

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
**October 7, 2013**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 MOSAIC ARTS CENTER PARTNERSHIP

This item is to discuss a potential partnership between the City of Avondale and Mosaic Arts Center for arts and education programming and space use. This item is for discussion and direction.

### 3 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

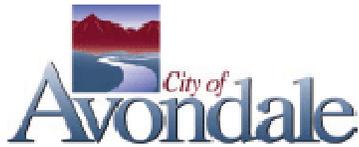
Carmen Martinez  
City Clerk

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.

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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:**

Mosaic Arts Center Partnership

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

This item is to discuss a potential partnership between the City of Avondale and Mosaic Arts Center for arts and education programming and space use.

**BACKGROUND:**

The Mosaic Arts Center (MAC) is a non-profit arts and education organization based at 12 East Western Avenue. It offers science, technology, engineering and math (STEM) education through the arts, also known as STEAM. The MAC moved into the Western Avenue location approximately a year ago bringing an important asset to the street in a formerly vacant building. The MAC has been active in the Historic Avondale Art Walk and has developed relationships with schools, businesses and other non-profit organizations in support of educational programming for youth. Its mission and work aligns with many of the City's priorities to support the educational system, revitalize Historic Avondale and provide opportunities for youth. Its presence presents an opportunity for a strategic and mutually beneficial partnership with Mosaic Arts Center.

**DISCUSSION:**

The Mosaic Arts Center is located at a highly visible location on Western and Central avenues and has capacity to expand its offerings. The facility and services have the potential to augment existing city services and events. This could include Mosaic Art Center's participation at events such as the Tale of Two Cities Festival, the Tres Rios Festival, Resident Appreciation Night and the Week of the Young Child events. Mosaic Arts Center would offer interactive displays, educational activities and demonstrations at these and other special events. Providing programming for youth on Wednesday afternoons when the schools have early dismissal is another need that City departments have worked to address with limited space and resources. Both the Parks, Recreation and Libraries and Neighborhood & Family Services departments would partner to provide programming which could be through use of the facility alone or in partnership with Mosaic Arts Center. Mosaic Arts Center has also offered educational services through the Avondale Elementary School District on a fee for service basis. There are potential opportunities for the MAC to support educational outcomes in STEM which would support the public schools and the City's education initiative.

There is a renewed energy among the business owners on Western Avenue and within Historic Avondale. With the addition of new businesses such as Kreative Kupcakes, InPower Boutique, and businesses active at the collaborative workspace Gangplank, there is tremendous momentum in the area. The Care1st Avondale Resource & Housing Center is currently at capacity, and the community room is fully utilized by the non-profits housed at the Center and other community groups. In addition, the Sam Garcia Library is well-utilized, especially by the youth from the surrounding neighborhoods. This activity combined with the success of City-sponsored services and investments creates a need that would be filled by a partnership and agreement with Mosaic Arts Center.

**BUDGETARY IMPACT:**

With City Council direction to explore a partnership and agreement with Mosaic Arts Center, a budget would be developed.

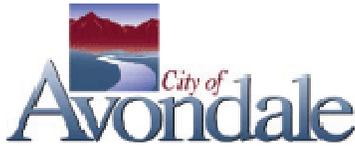
**RECOMMENDATION:**

This item is for City Council discussion and direction.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
October 7, 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. APPROVAL OF MINUTES**

1. Work Session of September 9, 2013
2. Regular Meeting of September 9, 2013
3. Work Session of September 16, 2013
4. Regular Meeting of September 16, 2013

**b. FINAL PLAT - CITY CENTER PHASE 3**

City Council will consider a request to approve the Final Plat for City Center Phase 3 located at the southeast corner of Avondale Boulevard and Roosevelt Street. The Council will take appropriate action.

**c. SETTLEMENT AGREEMENT - LEAZOTTE V AVONDALE**

City Council will consider a request to approve a settlement agreement with Thomas Leazotte in the amount of \$130,000 and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. PROFESSIONAL SERVICES AGREEMENT - ENTERPRISE NETWORK SOLUTIONS, INC., FOR VIRTUAL DESKTOP INFRASTRUCTURE GOODS AND SERVICES**

City Council will consider a request to approve a Professional Services Agreement with Enterprise Network Solutions, Inc., for virtual desktop infrastructure goods and services to support the piloting of virtual computers at City libraries and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. PROFESSIONAL SERVICES AGREEMENTS - BLUE HORSESHOE SOLUTIONS, INC., AND RPI CONSULTANTS, LLC FOR LAWSON TECHNICAL CONSULTING SERVICES**

City Council will consider a request to approve two Professional Services Agreements with Blue Horseshoe Solutions, Inc., and RPI Consultants, LLC for Lawson Technical Consulting

services to support the City's human resources information system for a maximum amount of \$240,000 for each of the contracts and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. PROFESSIONAL SERVICES AGREEMENT – KIMLEY-HORN AND ASSOCIATES, INC. – CADD SERVICES**

City Council will consider a request to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. to provide CADD services in the amount of \$100,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**g. FIRST AMENDMENT TO PURCHASE AGREEMENT - HACH COMPANY**

City Council will consider a request to authorize an amendment to the purchase agreement with Hach Company for the procurement of water testing equipment and related supplies for an aggregate amount not to exceed \$675,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**h. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – RITTOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS, INC. – CADD SERVICES**

City Council will consider a request to approve the First Amendment to the Professional Services Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc. to provide CADD services in a maximum amount of \$100,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**i. RESOLUTION 3138-1013 - INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT #216 FOR SCHOOL RESOURCE OFFICER**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Agua Fria Union High School District #216 to share the cost of providing a School Resource Officer during the 2013/2014 school year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**j. RESOLUTION 3139-1013 – CONTRACTOR AGREEMENT WITH VALLEY OF THE SUN UNITED WAY FOR SUCCESS BY 6 INITIATIVE**

City Council will consider a resolution authorizing an agreement with Valley of the Sun United Way authorizing the parties to perform all necessary labor and services required of the Success by Six initiative and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**4 CONTINUANCE - PUBLIC HEARING FOR CABLE TELEVISION LICENSE AGREEMENT - QWEST BROADBAND SERVICES, INC. DBA CENTURYLINK**

City Council will consider a request from Mary Ferguson LaFave on behalf of Qwest Broadband Services, Inc., dba CenturyLink to continue to the meeting of November 4, 2013 the public hearing and consideration of the Cable Television License Agreement in order to give the parties more time for negotiations. The Council will take appropriate action.

**5 FAMILY ADVOCACY CENTER VICTIM ADVOCATE POSITION**

City Council will consider a request to approve the addition of the position of Family Advocacy Center Victim Advocate at the Southwest Family Advocacy Center who will provide victim support and advocacy services to all victims and their non-offending family members as part of the multi-disciplinary team response. The Council will take appropriate action.

**6 RESOLUTION 3142-1013 AND ORDINANCE 1527-1013 - CITY CODE CHAPTER 20, ARTICLE III, ALARM SYSTEMS**

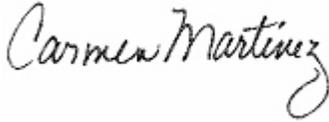
City Council will consider a resolution declaring as a public record the "City of Avondale Alarm System Ordinance, Amended and Restated October 7, 2013", an ordinance adopting the same and a recommendation to direct the City's third party vendor, Cry Wolf, to institute a collections process for delinquent assessments. The Council will take appropriate action.

## 7 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding the Martinez v City of Avondale litigation; and (ii) Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's evaluation.

## 8 ADJOURNMENT

Respectfully submitted,



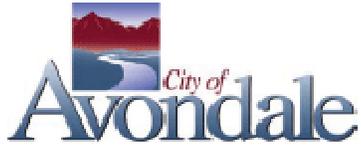
Carmen Martinez  
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
October 7, 2013

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

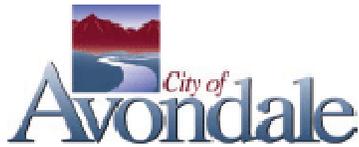
**PURPOSE:**

1. Work Session of September 9, 2013
2. Regular Meeting of September 9, 2013
3. Work Session of September 16, 2013
4. Regular Meeting of September 16, 2013

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# DEVELOPMENT SERVICES

**SUBJECT:**

Final Plat - City Center Phase 3

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Development & Engineering Services Director (623) 333-4012

**THROUGH:** Charlie McClendon, City Manager

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**REQUEST:** Final Plat Approval for City Center Phase 3

**PARCEL SIZE:** Approximately 44.613 acres

**LOCATION:** Southeast corner of Avondale Boulevard and Roosevelt Street

**APPLICANT:** City of Avondale

**OWNER:** City of Avondale and 545657, Inc

**BACKGROUND:**

The final plat for Avondale City Center Phase 1 was approved on April 20, 2009. On August 3, 2009, the area was rezoned to City Center District (CCD). On June 4, 2012, City Council authorized purchase of property shown as Lot "B" on this plat. On May 6, 2013, City Council adopted Ordinance 1516-513, granting a power distribution easement to Salt River Project (SRP) shown on the plat.

**SUMMARY OF REQUEST:**

Replat Lots 1 and 2 and portions of Avondale Boulevard and Dale Earnhardt Drive of City Center Phase 1.

Formally name and dedicate rights-of-way for streets and utilities.

Combine five split parcels into three valid lots.

**PARTICIPATION:**

Not required.

**PLANNING COMMISSION ACTION:**

Not required.

**ANALYSIS:**

The proposed plat meets the minimum lot dimension requirements of the CCD, and complies with the intent of the City Center Specific Plan for street and park layout.

The rights-of-way and provision for utilities complies with the Transportation Plan and the General Engineering Requirements (GER) manual.

**FINDINGS:**

The proposed request meets the following findings:

1. It complies with the Subdivision Ordinance;
2. It complies with the intent of the City Center Specific Plan;
3. It meets the minimum lot dimension requirements of the City Center District zoning district;
4. Rights-of-ways comply with the Transportation Plan; and,
5. Public Utility Easements comply with the General Engineering Requirements manual.

**RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** application PL-13-0080.

**PROPOSED MOTION:**

I move that the City Council **APPROVE** application PL-13-0080, a request for final plat approval of City Center Phase 3, as recommended by staff.

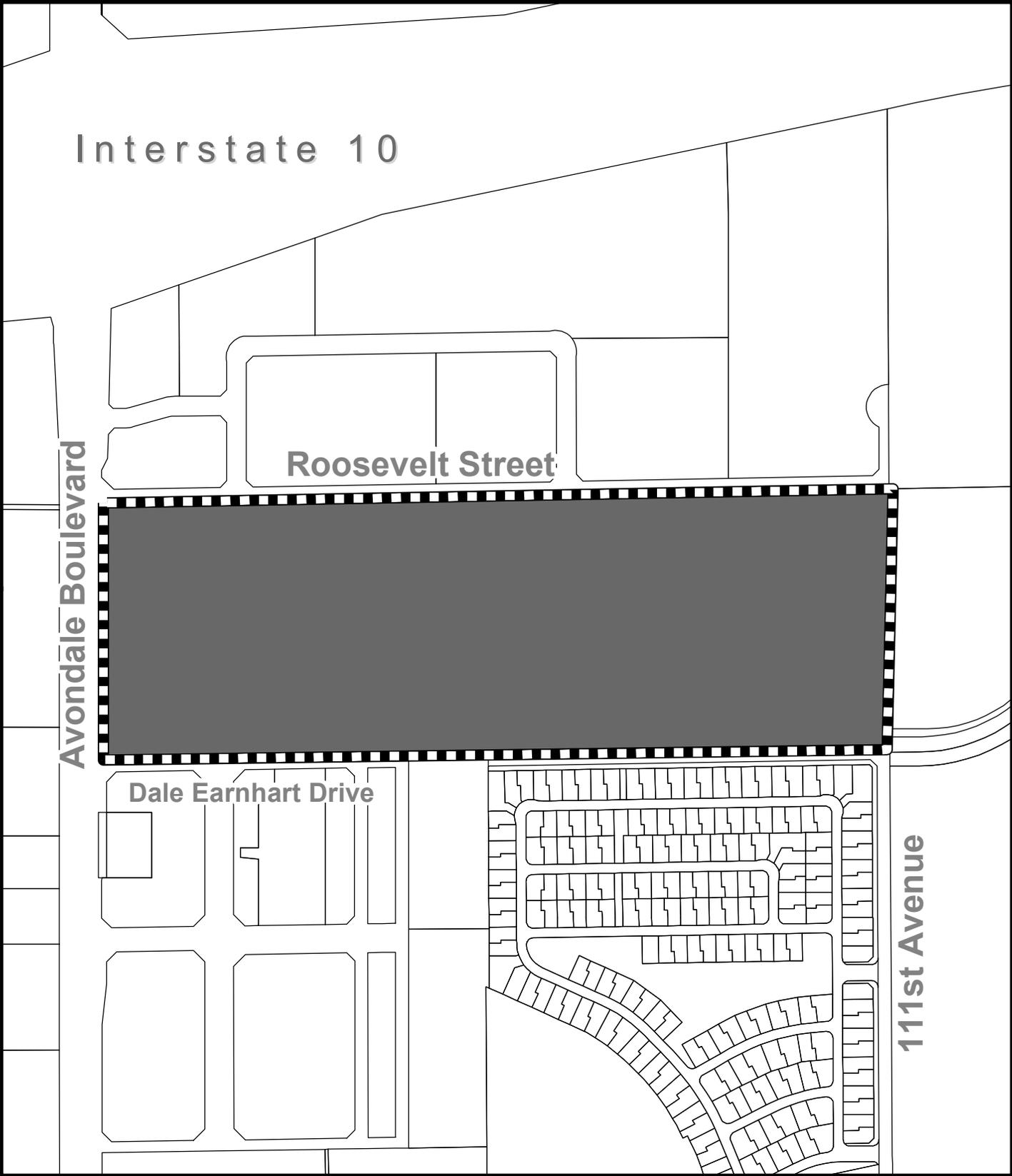
**ATTACHMENTS:**

Click to download

- [Exhibit A - Vicinity Map](#)
- [Exhibit B - Proposed Final Plat Avondale City Center Phase 3](#)

**PROJECT MANAGER:**

Eric Morgan, Planner II (623) 333-4017

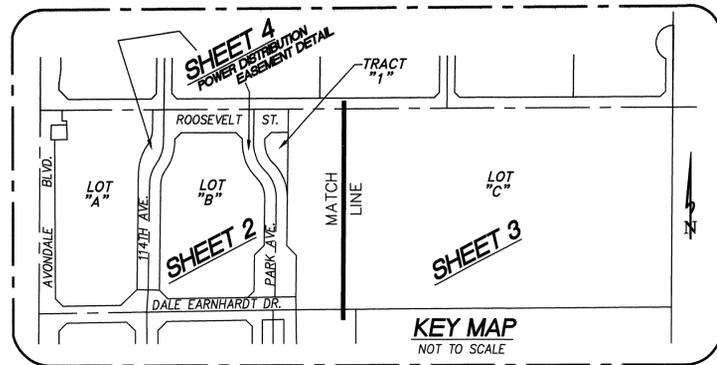
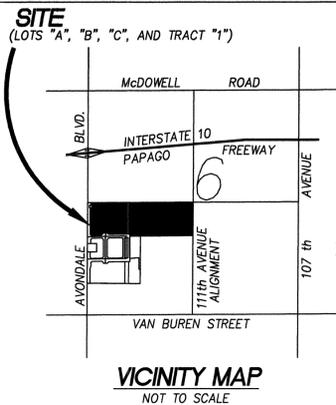


**Avondale City Center Phase 3 (PL-13-0080)**



**Subject Property**





# FINAL PLAT FOR AVONDALE CITY CENTER PHASE 3 AVONDALE, ARIZONA

A REPLAT OF LOTS 1 AND 2 AND PORTIONS OF AVONDALE BOULEVARD AND COPORATE DRIVE ROADS RIGHTS OF WAY OF THE AVONDALE CITY CENTER PHASE 1 SAID LOTS AND ROAD PORTIONS BEING OF THE PLAT RECORDED IN BOOK 1027, PAGE 31, MARICOPA COUNTY RECORDERS OFFICE RECORDS AND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA

### LOT AREA TABLE

LOT NUMBER	AREA IN SQUARE FEET	AREA IN ACRES
A	241,086 Sq. Ft.	5.534 Ac.
B	232,953 Sq. Ft.	5.348 Ac.
C	1,177,262 Sq. Ft.	27.026 Ac.

