25/25). The total Plan cost is estimated not to exceed $200,000.00. Each participating municipality agrees to pay an amount not to exceed $50,000.

A transfer of appropriation is required to expend funds for this agreement. Staff is requesting that the City Council approve the transfer of $200,000 in appropriations only from the project 320-1046-Improvement District-Unformed.

RECOMMENDATION:

Staff is recommends that the City Council approve the transfer of funds and adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale, the Flood Control District of Maricopa County, the Town of Buckeye, and the City of Goodyear for the cost sharing, planning, analysis, and preparation of the El Rio Watercourse Implementation and Management Plan; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3130-813

RESOLUTION NO. 3130 -813

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, MARICOPA COUNTY, THE TOWN OF BUCKEYE, ARIZONA AND THE CITY OF GOODYEAR, ARIZONA, FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE EL RIO WATERCOURSE IMPLEMENTATION AND MANAGEMENT PLAN.

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

SECTION 1. The Intergovernmental Agreement among the City of Avondale (the "City"), the Flood Control District of Maricopa County, Maricopa County, acting by and through its Board of Supervisors, the Town of Buckeye and the City of Goodyear, (i) to initiate a design process to implement the El Rio Watercourse Master Plan, (ii) to procure and retain a consultant to develop the El Rio Watercourse Implementation and Management Plan and (iii) to implement the El Rio Watercourse Implementation and Management Plan (the "Agreement"), is hereby approved in substantially the form and substance of Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the 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, August 5, 2013.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3130 -813

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

AMONG
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
MARICOPA COUNTY
AND
THE CITY OF AVONDALE, ARIZONA
THE TOWN OF BUCKEYE, ARIZONA
THE CITY OF GOODYEAR, ARIZONA
for the
El Rio Watercourse Implementation and Management Plan

THIS AGREEMENT is entered into as of _____, 2013 (the "Effective Date"), as amended, among the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors (the "FCDMC"), MARICOPA COUNTY ("COUNTY"), acting by and through its Board of Supervisors, and THE CITY OF AVONDALE ("AVONDALE"), THE TOWN OF BUCKEYE ("BUCKEYE") and THE CITY OF GOODYEAR ("GOODYEAR"), each a municipal corporation of the State of Arizona, acting by and through its city or town council. The FCDMC, COUNTY, AVONDALE, BUCKEYE and GOODYEAR are collectively referred to as the "Parties" or individually as a "Party".

I. RECITALS

1. The FCDMC is empowered by Arizona Revised Statutes ("A.R.S.") Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the FCDMC.

2. The COUNTY is empowered by A.R.S. Section 11-952, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.

3. AVONDALE is empowered by A.R.S. Section 11-952, as revised, and Article I, Section 3 of the Avondale City Charter to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of AVONDALE.

4. BUCKEYE is empowered by A.R.S. Section 11-952, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of BUCKEYE.

5. GOODYEAR is empowered by A.R.S. Section 11-952, as revised and Article I, Section 2 of the Goodyear City Charter, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of GOODYEAR.

6. The El Rio Watercourse Master Plan ("WCMP") was developed in 2006 to examine the benefits, opportunities, and impact of a range of flood control management plans that address the flood and erosion hazards and impending development pressures in consideration of public safety, social, economic, and environmental factors and to recommend a preferred watercourse master plan.

7. The El Rio WCMP was adopted by the Parties in 2006. In 2007, the Parties executed a Memorandum of Understanding ("MOU") to implement the El Rio WCMP. The MOU established the Administrative Committee, which consists of the city/town managers and/or directors of the Parties (the "ADMINISTRATIVE COMMITTEE"). The ADMINISTRATIVE COMMITTEE directs the implementation of the El Rio WCMP.

8. The ADMINISTRATIVE COMMITTEE has agreed to initiate a more detailed design process to implement the El Rio WCMP and desires to procure and retain a consultant to develop the El Rio Watercourse Implementation and Management Plan (the "PLAN") to implement the El Rio WCMP (the "Work").

9. The PLAN to be developed will include, but not be limited to, the following:

a. Consistent design guidelines and planning standards for local jurisdictions as well as public and private sector developers and property owners.

b. A prioritized list of potential projects (at least one in each jurisdiction) based on the conceptual framework outlined in the El Rio WCMP. Preliminary level design drawings, capital and maintenance costs, and funding sources shall be developed for each potential project.

c. If time and resources allow, the PLAN may include:

i. Developing strategies and supportive materials to promote stakeholder and public awareness of the El Rio WCMP.

ii. Designing interpretive trails and overlooks.

iii. Planning and designing signage and way-finding programs.

iv. Developing a list of specific existing and potential sources of funding to protect, manage and develop the Gila River as outlined in the vision for the El Rio WCMP.

v. Inventorying resources, respecting private property rights, contained within the El Rio WCMP area, including a list of any properties that are related to

the vision of the El Rio WCMP and should be preserved, restored, managed, developed or maintained because of their natural, cultural, historic, recreational or scenic significance.

vi. Developing draft policies for resource management that detail the application of appropriate land and water management techniques, including the development of cooperative agreements to protect the historical, cultural, recreational and natural resources of the Gila River as outlined in the vision for the El Rio WCMP in a manner compatible with economic development.

vii. Completing an analysis of ways in which local, State and Federal programs may best be coordinated to promote the purposes of the El Rio WCMP.

viii. Completing any other related service as is determined by the Parties to best serve the implementation of the El Rio WCMP.

