



# CITY COUNCIL AGENDA

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

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## REGULAR MEETING

July 6, 2015

7:00 PM

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

- 1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK
- 2 CITY MANAGER'S REPORT
  - a. NEW EMPLOYEE INTRODUCTION - KIRK HAINES, PARKS, RECREATIONS AND LIBRARIES DIRECTOR
  - b. NEW EMPLOYEE INTRODUCTION - SHAWN KREUZWIESNER, ASSISTANT PUBLIC WORKS DIRECTOR

### 3 UNSCHEDULED PUBLIC APPEARANCES

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

### 4 CONSENT AGENDA

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

#### a. APPROVAL OF MINUTES

1. Regular Meeting of May 4, 2015
2. Work Session of June 15, 2015
3. Regular Meeting of June 15, 2015
4. Special Meeting of June 15, 2015

#### b. LIQUOR LICENSE - PERSON TRANSFER OF SERIES 6 BAR LICENSE - WILD WILLY'S CANTINA

City Council will consider a request to approve an application submitted by Ms. Vonda Christina Alexander for a person transfer of a Series 6 Bar License to sell all spirituous liquors at Wild Willy's Cantina located at 613 E. Western Avenue in Avondale. The Council will take appropriate action.

#### c. CONTRIBUTIONS ASSISTANCE PROGRAM FY 2016

City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$80,000 Contributions Assistance Program fund. The Council will take appropriate action.

**d. SETTLEMENT AGREEMENT HMC-CH L.L.C. - MCDOWELL ROAD IMPROVEMENTS**

Council will consider approval of a Settlement Agreement with HMC-CH L.L.C., Inc. in the amount of \$50,000 plus certain improvements and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. CONTRACT AWARD - CITYWIDE PRINTING SERVICES - AZ CORRECTIONAL INDUSTRIES, CENTURY GRAPHICS AND DI-MOR BUSINESS FORMS**

City Council will consider a request to award contracts to AZ Correctional Industries, Century Graphics and Di-Mor Business Forms to provide printing services to the city and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

**f. CONTRACT RENEWAL AND VEHICLE LEASE AGREEMENT - AREA AGENCY ON AGING FY 15-16**

City Council will consider a request to approve (i) renewal of a contract with Area Agency on Aging for FY 2015-2016 in the amount of \$300,564; and (ii) a Vehicle Lease Agreement in the amount of \$3 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

**g. FIRST AMENDMENT TO LEASE AGREEMENT WITH GARDEN PATCH**

City Council will consider a request to approve the first amendment to the land lease agreement with The Garden Patch to provide a one-time allocation of funds in the amount of \$3,000.00 to be transferred from the General Fund Contingency Fund and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

**h. SALT RIVER PROJECT LAND USE LICENSE**

City Council will consider a request to approve a Land Use License with Salt River Project to allow the City to use Licensed Property for ingress and egress and for the installation, operation, maintenance, and/or removal of City-owned equipment and materials related to SRP's wellsite and the City's water system and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**i. RESOLUTION 3262-715 INTERGOVERNMENTAL AGREEMENT - AGUA FRIA UNION HIGH SCHOOL DISTRICT #216 FOR SCHOOL RESOURCE OFFICER PROGRAM**

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 2015/2016 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 3263-715 AMENDMENT 1 TO INTERGOVERNMENTAL AGREEMENT WITH ADOT**

City Council will consider a resolution approving the first amendment to the Intergovernmental Agreement with ADOT for the Traffic Sign Management System Project, to correct the ADOT Project Management Design Review funding source from local to federal and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**k. RESOLUTION 3264-715 - GRANT AGREEMENT WITH FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL**

City Council will consider a resolution approving a grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive \$175,000 for services to be provided to families with children younger than age five, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**5 RESOLUTION 3265-715 - SETTING THE PROPERTY TAX LEVY FOR FY 2015-2016**

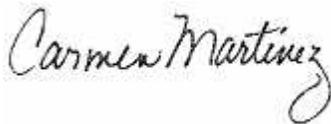
City Council will consider a resolution setting the property tax levy for fiscal year 2015-2016, in the amount of \$5,900,274. The Council will take appropriate action.

**6 UPDATE BILLBOARDS ALONG THE I-10 FREEWAY CORRIDOR**

City Council will receive an overview of the billboard activity and development within the west valley freeway corridors and request feedback and direction regarding whether to pursue the construction and placement of billboards along Interstate 10. For information, discussion and direction.

**7 ADJOURNMENT**

Respectfully submitted,



Carmen Martinez  
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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

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

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

De acuerdo con la ley A.R.S. 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad politica 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 estos aparezcan en estos videos o grabaciones de audio. Los padres pueden 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 grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



## CITY COUNCIL AGENDA

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**SUBJECT:**

Liquor License - Person Transfer of Series 6 Bar License - Wild Willy's Cantina

**MEETING DATE:**

7/6/2015

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

Staff is recommending approval of an application submitted by Ms. Vonda Christina Alexander for a person transfer of a Series 6 Bar License to sell all spirituous liquors at Wild Willy's Cantina located at 613 E. Western Avenue in Avondale.

**DISCUSSION:**

The City Clerk's Department has received an application from Ms. Vonda Christina alexander for a Person to Person Transfer of a Series 6 - Bar License to serve all spirituous liquor at Wild Willy's Cantina located at 613 E. Western Avenue in Avondale. The fees in the amount of \$1,350.00 have been paid.

As required by state law and city ordinance, the application was posted for the required period of time starting June 15, 2015. Notices were published in the West Valley View on June 30th and July 3rd. No comments have been received.

The Arizona Department of Liquor Licenses and Control has accepted the submitted application as complete. The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

**RECOMMENDATION:**

Staff is recommending approval of an application submitted by Ms. Vonda Christina Alexander for a person transfer of a Series 6 Bar License to sell all spirituous liquors at Wild Willy's Cantina located at 613 E. Western Avenue in Avondale.

**ATTACHMENTS:**

Description

[Application and review documents](#)

SERIES 06 (BAR) LIQUOR LICENSE APPLICATION –  
WILD WILLY’S CANTINA

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENTS  
HAVE BEEN POSTED SEPARATELY:

APPLICATION  
DEPARTMENTAL REVIEW  
POSTING PHOTOS  
VICINITY MAP

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/36347>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Contributions Assistance Program FY 2016

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council

**FROM:** Stephanie Small, Neighborhood and Family Services Director - 623-333-2711

**THROUGH:** David Fitzhugh, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed \$80,000 Contributions Assistance Program fund.

**BACKGROUND:**

The Contributions Assistance Program was established by City Council to provide a supplemental funding source to those organizations providing services to the residents of the City of Avondale. The program has changed over time to reflect the priorities of the Council and the financial constraints of the budget. In 2003 the City Council limited funding to those organizations providing health and human services.

The adopted budget for fiscal year 2015-16 allocates \$80,000 for the Contributions Assistance Program. City Council has appointed members to the Council Subcommittee for this process. The Council Subcommittee for FY 2015-2016 includes Mayor Kenn Weise, Councilmember Lorenzo Sierra and Councilmember Sandi Nielsen. The program continues to be in demand from organizations serving Avondale residents. For fiscal year 2016, applications were received from 32 non-profit organizations requesting a total of \$252,817.

**DISCUSSION:**

The subcommittee reviewed applications on June 23, 2015 based on the following criteria:

- Provision of direct services which improve the health and welfare of Avondale residents
- Current, timely and accurate reports from previous recipients
- Ability to generate revenue from other sources
- Services and initiatives that support and address City Council goals
- Services provided at the Care1st Avondale Resource and Housing Center

The subcommittee made the following funding recommendations. An asterisk denotes an agency that did not receive funding through this program in the previous year.

Mission of Mercy - \$8,000

St. Mary's Food Bank Alliance - \$6,500

Community Bridges, Inc. - \$8,000

Teen Lifeline - \$8,000

Area Agency on Aging, Region One - \$5,000

Central Arizona Shelter Services, Inc. - \$7,500  
New Life Center - \$7,000  
Alzheimer's Association Desert Southwest Chapter - \$3,500  
Southwest Valley Literacy Association - \$2,842  
A New Leaf, Inc. - \$7,000  
Boys & Girls Clubs of Metropolitan Phoenix - \$4,000  
Homeless Youth Connection - \$3,500  
Taking Turns Toybrary - \$1,658\*  
Kids at Hope - \$2,000  
Technical Assistance Partnership of Arizona - \$1,500\*  
Touchstone Behavioral Health - \$3,000  
Empowerment Systems, Inc. - \$2,000\*  
Southwest Human Development - \$1,500\*  
Southwest Lending Closet - \$3,000

**BUDGET IMPACT:**

Funding for the Contributions Assistance Program is in the Non-departmental Fund 101-5300-00-6200.

**RECOMMENDATION:**

Staff recommends that City Council approve the funding recommendations made by the Council subcommittee for distribution from the Contributions Assistance Program Fund.



## CITY COUNCIL AGENDA

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**SUBJECT:**

Settlement Agreement HMC-CH L.L.C. -  
McDowell Road Improvements

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director (623) 333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Settlement Agreement with HMC-CH L.L.C. in the amount of \$50,000 plus certain improvements, and authorize the Mayor, the City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City's current Capital Improvement Program includes a project to improve McDowell Road from the Agua Fria Bridge to Avondale Boulevard (see attached vicinity map). This roadway is deteriorated to a point where routine maintenance measures are not enough, necessitating its replacement and/or rehabilitation.

HMC-CH L.L.C is the owner of the Country Hills Mobile Estates located at 11901 West McDowell Road, MCA parcel 500-01-004J, along this project. A survey was conducted and shows that certain improvements from the mobile home park (MHP) encroach up to 25 feet into the southern right-of-way of McDowell Road. The City requested that these encroachments be removed and relocated by the MHP to an area outside the existing 65 foot right-of-way. These included: a gazebo, block walls, recreational vehicle spaces with concrete slabs, utility services with appurtenances and landscaping. HMC-CH L.L.C. claimed that the south 25 foot area is its property and refused to remove its encroachments. In response, the City filed two legal actions: 1) a quiet title action intended to prove the City's ownership of the disputed property, and 2) in the alternative, a condemnation action. The 25 foot wide strip of land became known as the "Disputed Area" and is the subject of the attached Settlement Agreement.

**DISCUSSION:**

HMC-CH L.L.C. and the City have reached a settlement to address the encroachment issues, avoiding lengthy legal action and expense, and allowing the McDowell Road project to move forward as designed.

According to the Settlement Agreement, the City will be responsible for removing MHP encroachments as part of its construction project along McDowell Road. The City will also remove the existing north block wall (located in the Disputed Area), and replace it using block fencing materials at or near the north property line of the MHP (outside of the Disputed Area). The City will also install/replace electrical conduit (if needed) to maintain operation of the MHP's existing well-site. The total cost to the City is estimated to be \$200,000, comprised of the \$50,000 settlement amount and the property improvements.

**SCHEDULE:**

Listed below is the tentative schedule for design and construction of the associated McDowell Road Improvement Project:

Design:

90% Plans – November 2015

Final Plans – February 2016

Construction:

Bid Award – March 2016

Begin Construction – April 2016

End Construction – December 2016

**BUDGET IMPACT:**

Funding for this project is available in CIP Street Fund Line Item No. 304-1287-00-8420, McDowell Road - Bridge to Avondale Boulevard.

**RECOMMENDATION:**

Staff is requesting the City Council approve the Settlement Agreement with HMC-CH L.L.C. in the form presented, and authorize the Mayor, the City Manager and the City Clerk to execute the necessary documents.

**ATTACHMENTS:****Description**

[Settlement Agreement \(executed by HMC-CM LLC\)](#)

[Project Vicinity Map showing MHP Location](#)

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into as of June \_\_, 2015 ("Initial Effective Date"), by and between the City of Avondale, an Arizona municipal corporation ("City" or "Plaintiff"), and HMC-CH, L.L.C., an Arizona limited liability company ("HMC-CH", "Property Owner" or "Principal Defendant") (collectively, the "Parties", and each a "Party", to this Settlement Agreement), upon consideration of the mutual promises and litigation compromises contained herein, which both Parties acknowledge to be good and sufficient consideration, subject to the conditions, terms and exceptions set forth below.

### 1.0 Defined Terms and Recitals.

1.1 The terms defined and recitals contained herein are substantive provisions of this Settlement Agreement.

1.2 The "Lawsuit" is that litigation pending in the Maricopa County Superior Court between the Parties and between the Plaintiff and the Other Defendants as defined herein, filed as *City of Avondale v. HMC-CH, L.L.C., et al*, Cause No. CV2014-014740. The Quiet Title Action and the Condemnation Action, as defined herein, together comprise the Lawsuit.

1.3 The "Quiet Title Action" consists of Counts One through Three of the complaint filed in the Lawsuit, and matters related thereto, and is a part of the Lawsuit.

1.4 The "Condemnation Action" consists of Counts Four and Five of the complaint filed in the Lawsuit, and matters related thereto, and is a part of the Lawsuit. The Parties acknowledge that the Condemnation Action includes the Temporary Construction Easement ("TCE") that permits the construction work on the street improvements that are the essential public use for the Condemnation Action.

1.5 The "Settlement" is the resolution of claims accomplished by this Settlement Agreement on the terms, conditions and exceptions set forth herein and, more broadly, the resolution of the Lawsuit between the Plaintiff and the Principal Defendant.

1.6 Located south and west of the intersection of McDowell Road and 119th Avenue, in Avondale, the Property Owner owns and operates a mobile home Park (the "MHP"). As pertinent to the Lawsuit, the City will cause to be constructed new and additional street improvements to McDowell Road and 119th Avenue, sidewalks and related improvements (the "New McDowell Rd. Improvements"), for which the Condemnation Action is brought.

1.7 Part of the right-of-way for the New McDowell Rd. Improvements is in an area referred to herein as the "Disputed Area" and in the Quiet Title Action as the "Encroachment Area". Both Parties claim rights to the Disputed Area, which claims are compromised and settled as part of the Settlement Amount provided for herein.

1.8 The undisputed part of the right-of-way being condemned in the Lawsuit and the part of the right-of-way in the Disputed Area are necessary to widen McDowell Road, and will result in an increase to the volume of traffic on McDowell Road and noise to Principal Defendant's MHP. The Settlement Amount includes compensation to the Principal Defendant for severance damages resulting from the New McDowell Rd. Improvements for which the City will owe no further compensation.

## 2.0 Settlement Terms, Conditions and Exceptions.

2.1 The Settlement includes and encompasses the Quiet Title Action and the Condemnation Action, the entire Lawsuit, and all claims between the Parties; provided only, however, that this release shall not apply to that certain sewer hook-up enforcement action pending in Avondale City Court under the title *State of Arizona v. HMC-CH, LLC*, Case No.

NC14-16 (the "Enforcement Action"). The Parties release and forever discharge all claims between the Parties except for the Enforcement Action which have been or could have been brought between them, including claims for just compensation and counterclaims, arising out of the matters described in the complaint filed in the Lawsuit or any other actual or potential dispute between the Parties except for the Enforcement Action, based on any legal theory or facts of any nature, including without limitation, valuation of takings, severance damages, consequential damages, inverse condemnation, attorneys' fees and litigation costs and expenses of every kind, and all claims under the constitution and laws (statutory and common law) of the United States and the State of Arizona, direct and indirect, certain and uncertain, known and unknown, at law and in equity, and of every nature which is capable of being brought or described.

2.2 Notwithstanding the generality of the foregoing, this Settlement Agreement, the Settlement it makes provision for, and the Ancillary and Implementing Documents (as defined in Section 2.12 below) shall not bind or waive enforcement of the police power or regulatory powers or any code or ordinance of the City in any respect.

2.3 The Parties agree, subject to City Council approval as provided in Section 2.4 below, that the City shall pay to HMC-CH the total "Settlement Amount" of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). This shall be the sole payment the Principal Defendant receives under the Settlement and HMC-CH acknowledges and accepts the Settlement Amount as such. In order to obtain payment of the Settlement Amount, HMC-CH shall provide the City with a completed and duly executed 1099-S information form, including its correct taxpayer identification number.

2.4 This Settlement Agreement and the Settlement it encompasses are entirely conditioned upon approval of the City Council of the City, as to which no promises,

representations or warranties of any kind have been made. It shall be in the sole and unfettered discretion of the City Council whether to approve or not approve of the Settlement Agreement and no such refusal or failure to approve the Settlement Agreement shall give rise to any damages or claims of any nature on the part of HMC-CH, but the Parties shall continue to hold the same positions and interests as they did prior to entering into this Settlement Agreement; nor may any such refusal or failure to approve this Settlement Agreement be used for any purpose at trial or on the merits of the Lawsuit.

2.5 By entering into this Settlement Agreement and the Settlement it provides for, neither Party makes any admission of liability or fault in any respect, save and except only the obligation of the City to pay just compensation for property and property interests beyond the Disputed Area that the City is acquiring in the Condemnation Action, which has been compensated as part of the Settlement Amount and for which the City will owe no further compensation.

2.6 If approved by the City Council, this Settlement Agreement shall be implemented by the Ancillary and Implementing Documents and legal proceedings identified below.

2.7 The City, at its expense, shall cause to be removed from the street construction area the mobile home pads and related improvements in the MHP which previously were used to maintain mobile homes in the Disputed Area.

2.8 The City, at its expense, shall remove the north wall between the MHP and the previously improved area of the McDowell Rd. improvements (in the Disputed Area) and replace it using block fencing materials at or near the north property line of the MHP (outside of the Disputed Area) as part of or within three months following construction of the New McDowell

Rd. Improvements, such wall to be the maximum feet in height permissible by Code and finished on both sides similar to the existing condition.

2.9 The following shall retain its status as legal, non-conforming land uses without regard to the specified actions being taken:

2.9.1 MHP office use, manager's home and apartment in the same structure allowed to continue despite reduction in set back from north property line.

2.9.2 Relocating mobile home units or recreational vehicles from pads within the Disputed Area to existing pads elsewhere within the MHP and the mobile park known as Pecan Tree Mobile Home Park, under the ownership of HMC-PT, L.L.C., subject to life-health-safety codes.

2.10 The signage for the MHP has been removed from the Disputed Area and will be relocated to a new location that the City approves, including sight lines for the signage.

2.11 The Property Owner will keep access to the well-site from the adjacent MHP property to the south. Additionally, the Property Owner shall be covered by a well-site access easement to be granted by the City. If new electrical conduit is required for the Property Owner to use the existing well-site as a result of the New McDowell Rd. Improvements, the City, at its expense, will install suitable conduit as part of or following construction of the New McDowell Rd. Improvements.