### TRACT AREA TABLE

TRACT NUMBER	AREA IN SQUARE FEET	AREA IN ACRES	USE
1	12,201 Sq. Ft.	0.280 Ac.	DRAINAGE & LANDSCAPING

### SHEET INDEX

- 1-----COVER SHEET
- 2-----FINAL PLAT LOTS "A" AND "B", AND TRACT "1"
- 3-----FINAL PLAT LOT "C"
- 4-----S.R.P. POWER DISTRIBUTION EASEMENT DETAIL PER MCR 2013-0504756

### LEGAL DESCRIPTION

LOTS 1 AND 2 AND A PORTION OF AVONDALE BOULEVARD AND CORPORATE DRIVE RIGHTS OF WAY OF THE FINAL PLAT AVONDALE CITY CENTER PHASE 1 RECORDED IN MARICOPA COUNTY RECORDERS OFFICE BOOK 1027 OF MAPS, PAGE 31 AN APRIL 2009 PLAT.  
(TOTAL AREA OF REPLAT = 1,943,345 SQUARE FEET OR 44.613 ACRES MORE OR LESS)

### OWNER/DEVELOPER

CITY OF AVONDALE  
11465 W. CIVIC CENTER DRIVE, SUITE 120  
AVONDALE, ARIZONA 85323-6804  
PHONE: (623) 333-4200  
CONTACT: LARI SPIRE, RLS

### SURVEYOR

CONSULTANT REGISTERED SURVEYING, INC..  
8732 E. PICCADILLY ROAD  
SCOTTSDALE, ARIZONA 85251  
PHONE: 480-620-1382  
CONTACT CARL SITTERLEY, RLS, ARIZONA 28742

### BENCHMARK

CITY OF AVONDALE BENCHMARK CIVIC CENTER NGS HORIZONTAL CONTROL DISK STAMPED CIVIC CENTER 2006, THE ELEVATION BEING NAVD88 DATUM=996.80

### 100 YEAR ASSURED WATER SUPPLY

THIS AREA PLATTED HEREON WITH THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DEDICATED AS HAVING AN ASSURED SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

### BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, G&SRM, HAVING A BEARING OF NORTH 00°02'19" WEST, PER RECORD OF SURVEY AVONDALE CITY CENTER RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE IN BOOK 1023 OF MAPS, PAGE 35. SAID BASIS OF BEARING SAME AS THE ABOVE STATED FINAL PLAT OF AVONDALE CITY CENTER PHASE 1.

### GENERAL NOTES

1. ALL LANDSCAPING WITHIN THE ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT OWNERS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS, SHALL BE LIMITED TO UTILITIES AND LANDSCAPING.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
4. ALL ELECTRIC AND COMMUNICATION LINES ARE TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100-YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNERS MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.
8. A 1/2 INCH REBAR WITH 3/8 INCH BRASS TAG ATTACHED AND STAMPED CRS 28742 WILL BE SET AT ALL LOT CORNERS AT THE COMPLETION OF THE PROJECT, UNLESS SAID REBAR IS NOT PRACTICAL, AND A COMPETENT SURVEY MONUMENT WILL BE SET AND FULLY DESCRIBED ON A RECORDED ADDITIONAL RESULTS OF SURVEY TO MEET "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" IF THE STATED MONUMENT IS NOT SHOWN HEREON THIS PLAT.
9. BEARINGS AND DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE INDICATED AS CALCULATED (COMPUTED) OR OF RECORD.

### SURVEY REFERENCES

- R1 = MCR PLATS BOOK 694, PAGE 38
- R2 = MCR PLATS BOOK 1027, PAGE 31
- R3 = MCR PLATS BOOK 686, PAGE 43
- R4 = MCR PLATS BOOK 1071, PAGE 11
- R5 = MCR PLATS BOOK 1077, PAGE 32
- R6 = MCR PLATS BOOK 1023, PAGE 35
- R7 = MCR PLATS BOOK 731, PAGE 05
- R8 = MCR PLATS BOOK 1075, PAGE 20
- R9 = MCR PLATS BOOK 1010, PAGE 47
- R10 = MCR PLATS BOOK 1095, PAGE 05
- R11 = MCR PLATS BOOK 1085, PAGE 41
- R12 = MCR PLATS BOOK 854, PAGE 35

### LEGEND

- R.L.S. = REGISTERED LAND SURVEYOR
- G&SRM = GILA AND SALT RIVER MERIDIAN
- GDACS = GEODETIC DENSIFICATION AND CADASTRAL SURVEY
- R/W = RIGHT OF WAY ROADWAY
- PUE = PUBLIC UTILITY EASEMENT
- MCR = MARICOPA COUNTY RECORDERS OFFICE
- NGS = NATIONAL GEODETIC SURVEY
- NAVD88 = NORTH AMERICAN VERTICAL DATUM 1988
- S.R.P. = SALT RIVER PROJECT
- = EXTERIOR SUBDIVISION LINE (LOTS 1, 2 AND ROAD R/W FROM R2)
- = STREET CENTERLINE (PER PLAT R2)
- = PLAT EASEMENT LINES
- = EASEMENT LINES OTHER
- = PLAT INTERIOR LOT LINES

- ⊙ = FOUND MONUMENT PER DESCRIPTION ON PLAT
- ⊙ = BRASS 3" STREET MONUMENT CITY OF AVONDALE SET IN CONCRETE FLUSH OR IN HANDHOLE WITH PUNCH AND STAMPED "LS 31038" PER MARICOPA COUNTY RECORDERS OFFICE MAP BOOK 1071, PAGE 11.
- = 1/2 REBAR WITH "CRS 28742" 3/8 BRASS TAG ATTACHED WITH PIN WIRE FLAG UNLESS OTHERWISE DESCRIBED HEREON.
- = TO BE PLACED WHEN PAVED, A BRASS CAP MONUMENT FLUSH WITH PAVING OR A BRASS CAP MONUMENT IN HAND HOLE. NEW BRASS MONUMENTS TO BE STAMPED WITH "CITY OF AVONDALE", AND "CRS 28742".
- ⊙ = 1/2 REBAR WITH "GEOTZ" RED PLASTIC CAP PER R11 RESULTS OF SURVEY, UNLESS OTHERWISE DESCRIBED HEREON.

### ACKNOWLEDGMENT

STATE OF ARIZONA )  
                                  )SS  
COUNTY OF MARICOPA )

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED MARIE LOPEZ ROGERS WHO ACKNOWLEDGED HERSELF TO BE MAYOR OF THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_ COMMISSION EXPIRES: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF ARIZONA )  
                                  )SS  
COUNTY OF MARICOPA )

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED \_\_\_\_\_, WHO ACKNOWLEDGED THEM SELF TO BE THE OWNER/PRESIDENT OF 545657, INC., A WASHINGTON CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT HE/SHE, IN SUCH CAPACITY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_ COMMISSION EXPIRES: \_\_\_\_\_

### DEDICATION

STATE OF ARIZONA )  
                                  )SS  
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THAT 545657, INC., A WASHINGTON CORPORATION, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "AVONDALE CITY CENTER PHASE 3", A 3 LOT SUBDIVISION AND REPLAT OF LOTS 1 AND 2 OF "AVONDALE CITY CENTER PHASE 1", LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "REPLAT OF LOTS 1 AND 2 OF AVONDALE CITY CENTER PHASE 1" AND HEREBY DECLARES THAT SAID "AVONDALE CITY CENTER PHASE 3", AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, AND STREETS CONSTITUTING SAME, AND THAT THE LOTS, TRACT AND STREETS SHALL BE KNOWN BY THE LETTER, NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT, 545657, INC., A WASHINGTON CORPORATION, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNERS HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF:

THAT 545657, INC., A WASHINGTON CORPORATION, AND THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION AS OWNERS, HAVE HEREUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDER SIGNED OFFICERS, THEREUNTO DULY AUTHORIZED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

BY: THE CITY OF AVONDALE,  
AN ARIZONA MUNICIPAL CORPORATION

BY: MARIE LOPEZ ROGERS \_\_\_\_\_  
MAYOR

BY: 545657, INC., A WASHINGTON CORPORATION

BY: OWNER \_\_\_\_\_  
PRESIDENT

### SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY SHOWN HEREON FOR THE STATED SECTION 6 AND PLATTED AS A FINAL PLAT WAS MADE DIRECTLY BY MYSELF DURING THE MONTHS OF JULY 2012 AND APRIL -MAY 2013, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN HEREON, AND THAT THE MONUMENTS AND POSITIONS SHOWN ARE PER CURRENT "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" AND SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



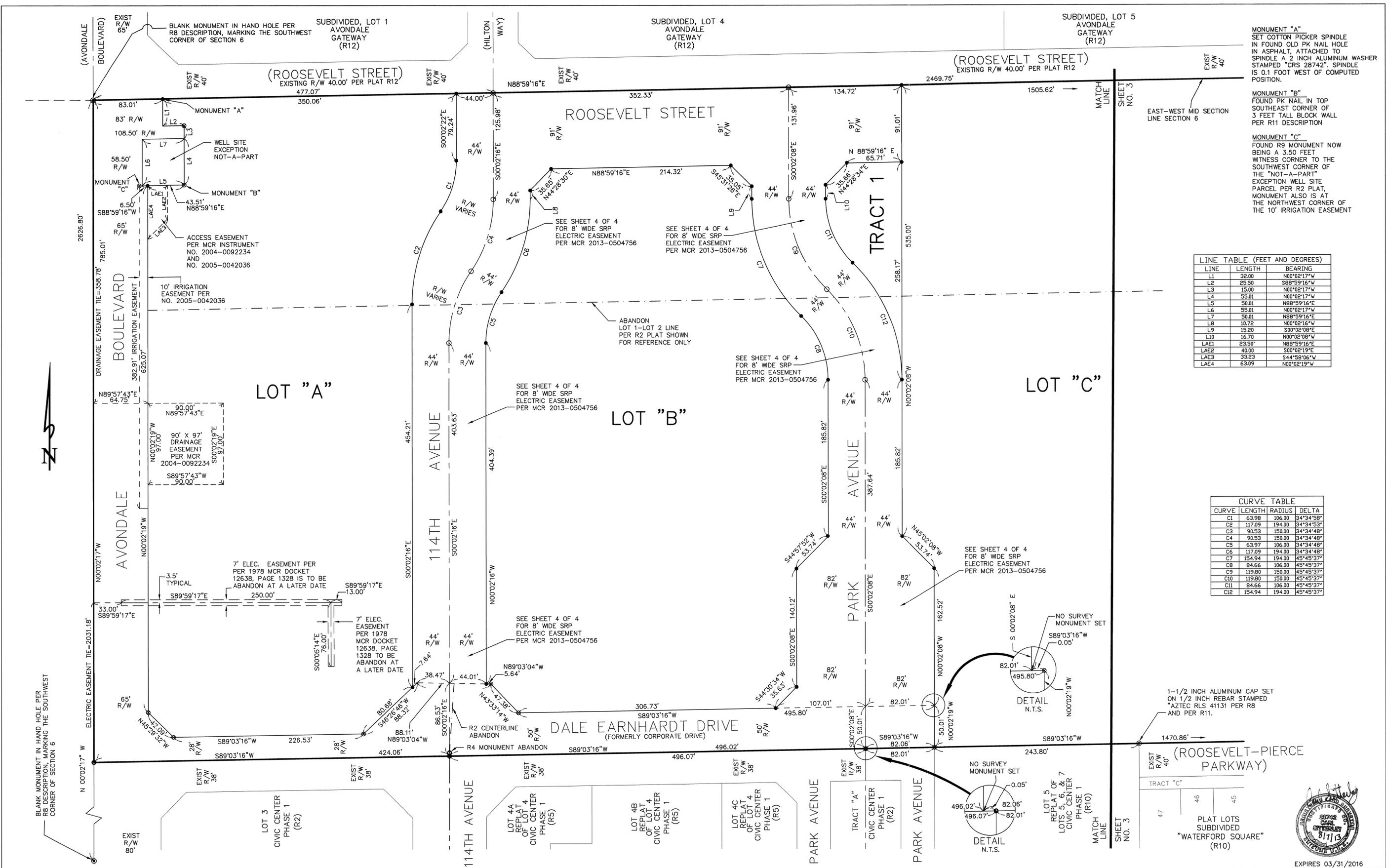
CARL SITTERLEY, REGISTERED LAND SURVEYOR 28742

EXPIRES 03/31/2016

DATE	REVISIONS

AVONDALE CITY CENTER PHASE 3---FINAL PLAT  
A REPLAT OF LOTS 1, AND 2 OF THE AVONDALE CITY CENTER PHASE 1  
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN

DATE:	08/07/2013
SCALE:	VARIABLE
DRAWN BY:	CRS
APPROVED BY:	CRS
SHEET	1 OF 4



**MONUMENT "A"**  
SET COTTON PICKER SPINDLE IN FOUND OLD PK NAIL HOLE IN ASPHALT, ATTACHED TO SPINDLE A 2 INCH ALUMINUM WASHER STAMPED "CRS 28742". SPINDLE IS 0.1 FOOT WEST OF COMPUTED POSITION.

**MONUMENT "B"**  
FOUND PK NAIL IN TOP SOUTHEAST CORNER OF 3 FEET TALL BLOCK WALL PER R11 DESCRIPTION

**MONUMENT "C"**  
FOUND R9 MONUMENT NOW BEING A 3.50 FEET WITNESS CORNER TO THE SOUTHWEST CORNER OF THE "NOT-A-PART" EXCEPTION WELL SITE PARCEL PER R2 PLAT. MONUMENT ALSO IS AT THE NORTHWEST CORNER OF THE 10' IRRIGATION EASEMENT

**LINE TABLE (FEET AND DEGREES)**

LINE	LENGTH	BEARING
L1	32.00	N00°02'17"W
L2	25.50	S88°59'16"W
L3	15.00	N00°02'17"W
L4	55.01	N00°02'17"W
L5	50.01	N88°59'16"E
L6	55.01	N00°02'17"W
L7	50.01	N88°59'16"E
L8	10.72	N00°02'16"W
L9	15.20	S00°02'08"E
L10	16.70	N00°02'08"W
LAE1	23.50'	N88°59'16"E
LAE2	40.00	S00°02'19"E
LAE3	33.23	S44°58'06"W
LAE4	63.09	N00°02'19"W

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA
C1	63.98	106.00	34°34'58"
C2	117.09	194.00	34°34'53"
C3	90.53	150.00	34°34'48"
C4	90.53	150.00	34°34'48"
C5	63.97	106.00	34°34'48"
C6	117.09	194.00	34°34'48"
C7	154.94	194.00	45°45'37"
C8	84.66	106.00	45°45'37"
C9	119.80	150.00	45°45'37"
C10	119.80	150.00	45°45'37"
C11	84.66	106.00	45°45'37"
C12	154.94	194.00	45°45'37"

1-1/2 INCH ALUMINUM CAP SET ON 1/2 INCH REBAR STAMPED "AZTEC RLS 41131 PER R8 AND PER R11.



