



CITY COUNCIL AGENDA

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

REGULAR MEETING
February 1, 2016
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of January 19, 2016
2. Regular Meeting of January 19, 2016

b. HOLIDAY SCHEDULE FOR FY 2016/2017 AND 2017/2018

City Council will consider a request to approve the City-designated holidays for the 2016/2017 and 2017/2018 fiscal years which will then be included in the City's Administrative Policies and posted no later than June 1 of each fiscal year. The Council will take appropriate action.

c. RESOLUTION 3291-216 - GRANT ACCEPTANCE FROM AZ GOHS FOR DUI ENFORCEMENT

City Council will consider a resolution authorizing the acceptance of a grant from the Governor's Office of Highway Safety in the amount of \$20,000 to support the Avondale Police Department's funding for Driving Under the Influence enforcement through overtime expenses and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. RESOLUTION 3292-216 - ADOPTION OF THE CITY OF AVONDALE 2015 HAZARD MITIGATION PLAN

City Council will consider a resolution adopting the 2015 City of Avondale Hazard Mitigation Plan. The Council will take appropriate action.

e. RESOLUTION 3293-216 - ESTABLISHING STRATEGIC INITIATIVES AND PRIORITY GOALS FOR FY 2016-17

City Council will consider a resolution establishing strategic initiatives and priority goals for FY 2016- 2017. The Council will take appropriate action.

f. **RESOLUTION 3294-216 - OFF-PREMISE BILLBOARD SIGN GUIDELINES**

City Council will consider a resolution adopting the City of Avondale Off-Premise Billboard Sign Guidelines. The Council will take appropriate action.

g. **RESOLUTION 3295-216 - AUTHORIZING SUBMISSION OF GRANT APPLICATION TO THE ADOH AND ADOPTING THE OWNER-OCCUPIED HOME REHABILITATION PROGRAM POLICIES AND PROCEDURES**

City Council will consider a resolution authorizing the submission of a grant application to the Arizona Department of Housing for additional funding to the existing City of Avondale Substantial Home Repair Program, adopting the Avondale Owner-Occupied Home Rehabilitation Program Policies and Procedures Amended and Restated February 1, 2016 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **RESOLUTION 3296-216 - APPROVING AND ACCEPTING THE VICTIM ASSISTANCE GRANT AWARD**

City Council will consider a resolution approving and accepting a grant from the Arizona Department of Public Safety to receive Victims of Crime Act funds for two mental health therapist positions to focus on providing counseling services free of charge to victims at the Southwest Family Advocacy Center and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The Council will take the appropriate action.

i. **ORDINANCE 1597-216 - ACCEPTING THE DEDICATION OF REAL PROPERTY, A PROPERTY UTILITY EASEMENT AND A PUBLIC TRAIL EASEMENT FOR PUBLIC USE**

City Council will consider an ordinance accepting the dedication of certain real property located along Van Buren Street and along 105th Avenue for use as public right-of-way, as a public utility easement, and as a public trail easement and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents. The Council will take appropriate action.

4 MARICOPA COUNTY SOUTHWEST REGIONAL JUSTICE CENTER

City Council will receive information related to the development of the Maricopa County Southwest Regional Justice Center. For information only.

5 LED STREETLIGHT CONVERSION PROJECT

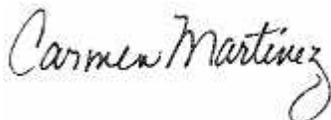
City Council will receive an update on the potential that exists to replace the City's streetlight system with LED streetlight technology. For information and direction.

6 EXECUTIVE SESSION

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding lease agreements for city-owned property.

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 puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los ninos no sten 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

SUBJECT:

Holiday Schedule for FY 2016/2017 and
2017/2018

MEETING DATE:

2/1/2016

TO: Mayor and Council

FROM: Cherlene Penilla, Human Resources Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

City Council will consider a request to approve the City-designated holidays for the 2016/2017 and 2017/2018 fiscal years which will then be included in the City's Administrative Policies and posted no later than June 1 of each fiscal year.

BACKGROUND:

On June 2, 2008, the City of Avondale implemented the "Green Friday" pilot program to extend customer service hours Monday through Thursday from 7:00 A.M. to 6:00 P.M., and close specific City offices on Fridays. After extensive surveying of the City of Avondale citizenry to assess customer satisfaction, the Green Friday program was officially adopted by Council on October 6, 2008. The Green Friday program was implemented with the understanding that it was to enhance customer service and reduce costs to the City.