2.12 Certain street lights are located near the north wall of the MHP along McDowell Rd. but may be removed by the City, at no expense to the Principal Defendant, as part of the New McDowell Rd. Improvements. The City will install new street lights during or after construction of the New McDowell Rd. Improvements to replace the existing street lights. Street lights shall be installed or provided in accordance with a photometric study conducted by the

City pursuant to the General Engineering Requirements (“GERs”) adopted by the City. No representation, promise or warranty is made by the City that any particular number, type, adherence to GERs or specifications, or even that any street lights will be provided adjacent to the Principal Defendant’s property at any time in the future beyond the current project for New McDowell Rd. Improvements.

2.13 The City shall provide to Principal Defendant copies of plans for the New McDowell Rd. Improvements and will advise Principal Defendant of construction schedules and substantial modifications of plans for the New McDowell Rd. Improvements.

2.14 Property Owner shall retain bi-directional access onto McDowell Road at the approximate alignment of 119th Lane. Property Owner also has a second access onto McDowell Road which may be limited to one direction in the City’s discretion but which shall not be completely eliminated in the New McDowell Rd. Improvements. No substantial deviations may be made to the points of ingress and egress onto McDowell Road absent prior written agreement of the Parties. No representation, promise or warranty is made by the City that any particular number, type, adherence to standards or specifications, or that bidirectional access will be provided from McDowell Rd. to the Principal Defendant’s property at any time in the future beyond the current project for McDowell Rd. Improvements.

2.15 The Parties shall execute the Ancillary and Implementing Documents, which include the following, timely as to the need for each. The transfers from the Property Owner shall be executed prior to the Settlement Amount being paid by the City.

2.15.1 A Quit-Claim Deed from the Property Owner to the City for the Disputed Area.

2.15.2 A stipulated judgment or, if the City prefers, a Warranty Deed transferring the areas of acquisition for the Condemnation Action (other than the Disputed Area) from the Property Owner to the City.

2.15.3 Any and all taxes due, past due and Certificates of Purchase remain the obligation of the Property Owner and payable from the Settlement Amount.

2.15.4 Other customary Condemnation Action documents and legal proceedings, including Satisfaction of Judgment and Final Order of Condemnation.

2.15.5 Access Easement(s) along the 10' well access strip to be executed by the City in favor of the Property Owner.

2.16 The Court in the Quiet Title and Condemnation Actions will be asked to retain jurisdiction to provide for enforcement of this Settlement Agreement and the Ancillary and Implementing Documents and legal proceedings. It is the Parties' intent that the Settlement resolve all disputes between and among them and that further legal proceedings be avoided and/or minimized to only that necessary to carry out the provisions, terms and purposes of the Settlement and this Settlement Agreement. Disputes between the Parties are intended to be resolved by private mediation, if agreement thereon can be reached, or else through the settlement conference process of the Court. The successful Party in any dispute over this Settlement Agreement shall be entitled to recover its reasonable attorney's fees, costs and litigation expenses, including mediation expenses. The Parties acknowledge and agree that this is the sole and exclusive remedy for disputes and obligations arising under the Settlement and this Settlement Agreement.

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3.0 General Terms.

3.1 The Parties, and each of them, represent that they have authority to enter into this Settlement Agreement, contingent on City Council approval in the City's case, and subject thereto are entering into it with full capacity to do so.

3.2 This Settlement Agreement shall be interpreted and applied fairly according to its terms and not in favor or against any Party, regardless of whose legal counsel may have drafted any portion under consideration. This Settlement Agreement shall be applied to favor a comprehensive settlement as having been reached subject only to the exceptions that may have been expressly provided therefor and represents the purpose and intent of the Parties.

3.3 The Parties acknowledge that they each have been represented by knowledgeable legal counsel of their own choosing and are relying solely on the advice of their own legal counsel, not on any representations or interpretations that are alleged to have been made by counsel for any other Party.

3.4 This Settlement Agreement is subject to the provisions of A.R.S. §38-511 and may be canceled by the City in accordance therewith.

3.5 This Settlement Agreement is subject to and shall be interpreted and applied in accordance with the laws of the state of Arizona and the Charter and Code of the City of Avondale, Arizona.

3.6 This Settlement Agreement may be signed in duplicate originals and may be executed in counterparts, which shall be effective as if signed by all Parties at once.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date specified above.

“City”

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
David W. Fitzhugh, City Manager

ATTEST

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

APPROVED AS TO FORM:

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

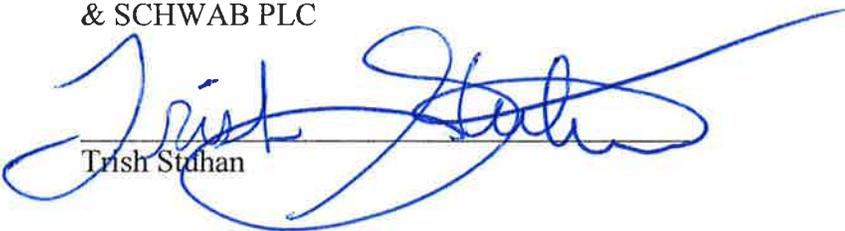
“Property Owner”

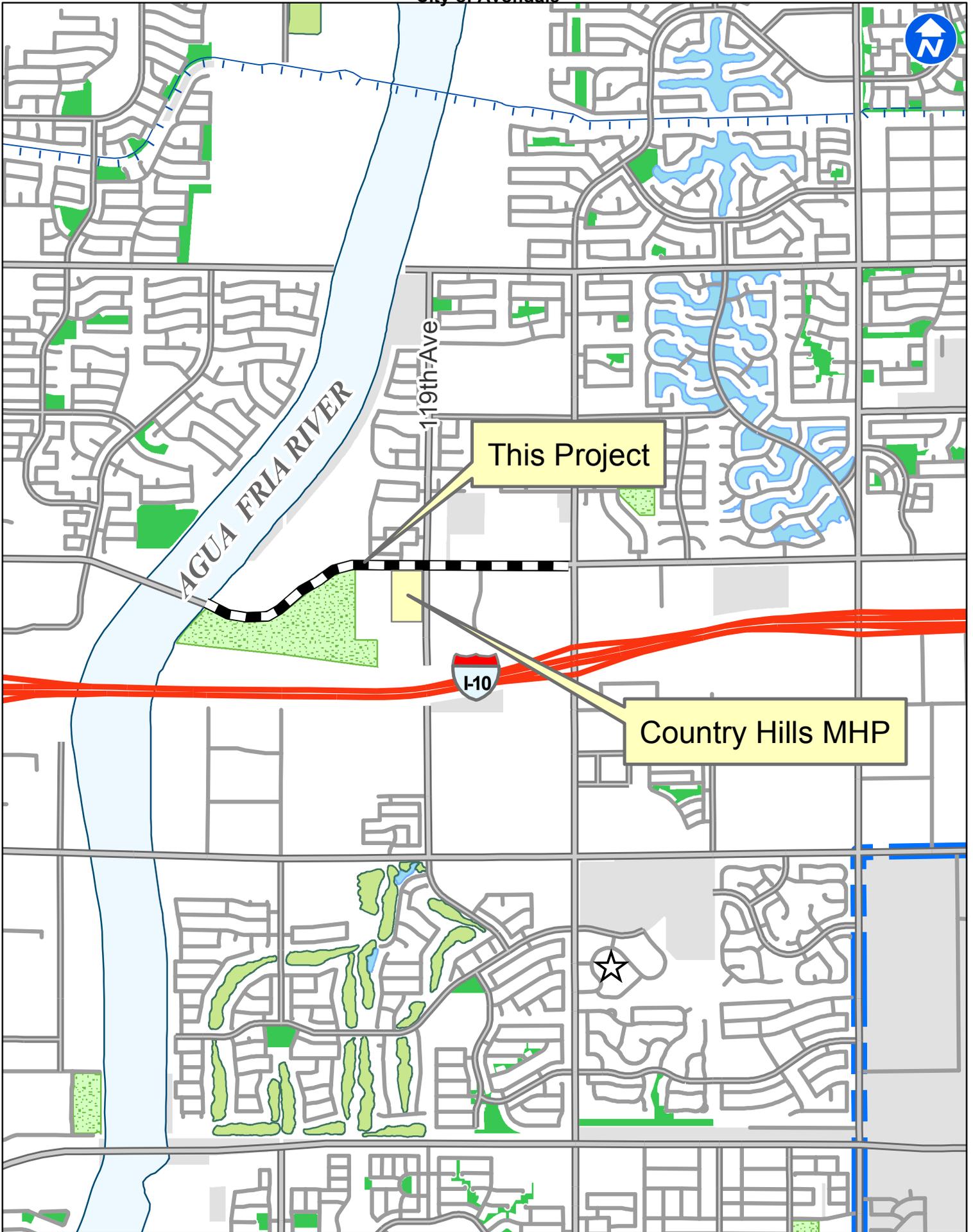
HMC-CH, L.L.C., an Arizona limited liability company,

  
\_\_\_\_\_  
Bruce Davis, Member & Manager

APPROVED AS TO FORM:

CURTIS GOODWIN SULLIVAN UDALL  
& SCHWAB PLC

  
\_\_\_\_\_  
Trish Stuhlan



Vicinity Map  
McDowell Rd Improvements



## CITY COUNCIL AGENDA

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**SUBJECT:**

Contract Award - Citywide Printing Services - AZ  
Correctional Industries, Century Graphics and Di-  
Mor Business Forms

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council**FROM:** Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requests the City Council award contracts for citywide Printing Services to three firms: Di-Mor Business Forms, AZ Correctional Industries, and Century Graphics and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

**BACKGROUND:**

In March 2015, the City of Avondale issued an Invitation for Bids (IFB) for citywide printing services. Eight firms responded to the IFB, seven of which met the City's procurement requirements to be considered. Three firms met the necessary specifications for low bids, as well as demonstrated the ability to provide the myriad of specialized printing services requested.

**DISCUSSION:**

The City of Avondale has need for printing services for a vast number of projects -- from printing of business cards, posters and flyers, to the RAVE Review Magazine and annual budget books, to engineering plans and more. In recent years, printing projects from city departments have been largely centralized through the Community Relations & Public Affairs Department (with exceptions for highly specialized projects) to ensure that Avondale is reflected positively through its printed materials.

The City's printing services contract with its previous vendor lapsed earlier this year, so an IFB was sought for a new contract. Staff from the Community Relations and the Finance & Budget departments sought input from all departments regarding their printing services needs, which were outlined in the IFB's scope of work.

Of the eight firms who responded, three firms provided the best prices among the range of printing projects. The vendors submitted offers that were determined to be competitively priced and advantageous to the City. As a result, multiple contracts will be offered. The City will monitor performance and determine at the end of each contract year whether the individual firms are eligible for renewal.

Three firms were notified of the City's Notice of Intent of Multiple Awards -- IFB CR 15-015 for Citywide Printing Services: Di Mor, Arizona Correctional Industries, and Century Graphics.

**BUDGET IMPACT:**

Approximately \$95,000 is projected for FY 2015/2016 in printing services across city departments.

**RECOMMENDATION:**

Staff recommends that Council award contracts to the following three vendors to provide citywide printing services: Di-Mor Business Forms, AZ Correctional Industries and Century Graphics and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

**ATTACHMENTS:****Description**

[Bid Tabulation for Printing Services](#)

[Printing Services contracts](#)



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IFB 15-015 CITYWIDE PRINTING SERVICES

Bid Opening Date May 7, 2015

				Di-Mor		AZ Correctional Ind.		Art's Printing		Century Graphics		R&R Add Designs		Courier Graphics		Signature Offset		Concepto Grafico	Low Bid	
Item Description	Qty	Unit	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price		
1 Bookmarks 2" x 8" printed 4/4	1,000	Each	0.08440	\$84.40	\$0.92		0.0468	\$46.79	\$0.1040	\$103.97	\$0.08	\$83.00	No Bid	No Bid	No Bid	No Bid				\$0.05
	2,500	Each	0.05710	\$142.75	\$0.08		0.0322	\$80.52	\$0.0520	\$129.96	\$0.05	\$132.50	No Bid	No Bid	No Bid	No Bid				\$0.03
2 Brochures 8.5" x 11" printed 4/4	1,000	Each	0.13530	\$135.30	\$0.39		0.1436	\$143.62	\$0.1906	\$190.61	\$0.21	\$205.00	No Bid	No Bid	No Bid	No Bid				\$0.14
	2,500	Each	0.09310	\$232.75	\$0.18		0.1014	\$253.51	\$0.1027	\$256.75	\$0.13	\$327.50	No Bid	No Bid	No Bid	No Bid				\$0.09
3 Business Cards 3.5" x 2"	250	Each	0.10830	\$27.08	\$0.06		0.1088	\$27.20	\$0.3510	\$87.75	\$0.18	\$46.00	No Bid	No Bid	No Bid	No Bid				\$0.06
	500	Each	0.06498	\$32.49	\$0.04	\$21.25	0.0696	\$34.82	\$0.1800	\$90.00	\$0.11	\$56.00	No Bid	No Bid	No Bid	No Bid				\$0.04
	1,000	Each	0.03791	\$37.91	\$0.04	\$35.00	0.0609	\$60.93	\$0.0975	\$97.47	\$0.08	\$84.00	No Bid	No Bid	No Bid	No Bid				\$0.04
4 Door hangers 4.25" x 11" printed 4/4	1,000	Each	0.15162	\$151.62	\$0.26	\$260.00	0.2013	\$201.28	\$0.2318	\$231.76	\$0.25	\$250.00	No Bid	No Bid	No Bid	No Bid				\$0.15
	2,500	Each	0.10700	\$267.50	\$0.25	\$622.00	0.1230	\$307.50	\$0.1265	\$316.25	\$0.16	\$387.50	No Bid	No Bid	No Bid	No Bid				\$0.11
	5,000	Each	0.08230	\$411.50	\$0.10	\$524.00	0.0940	\$470.00	\$0.0923	\$461.50	\$0.13	\$645.00	No Bid	No Bid	No Bid	No Bid				\$0.08
5 Flyers 8.5" x 11" printed 4/4	100	Each	0.03249	\$3.25	\$0.16	\$16.00	1.3390	\$133.90	\$1.6895	\$168.95	\$1.66	\$166.00	No Bid	No Bid	No Bid	No Bid				\$0.03
	500	Each	0.23820	\$119.10	\$0.14	\$70.00	0.3310	\$165.50	\$0.3552	\$177.61	\$0.36	\$181.00	No Bid	No Bid	No Bid	No Bid				\$0.14
	1,000	Each	0.16240	\$162.40	\$0.14	\$140.00	0.2430	\$243.00	\$0.1917	\$191.70	\$0.21	\$205.00	No Bid	No Bid	No Bid	No Bid				\$0.14
6 Postcards 8.5" x 5.5" printed both sides	1,000	Each	0.11696	\$116.96	\$0.16	\$164.00	0.1350	\$135.00	\$0.1690	\$168.95	\$0.17	\$170.00	No Bid	No Bid	No Bid	No Bid				\$0.12
	5,000	Each	0.04548	\$227.40	\$0.14	\$708.00	0.0662	\$331.00	\$0.0646	\$322.75	\$0.09	\$425.00	No Bid	No Bid	No Bid	No Bid				\$0.05
	10,000	Each	0.04061	\$406.10	\$0.12	\$1,246.00	0.0650	\$650.00	\$0.0569	\$568.60	\$0.08	\$820.00	No Bid	No Bid	No Bid	No Bid				\$0.04
7 Posters 11" x 17" full color	100	Each	0.64980	\$64.98	\$0.19	\$19.00	2.3610	\$236.10	\$3.0541	\$305.41	\$3.33	\$333.00	No Bid	No Bid	No Bid	No Bid				\$0.19
	500	Each	0.28158	\$140.79	\$0.19	\$95.00	0.5702	\$285.10	\$0.6780	\$338.98	\$0.81	\$404.00	No Bid	No Bid	No Bid	No Bid				0.19
	1,000	Each	0.26534	\$265.34	\$0.19	\$190.00	0.3645	\$364.50	\$0.3444	\$344.39	\$0.46	\$456.00	No Bid	No Bid	No Bid	No Bid				0.19
8 Posters 22" x 28" full color	5	Each	48.74000	\$243.70	\$14.62	\$73.10	17.8460	\$89.23	\$36.8200	\$184.10	\$24.50	\$122.52	No Bid	No Bid	No Bid	No Bid				14.62
9 Rack cards 4" x 9" printed 4/4	1,000	Each	0.12670	\$126.70	\$0.13	\$125.00	0.3928	\$392.80	\$0.1495	\$149.45	\$0.14	\$135.00	No Bid	No Bid	No Bid	No Bid				0.125
	2,500	Each	0.08440	\$211.00	\$0.12	\$300.00	0.1976	\$494.00	\$0.0814	\$203.60	\$0.09	\$222.50	No Bid	No Bid	No Bid	No Bid				0.08144
	5,000	Each	0.05840	\$292.00	\$0.08	\$390.00	0.1387	\$2.00	\$0.0563	\$281.60	\$0.07	\$345.00	No Bid	No Bid	No Bid	No Bid				0.05632
10 Stickers 2.5" circle,	1,000	Each	0.17328	\$173.28	\$0.34	\$344.00	0.1295	\$129.50	\$0.2134	\$213.35	\$0.16	\$163.00	No Bid	No Bid	No Bid	No Bid				0.1295
11 Trading cards 2.5" x 3.5" printed 4/4	250	Each	0.13864	\$34.66	\$0.13	\$32.00	0.1219	\$30.47	\$0.4801	\$120.03	\$0.19	\$48.25	No Bid	No Bid	No Bid	No Bid				0.12188
	500	Each	0.08644	\$43.22	\$0.09	\$44.00	0.0740	\$37.00	\$0.2794	\$139.71	\$0.12	\$57.50	No Bid	No Bid	No Bid	No Bid				0.074
12 Rave magazine 9" x 11.25" finished	5,000	Each	0.60474	\$3,023.70	\$0.63	\$3,138.00	No Bid	No Bid	\$0.7750	\$3,875.00	\$0.92	\$4,605.00	\$1.18	\$5,910.00	No Bid	No Bid				\$0.60
	10,000	Each	0.50478	\$5,047.80	\$0.52	\$5,168.00	No Bid	No Bid	\$0.5177	\$5,176.70	No Bid	No Bid	\$0.80	\$7,970.00	No Bid	No Bid				\$0.50
	30,000	Each	0.42042	\$12,612.60	\$0.43	\$12,825.00	No Bid	No Bid	\$0.3302	\$9,907.20	No Bid	No Bid	\$0.53	\$15,930.00	No Bid	No Bid				\$0.33