10. The purpose of this Agreement is to identify and define the responsibilities of the FCDMC, COUNTY, AVONDALE, BUCKEYE and GOODYEAR for the cost sharing, planning, analysis, preparation and implementation of the PLAN.

11. Each Party will designate staff to fully and actively participate in consultant selection, meetings, coordinate activities and data requests with its respective Party, and review and provide comments on interim and final plans.

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

II. COST SHARING

1. Cost-Sharing. The FCDMC, AVONDALE, BUCKEYE and GOODYEAR will share, by one-quarter shares (25%/25%/25%/25%), the cost of the Work, which is estimated not to exceed $200,000.00 or $50,000.00 per Party.

2. Initial Payment. Upon award of the contract for consultant services to create the PLAN and upon receipt of an invoice from the lead agency, each Party shall pay $25,000.00 to the lead agency as more particularly set forth in Section III below (the “Initial Payment”).

3. Final Payment. Upon acceptance of the PLAN by the ADMINISTRATIVE COMMITTEE, each Party shall be responsible for one-quarter of the remaining cost of the Work, in an amount not to exceed $25,000.00 per Party (the “Final Payment” and together with the Initial Payment, the “Payments”). The total or aggregate amount of Payments under this Agreement for each Party shall not exceed $50,000.00.

4. Budget. Each Party shall establish and maintain its own budget under this Agreement.

III. SCOPE OF WORK

1. Lead Contracting Agency's Obligations. AVONDALE shall:

a. Serve as the lead agency for the procurement and contracting for consultant services.

b. Be responsible for contract administration and payment to the PLAN consultant for work performed in accordance with the contract documents. Provide all Parties with the opportunity to review and approve the contract prior to execution of the contract.

c. Invoice the FCDMC, BUCKEYE and GOODYEAR for $25,000.00 each upon award of the contract for consultant services. Upon acceptance of the PLAN by the ADMINISTRATIVE COMMITTEE, invoice the FCDMC, BUCKEYE and GOODYEAR for its proportionate share of the PLAN costs incurred, in an amount not to exceed $25,000.00 per Party.

d. Include the FCDMC, COUNTY, BUCKEYE and GOODYEAR in the consultant selection, scoping process, and other meetings for the PLAN.

2. Parties' Obligations for Contracting. The FCDMC, BUCKEYE and GOODYEAR shall:

a. Provide the Initial Payment to AVONDALE within 30 calendar days of the award of the contract and receipt of an invoice from AVONDALE for the PLAN consultant as set forth in Section II(2) above.

b. Reimburse AVONDALE, within 30 calendar days of receipt of approved invoices, for its Final Payment as set forth in Section II(3) above.

3. Lead Oversight and Coordinating Agency's Obligations. BUCKEYE shall:

a. Serve as the lead agency for oversight and coordination of consultant services. This includes, but is not limited to, all day-to-day tasks relating to the implementation of the consultant's scope of work, ensuring the consultant is meeting established schedules for project delivery, coordinating responses to data requests, scheduling meetings and interagency coordination. All contracting and public information activities shall be performed as required by the A.R.S.

b. Coordinate public involvement activities regarding the PLAN, if needed, as determined by the Parties.

c. Send consultant's monthly progress reports to FCDMC, COUNTY, AVONDALE and GOODYEAR.

d. Provide the selected consultant's interim and final PLAN submittals to the FCDMC, COUNTY, AVONDALE and GOODYEAR for review and comment.

e. Resolve and/or incorporate any written comments on consultant's submittals from the FCDMC, COUNTY, AVONDALE and GOODYEAR as agreed to by the Parties.

4. Parties' Obligations for Oversight and Coordinating Consultant Services. The FCDMC, AVONDALE, GOODYEAR and the COUNTY shall:

a. Review and provide written comments to BUCKEYE on consultant's interim and final PLAN submittals within 21 calendar days of receipt of the submittals. If BUCKEYE does not receive comments within 21 calendar days for each submittal, it will be deemed that the FCDMC, AVONDALE, GOODYEAR and the COUNTY does not have any comments on that submittal.

b. Fully and actively participate in the PLAN including sharing data and attending scoping, consultant selection, progress, stakeholder and public meetings.

IV. MISCELLANEOUS PROVISIONS

1. Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the earlier of: (a) June 30, 2015, or (b) acceptance of the PLAN by the ADMINISTRATIVE COMMITTEE and payment by the Parties (the "Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

2. Termination; Amendment. By mutual written agreement of the Parties, this Agreement may be amended or terminated. If this Agreement is terminated, the Parties will forfeit any of their Payments paid to the date of termination and, subject to the provisions of Section IV(9) of this Agreement (Non-Availability of Funds), shall be responsible for their proportionate shares of the Payments as obligated under this Agreement. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that a disposition of property is necessary upon termination, property shall be returned to its original owner, if applicable, and all other property shall be retained by Avondale.