EXPIRES 03/31/2016

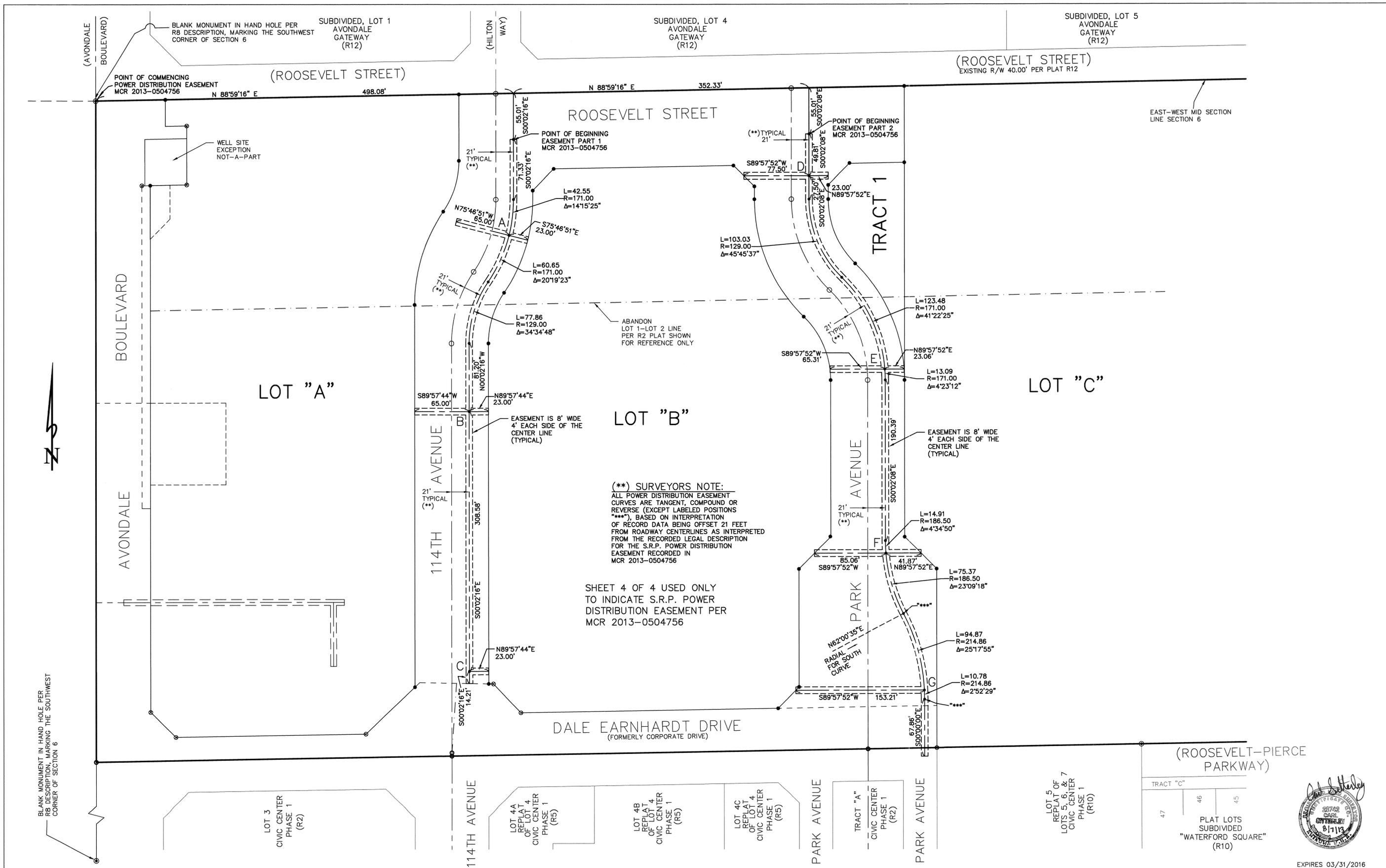
DATE	REVISIONS

**CRS**  
CONSULTANT REGISTERED SURVEYING, INC.  
8732 E. PICCADILLY ROAD  
SCOTTSDALE, ARIZONA  
480-620-1382

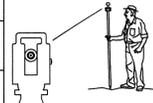
**AVONDALE CITY CENTER PHASE 3---FINAL PLAT**  
A REPLAT OF LOTS 1, AND 2 OF THE AVONDALE CITY CENTER PHASE 1  
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN

DATE: 08/07/2013  
SCALE: 1"=50'  
DRAWN BY: CRS  
APPROVED BY: CRS  
SHEET 2 OF 4



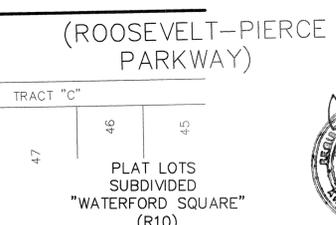


DATE	REVISIONS

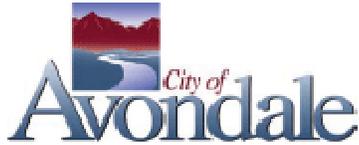

  
**CRS**  
 CONSULTANT REGISTERED SURVEYING, INC.  
 8732 E. PICCADILLY ROAD  
 SCOTTSDALE, ARIZONA  
 480-620-1382

**AVONDALE CITY CENTER PHASE 3---FINAL PLAT**  
 A REPLAT OF LOTS 1, AND 2 OF THE AVONDALE CITY CENTER PHASE I  
 SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN

DATE:	08/07/2013
SCALE:	1"=50'
DRAWN BY:	CRS
APPROVED BY:	CRS
SHEET	4 OF 4



EXPIRES 03/31/2016



# CITY COUNCIL REPORT

**SUBJECT:**

Settlement Agreement - Leazotte v Avondale

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council

**FROM:** Cherlene Penilla, Human Resources Director (623) 333-2218

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is recommending approval of the settlement agreement with Thomas Leazotte in the amount of \$130,000 and authorize the City Manager and City Clerk to execute the necessary documents.

**BUDGETARY IMPACT:**

The settlement amount of \$130,000 will be paid out of the City's Risk Management Trust Fund account # 605-5165-00-6480.

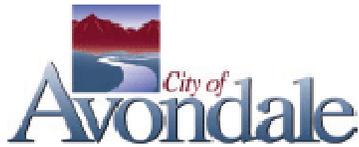
**RECOMMENDATION:**

Staff is recommending approval of the settlement agreement with Thomas Leazotte in the amount of \$130,000 and authorize the City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Professional Services Agreement - Enterprise Network Solutions, Inc., for Virtual Desktop Infrastructure Goods and Services

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council

**FROM:** Rob Lloyd, CIO/IT Director

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this item is to obtain City Council approval for a Professional Services Agreement with Enterprise Network Solutions, Inc., to obtain virtual desktop infrastructure goods and services. The professional services will support a City pilot program to implement virtual computers at City libraries for increased availability, improved security, and to control long-term costs.

**BACKGROUND:**

The City maintains approximately 100 computers for public use at its two libraries. Patrons utilize the computers for entertainment, job searches and applications, homework, and similar endeavors. Because of the nature of these uses, the computers exhibit more downtime from malware and accidental misuse.

As part of the City's 2013-2014 Annual Budget and Financial Plan approved by City Council, the Information Technology Department proposed a carryover of PC replacement funds to support a project to move City libraries to virtual computers. In a Virtual Desktop Infrastructure environment, computers are rendered at the server and are purged when sessions expire. This means any malware, changed settings, and personal files with private information saved to the virtual computer would disappear at the end of each patron's session. In practice, virtual computers prove to be more secure and have generally higher uptime for users.

**DISCUSSION:**

The City's Parks, Recreation, and Libraries Department and Information Technology Department released an RFP in July 2013 to obtain Virtual Desktop Infrastructure (VDI) goods and services to pilot virtual computers at the libraries. The City decided not to use State or national cooperative purchasing vehicles based on the want to build around the City's technical environment, address requirements specific to library staff and patrons, and to capture recent price reductions issued by vendors of VDI software solutions. The City received two proposals that fit the City's costs and scope of work.

The proposal received from Enterprise Network Solutions, Inc., (ENS) covered all requirements and they agreed to the City's budget limits, to a co-work arrangement with the City designed to develop self-sufficiency in Information Technology Staff, and to the proposed contract. ENS specializes in Virtual Desktop Infrastructure projects of similar size and has specific experience with the library management software used at City libraries. The pilot project would begin in October 2013. Pending the initial assessment included as part of the project requirements, the vendor and City staffs would complete the pilot by December 2013.

**BUDGETARY IMPACT:**

Under the proposed Professional Services Agreement, up to \$41,000 would be authorized for Virtual Desktop Infrastructure goods and services in the current fiscal year. If renewed, up to \$1,500 would be authorized in Fiscal Year 2015; up to \$1,500 would be authorized in Fiscal Year 2016; up to \$2,500 would be authorized in Fiscal Year 2017; and up to \$2,500 would be authorized in Fiscal Year 2018. Total aggregate value of the contract would thus be up to \$49,000. Actual expenditures will depend on final pricing of software licensing, hardware requirements, and budget approval by City Council in future years.

**RECOMMENDATION:**

Staff recommends that City Council approve the Professional Services Agreement between the City and Enterprise Network Solutions, Inc., for purchase of Virtual Desktop Infrastructure goods and services, and authorizing the Mayor or City Manager and City Clerk to execute the agreement.

**ATTACHMENTS:**

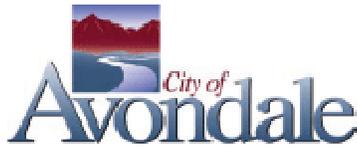
Click to download

[PSA - ENS \(Link\)](#)

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/33276>



# CITY COUNCIL REPORT

**SUBJECT:**

Professional Services Agreements - Blue Horseshoe Solutions, Inc., and RPI Consultants, LLC for Lawson Technical Consulting Services

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council  
**FROM:** Rob Lloyd, CIO/IT Director  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this item is to obtain City Council approval for Professional Services Agreements with Blue Horseshoe Solutions, Inc., and RPI Consultants, LLC for Lawson Technical Consulting services on an as-needed basis. Contract technical staff would assist the City with major upgrades and updates to the City's Lawson human resources information system implementation.

**BACKGROUND:**

The City completed implementation of the Lawson Human Capital Management system in 2010. As a large enterprise resource management system, the software requires periodic upgrades and updates. Lawson is deemed a critical system for the City, due to legal and payroll functions that depend on the software. Based on this, the Human Resources and Information Technology departments use consultants to ensure new software versions are expertly implemented.

The City's 2013-2014 Annual Budget and Financial Plan approved by City Council included \$50,000 to upgrade the City's Lawson implementation to the new Version 10 release. This is a major upgrade to the Lawson solution and will affect human resources information system use across City departments. The proposed professional services agreements would allow the consulting dollars approved to be expended on qualified vendors certified by Lawson to accomplish the City's required work when requested.

**DISCUSSION:**

The City's Information Technology Department released RFP IT 14-001 on July 30, 2013 to obtain Lawson consulting services from a Lawson-certified vendor or vendors. The City received three responsive proposals that fit the City's budget and the scope of work included in the RFP.

The proposals received from Blue Horseshoe Solutions, Inc., and RPI Consultants, LLC covered all requirements as well as agreeing to the City's budget limits, work structure, and proposed contract. Important to the City was a preference for co-work arrangements designed to continuously develop self-sufficiency in the City's Information Technology staff. This inhibits long-term dependency on consultants. The approach improves responsiveness while reducing costs, as reflected in the Information Technology Department's reduced requests for Lawson technical support funding in recent years.

Blue Horseshoe Solutions, Inc., and RPI Consultants, LLC are both certified Lawson vendors. They specialize in supporting organizations through Lawson Human Capital Management updates and

upgrades, and both indicated zero contract cancellations or litigation stemming from failure to perform. The City has elected to make a multi-award, which provides redundancy as well as flexibility in the event one vendor has more experience in some areas of Lawson than the other.

**BUDGETARY IMPACT:**

Under the proposed Professional Services Agreements, up to \$60,000 would be authorized for Lawson consulting services in the current fiscal year for each vendor. If renewed, up to \$40,000 would be authorized in Fiscal Year 2015; up to \$40,000 would be authorized in Fiscal Year 2016; up to \$60,000 would be authorized in Fiscal Year 2017; and up to \$40,000 would be authorized in Fiscal Year 2018. Total aggregate value of the contract would be up to \$240,000. Actual expenditures will depend on the City's needs each year, Lawson update and upgrade releases required, and budget approval by City Council in future years. The total maximum amount for each contract is unlikely.

**RECOMMENDATION:**

Staff recommends that City Council approve the Professional Services Agreements between the City and Blue Horseshoe Solutions, Inc., and RPI Consultants, LLC for the purchase of Lawson consulting services for a maximum amount of \$240,000 for each of the contracts for a possible maximum amount of \$580,000 through 2018, and authorize the Mayor or City Manager and City Clerk to execute the agreement.

**ATTACHMENTS:**

Click to download

- [PSA - Blue Horseshoe Solutions, Inc. \(Link\)](#)
- [PSA - RPI Consultants, LLC \(Link\)](#)

DUE TO ITS SIZE, THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

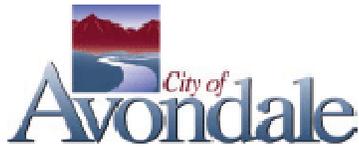
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<http://www.avondale.org/DocumentCenter/View/33278>



# CITY COUNCIL REPORT

**SUBJECT:**

Professional Services Agreement – Kimley-Horn  
and Associates, Inc. – CADD Services

**MEETING DATE:**

October 7, 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 approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. to provide CADD services in the amount of \$100,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

An intricate part of design services is computer-aided design and drafting (CADD) services, 2-D and/or 3-D modeling or similar. Through CADD services, construction documents are prepared for existing roadway, water, sewer, and drainage facilities.

**DISCUSSION:**

In order for construction documents to be prepared for capital improvement projects, CADD services are needed. CADD services, 2-D and/or 3-D modeling, assists with construction document preparation for roadway, water, sewer, and drainage facilities.

This Agreement will assist staff with preparing construction documents utilizing reference base files in AutoCAD and/or Microstation CADD formats. This Agreement will enable these services to be performed in an effective and timely manner, as needed. Kimley-Horn and Associates, Inc. (Kimley-Horn) has successfully completed similar work for the City in the past. Staff has found Kimley-Horn to be competent and qualified.

Through the City's Procurement Policy; where qualified, competent professional consultants are chosen for an on-call selection list, a staff committee selected Kimley-Horn for this Project.

**BUDGETARY IMPACT:**

Funding for this contract is available in the respective CIP and/or operating budget line items.

**RECOMMENDATION:**

Staff recommends that the City Council approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. to provide CADD services in the amount of \$100,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

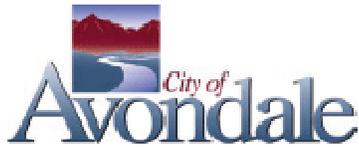
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[PSA - Kimley Horn \(Link\)](#)

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HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/33279>



# CITY COUNCIL REPORT

**SUBJECT:**

First Amendment to Purchase Agreement - Hach Company

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council

**FROM:** Wayne Janis, P.E., Public Works Director (623) 333-4411

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council authorize an amendment to the purchase agreement with Hach Company for the procurement of water testing equipment and related supplies resulting in an amended aggregate amount not to exceed \$675,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On February 21, 2012, the City Council approved a purchase agreement with Hach Company to provide water testing equipment and related supplies on an as-required basis. The current agreement allows for an annual purchase amount not to exceed \$75,000 per year with an aggregate amount not to exceed \$375,000. The initial term of the agreement was approved for 1 year with the option of four one-year renewals. The City is currently in the second term, with three renewal terms remaining.