Non-Responsive Bid



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IFB 15-015 CITYWIDE PRINTING SERVICES

Bid Opening Date May 7, 2015

Item Description	Qty	Unit	Di-Mor		AZ Correctional Ind.		Art's Printing		Century Graphics		R&R Add Designs		Courier Graphics		Signature Offset		Concepto Grafico	Low Bid
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price		
13 City letterhead (30% recycled) 8.5" x 11"	5,000	Each	0.05198	\$259.90	\$0.09	\$428.00	0.0875	\$437.38	\$0.1025	\$512.50	\$0.11	\$560.00	No Bid	No Bid	No Bid	No Bid		\$0.05
	10,000	Each	0.05198	\$519.80	\$0.07	\$716.00	0.0814	\$813.83	\$0.0713	\$712.61	\$0.10	\$990.00	No Bid	No Bid	No Bid	No Bid		\$0.05
14 City letterhead (non-recycled) 8.5" x 11"	5,000	Each	0.05198	\$259.90	\$0.06	\$314.00	0.0685	\$342.72	\$0.1025	\$512.50	\$0.08	\$390.00	No Bid	No Bid	No Bid	No Bid		\$0.05
	10,000	Each	0.05198	\$519.80	\$0.05	\$492.00	0.0580	\$579.91	\$0.7126	\$7,126.10	\$0.07	\$700.00	No Bid	No Bid	No Bid	No Bid		\$0.05
15 City letterhead (non-recycled) 8.5" x 11"	1,000	Each	0.03466	\$34.66	\$0.10	\$98.00	0.1534	\$153.41	\$0.1025	\$102.50	\$0.20	\$202.00	No Bid	No Bid	No Bid	No Bid		\$0.03
	1,500	Each	0.03465	\$51.98	\$0.16	\$235.50	No Bid	No Bid	\$0.7126	\$1,068.92	\$0.17	\$259.50	No Bid	No Bid	No Bid	No Bid		\$0.03
	2,000	Each	0.03465	\$69.30	\$0.13	\$262.00	No Bid	No Bid	\$0.3650	\$729.94	\$0.16	\$328.00	No Bid	No Bid	No Bid	No Bid		\$0.03
	2,500	Each	0.03465	\$86.63	\$0.12	\$288.00	0.0957	\$239.36	\$0.2592	\$648.00	\$0.15	\$380.00	No Bid	No Bid	No Bid	No Bid		\$0.03
	3,000	Each	0.03465	\$103.95	\$0.11	\$318.00	0.0990	\$297.03	\$0.1966	\$589.71	\$0.15	\$435.00	No Bid	No Bid	No Bid	No Bid		\$0.03
16 City Envelopes with return address: #10 window envelope (B/W)	500	Each	0.08660	\$43.30	\$0.98	\$490.00	0.1327	\$66.35	\$0.2794	\$139.71	\$0.19	\$94.00	No Bid	No Bid	No Bid	No Bid		\$0.09
	1,000	Each	0.06490	\$64.90	\$0.05	\$54.00	0.1077	\$107.70	\$0.1614	\$161.37	\$0.10	\$101.00	No Bid	No Bid	No Bid	No Bid		\$0.05
	2,500	Each	0.06280	\$157.00	\$0.04	\$104.00	0.0922	\$230.50	\$0.0897	\$224.18	\$0.07	\$185.00	No Bid	No Bid	No Bid	No Bid		\$0.04
	5,000	Each	0.04110	\$205.50	\$0.04	\$175.00	0.0807	\$403.50	\$0.0639	\$319.49	\$0.06	\$290.00	No Bid	No Bid	No Bid	No Bid		\$0.04
	10,000	Each	0.03030	\$303.00	\$0.03	\$322.00	0.0767	\$767.00	\$0.5134	\$5,134.40	\$0.05	\$480.00	No Bid	No Bid	No Bid	No Bid		\$0.03
17 City Envelopes with return address: #10 regular envelope	500	Each	0.08230	\$41.15	\$0.10	\$49.00	0.1218	\$60.90	\$0.2837	\$141.87	\$0.18	\$90.00	No Bid	No Bid	No Bid	No Bid		\$0.08
	1,000	Each	0.06280	\$62.80	\$0.05	\$54.00	0.0935	\$93.50	\$0.1635	\$163.53	\$0.10	\$97.00	No Bid	No Bid	No Bid	No Bid		\$0.05
	2,500	Each	0.05750	\$143.75	\$0.04	\$104.00	0.0796	\$199.00	\$0.0905	\$226.35	\$0.07	\$177.50	No Bid	No Bid	No Bid	No Bid		\$0.04
	5,000	Each	0.03790	\$189.50	\$0.35	\$1,750.00	0.0746	\$373.00	\$0.6390	\$3,194.90	\$0.05	\$265.00	No Bid	No Bid	No Bid	No Bid		\$0.04
18 City Envelopes with return address: #10 regular envelope - 4 color process,	10,000	Each	0.02920	\$292.00	\$0.32	\$3,220.00	0.0720	\$720.00	\$0.0516	\$515.51	\$0.04	\$430.00	No Bid	No Bid	No Bid	No Bid		\$0.03
	500	Each	0.28500	\$142.50	\$0.38	\$187.50	0.3198	\$159.90	\$0.5892	\$294.58	\$0.44	\$218.50	No Bid	No Bid	No Bid	No Bid		\$0.29
	1,000	Each	0.17870	\$178.70	\$0.21	\$212.50	0.1925	\$192.50	\$0.3065	\$306.49	\$0.25	\$252.00	No Bid	No Bid	No Bid	No Bid		\$0.18
	2,500	Each	0.12980	\$324.50	\$0.13	\$325.00	0.1571	\$392.75	\$0.2088	\$522.01	\$0.19	\$472.50	No Bid	No Bid	No Bid	No Bid		\$0.13
	5,000	Each	0.10420	\$521.00	\$0.10	\$515.00	0.1151	\$575.50	\$0.1167	\$583.37	\$0.15	\$725.00	No Bid	No Bid	No Bid	No Bid		\$0.10
19 City Envelopes with return address: #10 regular envelope	10,000	Each	0.09770	\$977.00	\$0.09	\$885.00	0.1080	\$1,080.00	\$0.0757	\$757.02	\$0.12	\$1,210.00	No Bid	No Bid	No Bid	No Bid		\$0.08
	500	Each	0.08660	\$43.30	\$0.11	\$55.00	0.1849	\$92.45	\$0.3791	\$189.53	\$0.22	\$108.00	No Bid	No Bid	No Bid	No Bid		\$0.09
	1,000	Each	0.06490	\$64.90	\$0.06	\$60.00	0.1283	\$128.30	\$0.1949	\$194.94	\$0.12	\$116.00	No Bid	No Bid	No Bid	No Bid		\$0.06
	2,500	Each	0.06280	\$157.00	\$0.04	\$110.00	0.0926	\$231.50	\$0.0975	\$243.68	\$0.08	\$187.50	No Bid	No Bid	No Bid	No Bid		\$0.04
	5,000	Each	0.04110	\$205.50	\$0.04	\$181.00	0.0807	\$403.50	\$0.0656	\$327.82	\$0.06	\$300.00	No Bid	No Bid	No Bid	No Bid		\$0.04
	10,000	Each	0.03030	\$303.00	\$0.03	\$328.00	0.0682	\$682.00	\$0.4473	\$4,473.00	\$0.05	\$460.00	No Bid	No Bid	No Bid	No Bid		\$0.03
				\$31,164.48				\$15,168.76		\$54,920.60		\$21,578.77		\$29,810.00	\$0.00	\$0.00		

Non-Responsive Bid



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IFB 15-015 CITYWIDE PRINTING SERVICES

Bid Opening Date May 7, 2015

			Di-Mor		AZ Correctional Ind.		Art's Printing		Century Graphics		R&R Add Designs		Courier Graphics		Signature Offset		Concepto Grafico	Low Bid	
Item Description	Qty	Unit	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price			
<b>CITY COURT</b>						\$0.00													
20	A. Color insert 8.5" x 11" printed on both sides B. Envelope 24lb each white wove, printed black	2,500	Each	0.16600	\$415.00	\$0.18	\$462.00	0.5248	\$1,312.00	\$0.2231	\$557.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$0.17
21	Pre-printed form, 8.5" x 11" 2-ply carbonless;	9,500	Each	0.05335	\$506.83	\$0.05	\$494.00	0.1152	\$1,094.40	\$0.0823	\$781.93	\$0.10	\$912.00	No Bid	No Bid	No Bid	No Bid	*Non-Responsive Bid	\$0.05
22	Pre-printed form, 8.5" x 11" 2-ply carbonless;	500	Each	0.24260	\$121.30	\$0.10	\$52.00	0.2872	\$126.20	\$0.3856	\$192.78	\$0.31	\$152.50	No Bid	No Bid	No Bid	No Bid		\$0.10
23	Pre-printed form, 8.5" x 11" 3-ply carbonless;	2,500	Each	0.25210	\$630.25	\$0.14	\$338.00	0.2524	\$598.25	\$0.1720	\$430.00	\$0.20	\$507.50	No Bid	No Bid	No Bid	No Bid		\$0.14
		3,500	Each	0.22460	\$786.10	\$0.12	\$416.50	0.2393	\$979.65	\$0.1522	\$532.84	\$0.17	\$584.50	No Bid	No Bid	No Bid	No Bid		\$0.12
24	Pre-printed form, 8.5" x 11" 4-ply carbonless;	3,000	Each	0.13530	\$405.90	\$0.13	\$387.00	0.2799	\$96.62	\$0.2285	\$685.54	\$0.18	\$525.00	No Bid	No Bid	No Bid	No Bid		\$0.13
<b>DEVELOPMENT AND ENGINEERING</b>																			
25	Building inspection stickers 4" x 3" black ink on fluorescent green	5,000	Each	0.11140	\$557.00	\$0.04	\$210.00	0.1055	\$527.50	\$0.1252	\$626.00	\$0.10	\$475.00	No Bid	No Bid	No Bid	No Bid		\$0.04
26	Building inspection stickers 4" x 3" black ink on fluorescent green	5,000	Each	0.11140	\$557.00	\$0.04	\$210.00	0.1055	\$527.50	\$0.1252	\$626.00	\$0.10	\$475.00	No Bid	No Bid	No Bid	No Bid		\$0.04
27	Building inspection stickers 4" x 3" black ink on fluorescent red	2,000	Each	0.13000	\$260.00	\$0.05	\$92.00	0.1610	\$322.00	\$0.2188	\$437.54	\$0.13	\$256.00	No Bid	No Bid	No Bid	No Bid	*Non-Responsive Bid	\$0.05
28	Up to 50 sheets, Large format 20lb. bond, 24" x 36" black and white print, stapled	12	Sets	67.50000	\$810.00	No Bid	No Bid	No Bid	No Bid	No BID	No BID	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$67.50
29	Up to 50 sheets, Large format 20lb. bond, 12" x 18"	12	Sets	4.22000	\$50.64	\$2.55	\$30.60	No Bid	No Bid	No BID	No BID	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$2.55
30	Sets up to 50 sheets, 8.5" x 11" duplexed, collated; black & white on 20lb.	12	Sets	13.75000	\$165.00	\$7.85	\$94.20	13.4912	\$161.89	No BID	No BID	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$7.85
31	Up to 50 sheets 8.5" x 11" duplexed, collated	10	Set	14.94000	\$149.40	\$12.50	\$125.00	25.7800	\$257.80	No BID	No BID	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$12.50
32	Up to 12 sheets, 11" x 17", single sided, ("Engineer Fold")	1	set	60.00000	\$60.00	\$1.08	\$1.08	3.2600	\$3.26	No BID	No BID	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$1.08
33	Up to 12 sheets, scan 24" x 36"	1	SET	73.64000	\$73.64	No Bid	No Bid	No Bid	No Bid	No BID	No BID	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$73.64
34	Scan up to 12 sheets scan, 24" x 36" PDF or TIFF	1	Each	41.15000	\$41.15	No Bid	No Bid	No Bid	No Bid	No BID	No BID	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$41.15



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			Di-Mor		AZ Correctional Ind.		Art's Printing		Century Graphics		R&R Add Designs		Courier Graphics		Signature Offset		Concepto Grafico	Low Bid	
Item Description	Qty	Unit	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price			
<b>Finance and Budget</b>																			
35	Partial receiving tickets, 8.5" x 7",	250	Each	0.37680	\$94.20	\$0.15	\$38.00	0.2960	\$73.99	\$0.7364	\$184.11	\$0.55	\$136.75	No Bid	No Bid	No Bid	No Bid		\$0.15
36	Travel authorization forms, 8.5" x 11"	200	Each	0.28160	\$56.32	\$0.11	\$22.00	0.3536	\$70.72	\$0.9585	\$191.70	\$0.64	\$127.80	No Bid	No Bid	No Bid	No Bid		\$0.11
<b>Police</b>																			
37	Property & evidence receipts, 11" x 8.5" standard weight, 3-part carbonless,	5,000	Each	0.14440	\$722.00	\$0.11	\$548.00	0.2781	\$1,390.47	\$0.1772	\$885.90	\$0.16	\$810.00	No Bid	No Bid	No Bid	No Bid	* Non-Responsive Bid	\$0.11
38	Towing forms, 8.5" x 11" 4-part carbonless form,	2,000	Each	0.17700	\$354.00	\$0.20	\$390.00	0.4559	\$911.74	\$0.3390	\$678.00	\$0.28	\$552.00	No Bid	No Bid	No Bid	No Bid		\$0.18
39	Mandatory finger form 8.5" x 11"	1,000	Each	0.18194	\$181.94	\$0.15	\$148.00	0.2498	\$249.77	\$0.2805	\$280.50	\$0.36	\$361.00	No Bid	No Bid	No Bid	No Bid		\$0.15
40	AZ Traffic Ticket and Complaint Forms 8.5"x 11"	3,000	Each	0.17977	\$539.31	No Bid	No Bid	0.3928	\$1,178.30	\$0.3130	\$939.00	\$0.40	\$1,212.00	No Bid	No Bid	No Bid	No Bid		\$0.18
41	FI Cards 5"x3"	10,000	Each	0.03010	\$301.00	\$0.06	\$550.00	0.0331	\$330.75	\$0.0774	\$774.40	\$0.06	\$560.00	No Bid	No Bid	No Bid	No Bid		\$0.03
42	Accident Exchange Card 5"x3"	3,000		0.05230	\$156.90	\$0.06	\$174.00	0.0450	\$134.99	\$0.1368	\$410.46	\$0.11	\$318.00	No Bid	No Bid	No Bid	No Bid		\$0.04
43	Latent Print Reports 2-part carbonless form counts of 250.	2		102.35000	\$204.70	\$26.00	\$52.00	0.1540	\$0.31	\$91.5200	\$183.04	\$61.15	\$122.30	No Bid	No Bid	No Bid	No Bid	\$0.15	
<b>PUBLIC WORKS DEPARTMENT</b>																			
44	Annual water report (calendar format) 8.5" x 11" printed 4/4 on 100lb.	25,000		0.29620	\$7,405.00	\$0.30	\$7,600.00	No Bid	No Bid	\$0.2171	\$5,427.00	No Bid	No Bid	\$0.24	\$5,958.65	\$0.28	\$6,915.00	* Non-Responsive Bid	\$0.22
<b>Totals</b>																			
Additional Cost/Services (Must be specified)																			
45	Design Type Setting (Custom Alterations)	1	Hr.		\$45.00		Free if vendor prints.		\$40.00		\$45.00					No Bid	No Bid		\$40.00
	Layout Fee	1	Hr.		N/A				\$30.00										\$30.00
	Folding	1000	Each		N/A				\$12.00										\$12.00
	Rush Charges	1	Each		N/A			N/A				Extra Fee Applied		Extra Fee Applied					\$0.00
	Shipping Per Delivery	1	Each		N/A		Free in Metro Area		\$15.00										\$15.00
	Additional Drops (same day)	1	Each		N/A						\$10.00								\$10.00
	Additional Drops (same day non-local))	1	Each		N/A						\$25.00								\$25.00
																		*References Incomplete	

AWARD OF PRINTING SERVICES CONTRACTS

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENTS  
HAVE BEEN POSTED SEPARATELY  
PLEASE CLICK ON THE LINKS BELOW TO VIEW:

AZ CORRECTIONAL INDUSTRIES

<http://www.avondale.org/DocumentCenter/View/36356>

CENTURY GRAPHICS

<http://www.avondale.org/DocumentCenter/View/36357>

DI-MOR BUSINESS FORMS

<http://www.avondale.org/DocumentCenter/View/36355>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Contract Renewal and Vehicle Lease Agreement -  
Area Agency on Aging FY 15-16

**MEETING DATE:**

7/6/2015

---

**TO:** Mayor and Council**FROM:** Stephanie Small, Neighborhood and Family Services Director- 623-333-2711**THROUGH:** David Fitzhugh- City Manager**PURPOSE:**

Agency on Aging for FY2015-2016 in the amount of \$300,564; and to renew the Vehicle Lease Agreement V2016-06-AVO with Area Agency on Aging in the amount of \$3 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City of Avondale has contracted with Area Agency on Aging (AAA) to provide meals and activities for active adults and handicapped individuals for more than twenty five (25) years. AAA funding supplements active adult programming provided to eligible residents in Avondale, Goodyear, and Litchfield Park. These services include the congregate meals program, the home delivered meals program, the multipurpose center operations program and transportation program.

**DISCUSSION:**

AAA has awarded the City of Avondale \$300,564 of program funds for FY 2015-2016, which will provide funds to provide services to the active adult population. This funding is a continuation of the grant which was renewed in FY 2014-15. These funds will be used to provide meals, activities, programs, guest speakers and transportation to active adults at the Avondale Community Center.

AAA also provides the City of Avondale with three vehicles for program use: 2 Ford Escapes and 1 Champion Bus used in the delivery of meals to homebound clients and in transporting seniors to and from their homes and the Avondale Community Center, along with programmed activities needing transportation services. The lease will be effective for one year. The vehicles are leased for a \$3 annual fee.

**BUDGET IMPACT:**

The City of Avondale will receive funds from AAA in the amount of \$300,564 under the provisions of this action. There is no grant match required. Funds for any costs not covered by the grant are included in the budget under the Senior Nutrition Fund 202.