DISCUSSION:

The City has operated under the customer service hours Monday through Thursday from 7:00 A.M. to 6:00 P.M., approximately eight (8) full years. During this time period City staff has operated under a policy that meets the following objectives:

- Equalize the Holiday Leave allocation, so that each full-time regular employee receives 88 hours of holiday leave per fiscal year.
- Identify the methods that maximize the number of days that City offices are open to serve citizens.
- Ensure the adoption of a Green Friday schedule or other alternative work schedules does not increase the costs of doing business for the City.
- Implement a system to increase flexibility for employees to utilize their holiday compensation.

As part of the requirements under the City of Avondale Personnel Policies and Procedures Manual:

- A list of City of Avondale designated holidays will be prepared each year fiscal year and posted no later than June 1st.

- Holidays that fall on a Friday will not be designated as holidays for employees on the Green Friday schedule or for employees that work a schedule with Friday off. The eight (8) hours normally granted for holiday compensation will remain in the employees' Holiday Bank and be considered "floating holidays".
- Floating Holiday leave must be approved in the same manner as vacation leave.
- Floating Holiday leave may not be used for unplanned absences.
- Holiday leave must be used in full day increments.
- For those times when an employee does not have enough holiday leave to cover a full day, vacation leave or compensatory time may be used.
- Holiday leave will be forfeited if an employee leaves the City prior to using the leave or if an employee fails to use the leave prior June 30 of each fiscal year.
- There will be no "cash out" or "carryover" of holiday leave balances.
- Holiday Differential Pay" - Each June a list of Holidays will be published that will be designated for "Holiday Differential Pay". These are the actual observed holidays.
- Employees (non-exempt) that must work on a Holiday will be paid in addition to regular salary, "Holiday Differential Pay" equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. *Holiday Differential pay is only for the actual holiday* - Employees that do not have vacation or compensatory leave time to cover a designated holiday will be placed in a Leave without Pay (LWOP) status.
- Holiday" hours do **not** count as hours worked for purposes of calculating overtime for hourly (non-exempt) employees.
- Firefighters working a 56 hour work week are not eligible for holiday pay.
- Sworn police officers, detention officers, park rangers, and police communications staff do not participate in the Holiday Bank program. Instead, they receive eight (8) hours of compensation for holidays as they occur in the calendar. In addition, employees that work on the actual holiday receive in addition to regular salary, "Holiday Differential Pay" equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

BUDGET IMPACT:

There are no direct costs associated with the designation of City of Avondale listing of designated Holidays for fiscal years 2016/2017 and 2017/2018.

RECOMMENDATION:

Staff recommends that Council approve the recommended list of designated City of Avondale holidays for fiscal years 2016/2017 and 2017/2018.

ATTACHMENTS:

Description

[Holidays for FY17-18](#)

Holidays for 2016/2017

Independence Day	July 4	Monday
Labor Day	September 5	Monday
Veteran's Day	November 11	Friday
Thanksgiving	November 24	Thursday
Day after Thanksgiving	November 25	Friday
Christmas Day	December 25	Sunday
New Year's Day	January 1	Sunday
Martin Luther King Day	January 16	Monday
President's Day	February 20	Monday
Memorial Day	May 29	Monday

Holidays for 2017/2018

Independence Day	July 4	Tuesday
Labor Day	September 4	Monday
Veteran's Day	November 11	Saturday
Thanksgiving	November 23	Thursday
Day after Thanksgiving	November 24	Friday
Christmas Day	December 25	Monday
New Year's Day	January 1	Monday
Martin Luther King Day	January 15	Monday
President's Day	February 19	Monday
Memorial Day	May 28	Monday

For M-TH, 4 ten schedule, would utilize 80 hours of holiday bank



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3291-216 - Grant Acceptance from
AZ GOHS for DUI Enforcement

MEETING DATE:

2/1/2016

TO: Mayor and Council
FROM: Dale Nannenga, Chief of Police
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing a grant provided by the Governor's Office of Highway Safety (GOHS) in the amount of \$20,000, which will support the Avondale Police Department's funding of Driving Under the Influence (DUI) enforcement through overtime expenses and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The Avondale Police Department is an active participant in most West Valley DUI Task Forces and recognizes the responsibility for participating in these events. The Avondale Police Department plans to host a minimum of (4) DUI task forces between the time the grant is authorized and September 30, 2016. The funding will be used to conduct dedicated DUI enforcement within the City of Avondale.