**DISCUSSION:**

Staff is requesting an additional \$75,000 per year, from \$75,000 to \$150,000 for equipment and supplies, resulting in an aggregate amount not to exceed \$675,000. City staff has determined that additional equipment and supplies are necessary to implement the operational and process improvements recommended by the consultant for the Water Reclamation Facility, as well as implementing Public Work's reliability program focusing on preventative rather than reactive maintenance.

**BUDGETARY IMPACT:**

Funding is available in the current operating budget of both the water and wastewater funds.

**RECOMMENDATION:**

Staff recommends the City Council approve the first amendment to the purchase agreement with Hach Company for the procurement of water testing equipment and related supplies resulting in an amended aggregate amount not to exceed \$675,000 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[First Amendment to Purchase Agreement](#)

**FIRST AMENDMENT  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
HACH COMPANY**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this “First Amendment”) is entered into as of October 7, 2013, between the City of Avondale, an Arizona municipal corporation (the “City”), and HACH Company, a Delaware corporation (the “Vendor”).

RECITALS

- A. The City and the Vendor entered into a Purchase Agreement dated February 21, 2012 (the “Agreement”), for Vendor to provide the City with water testing equipment and related supplies (the “Equipment”) on an “as-required” basis.
- B. The City has determined that additional Equipment by the Vendor is necessary.
- C. The City and the Vendor desire to enter into this First Amendment to provide for the purchase of additional Equipment on an “as-required” basis.

AGREEMENT

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

- 1. Compensation. The City shall increase the compensation to Vendor for each renewal term by \$75,000.00, from \$75,000.00 to \$150,000.00 for the Equipment, resulting in an increase of the total compensation, from \$375,000.00 to an aggregate amount not to exceed \$675,000.00.
- 2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 3. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

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

ATTEST:

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

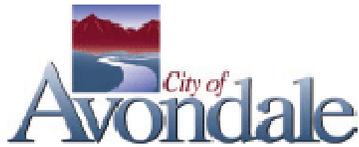
This instrument was acknowledged before me on October \_\_\_\_\_, 2013, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]





# CITY COUNCIL REPORT

**SUBJECT:**

First Amendment to Professional Services Agreement – Ritoch-Powell & Associates Consulting Engineers, Inc. – CADD Services

**MEETING DATE:**

October 7, 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 approve the First Amendment to the Professional Services Agreement with Ritoch-Powell & Associates, Consulting Engineers, Inc. (Ritoch-Powell) to provide CADD services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

An intricate part of design services is computer-aided design and drafting (CADD) services, 2-D and/or 3-D modeling or similar. Through CADD services, construction documents are prepared for existing roadway, water, sewer, and drainage facilities.

**DISCUSSION:**

In order for construction documents to be prepared for capital improvement projects, CADD services are needed. CADD services, 2-D and/or 3-D modeling, assists with construction document preparation for roadway, water, sewer, and drainage facilities.

The City currently has an Agreement with Ritoch-Powell for CADD services. Staff is in need of additional CADD services. The Amendment will allow staff to continue to work with Ritoch-Powell on the preparation of construction documents utilizing reference base files in AutoCAD and/or Microstation CADD formats. The First Amendment will increase the contract amount by \$55,000 resulting in a total not-to-exceed amount of \$100,000. The term of the Agreement will also be extended through June 2014.

In accordance with the City's Procurement Policy, a staff committee selected Ritoch-Powell for this project from an on-call selection list of qualified, competent professional consultants. Staff has found Ritoch-Powell to be competent and qualified.

**BUDGETARY IMPACT:**

Funding for this contract is available in the respective CIP and/or operating budget line items.

**RECOMMENDATION:**

Staff recommends that the City Council approve the First Amendment to the Professional Services Agreement with Ritoch-Powell & Associates, Consulting Engineers, Inc. to provide CADD services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

[First Amendment to PSA](#)

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
RITTOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of October 7, 2013, between the City of Avondale, an Arizona municipal corporation (the "City"), and Ritoch-Powell & Associates Consulting Engineers Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated March 26, 2013, for the Consultant to provide computer-aided design and drafting services on an as-needed basis relating to the specific services as may be agreed upon between the parties (the "Agreement").

B. The City has determined that additional computer-aided design and drafting services (the "Additional Services") by the Consultant are necessary.

C. The City and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) increase the compensation to the Consultant for the Additional Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The City shall increase the not-to-exceed compensation to Consultant by \$55,000.00 for the Additional Services at the rates as set forth in the Fee Proposal, attached to the Agreement as Exhibit C, resulting in an increase of the total compensation, from \$45,000.00 to an aggregate amount not to exceed \$100,000.00.

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

4. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

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

ATTEST:

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on October \_\_\_\_, 2013, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

**“Consultant”**

RITICH-POWELL & ASSOCIATES  
CONSULTING ENGINEERS, INC.,  
an Arizona corporation

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

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

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

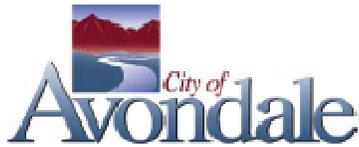
(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2013, by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of RITICH-POWELL & ASSOCIATES  
CONSULTING ENGINEERS, INC., an Arizona corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3138-1013 - Intergovernmental Agreement with Agua Fria Union High School District #216 for School Resource Officer

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council  
**FROM:** Michael Sgrillo, Lieutenant  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2013/2014 school year.

**BACKGROUND:**

As the population has increased in Avondale, school safety issues have been identified that would benefit from having an SRO in the local high schools. In 1994 the City of Avondale began to pursue grant funding for the SRO program and subsequently the School Districts and the City of Avondale made grant requests of State and Federal sources to fund the SRO's program.

In October 2004, the concept of splitting the costs of an SRO with the respective Avondale School District was presented to the Avondale City Council and approved, in concept, in order to fund all future SRO's when grant funding was no longer available. This concept has also been approved by the Agua Fria Union High School District.

The proposed IGA establishes a funding agreement for the school year from July 1, 2013 through June 30, 2014 for Agua Fria High School. It includes provisions for direction, supervision and management of the assigned SRO. The SRO program continues the partnership between the police department and Agua Fria High School. The SRO will work with school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for the students as well as serving as a security advisor to school administrators. The police department enjoys the benefit of having an SRO assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow up on criminal investigations involving any students attending Agua Fria High School, which provides relief to officers who would otherwise handle these follow up investigations.

**BUDGETARY IMPACT:**

The Agua Fria Union High School District has committed to fund half of the assigned SRO's salary, benefits, and school related overtime during the school year at Agua Fria Union High School. The cost sharing between the City of Avondale and the Agua Fria Union High School District #216 is as follows:

**Agua Fria High School**

- Total yearly salary and ERE for the assigned SRO at Agua Fria High School = \$85,120.

- Assuming a ten month school year, the cost to Agua Fria High School would be \$35,467.
- The City's cost would be \$49,653 as the City of Avondale will pay half of the SRO's total salary and ERE, plus two months of salary when school is out of session.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer during the school year at an annual cost to the City of \$49,653 and to Agua Fria High School of \$35,467.

**ATTACHMENTS:**

Click to download

[Resolution 3138-103](#)

**RESOLUTION NO. 3138-1013**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District No. 216 relating to school resource officer services for Agua Fria High School (the "Agreement") is hereby approved in substantially 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 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, October 7, 2013.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

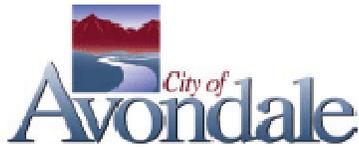
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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3138-1013

[Agreement]

See following pages.



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3139-1013 – Contractor Agreement with Valley of the Sun United Way for Success by 6 Initiative

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council  
**FROM:** Christopher Reams  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an agreement between the City of Avondale (the City) and the Valley of the Sun United Way (VSUW) authorizing the parties to perform all necessary labor and services required of the Success by Six initiative and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

VSUW established the Success by Six Initiative (the Project) to ensure that pre-school children have the resources they need to enter school ready to succeed. The goal of the project is to improve the quality of early learning experiences through community engagement. The City is also dedicated to providing reading and literacy services to children and families through various community programs offered by the Avondale Public Library (APL).

VSUW wishes to engage the City through the APL to serve as the contractor to operate various APL programs relating to the Project. The primary location for the Project programs and services will be the Sam Garcia Library. However, Project activities can be conducted at other locations, including the Civic Center Library, area schools, and City facilities.

**DISCUSSION:**

The term of the agreement shall be for one (1) year from the date the agreement is signed. This agreement may be amended or terminated by mutual written agreement of the Parties at any time during the contract term. Either party may also terminate the agreement by providing thirty (30) days' written notice to the other party of the desire to terminate.

The Project responsibilities for each party will include, but not be limited to the following:

City of Avondale shall

- Through funding from the VSUW use its best efforts to provide twenty (20) Story Time Activities at the Sam Garcia Library
- Coordinate the dates and times of all activities associated with this agreement
- Track outcomes and measurements and provide VSUW with reports and information on Project performance
- Support VSUW in promoting the project
- Coordinate volunteers assigned to the Project
- Participate in coordination meetings with VSUW and any partners associated with the Project
- Engage the VSUW as a partner in other City activities as opportunities arise

- Participate in activities conducted by the VSUW as opportunities arise

The VSUW shall

- Provide the City with support and direction as needed in relation to the Project
- Identify additional appropriate partners for the project
- Incorporate Project data into VSUW reports
- Market and promote the Project
- Engage the City as a partner in other VSUW activities as opportunities arise
- Participate in activities conducted by the City as opportunities arise

**BUDGETARY IMPACT:**

The VSUW will provide all required Project funding.

The VSUW shall make available to the City \$300 per Story Time Activity during the contract period. The total amount of this obligation will not exceed \$6,000.

This is a cost reimbursement contract. VSUW will disseminate the stated funding to the City of Avondale upon receiving an invoice for rendered services and materials. Funds to appropriate services and materials are available in the following PRLD/Library Division budget line items:

101-8100-00-7090 Audio/Visual Tapes  
101-8100-00-7090 Library Materials  
101-8100-00-6180 Other Professional Services

**RECOMMENDATION:**

Staff is recommends that the City Council adopt a resolution authorizing a contractor agreement with the Valley of the Sun United Way authorizing the parties to perform all necessary labor and services required of the Success by Six initiative and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[Resolution 3139-1013](#)

**RESOLUTION NO. 3139-1013**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE 2014 CONTRACTOR AGREEMENT WITH THE VALLEY OF THE SUN UNITED WAY RELATING TO THE SUCCESS BY 6 INITIATIVE PROJECT.

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

SECTION 1. The 2014 Contractor Agreement with the Valley of the Sun United Way, relating to the Success by 6 Initiative Project (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, October 7, 2013.

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

ATTEST:

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

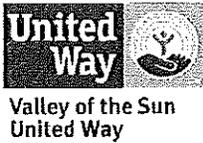
APPROVED AS TO FORM:

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

EXHIBIT A  
TO  
RESOLUTION NO. 3139-1013

[Agreement]

See following pages.



## 2014 CONTRACTOR AGREEMENT

This Agreement ("Agreement") is by and between Valley of the Sun United Way ("VSUW"), a non-profit corporation, located at 1515 East Osborn Road, Phoenix, Arizona 85014 and the City of Avondale ("CITY"), a municipal corporation, located at 11465 W. Civic Center Dr. Avondale, 85323.

### RECITALS

A. VSUW has established the Success By 6 Initiative (the "Project") to ensure that children have the resources they need to enter school ready to succeed.

B. The Project is dedicated to increasing access to and improving quality early learning experiences for children through community engagement and mobilization, child care quality improvement, parent empowerment, and school transitioning strategies.

C. The City of Avondale is dedicated to providing reading and literacy services to children and families throughout Avondale by providing various public libraries, community programs and services managed by the City's Library Department (the "Avondale Public Library").

D. VSUW wishes to engage CITY, and CITY is willing to serve, as a contractor to operate various City of Avondale programs related to the Project.

E. The parties now wish to formalize the terms of their relationship with regard to the Project.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENTS

1. **CITY Obligations.**

CITY shall perform all necessary labor and services for the programs related to the Project set forth in Part I of the Statement of Work, attached as Exhibit A (the "Programs"). CITY shall be responsible for all the labor and services required for the Programs, not explicitly provided by VSUW in Part II of Exhibit A.

2. **VSUW Obligations.**

VSUW shall provide to CITY direction and support services for the Programs as those support services are set forth in Part II of Exhibit A. VSUW shall also make available to the City of Avondale a VSUW representative to answer questions and provide such direction and support to the Project.

3. **Payment.**

Funding for the Programs will be provided by VSUW under the terms of this Agreement as described in Exhibit B. With reasonable notice, VSUW may audit CITY's records regarding the use made by CITY of all service payments made by VSUW to CITY.

4. **Ownership.**

CITY recognizes that VSUW is the owner of all right, title, and interest in and to all VSUW trademarks, logos, and names ("VSUW Property"). Any use of the VSUW Property by CITY requires the written approval of VSUW. VSUW recognizes that CITY is the owner of all right, title, and interest in and to all CITY trademarks, logos, and names ("CITY Property"). Any use of the CITY Property by VSUW requires the written approval of CITY.

5. **Confidentiality.**

5.1 Each party is the owner of certain information that it deems to be confidential and proprietary in nature ("Confidential Information"). For purposes of this Paragraph 5, "Disclosing Party" shall refer to the party that discloses Confidential Information, and "Receiving Party" shall refer to the party that receives Confidential Information. Neither party will, during or subsequent to the term of this Agreement, directly or indirectly (a) use any of the Disclosing Party's Confidential Information for the benefit of anyone other than Disclosing Party, or (b) disclose any of the Disclosing Party's Confidential Information to anyone other than an employee, representative or agent of the Receiving Party, to whom disclosure of such Confidential Information is necessary for the purposes permitted under this Agreement and who is obligated by written contract to protect the confidentiality thereof in a manner no less stringent than provided herein. Confidential Information does not include information (a) known to Receiving Party at the time of disclosure to Receiving Party by Disclosing Party, (b) publicly known through no wrongful act of Receiving Party, (c) rightfully received by Receiving Party from a third party who is authorized to make such disclosure, or (d) independently developed by Receiving Party other than pursuant to this Agreement.

5.2 The Receiving Party may disclose Confidential Information if required pursuant to applicable law, or under a government or court order; provided that (a) the obligations of confidentiality and non-use shall continue to the fullest extent not in conflict with such law or order, and (b) if and when Receiving Party is required to disclose Confidential Information pursuant to any law or order. Receiving Party shall promptly notify Disclosing Party and use reasonable best efforts to obtain a protective order or take other actions as shall prevent or limit, to the fullest extent possible, public access to, or disclosure of, such Confidential Information.

5.3 In the event this Agreement is terminated, Receiving Party shall cease use of the Confidential Information received from Disclosing Party and, upon Disclosing Party's written request, shall promptly destroy or return Confidential Information. In

the event Disclosing Party requests destruction, Receiving Party shall provide written certification of the destruction within thirty (30) days of such request.

5.4 Because each party's obligations are personal and unique, and because the parties will have access to and become acquainted with each other's Confidential Information, each party agrees that its breach of this Agreement will result in irreparable harm to the other party. An injured party may enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the injured party may have.