**RECOMMENDATION:**

Staff recommends that the City Council renew Contract 2016-06-AVO with Area Agency on Aging for FY2015-2016 in the amount of \$300,564; and approve the Vehicle Lease Agreement V2016-06-AVO with Area Agency on Aging in the amount of \$3 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[AAA Contracts](#)

CONTRACT RENEWAL - AAA

DUE TO THEIR SIZE, THE FOLLOWING DOCUMENT  
HAVE BEEN POSTED SEPARATELY  
PLEASE CLICK ON THE LINKS BELOW TO VIEW

CONTRACT FOR CONGREGATE MEALS, HOME DELIVERED MEALS  
MULTIPURPOSE ROOM OPERATIONS AND TRANSPORTATION

<http://www.avondale.org/DocumentCenter/View/36359>

VEHICLE LEASE AGREEMENT RENEWAL

<http://www.avondale.org/DocumentCenter/View/36360>



## CITY COUNCIL AGENDA

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**SUBJECT:**

First Amendment to Lease Agreement with  
Garden Patch

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council**FROM:** Christina Underhill, Parks, Recreation and Libraries (623) 333-2416**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve an Amendment of the Lease Agreement between the City of Avondale (property owner) and the Garden Patch, an Arizona Non-Profit Corporation to provide a one-time allocation of \$3,000, approve the transfer of funds from the Contingency fund and authorize the Mayor or the City Manager and the City Clerk to execute the appropriate documents.

**BACKGROUND:**

The City leased an undeveloped parcel of land to the Garden Patch (the Tenant), an Arizona non-profit corporation on September 20, 2010 for the purpose of establishing a community garden offering city residents the opportunity to participate in gardening. The Garden Patch was established by volunteers to coordinate, manage, and facilitate a community garden in the City of Avondale. The existing lease agreement established the responsibilities of the Tenant to maintain required insurance and to pay for all water and other utilities as well as care and maintenance of the property including trash removal.

At the June 1, 2015 Council Meeting Vice Mayor Karlin requested the City Council allocate \$3,000 to help Garden Patch pay the cost of water, insurance, maintenance and supplies. She explained the Garden Patch was now eligible to apply for non-profit status as a 501(c)3 and intended to submit an application this coming year. As a 501(c)3, the Garden Patch would be in a better position to solicit donations to be used to offset the cost of operating the gardens. The City Council agreed to fund this request for this fiscal year to help bridge the funding gap while they obtained approval of the 501(c)3. They agreed to re-evaluate the funding during the next budget cycle and the Garden Patch's progress toward the establishment of their 501(c)3 status. Council directed staff to amend the lease agreement.

**DISCUSSION:**

The amendment to the current Garden Patch Lease Agreement allows the City of Avondale to give a one time contingency fund of \$3000.00 to the Garden Patch. The monies allocated would allow the insurance, maintenance, water and supplies be paid for by the Garden Patch without causing hardship non-profit organization.

**BUDGET IMPACT:**

Funds in the amount of \$3,000 will be transferred from the FY 2015-16 GF Contingency Fund, Line Item No. 101-5300-00-9900 to the City Council Other Professional Services 101-5000-00-6180.

**RECOMMENDATION:**

Staff recommends that the City Council approve an Amendment to the Lease Agreement between the City of Avondale and the Garden Patch, an Arizona Non-Profit Corporation, to provide a one-time allocation of \$3,000, approve the transfer of funds from the Contingency fund and authorize the Mayor or the City Manager and the City Clerk to execute the appropriate documents.

**ATTACHMENTS:****Description**

[Lease Agreement - First Amendment](#)

**FIRST AMENDMENT  
TO  
LEASE  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE GARDEN PATCH**

THIS FIRST AMENDMENT TO LEASE (this “First Amendment”) is entered into as of July 6, 2015, by and between the City of Avondale, an Arizona municipal corporation (the “Landlord” or the “City”), and The Garden Patch, an Arizona non-profit corporation (the “Tenant”).

RECITALS

A. The Landlord and Tenant entered into a Lease Agreement, Contract No. 13091C dated September 20, 2010, as extended (the “Lease”) for the Tenant to lease the Real Property to operate the Community Garden and administer the Community Service. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Lease.

B. Landlord has determined it is in the City’s best interests to facilitate the Community Service by providing one-time contingency funds to the Tenant to assist with the costs of water, insurance, maintenance and supplies (the “Contingency Funds”).

C. Landlord and Tenant desire to enter into this First Amendment to (i) extend the term of the Lease, (ii) provide for the payment of Contingency Funds to the Tenant and (ii) amend the terms and conditions of the Lease.

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 Landlord and Tenant hereby agree as follows:

1. Term. The Lease is hereby extended and shall remain in full force and effect from August 2, 2015, through and including August 1, 2016 (“FY 15-16”).

2. Contingency Funds. During FY 15-16, the City shall provide the Tenant with Contingency Funds in the amount of \$3,000.00.

3. Operation and Administration. Operation and administration of the Community Garden and the Community Service shall be the sole responsibility of the Tenant and its volunteers. Except for payment of the Contingency Funds provided in Section 2 above, the City

will not provide Tenant with City staff time or City resources to support the operation or administration of the Community Garden or the Community Service.

4. Notice. Section 21 of the Lease is hereby amended as follows:

21. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; OR (iii) given to a recognized and reputable overnight delivery service, to the address set forth below ~~or (iv) delivered by facsimile transmission to the number set forth below:~~

If to Landlord: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
~~Faeximile: (623) 333-0100~~  
Attn: ~~Charles P. McClendon~~ DAVID W. FITZHUGH,  
City Manager

WITH COPY TO: GUST ROSENFELD P.L.C.  
ONE EAST WASHINGTON STREET, SUITE 1600  
PHOENIX, ARIZONA 85004-2553  
ATTN: ANDREW J. MCGUIRE, ESQ.

If to Tenant: The Garden Patch  
12705 West Virginia Avenue  
Avondale, Arizona 85392  
~~Faeximile: (480) 517-8119~~  
Attn: Peter Conden

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) five business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage; OR (iii) 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 (iv) 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.

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







## CITY COUNCIL AGENDA

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**SUBJECT:**

Salt River Project Land Use License

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council

**FROM:** Cindy Blackmore, Public Works Director, 623-333-4410

**THROUGH:** David Fitzhugh, City Manager

**PURPOSE:**

Staff is requesting that Mayor and Council approve a Land Use License (License) between the City of Avondale and Salt River Project (SRP) to use Licensed Property for ingress and egress and for the installation, operation, maintenance, and/or removal of City-owned equipment and materials related to SRP's wellsite and the City's water system.

**BACKGROUND:**

The City of Avondale has entered into several agreements with SRP over the years. The Water Delivery and Use Agreement dated December 14th, 1994 allows for the delivery and use of SRP water supplies on entitled lands. It also allows for SRP wells to be directly connected to the City's water system.

In August of 2003 the City of Avondale entered into a Paired Well Agreement with SRP for installation of a production well (Well 17) to be located at the City's Garden Lakes Booster Station. The well and the property it is located on is owned, operated, and maintained by Salt River Project. However, the City is responsible for reimbursement of its share of the operations and maintenance costs.

**DISCUSSION:**

The current Agreements do not allow for City staff to enter the SRP property for the purposes of installation, operation, maintenance, and /or removal of City owned equipment and materials. The subject License will allow the City to use Licensed Property for ingress and egress and for the installation, operation, maintenance, and/or removal of City-owned equipment and materials related to SRP's wellsite and the City's water system.

Additionally, since the SRP is a Federal Reclamation project, this License addresses the Rights of the United States. Specifically, the License is subject to the paramount rights of the United States of America in and to the Licensed Property, to all applicable federal, state, and local laws and regulations, Executive Orders, and federal Reclamation laws, regulations policies, directives, and standards, and to all relevant agreements existing and to be made between and among the United States, the SRP and the City. This includes the management, care, operation, and maintenance of the SRP Reclamation Project of which the Licensed Property is a part.

**BUDGET IMPACT:**

There are no additional budgetary impacts associated with the Land Use License.

**RECOMMENDATION:**

Staff recommends that Mayor and Council approve a Land Use License (License) between the City of Avondale and Salt River Project (SRP) to use Licensed Property for ingress and egress and for the installation, operation, maintenance, and/or removal of City-owned equipment and materials related to SRP's wellsite and the City's water system.

**ATTACHMENTS:****Description**

[Land Use License - SRP](#)

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350  
P.O. Box 52025  
Phoenix, Arizona 85072-2025

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

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**LAND USE LICENSE**

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Maricopa County

R/W No. Agt.  
W\_\_\_\_\_C\_\_\_\_\_

For the consideration of One (\$1.00) Dollar and other valuable considerations, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, Licensor, hereby grants to the **CITY OF AVONDALE, an Arizona municipal corporation**, Licensee, a non-assignable, non-possessory, and non-exclusive Land Use License (“License”) to enter upon and use the real property described in Section 4, which is all situated in the County of Maricopa, State of Arizona (“Licensed Property”).

1. Licensee is permitted to use the Licensed Property for ingress thereto and egress therefrom and for the installation, operation, maintenance, and/or removal of Licensee-owned equipment and materials which include, but are not limited to, water treatment equipment and chemicals, discharge piping, electrical cabinets and infrastructure, control equipment, and pump valves and meters, for the purpose of connecting the Licensee’s water distribution system to the Licensor’s wellsite. This License supersedes and replaces all previous licenses between the parties for the Licensed Property entered into solely for the purpose set forth in this Section 1.

2. Rights of the United States.

2.1 This License is subject to the paramount rights of the United States of America (“United States”) in and to the Licensed Property, to all applicable federal, state, and local laws and regulations, Executive Orders, and federal Reclamation laws, regulations, policies, directives, and standards, and to all relevant agreements existing and to be made between and among the United States, the Salt River Valley Water Users’ Association (“Association”) and Licensor regarding the management, care, operation and maintenance of the Salt River Reclamation Project, of which the Licensed Property is a part. Association is the agent for Licensor.

2.2 In accordance with United States Bureau of Reclamation Directives and Standards, LND 08-01, Section 11(N), the United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. The United States will make every reasonable effort to keep damages to a minimum.

3. This License is also subject to, and governed by, that certain agreement between Association and Licensee captioned as the Water Delivery and Use Agreement (“WDUA”) executed on the 14<sup>th</sup> day of December, 1994. In the event of any conflict between this License and the WDUA, the WDUA shall control. This License is also subject to all prior use, activities, and operating agreements between the parties related to the Licensed Property not entered into solely for the purpose set forth in Section 1 and to those specific agreements listed on Exhibit A of this License. The Authorized Representatives, as appointed in accordance with the WDUA, may add or delete specific agreements listed on Exhibit A.

4. The Licensed Property, which may be one or more individual parcels, is listed on Exhibit B. The Authorized Representatives may agree to add or delete parcels, or amend descriptions of parcels, listed on Exhibit B.

5. This License is a “use authorization” as that term is used in the Code of Federal Regulations, Title 43, Part 429, and Licensor affirms it is authorized to issue a special use authorization in accordance with 43 C.F.R. § 429.5.

6. This License shall be subject to the following additional conditions:

6.1 Licensor shall retain the right to make any use of the Licensed Property not inconsistent with Licensee’s use, including but not limited to the right to construct, reconstruct, operate and maintain its existing and future, pump,

mechanical, electrical and telecommunication facilities within the Licensed Property.

- 6.2 In accordance with 43 C.F.R. § 429.28(a)(2), the United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the License or other damage to Licensee's activities or facilities.
- 6.3 Use of the Licensed Property, including, but not limited to, the installation, operation, relocation, or removal of equipment or the maintenance and inspection of Licensee's equipment located on the Licensed Property, shall be consistent with and subject to the terms and conditions of the WDUA.
- 6.4 Licensee's and Licensor's use of herbicides and other regulated substances, and Licensor's use of pesticides, on the Licensed Property shall comply with all applicable federal, state, and local requirements.
- 6.5 Licensee shall not use or permit the use of any pesticides on Licensed Property.
- 6.6 Prior to undertaking excavation work on the Licensed Property, Licensee shall satisfy the applicable notification requirements of A.R.S. § 40-360.22.
- 6.7 Licensor and Licensee shall comply with applicable OSHA and worker safety requirements when performing their respective activities on the Licensed Property.
- 6.8 Licensee shall immediately provide an oral notification to Reclamation's authorized official and/or Licensor of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on the Licensed Property. The Licensee shall follow up with a written report of its finding(s) to Reclamation's authorized official and Licensor within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this License. Licensee shall immediately cease the activity in the area of discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation's authorized official and Licensor before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official and Licensor shall be the responsibility of Licensee.
- 6.9 Licensee agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property

arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of Licensee.

6.10 Either party may terminate this License without cause upon not less than 360 days written notice, and this License is fully revocable at the discretion of the United States. The term of this License shall be twenty-five years from the date of execution and may be renewed upon the written agreement of the parties..

6.11 Upon the expiration, termination, or revocation of this License, Licensee shall remove all structures, equipment, or other improvements made by it from the Licensed Property at no cost to the United States or Licensor. Upon failure to remove any such improvements within one hundred and twenty (120) days of the expiration, termination, or revocation, any remaining improvements shall, at the option of the United States or Licensor, be removed or become the property of the United States or Licensor. Licensee shall pay all expenses of the United States or Licensor, or their assigns, related to the removal of such improvements. Should, however, the United States or Licensor determine that there is a project or public need for specific structures and/or equipment to remain in place, Licensee shall be compensated the market value of such improvements as determined by an appraisal prepared by the United States Secretary of the Interior.

## 7. Hazardous Materials

7.1 Licensee may not allow contamination or pollution of Federal lands, waters or facilities for which Licensee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants. Under this Section 7, Licensor and the United States, and their officers, employees, and agents, shall not be considered for any purpose to be third parties or Licensee's employees or agents.

7.2 Licensee shall comply with all applicable federal, state, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that Licensee uses, produces, transports, stores, or disposes of on or in Federal lands, waters or facilities.

7.3 "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation,

and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

- 7.4 Upon discovery of any event which may or does result in contamination or pollution of federal lands, waters or facilities, Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to Licensor. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment. Nothing in this Subsection 7.4 shall be construed to impose any duty or obligation on Licensee except to initiate necessary emergency measures to protect health, safety and the environment and to report such discovery and full details of the actions taken to Licensor.
- 7.5 Violation of Subsections 7.1 through 7.3 require immediate corrective action by Licensee and shall make Licensee liable for the cost of full and complete remediation and/or restoration of any federal resources or facilities that are adversely affected as a result of the violation.
- 7.6 Licensee agrees to include the provisions contained in Subsection 7.1 through 7.5 of this Section in any subcontract or third party contract it may enter into pursuant to this License; provided, nothing in this Section shall be construed so as to contradict or supersede any of the terms, conditions, or responsibilities related to Hazardous Materials as set forth in any of the agreements listed on Exhibit A.
- 7.7 Licensor shall ensure that Reclamation provides information necessary for Licensee, using reasonable diligence, to comply with the provisions of this Section.

8. Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

9. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon, pursuant to 41 U.S.C. § 22.

10. Any activity deemed to be illegal on the Licensed Property will be cause for immediate termination of this License.

IN WITNESS WHEREOF, the parties hereto have executed this License this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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# **Exhibit A**

**Exhibit A**

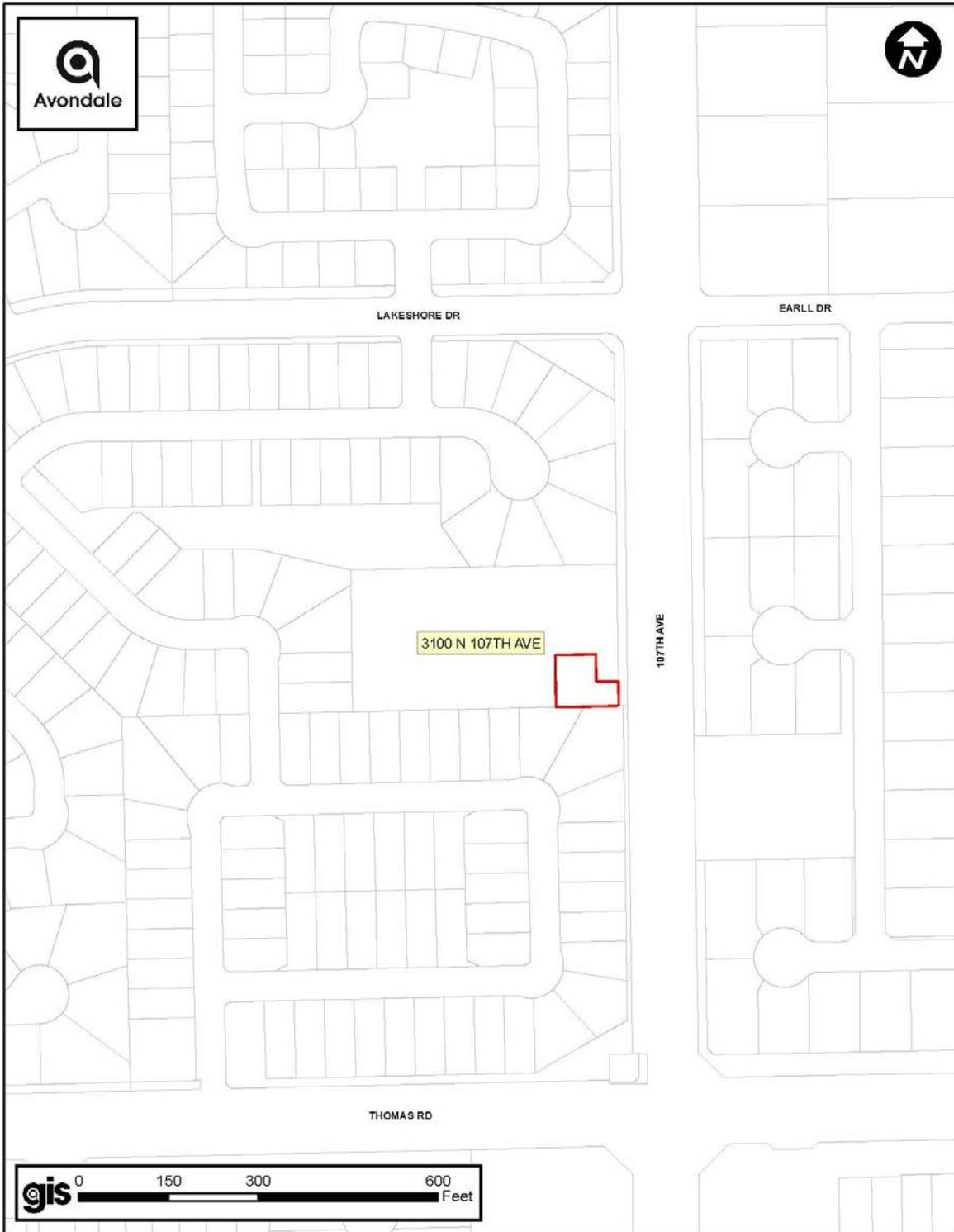
Agreement for the Design, Installation, and Construction of a New Paired Well Near SRP 1E-7N (NW Corner of 107th Avenue and Thomas Road), dated August 13, 2003.