3. Miscellaneous. Each Party, and the Parties collectively, shall:

a. E-verify, Records and Audits. Comply with A.R.S. Sections 41-4401 and 23-214(A).

i. Each Party retains the legal right to inspect the records, during normal business, of the other Party's and any consultants', contractors' or

subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214(A). The Parties and their respective subcontractors shall cooperate with the other Parties' random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential

ii. Failure by any Party to comply with A.R.S. Sections 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

b. PLAN Consultant's Warranties, Records and Audit. Require that any consultant selected to develop the PLAN:

i. Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. Section 23-214(A).

ii. Agree that a breach of the warranty under Section IV(3)(b)(i) above (PLAN Consultant's Warranties, Records and Audit) shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

iii. Agree that any Party retains the legal right to inspect the papers of the consultant, contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that consultant, contractor or subcontractor is complying with the warranty under Section IV(3)(b)(i) above (PLAN Consultant's Warranties, Records and Audit).

c. Delegation. Have the right, following mutual written agreement of all Parties, to delegate its responsibilities under this Agreement to another Party. Any delegation, however, shall not relieve the delegating Party of its original responsibilities as defined herein.

d. Disputes. In the case of any dispute over any items in this Agreement, agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the Parties to seek any remedies provided by law.

4. Indemnification.

a. Except as to the claims described in Section IV(4)(b) below (Indemnification), each Party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, for, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's

negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee.

b. The Parties agree and acknowledge that in no event shall the indemnitor owe or be obligated to pay any amounts which the indemnitee has no obligation to pay or has not actually paid, whether due to inability to pay or due to having entered into an agreement or arrangement that provides the indemnitee has no obligation to pay regardless of the indemnitee's ability to pay or due to any other reason, including but not limited to liabilities for which a covenant not to execute has been provided to the indemnitee or any other agreement where liabilities are created with no obligation on the part of the indemnitee to pay.

5. Records. The Parties agree to retain all books, accounts, reports, files and other records relating to this Agreement and to make such available at all reasonable times for inspection and audit by the Parties to this Agreement, or their agents, during the term of and for a period in accordance with the State approved Retention Schedule or five years, whichever is longer, after completion of this Agreement.

6. Conflict of Interest. This Agreement is subject to cancellation by any Party pursuant to the provisions of A.R.S. Section 38-511.

7. Administrative Costs. Except as provided in Section II above, each Party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this Agreement, including but not limited to management and administration of the PLAN, unless specifically identified otherwise in this Agreement.

8. Legislation. If legislation is enacted after the Effective Date that changes the relationship or structure of one or more Parties to this Agreement, the Parties agree that this Agreement shall be renegotiated at the written request of any Party.

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

10. Notices. All notices or demands upon any Party to 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:

FCDMC: Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, Arizona 85009
Attn: Timothy S. Phillips, P.E., Chief Engineer & General Manager

COUNTY: Maricopa County Planning & Development
501 N 44th Street, Ste. 200
Phoenix, AZ 85008
Attn: Debra Stark

AVONDALE: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One E. Washington St. #1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

BUCKEYE: Town of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Stephen S. Cleveland, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One E. Washington St. #1600
Phoenix, Arizona 85004-2553
Attn: Scott W. Ruby, Esq.

GOODYEAR: City of Goodyear
195 North 145th Ave., Bldg D
Goodyear, Arizona 85338
Attn: Brian Dalke, City Manager

With copy to: City of Goodyear
190 North Litchfield Road
Goodyear, Arizona 85338
Attn: Roric Massey, City Attorney

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 Paragraph. 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.

11. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

12. Legal Determination. In accordance with A.R.S. Section 11-952(D), attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY,
A Municipal Corporation

Recommended by:

_____

TIMOTHY S. PHILLIPS, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client; and, (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____

General Counsel Date

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

MARICOPA COUNTY,
Acting By and Through its Board of Supervisors

Recommended by:

_____

Name _____Date_____

Its: _____

Approved and Accepted:

By: _____Date_____

Its: _____

Attest:

By: _____Date_____

Its: _____

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client; and, (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
General Counsel Date

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

CITY OF AVONDALE, an Arizona municipal corporation

_____
Marie Lopez Rogers, Mayor

Date:_____

ATTEST:

_____
Carmen Martinez, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client; and, (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Andrew J. McGuire, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

TOWN OF BUCKEYE, an Arizona municipal corporation

_____
Jackie A. Meck, Mayor

Date:_____

ATTEST:

_____
Lucinda Aja, Town Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client; and, (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Scott W. Ruby, Town Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF GOODYEAR, an Arizona municipal corporation

_____
Georgia Lord, Mayor

Date:_____

ATTEST:

_____
Maureen Scott, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client; and, (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Roric Massey, City Attorney

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
August 5, 2013

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council may hold an executive session pursuant to Ariz. Rev. Stat. §38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney(s), regarding CenturyLink's waiver request in its cable license application.

ATTACHMENTS:

Click to download

No Attachments Available