6. **Term and Termination.**

6.1 The term of this Agreement shall be for a period beginning on August 1, 2013 and ending June 30, 2014.

6.2 Either party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other party of a desire to terminate. Such termination shall be effective upon the expiration of thirty (30) days after receipt of notice unless otherwise agreed to in writing by the parties. In the event of a breach of the terms of this Agreement by CITY, VSUW may provide written notice of such breach to CITY. CITY shall have ten (10) days following receipt of such notice to cure the breach complained of. If CITY fails to remedy the breach within the ten (10) day period, VSUW may terminate this Agreement, with such termination to be effective immediately. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6.3 Any funds provided by VSUW to CITY under this Agreement for the Programs that have not been disbursed by CITY prior to any termination or expiration of this Agreement, must be returned to VSUW within fifteen (15) days from the date of any termination or expiration of this Agreement, unless otherwise agreed to in writing by the parties. At VSUW's request, CITY shall provide in writing to VSUW an accounting of all funds provided by VSUW under this Agreement, documenting CITY's disposal of such funds. With reasonable notice and during the term of this Agreement or within thirty (30) days of its termination, VSUW may audit CITY's records regarding the disposal of VSUW Program funds. CITY shall be responsible for the costs of any audit in the event such audit reveals a material discrepancy on the part of CITY.

7. **Warranties.**

CITY warrants that the services provided by it under this Agreement shall be performed in a professional manner consistent with industry standards. CITY further warrants that it will use best efforts in performing the services required for the Programs and that such Program services shall be provided in accordance with the terms of Exhibit A. CITY warrants that the Programs and the City of Avondale's operation of the Programs shall comply with all applicable government laws and regulations.

8. **Limitation of Liability.**

Except for the indemnity obligations set forth below, neither party nor its principals, members and employees shall be liable to the other party for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Programs hereunder for an amount in excess of the total amount of service payments made, or required to be made, by VSUW under this Agreement. In no event shall either party, its principals, members or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

9. **Indemnity.**

9.1 Notwithstanding the limitation set forth in Paragraph 8, each party shall indemnify and hold harmless the other party, its principals, members and employees from and against any and all claims, actions, damages, liabilities, costs, expenses and losses (including, without limitation, reasonable legal fees and expenses) brought against, incurred by or paid by such other party at any time, in any way arising out of or relating to this Agreement, except to the extent finally judicially determined to have resulted from the fault of the indemnified party. This indemnification provision shall apply regardless of the form or action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

9.2 The indemnifying party shall have the right to take over, settle, or defend all claims through counsel of the indemnifying party's choice and under its sole direction, except that the indemnifying party shall not take any action or agree to any settlement that would adversely affect the indemnified party without the indemnified party's written approval. The indemnified party must provide to the indemnifying party reasonable written notice of a claim or potential claim, shall make all defenses available to the indemnifying party and shall give the indemnifying party all assistance and authority, at the indemnifying party's reasonable request.

9.3 CITY shall provide evidence of liability insurance to VSUW upon request. In addition, evidence of CITY's automobile insurance policy shall be provided to VSUW for the operation of any CITY owned vehicles that may be used in connection with the Project.

9.4 CITY shall provide evidence to VSUW that Workers' Compensation Insurance is provided to CITY employees.

10. **Licenses and Permits.**

CITY shall be responsible for obtaining any and all licenses and permits from the State of Arizona, any county or city therein, or any other government agency necessary for the Programs.

11. **Independent Contractor.**

Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. As a contractor, CITY will determine the means, methods and manner of performing the services provided under this contract.

12. **E-verify, Records and Audits.**

To the extent applicable under A.R.S. § 41-44-1, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other parties' subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other parties. 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.

13. **Scrutinized Business Operations.**

Pursuant to A.R.S. §35-391.06 and 35-393.06 and 35-392.06, VSUW and CITY verify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or 35-393, as applicable. If it is determined by a

court of competent jurisdiction that a party submitted a false certification, the other party may impose remedies as provided by law including terminating this Agreement.

14. ***Miscellaneous.***

14.1 **ASSIGNMENT.** Neither party can assign its rights or obligations under this Agreement absent written consent from the other party.

14.2 **ENTIRE AGREEMENT.** This Agreement together with all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations understandings or agreements, whether written or oral, relating to the subject matter of this Agreement.

14.3 **SEVERABILITY.** Should a court of competent jurisdiction find any provision of this Agreement to be invalid or otherwise unenforceable, that provision shall be severed from the Agreement, with the remaining provisions to be enforced to the maximum extent allowed by law.

14.4 **WAIVER.** A waiver by either party of any right contained herein shall not constitute a future or continuing waiver of that right, or any other right.

14.5 **MODIFICATION.** The provisions of this Agreement may not be waived, amended or modified unless agreed to in writing by both parties.

14.6 **FORCE MAJEURE.** Neither party shall be liable for any delays in performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, terrorism, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

14.7 **GOVERNING LAW.** This Agreement shall be governed by, and performed in accordance with, the laws of the State of Arizona, without regard to its conflicts of laws provisions.

14.8 **SURVIVAL.** The following provisions shall, by their nature, survive any termination or expiration of this Agreement: 4, 5, 8, 9, 11, 12, 13 and 14.

**CONTACT INFORMATION**

***Valley of the Sun United Way***

***City of Avondale***

Name: Dawn M Gerundo  
Title: Community Program Manager  
Telephone: (602) 631-4907  
Email: dgerundo@vsuw.org

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**AUTHORIZATION**

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date of the last signature below.

VALLEY OF THE SUN UNITED WAY ("VSUW"), a non-profit corporation

By: Katherine K. Cecala

Printed Name: Katherine K. Cecala

Title: Chief Operating Officer

Date: 8/1/13

CITY OF AVONDALE ("CITY"), a municipal corporation

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

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

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

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

**Valley of the Sun United Way  
Statement of Work  
City of Avondale**

**I. Contractor's Roles and Responsibilities**

The City of Avondale through the public library system ("CITY") provides opportunities for parents and caregivers to be actively involved in their child's literacy and language development. Through funding from Valley of the Sun United Way, CITY shall use best efforts to provide 20 Story Time Activities with a minimum of 3 and up to 25 children in attendance. The Story Time Activities will be held at the Sam Garcia Western Avenue Library located at 495 E Western Avenue, Avondale, AZ 85323. The location is subject to change based on Project needs as determined by VSUW.

Each Story Time Activity shall include:

- 45 to 60 minutes of reading and activity time conducted by a trained librarian at the library location
- A minimum of 3 and a maximum of 25 children ages 0 to 5 in attendance
- At least one age-appropriate story
- At least one developmentally-appropriate activity with materials
- Offering of a tour of the library and, conducting a tour for those attendees who are interested
- Distribution of a high-quality, age-appropriate book(s) to each child in attendance

CITY will perform the following tasks:

1. Coordinate dates and times for Story Time Activities at the Sam Garcia Western Avenue Library.
  - Prepare and conduct 20 Story Time Activities to children, parents and caregivers.
  - Assist with outreach efforts to maximize attendance and participation at the Story Time Activities.
  - Purchase age-appropriate books to distribute to the children who attend the Story Time Activities.
  - Conduct a tour of the library, with particular emphasis on the children's area. During the tour, the librarian or assistant will demonstrate to the children, parents and caregivers how to locate books in the library, check books out of the library, and how to sign up for a library card.
  - Evaluate each Story Time Activity by providing attendees with surveys at the conclusion of the activity. Survey questions to be used will be based on activities, common outcomes, and measurements.

- Agree to track additional outcomes and measurements identified. Provide VSUW with reports and information about Project performance as requested by VSUW, and allow on-site reviews as requested by VSUW.
- Submit electronic reports compiling survey data on a monthly basis.
- Submit invoices for rendered services and materials purchased on a monthly basis.

**CITY will also:**

- Support VSUW in promoting the Project as a coordinated approach to ensuring that children enter school ready to succeed through participation in community and resource development activities.
- Participate in coordination meetings between VSUW, City of Avondale, and individuals from other agencies participating in the Project.
- Provide staff input and expertise to the Project.
- Support VSUW in coordinating requested volunteer activities related to the Project.

**II. Valley of the Sun United Way's Roles and Responsibilities**

Valley of the Sun United Way is the fiscal agent for the overall Project and will monitor the budget through reports by contractors, such as CITY. VSUW will provide technical assistance and support by:

- Providing CITY with support and direction related to the Project as necessary via an assigned VSUW representative.
- Identifying additional appropriate partners for the Project based on the needs of the targeted communities.
- Incorporating program evaluation data into VSUW's reports to increase the visibility of the Project's impact within various communities.
- Actively marketing to VSUW donors, as appropriate, information regarding the Project in order to build community awareness and accountability for contributed dollars.
- Engaging CITY as a partner in VSUW activities as opportunities arise.
- Participating in activities conducted by CITY under this contract as opportunities arise.

**Valley of the Sun United Way  
Program Funding  
City of Avondale**

VSUW funding for the Programs shall be as follows:

VSUW shall make available to City of Avondale \$300.00 per Story Time Activity during the contract period (August 1, 2013 – June 30, 2014). The total amount of this obligation is not to exceed \$6,000.00.

**Billing**

This is a cost reimbursement contract. VSUW will disseminate the stated funding to City of Avondale upon receiving an invoice for rendered services and materials purchased throughout the terms of the contract. Therefore, the annual breakdown of funding will be as follows:

August 1, 2013 – June 30, 2014

Story Time Activities (12):	\$4,000.00	(20 activities @ \$200.00)
Books:	\$2,000.00	
Total:	\$6,000.00	

**Funding per Story Time Activity**

\$50.00 for materials needed to conduct the Story Time Activity.

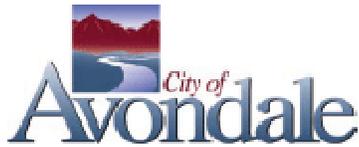
\$150.00 to purchase high-quality age-appropriate books to be distributed to attendees

**Funding for Books**

VSUW will provide \$2,000 for the purchase of books, which are appropriate for children 0-5. City of Avondale shall distribute these books to parents/caregivers with young children and shall educate the parents/caregivers who receive the books about how to support the development of their child's early literacy.

**Total Funding Fiscal Year 2013-2014:      \$6,000.00**

The total amount of funding shall be based on the actual number of Story Time Activities successfully provided.



# CITY COUNCIL REPORT

**SUBJECT:**

Continuance - Public Hearing for Cable Television License Agreement - Qwest Broadband Services, Inc. dba CenturyLink

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council

**FROM:** Cheryl Covert, Economic Development Specialist; Rob Lloyd, CIO/IT Director (623) 333-5011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider a request from Mary Ferguson LaFave on behalf of Qwest Broadband Services, Inc., dba CenturyLink to continue to the meeting of November 4, 2013 the public hearing and consideration of the Cable Television License Agreement in order to give the parties more time for negotiations. The Council will take appropriate action.

**RECOMMENDATION:**

Staff is recommending that Council grants a request from Mary Ferguson LaFave on behalf of Qwest Broadband Services, Inc., dba CenturyLink to continue to the meeting of November 4, 2013 the public hearing and consideration of the Cable Television License Agreement in order to give the parties more time for negotiations.

**ATTACHMENTS:**

Click to download

[Request for Continuance](#)



**Mary Ferguson LaFave**  
Director Public Policy  
(612) 663-6913

SENT VIA OVERNIGHT MAIL

Andrew McGuire, Esq.  
Gust Rosenfeld P.L.C.  
One E. Washington  
Suite 1600  
Phoenix, AZ 85004

Re: City of Avondale Cable Franchise with Qwest Broadband Services, Inc., d/b/a  
CenturyLink

Dear Mr. McGuire:

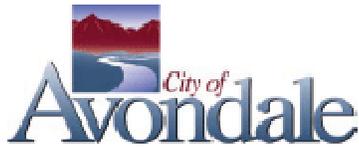
The second reading of the above captioned cable franchise is scheduled for the Avondale City Council meeting on Monday, October 7, 2013. In order to give the parties more time for meaningful discussion, CenturyLink respectfully requests the City to continue this matter over to the City Council's meeting on Monday, November 4, 2013. Please advise me or Mike DiMaria if this will be possible at your earliest convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary Ferguson LaFave".

Mary Ferguson LaFave

Cc: Michael DiMaria  
Rob Lloyd  
Cheryl Covert  
Sarah Smith, Esq.



# CITY COUNCIL REPORT

**SUBJECT:**

Family Advocacy Center Victim Advocate Position

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council

**FROM:** Dale Nannenga, Acting Police Chief 623-333-7207

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve an increase in the city's authorized staffing by adding the position of Family Advocacy Center Victim Advocate at the Southwest Family Advocacy Center (SWFAC). The person in this position will provide victim support and advocacy services to all victims and their non-offending family members as part of the multi-disciplinary team response.

**BACKGROUND:**

Children and families in crisis need assistance in navigating through the systems' response.

The Southwest Family Advocacy Center desires to provide consistent and timely services to the over 750 victims seen at the center annually. One of the most stressful aspects of participation in the child abuse intervention system for children and families is dealing with the complexities of the multidisciplinary response. The critical role of the victim advocate is to educate clients, help them anticipate possible stressors, provide accurate, up-to-date information, and ensure continued access to rights and services.

Coordinated victim advocacy services encourage access to and participation in the investigation, prosecution, treatment and support services and thus are a necessary component in the multi-disciplinary team response. Up-to-date information and ongoing support is critical to a child and family's comfort and ability to participate in intervention and treatment.

Victim support and advocacy may include but is not limited to:

- Crisis intervention and support at all stages of investigation and prosecution
- Provision of victim's rights
- Provision of education about the coordinated, multidisciplinary response
- Provision of updates to the family on case status, continuances, dispositions, sentencing, offender release from custody
- Provision of court education/support/accompaniment
- Assistance in obtaining concrete services (housing, protective orders, domestic violence intervention, food, crime victims compensation, transportation, public assistance etc.)
- Assistance with referrals for mental health

**DISCUSSION:**

The Southwest Family Advocacy Center Steering Committee members: Chief Dale Nannenga, Avondale; Chief Jerry Geier, Goodyear; Chief Mark Mann, Buckeye; and Chief Frank Munnell, MCSO; on September 4, 2013, reviewed and recommended that the position of Family Advocacy Center Victim Advocate be created to focus on victim support and advocacy. The SWFAC Steering Committee recommends the position of Family Advocacy Center Victim Advocate, identifies it as a

crucial function of the Advocacy Center response, and recognizes the addition of this position as the most cost effective way to provide a coordinated multidisciplinary response to victims.

**BUDGETARY IMPACT:**

Approximate salary and benefits for the position is \$60,200.00. Avondale's portion is one-fourth or approximately \$15,050. For FY 13/14 additional appropriations will not be needed since there are salary savings available from the Prevention Coordinator position that is currently funded by the GRIC grant. All partners will be invoiced for their share of the costs for the new position for the remainder of FY 13/14. However, after the current fiscal year, this position will require on-going appropriations of approximately \$60,200, with the City of Avondale's share of the costs estimated at \$15,050.

**RECOMMENDATION:**

Staff recommends that the City Council approve an increase in the city's authorized staffing by adding the position of Family Advocacy Center Victim Advocate at the Southwest Family Advocacy Center (SWFAC). The person in this position will provide victim support and advocacy services to all victims and their non-offending family members as part of the multi-disciplinary team response.