## **Exhibit B**

## **Exhibit B**

“**Licensed Property**,” as used in this License, is limited to the real property within Maricopa County Assessor’s Parcel number 107-28-007V, which location is depicted on the map marked Exhibit B-1:

- SRP Well 7.1N – 1.0E (3100 N. 107<sup>th</sup> Avenue), ADWR Well Registration #55-201730: SRP direct connect well to Avondale’s Garden Lakes Water Treatment Facility.



PREPARED JUNE 2015 - GIS DIVISION OF INFORMATION TECHNOLOGY

## Exhibit B-1



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3262-715 Intergovernmental Agreement - Agua Fria Union High School District #216 for School Resource Officer Program

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council**FROM:** Dale Nannenga, Chief of Police (623) 333-7207**THROUGH:** David Fitzhugh, 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 2015/2016 school year and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

**BACKGROUND:**

In recent years the population increase in Avondale revealed school safety issues that have identified the benefit/need to maintain an SRO in the high schools located in Avondale. In 1994 the City of Avondale began to actively pursue alternative funding for the SRO program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRO's.

The proposed IGA establishes a funding agreement for the school year running from July 01, 2015 through June 30, 2016 for the Agua Fria High School and it provides for the 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 the students attending Agua Fria High School, which provides relief to officers who would otherwise handle these follow up investigations.

**BUDGET IMPACT:**

The Agua Fria Union High School District has committed financially 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 is \$79,268.
- The City's cost would be \$46,240 for the Agua Fria High School as the City of Avondale will pay 50% of the SRO's total salary and ERE for 10 months, and 100% of 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 (SRO) during the 2015/2016 school year and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

### **ATTACHMENTS:**

#### **Description**

[Resolution 3262-715](#)

**RESOLUTION NO. 3262-715**

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 and substance 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, July 6, 2015.

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Kenneth N. Weise, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3262-715

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216  
AND  
THE CITY OF AVONDALE  
FOR  
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of July 7, 2015, between the City of Avondale, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Agua Fria High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Agua Fria High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

A. The City shall provide SRO Services to the District at Agua Fria High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.

D. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

## SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Agua Fria High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Avondale Police Department supervisor before working on school-related overtime. The District

will not pay for any SRO Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training. The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provide SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District. No District or Agua Fria High School administrator shall interfere with an SRO's sworn law enforcement duties.

### SECTION III - GENERAL TERMS AND CONDITIONS

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

3.2 Term. The term of this Agreement shall be for one year from July 1, 2015 until June 30, 2016, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

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

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: David W. Fitzhugh, City Manager

With copy to: Gust Rosenfeld, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix Arizona 85004-2553  
Attn: Andrew J. McGuire, Esq.

If to the District: Agua Fria Union High School District  
1481 North Eliseo Felix Jr. Way, Suite 110  
Avondale, Arizona 85323  
Attn: Dr. Dennis Runyan, Superintendent

With a copy to: Udall Shumway, PLC  
1138 North Alma School Road, Suite 101  
Mesa, Arizona 85201  
Attn: Denise Lowell-Britt, Esq.

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

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

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

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional

boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation.”

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona  
municipal corporation

AGUA FRIA UNION HIGH SCHOOL  
DISTRICT NO. 216, an Arizona school district

By: \_\_\_\_\_  
Kenneth N. Weise, Mayor

By: \_\_\_\_\_  
Dr. Dennis Runyan, Superintendent

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

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

ATTEST:

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

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

\_\_\_\_\_  
Denise Lowell-Britt, Attorney for the District

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

EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216  
AND  
THE CITY OF AVONDALE  
FOR  
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

## **AVONDALE POLICE DEPARTMENT SRO PROGRAM**

### **I. Introduction.**

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

### **II. Mission and Values.**

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

**A. Mission - “Serving with Honor”:** The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

#### **B. Values:**

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “professional staff” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

### **III. Goals.**

#### **A. To reduce incidents of school violence:**

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as morning, lunch, assemblies and after school.

#### **B. Reduction of criminal offenses committed by students.**

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

**C. Establish positive rapport with students and parents.**

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

**D. Establish positive rapport with teachers, staff and administrators.**

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

**IV. Organizational Structure.**

**A. Supervision:** The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

**B. SRO Accountability:** The Agua Fria High School Principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct-related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

**V. Procedures.**

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with Agua Fria High School administrative matters that are not criminal offenses.

- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with Agua Fria High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

## **VI. SRO Selection.**

### **A. Recommended Qualifications:**

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

### **B. SRO Duties Include:**

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school-related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

## **VII. SRO Role.**

The School Resource Officer has three basic roles:

### **A. Law Enforcement Officer:**

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

### **B. Law-Related Educator:**

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Agua Fria High School Principal or designee:
  - a. Total hours of LRE classroom instruction
  - b. LRE topic and law enforcement
  - c. Teacher name and subject of each class where an LRE lesson is taught
  - d. Total hours of Law Enforcement/Probation activity
  - e. Time spent per LRE lesson
  - f. Total time spent off campus

### **C. Positive Role Model:**

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

### **VIII. SRO Supervisor Role:**

The SRO Supervisor's responsibilities include, but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.

- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

**IX. School District Role:**

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

**A. District Level:**

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

**B. Building Level Administration:**

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

**C. Teacher:**

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

**X. The Performance Evaluation**

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in

meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

## **XI. Law-Related Education (LRE)<sup>1</sup>**

**A. LRE Defined.** Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

**B. Possible Benefits.** Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

**C. Process.** The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,

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<sup>1</sup> Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

## **WEBSITES**

Arizona Department of Education

[www.ade.az.gov](http://www.ade.az.gov)

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education

<http://www.azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids

[www.lawforkids.org](http://www.lawforkids.org)

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)

<http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE

<http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe

[www.keepschoolssafe.org](http://www.keepschoolssafe.org)

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

[www.nasro.org](http://www.nasro.org)

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)

[www.asroa.org](http://www.asroa.org)

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center

[www.dropoutprevention.org](http://www.dropoutprevention.org)

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools

[www.nwrel.org](http://www.nwrel.org)

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center

[www.nssc1.org](http://www.nssc1.org)

Clearinghouse for school safety information.

National Youth Gang Center

[www.iir.com/nygc](http://www.iir.com/nygc)

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention

[www.ojjdp.gov](http://www.ojjdp.gov)

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)

[www.crf-usa.org](http://www.crf-usa.org)

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)

[www.abanet.org](http://www.abanet.org)

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc.

[www.streetlaw.org](http://www.streetlaw.org)

Offers program training and program development in law-related education.



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3263-715 Amendment 1 to Intergovernmental Agreement with ADOT

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council

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

**THROUGH:** David Fitzhugh, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing Amendment 1 to the Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the design, procurement, and construction of the sign management system project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On May 18, 2015, City Council approved Resolution 3250-515 – Intergovernmental Agreement with ADOT for the Development of a Traffic Sign Management System. This IGA was for Phase 2 of this project, which included the purchase and installation of signs, with a total cost of \$222,000. Because of the procurement issues at the state level, Phase I of the project, consisting of an inventory of signs within the City, will occur in FY 2016.

**DISCUSSION:**

The purpose of Amendment 1 to the IGA is to correct the funding source for the ADOT Project Management Design Review (PMDR) costs from “Local funds @ 100%” to “Federal funds @ 100%.” Additionally, Section II. Paragraphs 1.b. and 2.b., which reference the City paying the PMDR fee, have been deleted in their entirety.

**BUDGET IMPACT:**

There is no financial impact.

Funding for this Project is already included in the proposed budget for FY 2015-16 under the One Time Project Fund Line Item 322-1349-00-8420, Avondale Sign Management System and Sign Upgrade, in the amount of \$222,000. The State will reimburse the City 100% of design, procurement, and/or construction costs within 30 days of receipt of invoice and approval of invoice under the original Agreement.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing Amendment 1 to the Intergovernmental Agreement between the City of Avondale and ADOT for the design, procurement, and construction of the sign management system project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Description

[Resolution 3263-715](#)

**RESOLUTION NO. 3263-715**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE INSTALLATION OF A TRAFFIC SIGN MANAGEMENT SYSTEM.

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

SECTION 1. Amendment No. One to the Intergovernmental Agreement with the State of Arizona, Department of Transportation, relating to the purchase and installation of traffic control devices (the “Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, July 6, 2015.

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Kenneth N. Weise, Mayor

ATTEST:

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Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3263-715

[Amendment]

See following pages.

ADOT File No.: IGA/JPA 14-0004646-I  
Amendment No.: One 15-0005362- I  
AG Contract No.: P00120143419  
Project: Sign Management System &  
Sign Upgrade  
Section: Within City Limits  
Federal-aid No.: AVN-0(217)T  
ADOT Project No.: SH62701C  
TIP/STIP No.: AVN15-102, AVN16-  
410, AVN17-470  
CFDA No.: 20.205 - Highway Planning  
and Construction  
Budget Source Item No.: N/A

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF AVONDALE**

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One")**, entered into this date \_\_\_\_\_, 2015, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City, acting by and through its Mayor and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 14-0004646-I, A.G. Contract No. P00120143419, was executed on 05-28-2015,(the "Original Agreement");

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

**WHEREAS**, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

**NOW THEREFORE**, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One changes the PMDR costs to 100% Federal. The Parties desire to amend the Original Agreement, as follows:

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**I. RECITALS**

**Section I. Paragraph 7., is revised, as follows:**

**SH627 01D PMDR (Project Management Design Review Costs)**

**Federal funds @ 100% \$ 30,000.00**

**II. SCOPE OF WORK**

**Section II. Paragraphs 1. b. and 2. b. are deleted in their entirety.**

**EXCEPT AS AMENDED** herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

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**THIS AMENDMENT NO. ONE** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. One the day and year first above written.

**CITY OF AVONDALE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**KENNETH N. WEISE**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
ITD Director

ATTEST:

By \_\_\_\_\_  
**CARMEN MARTINEZ**  
Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3264-715 - Grant Agreement with  
First Things First Southwest Maricopa Regional  
Partnership Council

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council**FROM:** Stephanie J. Small, Neighborhood and Family Services Director- 623-333-2711**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt the resolution authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive \$175,000 in funding for the provision of services to families with children under five years of age and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

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

**DISCUSSION:**

The scope of work for the grant addresses the priority areas of the Regional Council and enhances the services provided out of the Care1st Avondale Resource and Housing Center. The Center connects families to services that support parents, early childhood care and education, housing and health services. Avondale staff provide information and referrals for families and also conduct outreach efforts to educate the public and organizations that serve families at the Center. Other agencies serving families are invited to use the community training room and to locate a satellite office in the Center whenever possible. In addition, health insurance enrollment and early literacy and child development services are offered at the Center through a subgrant with community-based organizations.

The grant agreement provides an award amount of up to \$175,000. A subgrant of approximately \$45,000 will be provided to extend the contract with a non-profit organization to conduct on-site health insurance enrollment. In addition, a early childhood programming services will be conducted with community organizations for approximately \$30,000. The remaining funds will be used to support staff costs and to supplement operational revenues.

**BUDGET IMPACT:**

No matching funds are required to receive this grant, and the General Fund will not be impacted.

**RECOMMENDATION:**

Staff recommends that the City Council adopt the resolution authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive \$175,000 in funding for the provision of services to families with children under five years of age and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:****Description**

[Resolution 3264-715](#)

**RESOLUTION NO. 3264-715**

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

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

SECTION 1. The Grant Agreement with the First Things First Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the “Agreement”) is hereby approved in substantially the form and substance 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 cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, July 6, 2015

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Kenneth N. Weise, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3264-715

[Agreement]

See following pages.

## Grant Agreement Summary

**GRA Number:** GRA-RC007-16-0757-01

**Region/Funding Source:** Southwest Maricopa Regional Partnership Council

**Applicant Information:**

City of Avondale  
Stephanie J. Small  
[ssmall@avondale.org](mailto:ssmall@avondale.org)  
623-333-2711

**Strategy:** Family Resource Center

**Amount Available for Award:** \$175,000

**Target Service Units:**

- Family Resource Centers
  - 5,000 families received referrals to services
- Parent Outreach and Awareness
  - 60 workshops conducted
- Health Insurance Enrollment
  - 1500 families served
- Developmental and Sensory Screening
  - 75 children received screening
  - 75 developmental screenings conducted
  - 75 vision screenings conducted
  - 75 hearing screenings conducted

**Brief Description:**

The intent of Family Resource Centers, a promising practice strategy, is to serve as a community hub for connecting 2,500 families with children birth to age 5 to information, resources, and services; 75 Developmental and Sensory Screenings for children birth to five; and Health Insurance Outreach and Enrollment strategy to serve 700 families of children birth through age 5 to receive assistance with enrollment, retention and renewal of affordable health insurance. The expected results are improved parenting skills and social supports for families; increased knowledge of child development; and support for their child's school readiness.

**Grant Term/Estimated Start Date:**

The estimated grant term is July 1, 2015 through June 30, 2016, unless terminated, cancelled or extended.

**Contact Information:**

Annette Garcia Bourne  
Fiscal Specialist  
First Things First  
Email: [angarcia@aztf.gov](mailto:angarcia@aztf.gov)  
Phone: (602) 771-5089

# GRANT AGREEMENT

GRA-RC007-16-0757-01

Between The  
**Arizona Early Childhood Development and Health Board**  
**Southwest Maricopa Regional Partnership Council**  
**(First Things First)**  
And  
**City of Avondale**  
**(Grantee)**

## I. Purpose

The intent of Family Resource Centers, a promising practice strategy, is to serve as a community hub for connecting 2,500 families with children birth to age 5 to information, resources, and services; 75 Developmental and Sensory Screenings for children birth to five; and Health Insurance Outreach and Enrollment strategy to serve 700 families of children birth through age 5 to receive assistance with enrollment, retention and renewal of affordable health insurance. The expected results are improved parenting skills and social supports for families; increased knowledge of child development; and support for their child's school readiness.

## II. Term, Renewal

The term of this Agreement is July 1, 2015 through June 30, 2016. The parties may renew this Agreement for up to two (2) additional twelve (12) month extensions (including lesser parts thereof).

## III. Description of Services

- A. The recent rapid increase in the population of young children in the Southwest Maricopa region and a projected increase in births in Maricopa County will likely lead to an increased demand for services and resources for young children and their families in the coming years. On average, young children in the region are uninsured at rates similar to the state and county levels. Given high child poverty rates in the region, many of these uninsured children may qualify for publically-funded health insurance. Parents may be more likely to be out of work or hold jobs without health insurance benefits. Parents in this community may also be unaware of health insurance options for their U.S. citizen children.
- B. Family Resource Centers support families of young children by providing access to information and education addressing a variety of child development and health topics, and by bringing together services and activities that educate, develop skills and

promote stability within families. These community and school-based centers are designed with the flexibility to respond to the wide spectrum of needs of the community and reach diverse families, while working collaboratively with all early childhood partners to bring together resources and supports in an integrated service delivery system that is accessible and responsive.

- C. Families with children birth through age 5 in Avondale and the surrounding communities.

#### **IV. GRANTEE'S Responsibilities**

The Grantee shall:

- A. Prior to entering into this Agreement, have completed and submitted to First Things First for review and approval the following forms and documents:

1. Agency/Organization Profile
2. Program Personnel Table/Program Organization Chart
3. Required Narrative Responses
4. Implementation Plan
5. Line-Item Budget and Budget Narrative
6. Funding Sources and Financial Controls

The completed forms and documents comprise part of this Agreement.

- B. Complete the Program(s) and Implementation Plan described in Section IV.A. In providing these services, the Grantee shall act in accordance with its Program Questions and Narrative Responses and the approved budget as well as the following First Things First documents: the Scope of Work (Exhibit A), Guidance Materials (Exhibit B), and the Data Security Guidelines and Requirements for Collaborators (Exhibit C). Submission is required by **April 13, 2016**.
- C. Coordinate and collaborate with all First Things First grant recipients, as collaboration is critical to developing a seamless service delivery system for children and families.
- D. Submit timely the reports described in Section VI.

#### **V. Reimbursement/Payment**

- A. First Things First shall pay the Grantee on a cost-reimbursement basis for expenses approved in the budget, up to \$175,000, on the terms described in this Section.
- B. Payment is conditioned upon receipt by First Things First of timely, accurate and complete (i) reimbursement documents, (ii) Program Narrative Reports and (iii) Data Submission Reports submitted via the First Things First Partner Grant Management System (PGMS). Payments shall be made only for those services performed or goods received.

- C. The Grantee shall submit reimbursement requests at least quarterly, though not more frequently than monthly. **The Grantee shall submit a final reimbursement request marked “final” no more than forty-five (45) days after the Agreement end date.** Expenses eligible for reimbursement must be paid, accrued or obligated by the Grantee by the Agreement term end date. Final payment shall be contingent upon receipt of all fiscal, programmatic, and data reports required of the Grantee under this Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement end date will not be paid.
- D. Funds provided to the Grantee under this Agreement shall only be used to fulfill the Grantee’s responsibilities under this Agreement. Any questions regarding the appropriate use of the funds shall be resolved by mutual agreement between the parties.
- E. If the Grantee receives reimbursement for expenditures that are disallowed by an audit exception by First Things First, the state or the federal government, the Grantee shall promptly repay the funds to First Things First.