DISCUSSION:

DUI Task Forces are crucial in educating, enforcing, and preventing impaired drivers in the valley. Prior year funding has been used to conduct DUI enforcement with Avondale. This funding allows the Avondale Police Department to use its resources to the fullest, extending DUI coverage through the holidays where enforcement is most important.

BUDGET IMPACT:

Staff is requesting authorization for the acceptance of grant funds for \$20,000 to provide for overtime costs associated with DUI enforcement. There are no match requirements for this grant. Federal funds will support personnel (overtime) expenses to enhance DUI enforcement throughout the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing Avondale's acceptance for a grant in the amount of \$20,000 for the Avondale Police Department's Driving Under the Influence Enforcement Program through the Governor's Office of Highway Safety Grant Program.

ATTACHMENTS:**Description**

[Resolution 3291-216](#)

RESOLUTION NO. 3291-216

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FROM THE GOVERNOR'S OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT FOR DUI ALCOHOL ENFORCEMENT OVERTIME PAY.

WHEREAS, the Governor's Oversight Council on Driving or Operating Under the Influence Abatement ("DUIAC") has awarded the City of Avondale (the "City") a grant in the amount of \$20,000.00 for project funding relating to overtime pay to support DUI enforcement (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

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. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$20,000.00 and (ii) the execution of the DUI Abatement Grant Agreement with DUIAC relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant 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, February 2, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3291-216

[Agreement]

See following pages.



DUI ABATEMENT GRANT PROGRAM

GRANT AGREEMENT



Douglas A. Ducey
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY

Avondale Police Department

ADDRESS

11485 W. Civic Center Dr., Avondale, AZ 85323

GOVERNMENTAL UNIT

City of Avondale

ADDRESS

11465 W. Civic Center Dr., Avondale, AZ 85323

AGREEMENT NUMBER

DUIAC-E-065

PROGRAM AREA

Enforcement

AGENCY CONTACT

Jared Palacios

PROJECT TITLE

DUI Enforcement

BRIEFLY STATE PURPOSE OF PROJECT:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Avondale.

BUDGET

COST CATEGORY

Project Period

SFY 2016-2017

I.	Personnel Services	\$15,385.00
II.	Employee Related Expenses	\$4,615.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$20,000.00

PROJECT PERIOD

FROM: Effective Date (*Date of DUIAC
Chairman Signature*)

TO: 09-30-2016

CURRENT GRANT PERIOD

FROM: 12-01-2015

TO: 09-30-2016

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$20,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Avondale is comprised of 63 square miles and borders the Cities of Phoenix, Tolleson, Litchfield Park and Goodyear. Avondale's current population is about 76,238, according to the 2010 Census Bureau. The Maricopa Association of Government (MAG) has forecasted the population to be about 104,527 by the year 2020. There is an estimated 298 miles of roadway within the City of Avondale that are traveled by over 50 million vehicles (Estimated) in a year, according to the City of Avondale Traffic Engineering Department. Avondale has three major highways: 101 Loop, I-10 and Maricopa County Route 85. The Avondale Police Department comprised of 115 sworn officers.

Agency Problem:

The Avondale Police Department continues to rely upon the Governor's Office of Highway Safety (GOHS) and the DUI Abatement Council funding to support participation in DUI enforcement activities. The Avondale Police Department seeks to continue with its proud participation; however, the inability to fund the overtime necessary to address current issues with regard to impaired driving and impaired driving related collisions continues to restrain active and sustained enforcement.

Agency Attempts to Solve Problem:

The Avondale Police Department continues to work cooperatively with regional partners in the West Valley DUI Task Force as a means to address the current DUI issue. The agency continues to seek additional funding for enforcement to enhance the existing DUI enforcement efforts. The Avondale Police Department has committed to host four (4) DUI Task Force Details in the 2015 federal fiscal year.

Agency Funding:

State DUI Abatement Funds will support Personnel Services (Overtime) and Employee Related Expenses, DUI Enforcement throughout the City of Avondale.

How Agency Will Solve Problem With Funding:

The Avondale Police Department is seeking additional funding for Fiscal year 2015 -- 2016 DUI enforcement. The Avondale Police Department is asking for funding in the amount of \$20,000.00. If funded the grant would be utilized for DUI enforcement and employee related expenses. The Avondale Police Department has increased their involvement in DUI task forces and has committed to host four (4) DUI task forces this year. The Avondale Police Department has also increased sustained activity within the City of Avondale and would benefit from this funding to keep impaired drivers off the street.