**ATTACHMENTS:**

Click to download

[Job Description](#)

**Job Title: Family Advocacy Center Victim Advocate**

**Department:** Police

**Immediate**

**Supervisor:** Family Advocacy Center Manager

**BRIEF DESCRIPTION OF THE JOB:**

The Family Advocacy Center Victim Advocate is responsible for providing support and advocacy for the victim and their non-offending caregivers in cases of child physical and sexual abuse, child neglect, adult sexual assault, domestic violence and elder abuse. Responsibilities include providing crisis intervention, short term case management, referrals, victims rights information, safety plans, and explaining judicial and legal proceedings.

**ESSENTIAL FUNCTIONS:**

*This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.*

Physical Strength Code	ESSENTIAL FUNCTIONS
1 S	Establish contact and orient the victim and non-offending family members to the Advocacy Center and the multi-disciplinary process (i.e. forensic interview, forensic medical exam, law enforcement, Child Protective Services, prosecution).
2 S	Educate the victim and non-offending caregiver on their roles in the investigative process, provide updates as appropriate and act as liaison between victim and other community services.
3 S	Provide information regarding legal issues, child abuse, sexual assault, domestic violence and/or elder abuse, and other needed referrals (i.e. housing, transportation, protective orders, financial assistance, local or county victim advocate and counseling).
4 S	Evaluate and keep current all parent and community resource information distributed to families. Maintain a resource directory that will assist victims and their families.
5 S	Assist families in completing Victim Assistance applications and accessing court advocacy services. Work closely with Victim Advocates from other law enforcement agencies and the courts.
6 L	Professionally represent the Southwest Family Advocacy Center (SWFAC) in the community by making presentations, attending community events, attending community and county meetings and develop relationships with agencies involved with the center.
7 L	Data entry and tracking of demographics and service indicators on all cases referred to the SWFAC until the case is adjudicated and/or closed to services.
8 S	Maintain processes to ensure the accuracy, timeliness, organization and professionalism of paperwork and documentation.

<b>Physical Strength Code</b>		<b>ESSENTIAL FUNCTIONS</b>
9	L	Attend and participate in staff development trainings as provided. Attend appropriate training to enhance and/or maintain skills. Participate in SWFAC multi-disciplinary meetings.
10	L	Other duties as assigned.
11	S	Maintain an especially high level of ethical behavior and confidentiality given the nature of the position.

**JOB REQUIREMENTS:**

<b>JOB REQUIREMENTS</b>	
Formal Education	Requires any combination of training, education, and experience equivalent to a Bachelor’s Degree in social or behavioral science, criminal justice or closely related field. Relevant work experience in the Victim Advocate field may be substituted. Bilingual (Spanish/English) skills are desired.
Knowledge	Knowledge of child and adult abuse, advocacy centers, community agencies, community resources, Child Protective Services (CPS), victims' rights and forensic interviewing.
Experience	Experience working with multi-disciplinary teams, the court system, and community resources preferred.
Other Requirements	Valid Arizona operator's driver’s license required. Must be proficient in MS Office, Word, Excel and PowerPoint. Must be able to travel to meetings in the community and transport materials to events. Must successfully pass a background investigation, polygraph examination and psychological evaluation.
Reading	Work requires the ability to read training materials, police reports, medical records, insurance claims, victim impact statements, City codes, statutes, and general correspondence.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication and division.
Writing	Work requires the ability to write reports, letters, petitions, victim impact statements, and general correspondence.
Other Requirements	Final candidate must successfully complete criminal background checks, fingerprint check, polygraph, and psychological examination.
Complexity	Work requires analysis and judgment in accomplishing diversified duties. Work requires the exercise of independent thinking within the limits of policies, standards, and precedents.
Interpersonal / Human Relations Skills	Ability to build and maintain relationships and communicate on a professional basis (establish harmony and teamwork) with diverse populations (i.e. staff, children, adults, and the community). Employee must maintain regular attendance. Excellent time management skills with the ability to remain flexible and prioritize multiple tasks and deadlines. Ability to handle stressful situations. Ability to be a self-starter and be able to function independently of others. Ability to think “outside the box”.

FLSA Status: Non-Exempt  
 Revised: 09/5/13  
 Grade: 8

**OVERALL PHYSICAL STRENGTH DEMANDS:**

Sedentary	Light	X	Medium	Heavy	Very Heavy
S = Sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L = Light Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.		M = Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.	H = Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH = Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

**PHYSICAL DEMANDS:**

C = Continuously 2/3 or more of the time.	F = Frequently From 1/3 to 2/3 of the time.	O = Occasionally Up to 1/3 of the time.	R = Rarely Less than 1 hour per week.	N = Never Never occurs.
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*This is a description of the way this job is currently performed; it does not address the potential for accommodation.*

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Filing, making copies, faxing, community events
Sitting	C	Deskwork, meetings, hearings, driving
Walking	F	To and from office, lobby, court, and vehicle
Lifting	R	Case files, office supplies, boxes
Carrying	C	Briefcase, laptop computer, files
Pushing/Pulling	R	Computer paper on dolly
Reaching	R	For items on higher shelves
Kneeling	R	Retrieving items from lower shelves
Crawling	R	Connect equipment, pick up items
Bending	R	Computer paper, boxes
Climbing	O	Stairs
Vision	C	Reading, computer monitor, driving
Hearing	C	Communicating with personnel and on telephone, customers
Talking	C	Communicating with personnel and on telephone, customers

**MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:**

Copy machine, fax machine, telephone, cellular telephone, pager, general office supplies, laptop computer and related software, laser or inkjet printer

**ENVIRONMENTAL FACTORS:**

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS		PRIMARY WORK LOCATION	
Mechanical Hazards	N	Extreme Temperatures	N	Office Environment	X
Chemical Hazards	N	Noise and Vibration	N	Warehouse	
Electrical Hazards	N	Wetness/Humidity	N	Shop	
Fire Hazards	N	Respiratory Hazards	N	Vehicle	
Explosives	N	Physical Hazards	N	Outdoors	
Communicable Diseases	M			Rec/Nghbrhd Center	
Physical Danger or Abuse	M			Other	
Other ( see 1 below)					

(1) Courts, community organizations, home visits

**PROTECTIVE EQUIPMENT REQUIRED:**

None

**NON-PHYSICAL DEMANDS:**

C = Continuously 2/3 or more of the time.	F = Frequently From 1/3 to 2/3 of the time.	O = Occasionally Up to 1/3 of the time.	R = Rarely Less than 1 hour per week.	N = Never Never occurs.
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NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	O
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	R
Performing Multiple Tasks Simultaneously	C
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	O
Noisy/Distracting Environment	O
Other	

**SIGNATURES—REVIEW AND COMMENT:**

I have reviewed this job analysis and its attachments and find it to be an accurate description of the demands of this job.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title of Supervisor

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title of Department Head

\_\_\_\_\_  
Signature of Department Head

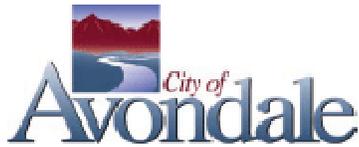
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Date

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3142-1013 and Ordinance 1527-1013 -  
City Code Chapter 20, Article III, Alarm Systems

**MEETING DATE:**

October 7, 2013

**TO:** Mayor and Council

**FROM:** Dale Nannenga, Acting Chief of Police 623-333-7207

**THROUGH:** Charlie McClendon, City Manager & David Fitzhugh, Assistant City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt resolution declaring as a public record the "City of Avondale Alarm System Ordinance, Amended and Restated October 7, 2013", an ordinance adopting the same and a recommendation to direct the City's third party vendor, Cry Wolf, to institute a collections process for delinquent assessments.

**BACKGROUND:**

At the August 5th, 2013, council meeting the Avondale Police Department presented the one year update on the progress of the Enhanced Call Verification program. For the May 1st, 2012– April 30th, 2013, time period, the Avondale Police Department responded to 2145 false alarms. During the presentation, staff sought direction in three areas. The discussions centered on:

**Alarm Registrations / Renewal Fees –**

The current alarm ordinance requires an alarm subscriber / proprietor (owner) to pay an initial \$25 registration fee and an annual \$25 renewal fee. For the May 1st, 2012– April 30th, 2013 time period, 413 known alarm subscribers/owners had no false alarms. Staff was asked to modify (waive) the current process of subsequent yearly \$25 renewal fees for those subscribers/alarm owners who have not had a false alarm in the year.

**Process for Collection of Fines –**

Currently, there is no process for collection of delinquent fines. According to the August 5th, 2013 yearly review presented before the Council, there are currently \$48,150 in delinquent false alarm assessments. Staff was asked to research having the delinquent accounts proceed through a collection process.

**Response to Locations with a High Number of False Alarms and Delinquent in Payments –**

Other than increasing assessments for false alarms, the current alarm ordinance does not have a process to handle accounts that are delinquent in payments for false alarms yet continue to have false alarms. Each false alarm for these accounts are handled as other false alarms even though they are delinquent in their fines. Staff was asked to develop a new false alarm process in dealing with subscribers/alarm owners who are delinquent in paying false alarm fines and still having police respond under the enhanced call verification system.

**DISCUSSION:**

The modifications to the false alarm process includes the following areas:

### **Alarm Registrations / Renewals:**

According to CryWolf statistics, 1,235 accounts had at least one false alarm in the reporting year. Approximately 413 known accounts had no false alarms within the year. Under the proposed ordinance, these 413 subscribers / alarm owners would not be required to pay their next \$25 renewal fee.

### Chapter 20-34. (C) – Registration Requirements

Allows for the city to waive the annual registration fee for a subscriber / alarm owner that has not generated a false alarm during the previous registration year. If the location does have a false alarm, the annual registration fee may be required at the subsequent annual renewal date for the alarm or alarm system.

### **Response to Locations with Four or More False Alarms and Delinquent in Payment:**

Using the data from the one-year alarm ordinance report as presented to Council on August, 5th, 2013, there were 151 false alarm calls at locations that had four or more false alarms and were delinquent in paying their assessments.

By using the proposed ordinance, the police department would not have responded to these alarms. This would amount to a savings of time of approximately 43.5 hours for patrol officers. It is unknown how many of the 151 false alarm calls would have been classified in the “verified alarm” status. However, Communications personnel have advised that the number of verified alarms occurring in the City is minimal. New procedures have been implemented by the police department to track the number of verified alarms.

Amendments to the ordinance include several new chapters and subsections. The following sections were added to the ordinance to add the verified response component.

### Section 20-31 – Definitions

*“Fraudulent verification”* – Defines the reporting of a burglary alarm to the police in order to receive a police response while knowing the alarm is not a verified alarm.

*“Property alarm”* (Also known as an “intrusion alarm” or “burglar alarm”) – Defines the alarm system which protects real property from unauthorized entry or attempted entry or property damage. Includes alarms on automatic teller machines (ATMs).

*“Responder”* - Defines the alarm employee or a person who responds and verifies evidence of an intrusion, unlawful act or emergency that warrants a police response to a property alarm.

*“Verified alarm”* - Defines the alarm for which a responder has verified that a crime, attempted crime, or other emergency occurring on the premises which is protected by the alarm is occurring or about to occur. Verification may be by any of the methods described in Section 20-67 below.

### Section 20-52 (e) – False Alarm Assessments –

Failure to pay assessments on the fourth or subsequent false alarms shall result in the location being placed in a verified alarm status, until such assessments have been paid. Upon payment of all assessments the alarm or alarm system shall be returned to the enhanced call verification requirements.

### **Division 3 – Verified Response**

### Section 20-67 – Verified response required for delinquent accounts –

a) - Establishes that the police department will not respond to property alarms of subscribers and proprietor alarm owners with delinquent false alarm assessments (subsection 20-52. e), unless such alarms are verified alarms.

Verification may be by any of the following:

1) At-the-site visual verification; 2) by the alarm business using a remote audio or video system; 3) two separate monitored alarm activations from the same premises within a ten minute period, or; 4) any other form of verification adopted by the police department and published on the City's website.

b) - Requires an alarm business or proprietor alarm owner to confirm the alarm is a verified alarm. Also includes the legal obligation for the police department in responding to verify alarm activations.

c) - Establishes the requirement for alarm businesses that report a verified burglary alarm to maintain records and make the records available to the police department.

The alarm business must maintain the records for not less than 12 months from activation and audio or video surveillance evidence for not less than 60 days. It also allows for the police department to audit the alarm business. If the information is not provided it is presumed the alarm business did not verify the alarm. If the alarm business intentionally destroys or fails to maintain the alarm documents, the presumption is the alarm was a fraudulent verification.

(d) Establishes the requirements for a proprietor alarm owner to provide evidence of the verification evidence if the police department has reason to believe the alarm was actually an unverified alarm.

(e) - Police department response to robbery alarms, panic alarms and medic alarms do not require a prior verified response. Also included, is the legal description of the obligation on how the police department responds to such alarm activations.

#### Section 20-68 – Fraudulent verification administrative fines -

(a) Fraudulent verification administrative fine is \$200.00 per each fraudulent verification.

#### Section 20-69 - Penalties for failure to pay fines.

(a) Defines the penalty payment schedule for alarm businesses/alarm owners not paying fines.

(b) The alarm business or proprietor alarm owner shall be notified by mail of the amount of any penalties and shall be paid within ten days of notice.

(c) After 90 days from the invoice date, the city or authorized designee may take legal action to collect all unpaid fines or penalties.

#### Section 20-70 – Mailing of notices.

Establishes that ordinary mail is the manner in which notices required by this article to be sent to the address as reflected in the records of the City.

#### Section 20-71 – Police Department delegation of Duties.

Allows the police chief to delegate to any other police department employee or to a private entity all duties of the police department as set forth in this article unless specifically reserved for law enforcement.

### Section 20-72 – No duty or obligation.

Establishes that this article does not impose or create any obligations on the part of the city, its police department or any other governmental agency. There is no duty or obligation for the police department to respond to an alarm activation of any sort, whether verified or not.

### Section 20-73 – Powers of the chief of police.

Establishes the discretion of the police chief to administer the provisions of this article.

### **Institute a Collections Process for Delinquent Assessments –**

Staff researched the issue of non-collected assessments and fees for alarm registrations and false alarms. For the one-year time period, CryWolf has reported there is approximately \$61,075 in delinquent fees (\$12,925 for registration fees and \$48,150 for false alarm assessments).

The collection process can be implemented by CryWolf without modifications to the current contract.

### **BUDGETARY IMPACT:**

While there are no fiscal responsibilities associated with the proposed changes to the alarm system ordinance however, there will be a reduction in the amount of fees collected for the annual alarm registration fee.

Alarm Registrations / Renewals Alarm – As stated earlier, 413 subscribers / alarm owners would not be required to pay their next \$25 renewal fee for an estimated reduction of collected fees of \$10,325. The City of Avondale would receive 62% of that amount for an approximate reduction of revenue of approximately \$6,400.

Collections Process for Delinquent Assessments - There is no cost of allowing CryWolf to proceed with the collections process for delinquent accounts. The current contract allows for the collections process to take place and they have a third party vendor already in place.

There is currently \$61,075 in outstanding fees and assessments that have not been paid. The City of Avondale receives 62% of the first \$50,000 collected and 74% of the amount up to \$100,000.

The delinquent \$25 registration fee may not move forward through the collection process, however \$48,150 for false alarm assessments would be applicable. This accounts for a potential of \$29,853 in increased revenue.

### **RECOMMENDATION:**

Staff recommends:

1. Council adoption of a resolution declaring as a public record the "City of Avondale Alarm System Ordinance, Amended and Restated October 7, 2013",
2. Council adoption of an ordinance adopting the same and a recommendation to direct the City's third party vendor, Cry Wolf, to institute a collections process for delinquent assessments.

### **ATTACHMENTS:**

Click to download

- [Resolution 3142-1013](#)
- [Alarm System Ordinance](#)
- [Ordinance 1527-1013](#)

**RESOLUTION NO. 3142-1013**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED THE "CITY OF AVONDALE ALARM SYSTEM ORDINANCE, AMENDED AND RESTATED OCTOBER 7, 2013."