**VI. Quarterly Program Narrative and Data Submission Reporting Requirements**

- A. At a minimum, the Grantee shall submit quarterly one Program Narrative Report and three Data Submission Reports (one per month) by the 20<sup>th</sup> of the month following the quarter via PGMS. Failure to submit timely reports will result in suspension of reimbursement. The reports shall contain such information as deemed necessary by First Things First.
- B. Program Narrative and Data Submission Reports are due:
 

1 <sup>st</sup> Quarter (July 1 - September 30)	Due: October 20
2 <sup>nd</sup> Quarter (October 1 - December 31)	Due: January 20
3 <sup>rd</sup> Quarter (January 1 - March 31)	Due: April 20
4 <sup>th</sup> Quarter (April 1 - June 30)	Due: July 20
- C. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee shall collect, store and report the data for the Data Submission Reports separately for each region served.

**VII. General Terms**

- A. FTF Grants Uniform Terms and Conditions. First Things First’s Grants Uniform Terms and Conditions (revision date January 2015) are hereby incorporated by reference into this Agreement as if fully set forth herein. Copies of this document are available at <http://www.azftf.gov/WhatWeDo/Funding/Pages/Eligibility.aspx> (under Eligibility), by emailing [grants@azftf.gov](mailto:grants@azftf.gov) or by calling the First Things First Procurement Specialist, at 602-771-5114.

- B. Working on Sovereign Tribal Land. If the Grantee performs any work under this Agreement on sovereign land of an Indian tribe or nation, the Grantee shall comply with any requirements set forth by the tribal government in relation to essential functions of the grant operation, including data collection. It is a material requirement of this Agreement that the Grantee follow all First Things First tribal policies and procedures including the Tribal Data Policy, complete all Institutional Review Board (IRB) requirements, obtain all appropriate parental consents and obtain appropriate tribal approvals as designated by tribal authorities.
- C. Non-Discrimination. The provisions of State Executive Order 2009-09 are incorporated herein by reference. These provisions mandate, in part, that contractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee shall also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 – Equal Protection of the Laws for Faith-Based and Community Organizations.
- D. Records. Pursuant to A.R.S. § 8-1174, the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records (“records”) relating to the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State (including First Things First) and by an independent auditor at all reasonable times. Upon request, the Grantee shall produce any or all such records at First Things First’s main office in Phoenix, Arizona.

Notwithstanding the foregoing paragraph, pursuant to 2 C.F.R. § 200.333, if the grant includes federal pass-through funds, then the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all records pertaining to the federal pass-through funds for a period of three years from the date of submission of the final expenditure report and until any litigation, claims or audit findings involving the records have been resolved and final action taken. All such records shall be accessible and subject to audit in accordance with 2 C.F.R. § 200.336. This paragraph does not apply to a grantee, subgrantee or subcontractor that is a federal agency.

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

- F. Relationship of Parties. The Grantee under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party.

**VIII. Agreement Administration and Operations**

- A. Advertising, Publishing and Promotion of Agreement. The Grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.
- B. Acknowledgment of FTF Funding. The Grantee shall recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The Grantee shall make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Grantee shall also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.

The Grantee shall submit to First Things First via PGMS all print and electronic materials related to the programs and services funded under this Agreement before publicly distributing those materials so that First Things First may first review and approve the Grantee's compliance with this subsection. In consultation with First Things First, the Grantee shall revise the materials to meet First Things First's protocol and style requirements before publicly distributing the materials. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all materials prepared under this Agreement.

- C. Public Awareness Efforts. The Grantee shall consult with First Things First in the planning of public awareness/marketing strategies, such as websites, advertising or media campaigns, related to the programs or services funded under this Agreement.
- D. Property of the State. Any materials and data required to be collected, delivered or created under this Agreement, including but not limited to reports, computer programs and other deliverables, are the sole property of the State (First Things First). The Grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Grantee shall not use or release these materials without the prior written consent of First Things First.
- E. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Agreement and any related subcontract or subgrant ("Intellectual Property"), shall be work made for hire

and First Things First shall be considered the creator of such Intellectual Property. First Things First shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. The Grantee shall notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s) and subgrantee(s). The Grantee, on behalf of itself and any subcontractor(s) and subgrantee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Grantee or its subcontractor(s) and subgrantee(s) to any entity not the State without the express written authorization of First Things First.

## **IX. Indemnification**

- A. Not State Agency. This paragraph applies if the Grantee is not a department, agency, board, commission or university of the State. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) ("Claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor or any of its officers, officials, agents, employees or volunteers.
- B. Patent and Copyright. The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by the State of materials furnished or work performed under this Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if the Grantee is insured pursuant to A.R.S. § 41-621.
- C. Subcontractors. The Grantee shall contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees ("State") from and against any and all Claims (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the subcontractor or subgrantee or any of its owners, officers, directors, agents, employees or volunteers. This indemnity shall include any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the subcontractor or subgrantee to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the

subcontractor or subgrantee from and against any and all Claims. It is agreed that the subcontractor or subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**X. Insurance.**

The Grantee shall provide a Certificate of Self-Insurance. The Certification shall be sent directly to First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, Arizona 85012. If the Grantee is a department, agency, board, commission or university of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply.

In addition, the Grantee shall contractually require its subcontractors to procure and maintain until all of its obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the subcontractor and its owners, officers, directors, agents, employees, or volunteers. The insurance policies shall be in accordance with recommendations of the Risk Management Division of the Arizona Department of Administration and consultation with First Things First.

**XI. Termination Upon 30 Days Notice**

In addition to the termination provisions incorporated by reference, either party may terminate the Agreement for any or no reason by giving at least thirty (30) days written notice of termination to the other party. If the Grantee requests termination under this provision, the Grantee shall cooperate with reasonable requests from First Things First to decrease services and costs related to the Agreement.

**XII. Notices**

The Grantee shall address all notices related to this Agreement to:

First Things First  
Finance Division  
4000 N. Central Avenue, Suite 800  
Phoenix, AZ 85012

First Things First shall address all notices related to this Agreement to:

City of Avondale  
11465 W. Civic Center Drive  
Avondale, Arizona 85323

**XIII. Authority to Execute this Agreement**

Each individual executing this Agreement represents and warrants that he or she is duly authorized to do so.

**XIV. In Witness Whereof**

The parties hereto agree to carry out the provisions of this Agreement.

**FOR AND BEHALF OF  
CITY OF AVONDALE**

**FOR AND BEHALF OF THE  
Arizona Early Childhood Development  
And Health Board**

\_\_\_\_\_  
David Fitzhugh  
City Manager, City of Avondale

\_\_\_\_\_  
Josh Allen  
CFO/COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Grant Agreement Attachments and Exhibits

Attachment A	Agency/Organization Profile
Attachment B	Program Personnel Table/Program Organization Chart
Attachment C	Required Narrative Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget and Budget Narrative
Attachment F	Funding Sources and Financial Controls
Exhibit A	Overview of First Things First and Scope of Work
Exhibit B	Guidance Materials
Exhibit C	Data Security Guidelines and Requirements for Collaborators

### Agency/Organization Profile

**A. Agency/Organization:**

Program Name Care1st Avondale Resource Center

Agency City of Avondale

Contact Person Stephanie Small

Address 11465 West Civic Center Drive

Position Neighborhood & Family Services Director

Address

Email ssmall@avondale.org

City, State, Zip Avondale, AZ 85323

Phone 623-333-2711

County Maricopa

Fax 623-333-0270

Employer Identification Number 86-60000233

Agency Classification:  State Agency  County Government  Local Government  Schools

Tribal  Faith Based  Non Profit  Private Organization  Other

Have you previously conducted business with First Things First using this EIN?  Yes  No

*If not, or if there has been address or EIN changes, please go to <https://gao.az.gov/afis/vendor-information>, download the State of Arizona Substitute W-9 Form, and submit with your application.*

Congressional district (federal) in which agency provides most services: District # 7

Legislative district (state) in which agency provides most services: District # 12, 13, 23

*Go to <http://www.azredistricting.org> and click on Final Maps to identify your congressional and legislative district*

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ 1,320,364 (inclusive of Neighborhood & Family Services Department only)

Agency's fiscal year-end date: June 30

Agency's accounting method:  Cash  Accrual

Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F?  Yes  No

Contact information for firm conducting agency audit:

Audit firm: Henry & Horne

Address: 1115 E. Cottonwood Lane, Ste. 100, Casa Grande, AZ 85122-2950

Phone: 520-836-8201

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

Amount requested: \$175,000

Service area of proposed program: Southwest Maricopa County

Target population of proposed program: Families with children 0-5 years of age

**Family Resource Centers:**

Number of families who received referrals to services: 5000

**Parent Outreach and Awareness:**

Number of workshops conducted: 60

**Health Insurance Enrollment:**

Number of families served: 1500

**Developmental and Sensory Screening:**

Number of children receiving screenings: 75

Number of developmental screenings conducted: 75

Number of vision screenings conducted: 75

Number of hearing screenings conducted: 75

Please provide a brief description (250 words or less) of the proposed program, including service area and target population. This description may be used by First Things First for public information regarding the grant.

The Care1st Avondale Resource and Housing Center benefits residents in the Southwest Valley and surrounding areas. The first of its kind in the Southwest Valley, this multifaceted hub for human services was made possible by the innovative public and private partnership between Care1st Health Plan Arizona, Inc., First Things First and the City of Avondale. In operation since April 2009, the City provided the 6,000-plus-square-foot building facility, while Care1st provided funding for renovations and operations for the center and First Things First provided funding for programming and services for families with children 0 to 5 years of age. The non-profits are provided free space in the center in exchange for providing the much needed services in the Southwest Valley.

On a regular basis, the Center offers the following to families with children 0 to 5 years of age:

- Parenting classes related to social-emotional development, language and literacy, importance of child –parent interactions, supportive parenting skills, kindergarten preparation, child safety, and discipline
- Play groups
- Developmental, hearing, and vision screenings

- Support for pregnant and parenting teenagers
- Dental services
- Health insurance enrollment
- Women, Infants and Children (WIC)
- Referral assistance

There has been great growth of the Resource Center over the last 5 years. In 2011, the Center served 39,498 individuals and in 2014, 60,114 individuals were served. The Center's partnerships with other organizations has also grown from 12 in 2011 to over 25 in 2014. In 2011, there were 1,195 parents, caregivers, and children that attended workshops, classes, and events at the Center and in 2014, that increased to 4,037 parents, caregivers, and children.

**C. Contact Information:**

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

**Main Contact:** is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.

**Finance Contact:** is responsible for the submission of reimbursement requests through PGMS and will have access to budget and reimbursement information in PGMS.

**Program Contact:** is responsible for program implementation and will have access to the program and data reports in PGMS.

**Evaluation Contact:** is responsible for the program evaluation and data collection activities and will have access to only the data reports in PGMS.

PGMS Contacts		
<b>Main Contact</b>	Name: Stephanie Small	Email: ssmall@avondale.org
	Title/Position: Neighborhood & Family Services Director	Phone: 623-333-2711
	Physical Address (if different than the agency address):	
<b>Finance Contact</b>	Name: Gregory Luethje, CPA	Email: gluethje@avondale.org
	Title/Position: Senior Accountant	Phone: 623-333-2044
	Physical Address (if different than the agency address):	
<b>Program Contact</b>	Name: Jennifer Griffin	Email: jgriffin@avondale.org
	Title/Position: Resource Center Outreach Coordinator	Phone: 623-333-2761
	Physical Address (if different than the agency address): 328 West Western Ave, Avondale, AZ 85323	
<b>Evaluation Contact</b>	Name: Sheryl Steele	Email: ssteele@avondale.org
	Title/Position: Interim Family Services Manager/Resource Center Coordinator	Phone: 623-333-2751
	Physical Address (if different than the agency address): 328 W. Western Ave, Avondale, AZ 85323	

**Attachment B**

**Program Personnel Table**

In the following table, provide a list of all personnel or positions that will be fully or partially funded through the proposed program. For Key Personnel, include the name and position title; pertinent background and/or expertise that specifically relates to the program, including degrees, field of study, number of years in the field, and other qualifications that align with the Standards of Practice requirements; and their roles and responsibilities. If the position is to be hired (TBH), then describe the desired background/expertise/degrees and field of study. For all personnel, provide the Full Time Equivalent (FTE) for each position. *Example:*

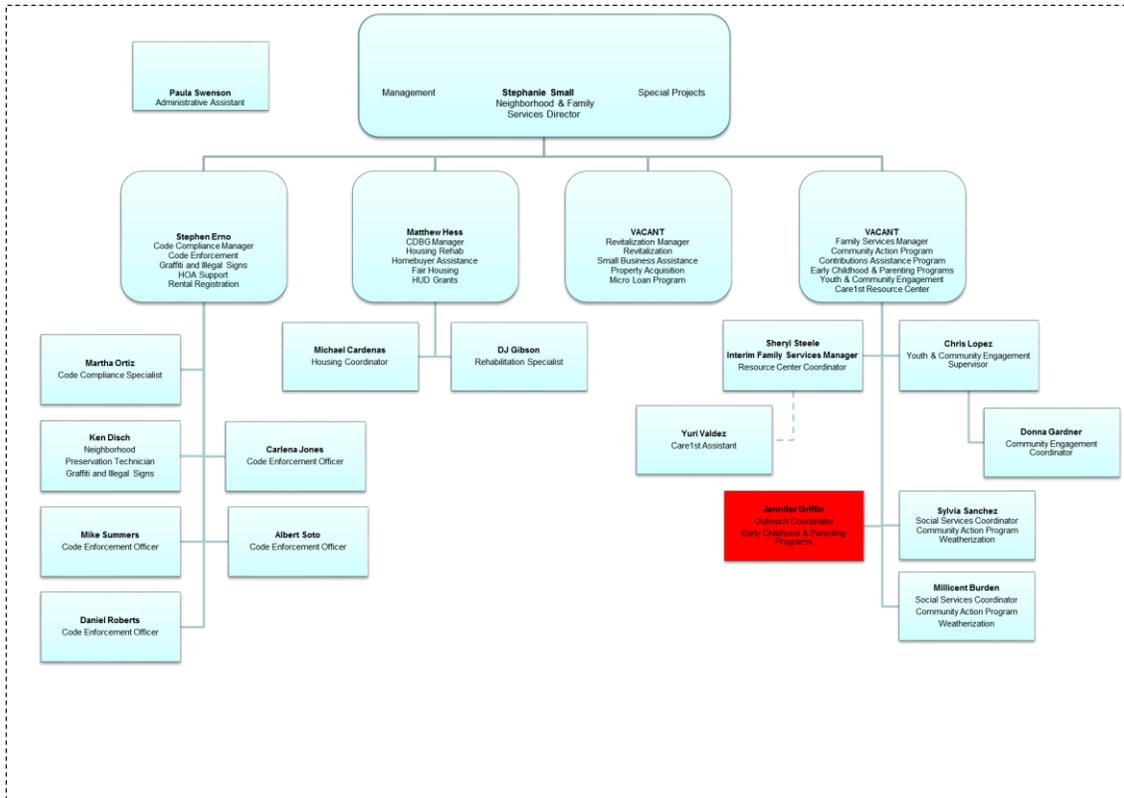
<b>Key Personnel</b> - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.			
<b>Name/ Position Title</b>	<b>Background/Expertise*</b>	<b>Key Roles and Responsibilities</b>	<b>FTEs funded through the program</b>
<i>Jennifer Griffin/ Resource Center Outreach Coordinator</i>	Jennifer Griffin holds a Bachelor of Science degree in Human Services and over 15 years of experience working with families with children under age 5. Jennifer’s experience includes work with the Healthy Families Program, Maricopa County Head Start Program, and currently is the Resource Center Outreach Coordinator at the Care1st Avondale Resource Center. Jennifer brings expertise in child development, parenting, children with special needs, advocating on behalf of families, and case management.	Conducts outreach to external agencies (non-profit, governmental, school districts, child care centers, etc.) providing services to families with children under age 5, with an emphasis on those funded by First Things First. Assures that external agencies are aware of the Family Resource Center and that staff at the Resource Center is familiar with the gamut of services available to families with young children. Develops and maintains regular system of communication with external agencies and facilitates use of the Center by those agencies. Works closely and in conjunction with a variety of community leaders, healthcare providers, educational institutions, and other organizations to develop and maintain strong understanding and support of program initiatives. Coordinates early childhood programming, parent resources and events at the Resource Center. Works with families with young children to access services through the Resource Center. Implements developmental and sensory screenings. Facilitates parent family referrals to First Things First-funded agencies and other agencies providing services to families with young children. Provides extra support for families with young children in special need of assistance in accessing services to support their	1.0.

		needs. Implements the Avondale Family Education & Resource Program.	
<b>Program Total:</b>			<b>1.0</b>

\* Resumes and/or job descriptions for **key personnel** may be requested at any time but unless otherwise indicated, they do not need to be submitted. If awarded and the program undergoes changes in staff, a Staff Change Notification form along with an updated version of this table will need to be submitted to First Things First within 14 days of the proposed change.

## Program Organization Chart

For all of the personnel or positions that will be fully or partially funded through the proposed program, provide a program organizational chart that illustrates the hierarchy of positions/responsibilities specific to the proposed program.



## Required Narrative Responses

Provide a narrative response that addresses the following items:

- a) Provide a description of the program being proposed.

### **Family Resource Center**

Funding provided by First Things First will be used to help support the Care1st Avondale Resource Center, a 6,000-plus-square-foot facility that helps connect Southwest Valley families to a wealth of human services. Funding will also be used to expand the services of the center, evaluate current services provided and assure that maximum return on investment is achieved for families with young children. It is expected that 5000 parents with children age birth to five years will receive resource and referral information and direct services provided at the Care1st Avondale Resource Center. Some of the services and referrals provided through resources center include the following.

- Parenting classes related to social-emotional development, language and literacy, importance of child –parent interactions, supportive parenting skills, kindergarten preparation, child safety, and discipline
- Play groups
- Developmental, hearing, and vision screenings
- Support for pregnant and parenting teenagers
- Dental services
- Assistance with renewals and applications for AHCCCS health care, nutrition assistance (SNAP), cash assistance (TANF), and Affordable Care Act.
- Women, Infants and Children (WIC)
- Referral assistance
- Support for in-home child care providers
- Supportive services for developmentally disabled children and adults and their families

Services are currently provided as required in the First Things First Family Resource Centers Standards of Practice. First Things First staff support will be utilized to maintain quality of services, identify additional agencies and continue proactive outreach of new services and increase awareness of families with young children. In addition, funds will be used to secure qualified contractors to provide early childhood and parenting workshops to families at the Care1st Avondale Resource Center.

Parent Outreach and Awareness will be provide families with children 0 – 5 years of age and pregnant women with access to information on child development, parenting skills, and resource and referrals in the community.