GOALS/OBJECTIVES:

State DUI Abatement Funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Avondale. The following goals and objectives shall be accomplished as a result of this funding:

Impaired Driving or Operating - Enforcement

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Avondale Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Avondale Police Department to report all task force enforcement statistics in which they participate to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver or Operator Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving state funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

<u>Reporting Period</u>	<u>Due Date</u>
2016-1 Quarterly Report (Dec. 1 to December 31)	January 30, 2016
2016-2 Quarterly Report (January 1 to March 31)	April 30, 2016
2016-3 Quarterly Report (April 1 to June 30)	July 31, 2016
2016-4 Quarterly Report (July 1 to September 30)	October 31, 2016
Final Statement of Accomplishment	Within 30 days after Agreement end date

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Albert Bates, Lieutenant, Avondale Police Department, shall serve as Project Director.

Jared Palacios, Sergeant, Avondale Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed

- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
Under \$50,000	Desk Review/Phone Conference.
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000.00 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$15,385.00
II.	Employee Related Expenses	\$4,615.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS

***\$20,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of **\$20,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the Avondale Police Department in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

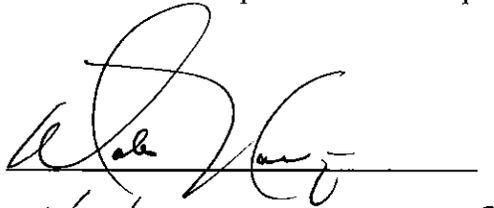
- A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Signature of Authorized Official of Governmental Unit:

Dale Nannenga, Chief
Avondale Police Department Police Department

David Fitzhugh, City Manager
City of Avondale



 11/17/15 623.333-7207
 Date Telephone

 Date Telephone



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3292-216 - Adoption of the City of Avondale 2015 Hazard Mitigation Plan

MEETING DATE:

2/1/2016

TO: Mayor and Council**FROM:** Paul Adams, Chief of Department, Fire & Medical Services**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the Mayor and City Council adopt a resolution adopting the 2015 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.

BACKGROUND:

Across the United States, natural and human-caused disasters have led to increasing levels of death, injury, property damage, and interruption of business and government services. The toll on families and individuals can be immense and damaged businesses cannot contribute to the economy. The time, money and effort to respond to and recover from these emergencies or disasters divert public resources and attention from other important programs and problems. With 54 federal or state declarations and a total of 524 other recorded events, the 28 jurisdictions contained within Maricopa County, Arizona and participating in this planning effort recognize the consequences of disasters and the need to reduce the impacts of natural and human-caused hazards. The County and jurisdictions also know that with careful selection, mitigation actions in the form of projects and programs can become long-term, cost effective means for reducing the impact of natural and human-caused hazards.

The elected and appointed officials of Maricopa County and the 27 other participating jurisdictions demonstrated their commitment to hazard mitigation in 2009-2010 by preparing the first update of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (2009 Plan). This plan was adopted by council on June 7, 2010. The 2009 Plan covered all 28 participating jurisdictions and was approved by FEMA on April 30, 2010. In order to remain compliant with the congressional regulations, the county and jurisdictions were required to perform a full plan update in 2015 and obtain FEMA approval.

To meet these requirements the Maricopa County Department of Emergency Management (MCDEM) secured a federal planning grant and hired JE Fuller/ Hydrology & Geomorphology, Inc. to assist the County and participating jurisdictions with the update process. MCDEM reconvened a multi-jurisdictional planning team (MJPT) comprised of veteran and first-time representatives from each participating jurisdiction, and other various county, state, and federal departments and organizations such as the National Weather Service and Arizona Public Service. Tiffany Rivas served as the point of contact for the city of Avondale. The MJPT met monthly beginning in November 2014 and finishing in April 2015. Subsequent "catch up" meetings were conducted through June 2015 to assist several communities with finalizing assignments and the first draft of

the updated 2015 Plan was issued in July 2015. The meetings and MJPT worked in a collaborative effort to review, evaluate, and update the 2009 Plan keeping the single, consolidated multi-jurisdictional plan format and approach. The accompanying 2009 Tribal Annexes for each of the two participating Indian Tribes, were eliminated and the pertinent data from each annex was updated and incorporated into the main body of the 2015 Plan. The 2015 Plan will continue to guide the County, tribes and participating local jurisdictions toward greater disaster resistance in full harmony with the character and needs of the community and region.