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

SECTION 1. That certain document entitled the "City of Avondale Alarm System Ordinance, Amended and Restated October 7, 2013," of which three copies are on file in the office of the City Clerk and open for public inspection during normal business hours, is hereby declared to be a public record and said copies are ordered to remain on file with the City Clerk.

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 7, 2013.

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Marie Lopez Rogers, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

CITY OF AVONDALE  
ALARM SYSTEM ORDINANCE,  
AMENDED AND RESTATED OCTOBER 7, 2013

## **Division 1 - General**

20-30 - Applicability.

20-31 - Definitions.

20-32 - Alarm business duties.

20-33 - Subscriber's and proprietor alarm owner's duties.

20-34 - Registration requirements.

20-35 - Alarm and alarm systems activation.

20-36 - Inspections.

20-37 - Prohibition of automatic or prerecorded messages to the city; exception.

20-38 – Violations; penalties

20-39 through 20-49 – (Reserved)

20-30 - Applicability.

This article is intended to regulate the activities and responsibilities of those persons who purchase, rent or lease alarm systems and those persons who own or operate the business of selling, renting, leasing, installing, maintaining, monitoring or servicing alarms or alarm systems. It is further intended to encourage the improvement in reliability of such alarms and alarm systems and to ensure that police department personnel will not be unduly diverted from responding to actual criminal activity as a result of responding to false alarms. This article specifically encompasses audible, monitored, robbery, burglary or panic alarm and alarm systems. The provisions of this article shall not apply to (a) alarms or alarm systems owned and/or operated by the city, county, state, or federal government and installed on premises which such entity occupies or uses for governmental purposes, (b) audible alarms affixed to automobiles or (c) smoke detectors or fire alarms in single-family residences that are not connected to an alarm monitoring company.

20-31 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Act of God” means an unusual, extraordinary, sudden and unexpected manifestation of the forces of nature, which cannot be prevented by reasonable human care, skill or foresight.

“Alarm or alarm system” means any instrument, device or system which is used for the purpose of protecting buildings, places or premises from criminal acts or unauthorized entries by warning persons of a crime or an unauthorized entry through the emission or transmission of an alarm signal including audible, monitored, and robbery, burglary or panic alarm systems.

“Alarm administrator” means a person, persons or independent contractor hired by the City to administer, control and review false alarm reduction efforts and administer the provisions of this ordinance.

“Alarm agent” means any person who is employed by an alarm business either directly or indirectly, and whose duties include selling, renting, leasing, installing, maintaining, monitoring or servicing alarms or alarm systems in or on any building, place or premises. Any person whose duties consist solely of resetting an alarm or alarm system following activation shall not be deemed to be an alarm agent.

“Alarm business” means any owner or operator of a business that sells, rents, leases, installs, maintains, monitors or services alarms or alarm systems.

“Alarm signal” means a detectable signal; audible or visual, including an inaudible (silent) signal to a central monitoring station, generated by an alarm system, to which law enforcement is requested to respond.

“Alarm system user” means any person who (which) leases, rents, purchases, or uses any alarm, alarm system, device, or service.

“Audible alarm” means an alarm or alarm system designed for the detection of a criminal act or an unauthorized entry on building, places or premises and which, when activated, generates an audible sound on the premises.

“Cancellation” means the process where response is terminated when the alarm business (designated by the alarm system user) notifies the police department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil/criminal penalty, and no penalty will be assessed.

“Common cause” means a common technical difficulty or malfunction that causes an alarm or alarm system to generate a series of false alarms within a twenty-four-hour period, for which the responsible subscriber, alarm business or proprietor alarm owner has taken action to rectify the cause of the false alarms and the alarm or alarm system generates no additional false alarms from the same common technical difficulty or malfunction for a period of 30 days thereafter.

“False alarm” means any activation of an alarm or alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm system user, his/her employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm system user or the alarm system user’s agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the police department, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm or alarm system. Notwithstanding the

foregoing, a false alarm shall not include (i) an activation caused by the police department (ii) an activation for testing purposes when the police department has been given advance notice of such testing (iii) an activation which can reasonably be determined to have been caused by an act of God or (iv) other extraordinary circumstances not reasonably subject to control by the alarm system user.

“Fraudulent verification” means the reporting of a burglary alarm to the police department, for the purpose of obtaining a police response to the alarm, knowing that the alarm is not a verified alarm.

“Monitored alarm” means an alarm or alarm system designed for the detection of a criminal act or unauthorized entry in a building, place or premises, and which, when activated, generates an alarm signal.

“Robbery or panic alarm” means an alarm or alarm system designed for the detection of a robbery or the commission of an unlawful act, and which, when intentionally activated by a person, generates an inaudible (silent) signal to a central monitoring station. A robbery or panic alarm may also generate an audible sound on the premises.

“Person” means an individual, corporation, partnership, incorporated association and any other legal entity.

“Property alarm,” “intrusion alarm” or “burglary alarm” mean any system, device or mechanism for detection and reporting of any unauthorized entry or attempted entry or property damage upon real property protected by the system which may be activated by sensors and, when activated, transmits a telephonic, wireless, electronic, video, or other form of message, or emits an audible or visible signal that can be heard or seen by persons outside the protected premises, or transmits a signal beyond the protected premises. For purposes of this article, alarms on automatic teller machines (ATMs) are included in this definition.

“Proprietor alarm” means any alarm or alarm system that is not rented, leased, installed, maintained, monitored or serviced by an alarm business.

“Responder” means a private guard, alarm company guard, private entity, or person contacted by an alarm business, or any other person, who verifies that there is evidence of intrusion, commission of an unlawful act, or emergency on the premises that would warrant a call for police assistance or investigation for a property, intrusion, or burglary alarm. Responders for alarm businesses requesting police response will notify the police dispatcher of the name of the alarm business that requested them to respond. Responders will meet police at the premises, unless the responder verified the burglary alarm by other than at-the-site visual verification.

“Subscriber” means any person who rents or leases an alarm or alarm system, or purchases, rents or leases any monitored alarm or robbery, burglary or panic alarm from an alarm business.

“Verify” means an attempt by an alarm business, or its representative, to contact the alarm site and/or alarm system user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

“Verified alarm” means an alarm for which a responder has verified that a crime, attempted crime, or other emergency occurring at the premises protected by the alarm is occurring or about to occur. Verification may be by any of the methods set forth in Section 20-67 below.

#### 20-32 - Alarm business duties.

- (a) The duties of an alarm business shall be as follows:
  - (1) To comply with the registration requirements set forth in section 20-34 below with respect to each alarm or alarm system that it rents, leases, installs, maintains, monitors or services within the city.
  - (2) Instruct each of its alarm or alarm system purchasers and subscribers in the proper use and operation of the alarm or alarm system. Such instruction shall include all necessary instructions in turning the alarm or alarm system on and off and in avoiding false alarms.
  - (3) To provide each purchaser and subscriber with a copy of this article.
  - (4) Upon installing, maintaining or servicing an alarm or alarm system:
    - a. Ensure that the alarm or alarm system is installed, maintained or serviced in good working order, as applicable.
    - b. Take reasonable measures to prevent the occurrence of false alarms.
    - c. If the alarm business has agreed to provide maintenance or repair service to the alarm system, to service the alarm system within 72 hours of a request for service.

- (5) Upon renting or leasing an audible alarm:
- a. Conspicuously place on the premises a tag identifying the pertinent alarm business including the telephone number to call when the alarm has been activated.
  - b. Maintain records of the location of all such alarms and the name and telephone number of the person and alternate to be notified whenever the alarm is activated and readily report such information to the police department upon request.
  - c. Inactivate or cause to be inactivated the audible alarm within 15 minutes of the notification of its activation in the event the primary and alternate contact persons cannot be contacted or do not respond within 15 minutes.
- (6) Upon selling, renting or leasing a monitored alarm or robbery, burglary or panic alarm:
- a. Establish a central monitoring station in order to monitor the alarm.
  - b. Organize its central monitoring station in order to be able to readily and positively identify the type of alarm, i.e., unlawful entry, robbery, hold-up or panic, and the exact location of each such alarm.
  - c. Maintain records as to each of these alarms, which shall include the name of the owner or occupant of the premises, the name and telephone number of the subscriber, a primary person and at least one alternate person responsible for responding to the premises when the alarm is activated, and information concerning whether the alarm system includes an audible alarm.
  - d. Attempt to verify, by calling the alarm site and/or alarm system user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, at a minimum that a second call be made to a different number, if the first attempt fails to reach an alarm system user who can properly identify her/himself to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.
  - e. Make notification of activated alarms in the manner prescribed by the city manager, or authorized designee, and provide all

information concerning the nature of the alarm activation as the police department may request; provided, however, that such information shall not include information regarding the alarm subscriber.

f. Arrange for the owner, subscriber or other responsible representative to go to the premises of an activated alarm, if requested by the police department, within 30 minutes of the activation of the alarm, in order to be available to assist the police in determining the reason for activation and securing the premises. If the owner, subscriber or other responsible representative is not available to arrive within 30 minutes of the activation, the alarm business shall notify the police and make its representatives available to assist the police in determining the reason for the activation.

(7) To ensure that, prior to doing business with citizens of the city, it has obtained: (a) a business license from the city pursuant to chapter 13, article III of this code for the alarm business; and (b) a peddlers license from the city pursuant to chapter 13, article VIII of this code for each alarm agent who will be soliciting business door-to-door.

(b) Alarm businesses which sell but do not rent, lease, install, maintain, monitor or service alarms or alarm systems shall not be subject to subsections (a)(1), (4), (5) or (6) of this section.

(c) Alarm businesses which monitor but do not sell, rent, lease, install, maintain or service alarms or alarm systems shall not be subject to subsections (a)(1) through (5) of this section.

#### 20-33 – Subscriber’s and proprietor alarm owner’s duties.

(a) Each proprietor alarm owner shall comply with the registration requirements set forth in section 20-34 below with respect to each alarm or alarm system that the proprietor alarm owner purchases for use within the city that is not otherwise registered by an alarm business.

(b) The duties of each subscriber and proprietor alarm owner shall be as follows:

(1) Instruct all authorized personnel who place the alarm or alarm system into operation in the appropriate method of operation for locking and securing all points of entry.

(2) Maintain the alarm or alarm system in good working order and take reasonable measures to prevent false alarms.

- (3) Respond to the scene of an activated alarm or alarm system within thirty (30) minutes of the alarm's or alarm system's activation, after notification by the police department or the subscriber's alarm business.

#### 20-34 - Registration Requirements.

- (a) Except as provided in subsections (b) or (c) of this section 20-34, each proprietor alarm owner shall register each alarm or alarm system that it purchases for use within the city with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. Registration shall be made within 30 days of the installation date of the alarm or alarm system.
- (b) Each alarm business shall ensure that the location of and type of each alarm or alarm system that it rents, leases, installs, maintains, monitors or services within the city is registered with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. For an initial installation, registration shall be made within 30 days of the installation date of the alarm or alarm system. For rented, leased or monitored alarms or alarm systems, the alarm subscriber shall update the registration and remit a new annual registration fee if the possession of the premises at which an alarm or alarm system is maintained is transferred.
- (c) Each registration application shall be accompanied by an annual registration fee in an amount established by the city council as part of the annual budget process or as otherwise adopted by city council resolution. All registrations issued pursuant to this section shall be for a period of one year from the date of issue and shall be renewable annually, one year from the original date of issue or renewal, as applicable, and subject to the annual registration fee. The city may waive the annual registration fee for an alarm or alarm system that has not generated a false alarm during the previous registration year. The city may reinstate the requirement of the annual registration fee, once the alarm or alarm system generates a false alarm. The reinstated annual registration fee will be due at the subsequent annual renewal date for the alarm or alarm system, following the false alarm. A copy of the registration shall be available within the premises protected by the alarm or alarm system and shall be available for inspection by the police department.
- (d) If an alarm system user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate registration shall be required for each structure and/or tenant.
- (e) Registration is not transferable from one user of the alarm or alarm system to another user or from one address to another address.

20-35 - Alarm and alarm systems activation.

It shall be unlawful for any person to intentionally activate any alarm or alarm system, except to warn of a criminal act or unauthorized entry on or into a premises, or to test an alarm or alarm system. If the alarm or alarm system is a monitored alarm, such testing shall not occur without notifying the alarm business. If the alarm or alarm system is a proprietor alarm, such testing shall not be conducted without giving prior notice to the police department.

20-36 - Inspections.

Every alarm and alarm system shall be inspected and serviced by the subscriber or alarm business, or the proprietor alarm owner, at least once in each eighteen-month period. The inspecting party shall maintain records for each alarm and alarm system showing dates of inspection and the name of the person making each inspection. Such records shall be kept for a minimum of two years and be open upon request to the police department, or authorized designee, upon three business days' notice.

20-37 - Prohibition of automatic or prerecorded messages to the city; exception.

No person shall use or cause to be used any telephone device or attachment that automatically selects or dials a published emergency telephone number or any city telephone number and then reproduces a prerecorded message or signal. This section shall not apply to a life safety alert system utilizing residential transmitting equipment designated for direct telephone access to dedicated control receiving equipment located in the city fire department.

20-38 - Violations; penalties.

The city manager or authorized designee shall have the authority to issue a citation with respect to the civil violations set forth in this section.

(a) General.

- (1) When two or more persons have liability to the city or are responsible for a violation of any provision of sections 20-32 through 20-37 of this article, their responsibility shall be joint and several.
- (2) Each day any violation exists of any provision of sections 20-32 through 20-37 of this article or the terms and/or conditions of any permit issued under the provisions of this article exists shall constitute a separate offense.

(b) Civil violations. It shall be a civil violation, punishable as set forth below, for a person to fail to perform any act or duty required by any provision of sections 20-32 through 20-37 of this article.

- (c) Civil penalties. Any person who commits a civil violation as set forth in subsection 20-38(b) above, shall be subject to a civil action in any court of competent jurisdiction to collect a civil penalty for a sum not to exceed \$2,500.00 base fine for each violation. In seeking the assessment of a civil penalty, the following criteria shall be considered:
  - (1) The seriousness of the violation.
  - (2) The economic benefit, if any, resulting from the violation.
  - (3) Any good-faith efforts to comply with the applicable requirements.
  - (4) The economic impact of the penalty on the violator.
  - (5) Such other factors as justice may require.
- (d) Violations not exclusive. Violations of this article are in addition to any other violation enumerated within this code and in no way limit the penalties, actions or procedures that may be taken by the city for any violation of this article that is also a violation of any other provision of this code or any other applicable law. The remedies specified herein are cumulative and the city may proceed under these or any other remedies authorized by law.
- (e) Restitution. In addition to any civil penalty provided for in this article, no license or renewal thereof pursuant to this article shall be issued to any applicant who has engaged in activity under this article without a license in violation of the provisions of this article unless the applicant first pays the amount of license fees for which the applicant would have been liable under the provisions of this article had the applicant been licensed. The court shall impose restitution in addition to any civil penalties.
- (f) Enforcement of judgments. Any judgment for restitution or civil penalties taken pursuant to this article may be enforced as any other civil judgment.

## **Division 2 - False Alarms**

- 20-50 - False alarms; warning notice.
- 20-51 - Police department review of false alarms.
- 20-52 - False alarm assessments.
- 20-53 - Appeal procedures for assessments.
- 20-54 - Grace period.
- 20-55 – Police department delegation of duties.
- 20-56 through 20-66 – (Reserved)

20-50 - False alarms; warning notice.