The following are the components for parent outreach and awareness:

- a. Parent Education Workshops – offered in collaboration with other First Things First grantees and other early childhood agencies. Topics will include: social-emotional development, language an dliteracy, parent-child interactions, supportive parenting skills, discipline, nutrition and child safety. Funding from this grant will be utilized for select programming is this area. All contractors will be subject to the First Things First Standards of Practice. It is expected that 60 workshops will be conducted for parent awareness and outreach on early childhood topics.
- b. Quarterly Family Events – There will be four different family events planned at the resource center. The events will coincide with the workshop offered that month. The events are a health & nutrition event, holiday event, celebration of reading event, and a safety event.
- c. Play & Learn Play Groups – weekly interactive parent-child play groups. Funding from this grant will be utilized for select programming is this area. All contractors will be subject to the First Things First Standards of Practice
- d. Developmental Screenings – Offered to children from 2 months through 66 months of age utilizing the Ages and Stages Questionnaires, Third Edition. Referrals are made to local school districts, Arizona Early Intervention Program, and/or pediatician if further evaluation is needed. Families receive education on their children’s development and information on community resources and programs. It is expected that 75 children will receive a developmental screening for FY16. AFERP will collaborate with Arizona Learning Institute for data collection on developmental screenings.
- e. Hearing/Vision Screenings – offered to children by AFERP staff who is a trained hearing and vision screener. Children are referred to pediatician for further evaluation if needed. . It is expected that 75 children will receive a hearing and vision screening for FY16. AFERP will collaborate with Arizona Literacy Institute for data collection on developmental screenings
- f. Referrals – AFERP staff will assist families with children ages 0-5 with referrals to community resources that assist the family’s needs. It is expected that 5,000 families with children ages 0-5 will receive referral information.

The Center staff has set a model of healthy parenting with partner agencies by offering training during monthly staff meetings to ensure First Things First Standards of Practice are being met within all services at the Center.

## Health Insurance Enrollment

The current vendor, Helping Families In Need, provides public health insurance enrollment assistance to over 1,500 families annually at the Care1st Avondale Resource Center. Helping Families In Need was selected utilizing approved practices as outlined by the First Things First Health Insurance Outreach and Application Assistance Standards of Practice and in compliance with City of Avondale procurement procedures. The intended target population of this funding opportunity is the population of families with children ages birth through five who are likely to qualify for public health insurance, yet are currently underserved. Additionally, the targeted population will include underserved populations or underserved geographic locations, focusing specifically on families up to 200 percent of the Federal Poverty Level. This strategy targets all families with children ages birth through five, as well as health professionals who serve families with children in this age range throughout the Southwest Maricopa region. The vendor currently works to identify families who might be eligible for these services, providing information and education to families regarding the availability of the programs, and/or assisting families to complete the Health-E-Arizona application or completing the renewal process. Helping Families In Need identifies and provides direct outreach and information to potentially eligible families. Helping Families in Need also encourages and assists families to renew their enrollment on time to prevent a gap or complete loss in health insurance coverage. This contract is scheduled to expire in June 2015 and is renewable for up to four successive one-year terms per Professional Services Agreement. The Neighborhood & Family Services Department intends to continue health insurance enrollment as a service through the Care1st Avondale Resource Center for FY16.

b) Provide a description of the following related to the target population to be served by the proposed strategy:

- How the program will specifically address the target population identified in this agreement. How the Target Service Number based on the Unit of Service(s) included in the Scope of Work (Exhibit A) will be achieved.

Programming and resource and referral services provided by the Care1st Avondale Resource Center will target families in the Southwest Maricopa Region (including Avondale, Buckeye, Gila Bend, Goodyear, Litchfield Park, Tolleson and Tonopah) with a specific emphasis on families with children age birth through five. In addition, the Care1st Avondale Resource Center will continue to function as a regional hub for early childhood services and other social service providers. Services provided via the Care1st Avondale Resource Center are seen as vital to the Southwest Maricopa considering the demographics of the region.

Over the last decade, population growth took place at a rate of over 114%, making the city one of the fastest-growing in Maricopa County. Census 2010 confirmed a population of 76,238 residents and is projected to rise to

106,000 by 2020. Avondale's 2005-2009 demographic profile revealed that the minority population exceeded the national average by 45.5% and person and families living in poverty are at least 2% more than the national average (US Census 2009). Avondale is a fairly young city; the average age is 28.6, 8.2% less than the national average. Avondale has a 25% drop out rate with only 20% holding college degrees (U.S. Census, 2005-2009).

The Arizona Department of Education 2010 AZ's Instrument to Measure Standard (AIMS) Results indicate that the percentage of school that are "Under Performing" in the Southwest Maricopa Region at 15.6% is significantly greater than the state average of 1.9%

Data provided by the U.S. Census Bureau, American Community Survey indicates that Southwest Maricopa (10.7% based on the three largest cities in the region) has a significantly higher percentage of population of children under age 4 than both the state (7.9%) and national (6.9%) averages.

The City of Avondale is projecting to provide 8,000 information and resource referrals to families with children 0-5 years of age through various activities at the Care1st Avondale Resource Center and community events. Also, the Resource Center is projecting insurance enrollment to 1,500 families with children 0-5 years of age through its contract with a qualified vendor.

- How the program will meet the needs of the targeted population in terms of being culturally competent, linguistically appropriate, age appropriate and gender responsive.

The Resource Center strategy has proven to be a culturally appropriate strategy for the delivery of educational opportunities, resources, and links to other services for healthy child development. All partners housed at the Avondale Care1st Resource Center are encouraged to have capacity to deliver program content, outreach and services for Spanish-only speaking clientele. Additionally, resource center management and Neighborhood and Family Services Department staff are available when additional support and translation may be necessary. When appropriate, service deliver modes are adjusted to meet the needs of population being serviced. This may include one on one consultation, small group settings or informal informational events.

- How recruitment and outreach efforts, and engagement and retention practices will be employed in this program for the targeted population.

The Resource Center staff has worked diligently to network with schools, churches, non-profit agencies and other community organization to for the purpose of outreach, recruitment and retention. Regularly scheduled information and community health fairs, networking events and targeted outreach have also proven to be effective means for marketing the resources and services available through the Care1st Avondale Resource Center. Outreach efforts will also focus on surrounding areas such as Goodyear and Litchfield Park by targeting those areas through community events and building relationships with the libraries and the local YMCA. Staff employ monthly newsletters and emails to families to continue to work on outreach, engagement, and retention of families. To ensure families have adequate access to the center, programming will focus on days, afternoons, and evenings to allow more families the opportunity to participate. The Resource Center is open Monday – Thursday from 8:00 am – 7:00 pm and on Friday from 9:00 am -5:00 pm. The Resource Center is open on weekends for programming as needed.

- c) Identify capacity or infrastructure building which will be needed to provide the proposed program, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance.

The Care1st Avondale Resource Center is currently operational with all necessary agreements and partnerships in place. The current agreement with Helping Families in Need, the health insurance enrollment partner, will be in effect until June 2015. Prior to expiration, this contract will be renewed to ensure continuity of service. In addition, there is also a current agreement with New Directions Institute for Infant Brain Development to provide developmental play groups at the Center; this contract is renewable for up to the next four years. Additional partnerships will be sought with new First Things First – funded service providers and other early childhood providers, and the staff will also seek to strengthen existing partnerships. At that time, we will seek training, and technical assistance, as needed.

- d) Identify barriers to providing the proposed program and plans for addressing these barriers.

There are currently no barriers to continuing the proposed Resource Center.

- e) Describe plans to recruit and locate personnel within the geographical region of the provided program that meet the staff qualification standard detailed in the Standards of Practice, and are linguistically appropriate and culturally responsive for the population to

be served. If there is anticipated difficulty in hiring qualified personnel, include a plan and timeline for supporting staff to meet the qualification standard.

Currently, appropriate staff is in place to continue excellent services. The most common language spoken other than English is Spanish. Currently, there is several staff available in the Neighborhood & Family Services Department who are fluent in Spanish and English, and one is currently full-time staff at the Resource Center. The two front desk staff are also fluent in Spanish and English. In rare situations when bilingual staff is unavailable, the partnering agencies have been able to assist with translation. In addition, the Neighborhood & Family Services strives to provide services in a culturally sensitive manner and seeks partners with the same philosophy. Helping Families in Need staff are from the area and come from the same population we are seeking to serve through the Resource Center.

- f) Describe steps that will be taken to promote collaboration with the Family Resource Center network.

The Care1st Avondale Resource Center has been a part of the collaboration with the Family Resource Center Network from its inception. The current Resource Center Coordinator attends the Family Resource Center Network and sub-committee meetings on a regular basis and will continue to collaborate with the network efforts.

- g) Describe the plan and resources necessary to meet FTF basic reporting requirements and maintain data securely and confidentially.

The City of Avondale collects daily service and referral data for families served with children ages birth through 5 years in an excel spreadsheet. This data is compiled and submitted to First Things First on a quarterly basis via the Partner Grant Management System (PGMS). These standardized reports capture monthly totals within each quarter and reflect the total number of families with children ages birth through five years that are provided services and referrals at the Care1st Avondale Resource Center. In addition to the Resource Center Data reports, the City of Avondale captures on outreach data and other services that are not required in the data PGMS, and includes this information in the First things First narrative report through PGMS quarterly. The Resource Center spreadsheet is kept secure and confidential allowing only authorized staff to log into the city system.

## Attachment D - Implementation Plan

The Implementation Plan should illustrate the critical activities in developing, initiating, and implementing the program. The following table should be expanded as necessary to include the activities that demonstrate effective program planning and implementation.

### Implementation Plan July 1, 2015 – June 30, 2016

Activities	Task	Person Responsible	Date Task Will Be Completed	Support Documentation
Continue providing referrals to families in need of services	Update referral info	Outreach Coordinator	ongoing	Participant database
	Update database	Outreach Coordinator	Ongoing	Quarterly Reports
	Track data	Outreach Coordinator	Ongoing	Quarterly Reports
	Provide resources and referrals as needed	Resource Center Coordinator/ Outreach Coordinator	Ongoing	Quarterly Reports
Renew contract with Helping Families In Need to provide Health Insurance Enrollment	Initiate Request for Legal Services process for contract renewal	Resource Center Coordinator	7/1/15	Quarterly Reports, signed contract
	Submit contract for signatures	Resource Center Coordinator	7/1/15	Quarterly Reports, signed contract
Conduct regular meetings with First Things First, Care1st and City of Avondale staff to coordinate efforts and to enhance communication with these major stakeholders.	Schedule and host meetings	Resource Center Coordinator	Monthly	Meeting Agenda, sign in sheet
Conduct outreach in the community to bring awareness of the Center's services	Attend events at Avondale School District, Kidfest, and other community events	Resource Center Coordinator/Outreach Coordinator	Ongoing	Quarterly Reports

## Attachment B

**Program Implementation Plan  
2015**

<b>Activities</b>	<b>Task</b>	<b>Person Responsible</b>	<b>Date Task Will Be Completed/Timeline</b>	<b>Support Documentation</b>
Partnership team conducts initial and ongoing monthly meetings to develop program plans, outreach strategies, resolve issues and propose quality improvement strategies	Schedule and host meetings	Resource Center Coordinator	Monthly	Attendance sheets
Renew contract with New Directions Institute to provide Play Groups	Initiate Request for Legal Services process for contract	Resource Center Outreach coordinator and Family Services Manager	7/1/15	Council report
	Submit contract for signatures	Resource Center Outreach coordinator and Family Services Manager	7/1/15	Quarterly report, signed contract
Recruit and provide early childhood programming at the center	Initiate partnerships with early childhood education providers	Outreach Coordinator	ongoing	Spreadsheets, reports, narratives
	Schedule early childhood programming in the center	Outreach Coordinator	ongoing	Spreadsheets, reports, narratives
	Review and evaluate work product as appropriate	Resource Center coordinator/Outreach Coordinator	ongoing	Spreadsheets, reports, narratives
	Secure contract with agencies to provide early childhood programming.	Resource Center Outreach coordinator and Family Services Manager	9/30/15	Spreadsheets, reports, narratives, signed contract
Attend cross regional meetings	Attend meetings	Resource Center Coordinator/Resource Center Outreach Coordinator	As scheduled	Attendance sheets
Attend statewide meetings	Attend meetings	Resource Center Coordinator/Resource Center Outreach Coordinator	As scheduled	Attendance sheets



## **Budget Narrative**

The purpose of the budget narrative is to provide more clarity and detail on the budget line items. The budget narrative should explain the criteria used to calculate the amounts entered in the line-item budget. The budget narrative should include all budgeted items and correspond directly with the proposed line-item budget.

**Personnel Services:** *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

**Outreach Coordinator:** This position is currently filled by Jennifer Griffin and represents 1.0 full-time equivalent (FTE) which will be fully dedicated to First Things First programming. This staff member's current hourly rate is \$23.17 for a total of \$48,194 annually. A total of \$49,649 is budgeted for next year which includes a 3.0% merit increase.

**Employee Related Expenses:** *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

**Outreach Coordinator:** Actual benefit costs were used to estimate expenses for the next grant period as no increases are anticipated. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of \$15,940. This amount is based on the City of Avondale calculation of employee related expenses.

The following staff members are in-kind and will not be funded through this grant; Stephanie Small, Neighborhood & Family Services Director and Sheryl Steele, Interim Family Services Manager/ Resource Cneter Coordinator.

**Professional and Outside Services:** *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

**Parent Outreach and Awareness Services:** A total of \$30,569 is budgeted for programming services of the delivery of early childhood workshops/play groups. The amount was determined based on past experience in hiring qualified consultants for services of a similar magnitude. The types of workshops include but are not limited to; play groups, early language and literacy, discipline, brain development, kindergarten readiness, and safety (ex. Raising A Reader, Love and Logic, Arizona Science Center, and Play groups). All contractors will be subject to the First Things First Standards of Practice.

**Travel:** *Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the program (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the program). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<https://gao.az.gov/travel/travel-information>) for both in-state and out-of-state travel.*

**Mileage for Local Travel:** Mileage was budgeted for approximately 100 miles per month for local travel at .445/mile not to exceed \$535 annually.

**Aid to Organizations or Individuals:** *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

**Health Insurance Enrollment:** A Request for Proposal for health insurance enrollment will be submitted at a similar level of this current year for \$45,000. The amount was determined based on past experience in hiring qualified consultants for services of a similar magnitude. Expenses will be based on the RFQ. The contractor must identify families who might be eligible for these services, provide information and education to families regarding the availability of the programs, and/or assist families in completing the Health-E-Arizona application or completing the renewal process.

**Other Operating Expenses:** *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

**Telephone/Communications Services:** Cell phone allowance is calculated at \$100 per month for 12 months for a total of \$1200. This amount is based on the City of Avondale calculation of cell phone stipend.

**General Office Supplies: Office/Janitorial Supplies:** Office and Janitorial supplies are calculated at approximately \$83 per month for 12 months for a total of \$1,000. This amount is based on the current actual costs for these supplies.

**Food: Events/Partner Meetings:** This line item will provide for meeting expenses primarily for community events, workshops, and networking meetings held at the Resource Center for a total of \$1,500. This allows for 4 events at a cost of approximately \$150 per event or a series of smaller events at a lower cost. Funds will also allow for partner/networking meetings expenses along with food and/or snacks for workshops.

**Advertising: Collateral Materials:** A total of \$3,000 is budgeted to purchase collateral materials for outreach of the Resource Center. This is based on the contracted rate with the printer under contract with the City of Avondale.

Printing/copying: A total of \$4,697 is budgeted for printing/copying costs for advertising programming which includes printing fliers and for the printing of Health insurance enrollment applications. This is based on the contracted rate with the printer under contract with the City of Avondale.

Professional Development/Staff Training: A total of \$1,000 is budgeted for registration fees for the First Things First Summit. The Neighborhood & Family Services Director, Family Services Manager, Resource Center Coordinator, and/or Outreach Coordinator will attend on behalf of the Resource Center.

Program Materials: A total of \$2,000 is budgeted to purchase program materials for participation in workshops, events and programs held in conjunction with child safety education and other early childhood programming. The funds will cover primarily books and home safety supplies items that will serve the dual purpose of encouraging participation, promoting child health, safety, and well-being.

Program Supplies: A total of \$2000 is budgeted to purchase program materials for participation in workshops, events and programs held in conjunction with the AFERP at the Resource Center. The incentives will cover primarily books and other literacy items that will serve the dual purpose of encouraging participation and promoting literacy.

Program Incentives: A total of \$1,000 is budgeted to purchase program incentives for participation in workshops, events and programs held at the Resource Center. The incentives will cover primarily books and educational items that will serve the dual purpose of encouraging participation and promoting literacy.

**Administrative/Indirect Costs:** *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

*Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.*

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

- Option A - Administrative Costs:** *with proper justification, grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

**OR**

**X Option B - Federally Approved Indirect Costs:** *If your agency/organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.*

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

### Funding Sources and Financial Controls

A. In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization has made or will make available to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.

Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount	✓ If used for match on this grant
Other: Care1st Health Plan	These funds support the operational costs of the Resource Center (ex. Electricity)	\$130,000	
<b>Total:</b>		\$130,000	

B. Describe the financial controls and accountability measures the agency/organization will employ for the proposed program.

The City of Avondale adheres to U.S. generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). City management has also established a comprehensive internal control framework for the City of Avondale to follow. The First Things First grant is accounted for in the City’s grant fund under its’ own division code. All First Things First grant activity is monitored closely by the management of the Neighborhood and Family Services department and the Financial Services department of the City of Avondale to ensure all applicable State and local laws and regulations are followed.

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

## Exhibit A – Overview of First Things First and Scope of Work

First Things First is designed to meet the diverse needs of children and families in Arizona communities. The statewide First Things First Board and Regional Partnership Councils in local communities across the state share the responsibility of ensuring that early childhood funds are spent on strategies that will result in improved development, health and education outcomes for young children.

Local Regional Partnership Councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school and set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders and philanthropists.

### **First Things First Strategic Direction**

First Things First's commitment to young children means more than only funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the First Things First Board and Regional Partnership Councils are to address one or more of the following Goal Areas to impact children birth to age five and their families:

- Improve the quality of early childhood development and health programs
- Increase the access to quality early childhood development and health programs
- Increase access to preventive health care and health screenings
- Offer parent and family support and education concerning early childhood development and literacy
- Provide professional development and training for early childhood development and health providers
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health

The First Things First Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show if Arizona is making progress in providing opportunity for young children to be ready for school and set for life. The strategies funded by First Things First work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The First Things First Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

### **School Readiness Indicators**

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.
- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.

- #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars.
- #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars.
- % of children with newly identified developmental delays during the kindergarten year.
- #/% of children entering kindergarten exiting preschool special education to regular education.
- #/% of children ages 2-4 at a healthy weight (Body Mass Index-BMI).
- #/% of children receiving at least six well child visits within the first 15 months of life.
- #/% of children age 5 with untreated tooth decay.
- % of families who report they are competent and confident about their ability to support their child's safety, health and wellbeing.

## **Scope of Work**

### **Statement of Need**

The recent rapid increase in the population of young children in the Southwest Maricopa region and a projected increase in births in Maricopa County will likely lead to an increased demand for services and resources for young children and their families in the coming years. Family Resource Centers offer training and educational opportunities, resources, and links to other services for healthy child development. They strengthen families of young children by providing information and instruction on health and child development issues. Family Resource Centers increase protective factors and capitalize on family strengths. Family Resource Centers work toward creating milieus that help increase protective factors, such as developing community connections, improving access to resources, reducing social isolation, improving parenting skills, and stabilizing families

On average, young children in the region are uninsured at rates similar to the state and county levels. Given high child poverty rates in the region, many of these uninsured children may qualify for publically-funded health insurance. Parents may be more likely to be out of work or hold jobs without health insurance benefits. Parents in this community may also be unaware of health insurance options for their U.S. citizen children. Therefore, access to health care may be a particular challenge despite the considerable health care resources in the region. Comprehensive services and outreach directed at these families will improve their health outcomes. Besides services needed as a direct result of poverty, such as food and housing assistance, additional behavioral health services may be needed to help support families dealing with the many stresses associated with poverty.

The Southwest Maricopa region has identified a continued need for community and school-based programming throughout the entire region and recognizes the continued challenges families with young children are facing. To this end, a full spectrum of service delivery methods are needed to address ongoing prevalence of early childhood, educational, health and parental development gaps. Reports of child abuse and neglect remain higher in this region than neighboring regions, therefore service mechanisms that also include positive parenting practices and improvements are also indicated.

## **Description of Strategy**

Family Resource Centers support families of young children by providing access to information and education addressing a variety of child development and health topics, and by bringing together services and activities that educate, develop skills and promote stability within families. These community and school-based centers are designed with the flexibility to respond to the wide spectrum of needs of the community and reach diverse families, while working collaboratively with all early childhood partners to bring together resources and supports in an integrated service delivery system that is accessible and responsive. Through the provision of referrals and linkages to community services, parenting education and skills development, Family Resource Centers contribute to the community building process by engaging local community organizations and local government in the identification and resolution of family and community concerns.

Family Resource Centers are promising approaches for addressing issues such as: child abuse and neglect, substance abuse, family violence, family stability, family isolation, family health, and educational outcomes (The California Family Resource Center Learning Circle, 2000). While a Family Resource Center model is considered to be a promising practice, the programs and services provided at Family Resource Centers may indeed be evidence based or evidence informed. Family Resource Centers support families by providing access to information and education addressing a variety of child development and health topics, and by bringing together services and activities that educate, develop skills and promote stability within families.

Family Resource Centers offer a variety of services for families so they can access information and education. These include: 1) Community Referral Services; 2) Parenting Skills Development and Support Services; and 3) Linkages to Key Services. Family Resource Centers are required to offer Community Referral Services, a library of resources and information families can access on their own through an electronic database or print format. Family Resource Centers are staffed with paraprofessionals to provide resource and referrals, answer questions about resources available in the community, and direct families to services and programs upon their requests.

In addition, Family Resource Centers have the option of offering Parenting Skills Development and Support Services, which provide parenting education opportunities for families that include a series of evidence based parenting education classes; parenting support groups; one-time family workshops; and, parent and child interaction groups. The Southwest Maricopa Regional Council is also requiring Health Insurance Enrollment and Developmental-Sensory Screening as a required component of this strategy.

Furthermore, it is the intent of the Regional Partnership Councils in Maricopa County to work collaboratively with existing and newly-funded Family Resource Centers to participate in the Family Resource Network. This collaboration will focus on the following: outreach and awareness of services and programming available to families with young children; improve the service and programs provided by the Family Resource Centers and family support specialists with a primary focus on resource and referral; and provide a forum for service providers to plan, coordinate and jointly implement programming for families. As part of this collaborative approach, Councils seek agencies which will actively participate in the network including meeting attendance and related functions throughout the duration of the grant term including renewal periods.

### **Applicable School Readiness Indicators**

Partners implementing this strategy will work collectively with First Things First to address the school readiness indicators below:

- % of children with newly identified developmental delays during the kindergarten year.
- % of families who report they are competent and confident about their ability to support their child's safety, health and wellbeing.

### **Applicable Goal Areas**

Partners implementing this strategy will work collectively with First Things First to address the goal areas below:

- Offer parent and family support and education concerning early childhood development and literacy
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health

### **Target Population and Geographic Area to Serve**

- Families with children birth to five
- Avondale and surrounding communities.

A map of the identified geographic area can be found at: <http://maps.azfff.gov/>

### **Target Service Units and Performance Measures**

A Target Service Unit (TSU) is a First Things First designated indicator of performance specific to each First Things First strategy and it is set by the Regional Council. It is composed of a unit of measure (e.g., participating adults) and a target number. The unit of measure can be a target population (e.g., participating adults), a product (e.g., books distributed) or a service (e.g., fluoride varnishes applied to children, ages 0-5) that a grantee is expected to serve as part of an agreement. The target number represents the actual number of service units proposed to be delivered during the contract year.

Performance Measures are (1) key indicators of performance (Target Service Units); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

For more specific information about the Target Service Units for this strategy, refer to the Guidance Materials section of this Agreement to find the link to the Target Service Unit Guidance Document.

The Target Service and Performance Measures for this strategy are:

**Target Service Units:**

For **Family Resource Centers**, the Unit of Service is:

**Number of families who received referrals to services: 5,000**

For **Parent Outreach and Awareness**, the Unit of Service is:

**Number of workshops conducted: 60**

For **Health Insurance Outreach and Enrollment**, the Unit of Service is:

**Families served: 1,500**

For **Developmental and Sensory Screening**, the Units of Service are:

**Number of developmental screenings conducted: 75**

**Number of vision screenings conducted: 75**

**Number of hearing screenings conducted: 75**

**Number of children receiving screening: 75**

**Performance Measures:**

For **Family Resource Centers**, the performance measures are:

**Number of families served/proposed service number**

**Number of families receiving navigator services**

Number of families with children (0-5 years) receiving information and resources

For **Health Insurance Outreach and Enrollment**, the performance measures are:

**Number of families served /proposed service number**

Number of people reached by public awareness activities

Number of families referred to other providers of low-cost or no-cost health care coverage

For **Developmental & Sensory Screening**, the performance measures are:

**Number of developmental screenings conducted/ proposed service number**

**Number of vision screenings conducted/ proposed service number**

**Number of hearing screenings conducted/ proposed service number**

**Number of children receiving screening/ proposed service number**

## Guidance Materials

All Standards of Practice and Target Service Unit (TSU) Guidance Documents can be accessed through the FTF Strategy Toolkit, located at <http://www.azftf.gov/pages/strategytoolkit.aspx>.

Links to the documents specific to this Grant Agreement are located below. There may be other documents that appear on the links but the documents required for this Grant Agreement are indicated below. For difficulty in accessing any of the documents, email the name of the document and the Grant Agreement number to [grants@azftf.gov](mailto:grants@azftf.gov) for assistance.

### Standards of Practice Documents Required for this Grant Agreement

**Family Resource Centers Standards of Practice:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=101>

**Health Insurance Outreach and Enrollment Standards of Practice:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=101>

**Developmental and Sensory Screening Standards of Practice:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=80>

**Requirements for On-Site Child Care:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=101>

**Suspected Child Maltreatment - Mandated Reporting Policy:**

This document is listed on the Parent Education Web page but is applicable to Family Resource Centers.

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=26>

### Target Service Unit (TSU) Guidance Document

**Family Resource Centers TSU Guidance Document:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=101>

**Health Insurance Outreach and Enrollment TSU Guidance Document:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=57>

**Developmental and Sensory Screening TSU Guidance Document:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=80>

## First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

### BACKGROUND:

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

### Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of a grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, Grantees must ensure that throughout the reporting and submission process the data is secured and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

#### Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, tribal law, or other data regulation are required to submit and maintain those approvals for all data.

#### Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

#### Grantees Serving Clients on Tribal Lands

First Things First recognizes Arizona tribes as sovereign nations that have the right to regulate research and data collection on their tribal lands. To this end, First Things First is committed to obtaining all appropriate tribal approvals for data collection, analysis and reporting. Accordingly, grantees shall only collect, use and share data from tribal land in accordance with a data collection agreement between a tribe and First Things First or the grantee.

#### Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.

First Things First's own Data Security Policy & Procedures and Tribal Data Policy may be viewed on the FTF website, [www.azftf.gov](http://www.azftf.gov), under Funding/Eligibility & How to Apply or <http://www.azftf.gov/WhatWeDo/Funding/Pages/Eligibility.aspx>



## CITY COUNCIL AGENDA

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**SUBJECT:**

Resolution 3265-715 - Setting the Property Tax Levy for FY 2015-2016

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council**FROM:** Abbe Yacoben, Finance and Budget Director (623) 333-2011**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that Council adopt a resolution setting the property tax levy for fiscal year 2015-2016, in the amount of \$5,900,274.

**DISCUSSION:**

As required by City Charter, Article VI, Section 6 and A.R.S. §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 15, 2015 to solicit public input on the final budget and proposed tax levy. The City has also complied with all Truth in Taxation requirements of A.R.S. §42-17107 by publishing the Truth in Taxation notice in the West Valley View on June 2<sup>nd</sup> and June 9<sup>th</sup>. In addition, the notice of tax and fee increases for the FY 2015-16 budget was posted prominently on the City's website sixty days prior the public hearing as required by A.R.S. § 9-499-15.

Based on the amounts presented in the final adopted budget, the City will levy the maximum allowable primary property tax levy for the 2014-2015 fiscal year. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The maximum primary property tax levy is \$2,615,001. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.7756 per \$100 of assessed valuation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$3,285,273. The secondary property tax rate is \$0.9744 per \$100 of assessed valuation.

The total estimated tax rate for fiscal year 2015-2016 is \$1.75 per one-hundred dollars of assessed valuation, which is the same as the 2014-2015 rate. The total tax levy is \$5,900,274.

**RECOMMENDATION:**

Staff recommends that Council adopt a resolution setting the primary and secondary property tax levies for fiscal year 2015-2016, in the amount of \$5,900,274.

**ATTACHMENTS:****Description**

[Resolution 3265-715](#)

**RESOLUTION NO. 3265-715**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH \$100.00 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

**WHEREAS**, the Council of the City of Avondale (the “City Council”) is required by ARIZ. REV. STAT. §§42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each \$100.00 of valuation of property within the corporate limits of the City of Avondale (the “City”); and

**WHEREAS**, the property taxpayers of the City have been notified of an increase in the primary property tax levy as required by ARIZ. REV. STAT. § 42-17107; and

**WHEREAS**, by the provisions of State Law, the resolution levying taxes for fiscal year 2015-2016 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

**WHEREAS**, the required hearing was held and the City’s annual budget was adopted by Resolution No. 3261-615 at a meeting of the City Council held on June 15, 2015, at least 14 days prior to adoption of this Resolution No. 3265-715; and

**WHEREAS**, Maricopa County is the assessing and collecting authority for the City.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. There is hereby levied on each \$100.00 of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.7756 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$2,615,001), the maximum levy allowed by law for the fiscal year ending on June 30, 2016.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each \$100.00 of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.9744 (or such other amount as deemed necessary by the Maricopa County Treasurer to be sufficient to raise the sum of \$3,285,273) for the purpose of providing bond

interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2016.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Treasurer and the Maricopa Board of Supervisors.

SECTION 6. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. 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 Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, July 6, 2015.

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Kenneth N. Weise, 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 AGENDA

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**SUBJECT:**

Update Billboards along the I-10 Freeway  
Corridor

**MEETING DATE:**

7/6/2015

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**TO:** Mayor and Council**FROM:** Tracy Stevens, Development and Engineering Services Director, 623-333-4012**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff will provide an overview of the billboard activity and development within the west valley freeway corridors and request direction from the City Council on pursuing the construction and placement of billboards within the City of Avondale's freeway corridor.

**BACKGROUND:**

The Avondale Sign Ordinance was amended on November 16, 2009. During the update it was determined that billboards would not be permitted.

Instead, the City Council approved a text amendment for freeway pylon signs with electronic message displays (similar to the Automall) subject to conditions and stipulations as required by the Council.

In November, 2013, City Council directed staff to release a Request for Qualifications (RFQ) for one billboard to be placed on a City owned parcel of property located at the northwest corner of I-10 and the Coldwater Depot Logistics Center/Conn's. The RFQ was unsuccessful, as several billboard companies reported that the site was too close to the powerline corridor.

Over the last few months City staff has received multiple requests from property owners requesting billboards along the Avondale freeway frontage/I-10.

**DISCUSSION:**

Staff has completed a billboard analysis of west valley Cities along the I-10 Freeway and Loop 101. There are currently 19 billboards between McDowell Road and Northern Avenue in the Cities of Glendale and Phoenix. Goodyear has two and the City of Peoria, similar to Avondale, does not allow billboards.

Below is a summary of the Cities of Glendale and Goodyear's License Agreements:

Terms	City of Glendale	City of Goodyear
Licensee	American Outdoor Advertising	Clear Channel
Length of Contract	10.25 years (ending on 8/31/19)	25 years
License Area	2,086 SF for placement	3,200 SF for placement

License Area	947 SF additional for access to Park & Ride	2,000 SF additional for access to Park & Ride
License Area	3,182 SF additional for conduit and cable	7,000 SF additional for conduit and cable
City Share	N/A	\$75,000 for access and electrical extensions
Grant "No other Billboards"	Within 600 Feet of license area	Within 1,000 Feet of license area

**Rent and Royalty**

Initial one-time royalty	\$500,000 - Due upon the effective date	\$500,500 - Due upon the effective date
Monthly rent	\$10,000 - plus all appropriate taxes	\$8,375 - plus all appropriate taxes
On-going annual royalty	33% of total revenue in excess of \$120,000 and 40% of total revenue in excess of \$425,000	On the 6th anniversary, the license will increase annually by 3% compounded annually
City Advertising	one 8-second spot per minute at no cost to the City	A minimum of 20 hrs. per month (10 hrs. is granted to the city and 10 hrs. subject to space availability)

**Billboard Details**

Billboard height (from ground)	60 feet	80 feet
Sign face		14 feet in height by 48 feet in length
Total square footage of face	675 square feet	672 square feet

Maricopa County has recently approved the use of two static billboards on property within Avondale's City Center Specific Area Plan located at the southwest corner of Avondale Blvd and I-10. This property is currently in the County and has not been annexed into the City. Staff is working with the County Planning Department to identify a decorative sign base for the two billboards that will reflect Avondale's recent branding design.

Currently the Avondale Zoning Ordinance prohibits the construction of any billboards within the City. Staff has received recent request for three sites along I-10, on the north and south sides of the freeway. Staff is seeking direction from the City Council on the following:

1. Continue to prohibit Billboards within Avondale's Freeway Corridor
2. Allow Static or Digital Billboards only on City property subject to development standards
3. Allow Static or Digital Billboards on an individual basis through a Development Agreement/License Agreement subject to development standards
4. Amend the Sign Ordinance to allow Static or Digital Billboards on commercial properties subject to development standards

## **Static (Traditional) vs. Digital (LED)**

Static billboards are a mature market and often referred to as traditional print sign often lit up for nighttime viewing, and use a waterproof vinyl material that requires installation every time a change to the advertising message is needed.

Digital (LED) billboards are emerging with brightly lit screens, stand out even more, and rely on thousands of tiny bulbs that can change color to display bright color images. The typical LED bulb lasts 100,000 hours, or about 11 years.

## **Development Standards**

The following are suggested development standards should the Council provide direction to allow either static or digital billboards.

1. Zoning of the lot on which the Billboard Sign is located must be within a Planned Area Development (PAD) or Freeway Commercial (C-3) Zoning District. One billboard is permitted within each zoning district and shall be erected with the first phase of development.
2. The height, location, materials, color, texture, setbacks, and mass of the Billboard Sign must be appropriate to the development, the neighborhood, and the community. The architectural character shall be in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the City.
3. Billboards must be fully integrated into a comprehensive sign package.
4. Have a minimum of one thousand (1,000) feet of lineal frontage adjacent to I-10.
5. The Billboard Sign must be located within three hundred (300) feet of the freeway right-of-way.
6. All Billboard Signs must be set back a minimum of three hundred thirty (330) feet from the property line of any adjacent property not a part of the same approved project having frontage on I-10.
7. Maximum sign height, including any supporting structures, for a Billboard Sign must be no more than sixty (60) feet.
8. Maximum Billboard Sign width must be no more than fifty (50) feet.
9. Maximum Billboard Sign area must not exceed six hundred seventy-five (675) square feet.
10. The change in message or images shall occur no more frequently than once every eight (8) seconds and shall not have fade or dissolve transitions, or full animation or video, or similar subtle transitions or frame effects that have the appearance of moving text or images. A default black display shall be required in the event of malfunction.
11. Message sequencing, the use of multiple Digital Billboards in a row to convey a message, shall be prohibited.
12. Advertisements shall be limited to single frames.
13. Design Review approval is required to allow any Billboard Sign.
14. No Billboard shall be located within one thousand (1,000) feet of any single residence zoning district and another approved billboard.

15. Digital Billboard Sign illumination must be extinguished between 11:00 p.m. and sunrise. The only exception to this will be for amber alerts and other governmental emergencies.

16. All illuminated Digital Billboard Signs shall be limited to a surface luminosity limit of 5,000 nits during daytime hours and a surface luminosity limit of 150 nits during nighttime hours.

17. All Digital Billboard Signs shall provide for automatic dimming based upon ambient lighting conditions, including evening and overcast weather.

18. It shall be unlawful for any Digital Billboard Sign to have an illuminance greater than 1.0 foot candle at the property line of any adjacent property.

19. Any approved Digital Billboard Sign shall adhere to new safety requirements if conclusive research findings develop.

20. All Digital Billboard Signs shall receive all required licenses prior to approval.

**RECOMMENDATION:**

This item is presented for information, discussion, and City Council direction.