When any alarm or alarm system generates two false alarms within any consecutive three hundred and sixty-five-calendar-day-period, the police department, or authorized designee, shall provide written notification by mail to (a) the subscriber and the alarm business or (b) the proprietor alarm owner, as applicable, operating the alarm or alarm system generating the false alarm(s), at the address registered with the police department, or authorized designee, that one subsequent false alarm within the same period will subject such subscriber and/or alarm business or such proprietor alarm owner to assessments as provided in this article. The subscriber, alarm business or proprietor alarm owner, as applicable, may request that the City provide documentation of the two false alarms. In the event the subscriber, alarm business or proprietor alarm owner believes the information of false alarms to be incorrect, an appeal may be filed with the police chief subject to subsection 20-51(b) below.

20-51 - Police department review of false alarms.

- (a) Upon the police department's, or authorized designee's, recording of a third and any subsequent false alarm(s) within any consecutive three hundred and sixty-five-calendar-day-period, the police department, or authorized designee, shall provide written notification by mail to (a) the subscriber and alarm business or (b) the proprietor alarm owner, as applicable, operating the alarm or alarm system generating the false alarm(s), at the address registered with the police department, or authorized designee, of such false alarm(s). The written notification to be provided by the police department, or authorized designee, shall (1) state the details regarding the false alarm, (2) state the amount of the penalty to be assessed pursuant to section 20-52 below, (3) set forth the process by which the subscriber, alarm business or proprietor alarm owner may appeal the assessment and (4) assess liability for the false alarm upon the subscriber first, unless the subscriber can provide evidence to the police department that the false alarm was due to defective equipment, at which time the alarm business shall become solely responsible.
- (b) A subscriber, alarm business or proprietor alarm owner, as applicable, may appeal the determination of false alarms or the penalty to be assessed under section 20-52 below, as applicable, by submitting a report to the chief of police, or authorized designee, within 20 days of the date of mailing of the police department's, or authorized designee's, written notification. The report shall contain:
  - 1. A description of the action taken to discover and eliminate the cause of the false alarm(s).
  - 2. The specific reason(s), if any, why the false alarm(s) should not be subject to an assessment. Evidence that an alarm was caused by an act of God, common cause or action of the telephone company shall constitute valid

reasons why an assessment should not be imposed. With respect to subscribers only, evidence that the false alarm was due to defective equipment or other fault of the alarm business shall relieve the subscriber from liability and shall shift the responsibility to the alarm business monitoring the alarm or alarm system.

- (c) If the report required in subsection (b) is not submitted within the specified time period, the subscriber, alarm business or a proprietor alarm owner shall have waived any rights to any further review or hearing and the subscriber, alarm business or the proprietor alarm owner operating the alarm system generating the false alarms shall be liable for the assessment imposed under section 20-52 below.
- (d) After submission of the report required in subsection (b) above, the chief of police, or authorized designee, shall review the corrective action taken to discover and eliminate the cause of the false alarm(s) and the specific reason(s), if any, for the false alarm(s). If the chief of police, or authorized designee, determines that the corrective action taken or to be taken will substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) has been shown, a written notice will be sent by mail to the subscriber, alarm business or the proprietor alarm owner, as applicable, at the address registered with the police department, or authorized designee, indicating that no assessment will be imposed for that particular false alarm(s). The notice shall set forth the findings and conclusions of the chief of police, or authorized designee, with respect to the review of the report submitted.
- (e) If the chief of police, or authorized designee, determines that the corrective action taken or to be taken will not substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) has not been shown, a written notice shall be sent by mail to the subscriber, alarm business or proprietor alarm owner, as applicable, at the address registered with the police department, or authorized designee, that the subscriber, alarm business or proprietor alarm owner, as applicable, is liable for the assessment imposed under section 20-52 below. The notice shall set forth the findings and conclusions of the chief of police, or authorized designee, with respect to the review of the report submitted.

#### 20-52 - False alarm assessments.

- (a) Unless waived pursuant to subsection 20-51(d) above and subject to the burden shifting provisions set forth in subsection 20-51(b)(2) above, every subscriber and every proprietor alarm owner, as applicable, shall pay to the city an assessment for each and every false alarm that occurs after the first two false alarms within any consecutive three hundred and sixty-five-calendar-day-period, as follows:

Third false alarm \$150.00

Fourth false alarm \$200.00

Fifth or more false alarms \$250.00

- (b) Failure to pay such false alarm assessments within 30 days from the date of the notice mailed pursuant to subsection 20-51(d) above, may result in legal action by the city, or authorized designee, to collect all unpaid fees and assessments. Such 30-day period may be tolled during the pendency of (1) an appeal to the police chief as set forth in section 20-52 above and (2) an appeal to the city manager as set forth in section 20-53 below.
- (c) Failure to pay such false alarm assessments within 60 days from the date of the notice mailed pursuant to subsection 20-51(e) above, shall constitute a class 1 misdemeanor. Such 60-day period may be tolled during the pendency of (1) an appeal to the police chief as set forth in section 20-52 above and (2) an appeal to the city manager as set forth in section 20-53 below.
- (d) The subscriber (or the alarm business if, pursuant to subsection 20-51 (b)(2), the burden has shifted) shall be responsible for the payment of assessment(s) imposed for false alarms related to an alarm system serviced by the alarm business. The proprietor alarm owner shall be responsible for the payment of assessment(s) imposed for false alarms related to the owner's proprietor alarm system.
- (e) Failure to pay assessments on the fourth and any subsequent false alarm(s) shall result in the alarm or alarm system being placed on verified alarm status as provided in this article, until such assessments have been paid. Upon payment of all outstanding assessments, the alarm or alarm system shall be removed from verified alarm status.

20-53 - Appeal procedures for assessments.

- (a) Any party aggrieved by a decision of the police department, or authorized designee, made pursuant to subsection 20-51(e) above may appeal such decision to the city manager, or authorized designee. The appeal shall be requested within 20 days from the date of the notice mailed pursuant to subsection 20-51(e). The appeal shall be in writing, shall be filed with the city manager, or authorized designee, and shall set forth specifically the grounds for such appeal.
- (b) The city manager, or authorized designee, shall conduct a hearing in accordance with this section. The city manager, or authorized designee, may, in his or her discretion, stay any enforcement of the assessment pending final determination of the appeal. The city manager, or authorized designee, shall set a time and place for the appeal hearing as soon as practicable.
- (c) The burden of proof at the hearing shall be on the appellant to establish, by a preponderance of the evidence, that the corrective action taken or to be taken will substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) had been shown. The city manager, or authorized designee, shall

hear such testimony and consider such evidence as is relevant to the determination of such issues. The city manager, or authorized designee, shall not be bound by technical rules of evidence or procedure in conducting the hearing.

- (d) The city manager, or authorized designee, shall render a written decision within 30 days after the hearing is concluded based on the evidence presented by the city and the appellant. The decision of the city manager, or authorized designee, shall be final.

#### 20-54 - Grace period.

All newly installed or reinstalled alarms and alarm systems shall not be subject to the provisions of this article relating to the counting and assessment of false alarms for a period of thirty (30) days from the date the alarm or alarm system becomes operational. For the purposes of this section, “reinstalled” means the installation of a new control panel.

#### 20-55 – Police department delegation of duties.

Except as otherwise provided in this section, the chief of police is authorized to delegate to the alarm administrator, or to any other authorized designee, all duties of the police department as set forth in this article. Except as specifically set forth herein, the chief of police may not delegate any duty specifically reserved to law enforcement.

### **Division 3 – Verified Response**

20-67 - Verified response required for delinquent accounts.

20-68 - Fraudulent verification administrative fines.

20-69 - Penalties for failure to pay fines.

20-70 - Mailing of notices.

20-71 - Police department delegation of duties.

20-72 - No duty or obligation.

20-73 - Powers of the chief of police.

20-67 - Verified response required for delinquent accounts.

- (a) Pursuant to subsection 20-52(e), the police department will not respond to property alarms, intrusion alarms or burglary alarms of subscribers and proprietor alarm owners with delinquent false alarm assessments, unless such alarms are verified alarms as defined by this article. Verification may be by any of the following:

- (1) At-the-site visual verification.

- (2) Through the use of a remote audio or video system monitored by an alarm

business.

- (3) Two separate alarm activations monitored by an alarm business from the same premises within a ten minute period, which activations are triggered from the same or different motion sensors or devices.
  - (4) Any other form of verification as may from time to time be adopted as policy by the police department and published on the City's website.
- (b) In reporting such an alarm to the police department, an alarm business or proprietor alarm owner must confirm that the alarm is a verified alarm. It shall be presumed that an alarm business or proprietor alarm owner that reports an alarm as a verified alarm has actually verified that alarm. Even if an alarm is verified, exigent circumstances may arise that prevent the police department from responding to verified alarm activations due to the availability of resources. The police department is under no legal duty or obligation whatsoever to respond to any property alarm, intrusion alarm or burglary alarm activation and may respond, in its discretion, as police resources allow and as police chief deems appropriate.
- (c) An alarm business that reports a verified burglary alarm to the police department is required to maintain the evidence it used to verify that alarm activation, or a written report thereof, for not less than 12 months from the date of the alarm activation, except as to recordings of remote audio or video surveillance, which must be maintained for not less than 60 days. Because the police department will accept the alarm business' representation that it verified the alarm before reporting it to the police department as a verified alarm, the police department shall have the right to audit the alarm business to ensure that the alarm business is not misrepresenting that fact to the police department. If the police department has reasonable suspicion that an alarm business has misrepresented an unverified alarm to be a verified burglary alarm, it may send the alarm business written notice of the date and time of the reported verified burglary alarm and request the alarm business produce to the police department the evidence and/or report substantiating the verification of that burglary alarm activation. The alarm business shall produce the requested items to the police department within 14 days of the mailing of notice. If the alarm business fails to maintain the evidence and/or report for the specified period of time or fails to produce the requested items to the police department, the alarm business will not be entitled to the presumption set forth in subsection 20-67(b) above. If the alarm business intentionally destroys, fails to maintain for the time period specified above, discards the evidence and/or report, or intentionally fails to produce the requested items to the police department that have been maintained and do exist, the alarm business shall be presumed to have made a fraudulent verification. Such presumption may be overcome by the alarm business producing evidence that in requesting a police response to the burglary alarm in issue, it did not know that the alarm was unverified.

- (d) If the police department has reasonable suspicion that a proprietor alarm owner has misrepresented an unverified alarm to be a verified burglary alarm, the police chief or authorized designee may send the proprietor alarm owner written notice of the date and time of the reported verified burglary alarm and request the proprietor alarm owner produce to the police department the evidence substantiating the verification of that burglary alarm activation. The proprietor alarm owner shall produce the requested evidence to the police department within 14 days of the mailing of notice. If the proprietor alarm owner fails to produce the requested evidence to the police department the proprietor alarm owner will not be entitled to the presumption set forth in subsection 20-67(b) above and shall instead be presumed to have made a fraudulent verification. Such presumption may be overcome by the proprietor alarm owner producing evidence that the alarm was verified.
- (e) Police department response to robbery alarms, panic alarms and medic alarms does not require a prior verified response. Exigent circumstances may arise, however that prevent the police department from responding to alarm activations due to the availability of resources. The police department is under no legal duty or obligation whatsoever to respond to any alarm activation and may respond, in its discretion, as police resources allow and as police chief deems appropriate.

20-68 – Fraudulent verification administrative fines.

- (a) Fraudulent verification administrative fine. An alarm business or proprietor alarm owner shall pay to the city, within 30 days of the invoice, an administrative fine for each fraudulent verification. The amount of the administrative fine shall be \$200.00 per fraudulent verification.
- (b) The fraudulent verification fines are cumulative and not exclusive.

20-69 - Penalties for failure to pay fines.

- (a) Payment of any administrative fine under this article is due within 30 days from the invoice date or within an extension of time granted by the police chief or his authorized designee. If payment is received between one and 30 days after the date it became due, there shall be added to the amount a penalty of ten percent of the fines owing. If payment is later than 30 days after the date due, a penalty of 20 percent of the fines shall be assessed. If payment is not received within 60 days of the date due, then interest shall accrue on the unpaid fines and penalties at one percent per month until paid in full.
- (b) The alarm business or proprietor alarm owner shall be notified by mail of the amount of any penalties so added or assessed, and the same shall become due and shall be paid within ten days from the date of such notice.

- (c) If any administrative fines or penalties remain unpaid after 90 days from the invoice date, the city or authorized designee may take legal action to collect all unpaid fines or penalties.

20-70 – Mailing of notices.

Any notice required by this article to be mailed shall be sent by ordinary mail, addressed to the address as reflected in the records of the city. Failure to receive such notice shall not relieve the obligation to pay any fee, interest, or penalty, nor shall such failure extend any time limit. It is the responsibility of the alarm business to inform the city manager or authorized designee in writing about a change in address.

20-71 – Police department delegation of duties.

Except as otherwise provided in this section, the police chief is authorized to delegate to any other police department employee or to a private entity all duties of the police department as set forth in this article. The police chief may not delegate any duty specifically reserved to law enforcement.

20-72 – No duty or obligation.

Nothing in this article imposes or creates any express or implied duties or obligations on the part of the city, its police department or any other governmental agency. Nothing in this article creates any express or implied duty or obligation for the police department to respond to an alarm activation of any sort, whether verified or not. Any and all liability or consequential damage resulting from the failure to respond to an alarm activation of any sort is hereby disclaimed and governmental immunity as provided by law is retained by the city.

20-73 – Powers of the chief of police.

The police chief shall have broad discretion to promulgate, execute and enforce policies, procedures and directives as may in his discretion be necessary to implement the provisions of this article. Such powers shall include, but are not limited to, the power to promulgate, execute and enforce a policy regarding dispatch of officers to verified and unverified alarm activations that are not inconsistent with the provisions of this article.

## **ORDINANCE NO. 1527-1013**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 20, POLICE DEPARTMENT, ARTICLE III, ALARM SYSTEMS, RELATING TO REGULATING THE ACTIVITIES AND RESPONSIBILITIES OF ALARM AND ALARM SYSTEM OWNERS AND BUSINESSES AND ADOPTING BY REFERENCE THE “CITY OF AVONDALE ALARM SYSTEM ORDINANCE, AMENDED AND RESTATED OCTOBER 7, 2013.”

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

SECTION 1. That certain document known as the “City of Avondale Alarm System Ordinance, Amended and Restated October 7, 2013” (the “Restated Alarm Ordinance”) three copies of which are on file in the office of the City Clerk, which document was made a public record by Resolution No. 3142-1013 of the City of Avondale, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.

SECTION 2. The Avondale City Code, Chapter 20, Police Department, Article III (Alarm Systems), is hereby deleted in its entirety and replaced by the Restated Alarm Ordinance, which shall be inserted into the Avondale City Code Chapter 20, Police Department, as the new Article III.

SECTION 3. Violation of the Restated Alarm Ordinance may result in an administrative fine of \$200 per fraudulent verification, assessments up to \$250 for false alarms and civil penalties up to \$2,500 for violations thereof.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Restated Alarm Ordinance adopted herein by reference is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 7, 2013.

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Marie Lopez Rogers, Mayor

ATTEST:

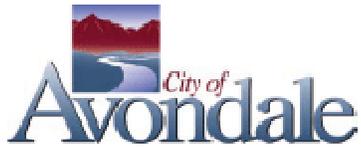
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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
October 7, 2013

**TO:** Mayor and Council  
**FROM:** Andrew McGuire, City Attorney (602) 257-7664  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding the Martinez v City of Avondale litigation; and (ii) Ariz. Rev. Stat. § 38-431.03 (A)(1) for discussion regarding the City Manager's evaluation.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available