DISCUSSION:

The Plan has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S. C. 5165, enacted under Sec. 104 the Disaster Mitigation Act of 2000, (DMA 2000) Public Law 106-390 of October 30, 2000, as implemented at Title 44 CFR 201.6 and 201.7 dated October, 2007. The Plan includes risk assessments for multiple natural hazards, a public outreach effort at two phases of the planning process, and development of a mitigation strategy that incorporates measures intended to eliminate or reduce the effects of future disasters throughout the County. The development of the various 2015 Plan elements was accomplished through a joint and cooperative venture by members of the Maricopa County MJPT, with MCDEM serving as the lead agency and primary point of contact for the planning effort. It is necessary for each participating jurisdiction to now adopt the plan following which it will be formally adopted by Maricopa County and subsequently submitted to FEMA for approval.

BUDGET IMPACT:

There is no budgetary impact associated with this item.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution adopting the 2015 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.

ATTACHMENTS:

Description

[Resolution 3292-216](#)

RESOLUTION 3292-216 – HAZARD MITIGATION PLAN 2015

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38007>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3293-216 - Establishing Strategic Initiatives and Priority Goals for FY 2016-17

MEETING DATE:

2/1/2016

TO: Mayor and Council

FROM: Kevin Artz, Assistant City Manager

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that Council adopt a resolution establishing Strategic Initiatives and Goals for Fiscal Year 2016-17.

BACKGROUND:

In mid-2015, City staff presented an item requesting City Council support for a project to create a new City Strategic Plan. The City of Avondale had experienced significant changes in a short timeframe, including exiting the Great Recession, a new Mayor, several new Councilmembers, a new City Manager and Assistant City Managers, and turnover of a number of directors and assistant directors.

On August 15th and 17th, 2015, City staff and consultants conducted City Council Leadership Advance and Strategic Visioning sessions. From the Strategic Visioning sessions, Council identified "a family friendly community" as a vision for the Strategic Plan.

At a work session on December 14, 2015 staff presented the draft Strategic Initiatives and Goals to Council. Council provided feedback to staff on the draft initiatives and goals.

DISCUSSION:

A primary task for establishing these initiatives and goals is to provide direction to the City Manager in preparing the FY 2016-17 annual budget. As such, it is anticipated that the City Manager recommended budget presented to Council, for fiscal year 2016-17, will allocate resources necessary to accomplish these goals to the extent possible.

The proposed Strategic Initiatives and goals for fiscal year 2016-17 are as follows:

Initiative 1 - Foster Sustainable Community Development

Avondale is a community with significant opportunities for business and residential development. We will encourage development of businesses in healthcare, technology, and advanced manufacturing. As a family-oriented community, with population growth expected to increase, we will support the development of diverse housing options and quality of life amenities that will make Avondale a great place to live, work, play, and invest. The City of Avondale places a strong emphasis on investments in transportation, infrastructure, housing and human services— all of

which support robust and sustainable economic development throughout the city. We will continue to focus on quality job growth and make strategic investments in retaining and growing our existing businesses, training workers, funding innovation and developing transformative projects.

Goals

1. Encourage Development of Businesses in Healthcare, Technology, and Advanced Manufacturing.
2. Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities
3. Ensure City has Financial Capacities to Support Development
4. Maintain Community Safety for Businesses and Residents
5. Encourage Build-Out in Residential Housing Opportunities that Support Diverse Housing Options

Initiative 2 - Create & Support Diverse Recreation & Entertainment Opportunities

Avondale offers top notch, unique, and safe amenities to attract new businesses, tourism, tournaments, recreational opportunities, as well as new residents that call Avondale home. Fostering collaborations with businesses, schools, sports organizations, and internal departments expands the multigenerational programming opportunities Avondale offers. The City of Avondale provides residents with the ability to connect with amenities, businesses and their community, enhancing the opportunity to live, work and enjoy a healthy lifestyle.

Goals

1. Be Known – Promote Avondale
2. Pursue Private Development of Sports, Entertainment, and Hospitality Amenities
3. Provide Multigenerational Recreation Events and Programs
4. Establish Creative Community Spaces throughout the City

Initiative 3 - Advocate for and Support Community-Oriented Lifelong Learning Opportunities

Avondale values education and lifelong learning and seeks to positively impact educational experiences and outcomes for residents and their families. Education collaboration at all levels of academic experience contributes positively to business development and residential growth. Avondale supports STEAM initiatives and focuses on workforce development that aligns with targeted business sectors.

Goals

1. Strengthen Education and Faith-based Partnerships
2. Expand Employment Opportunities to Residents through Job Training and Placement Program
3. Promote and Support School Readiness for Avondale Children

Initiative 4 - Encourage & Support Creative Innovation in Development & Service Delivery

The City of Avondale encourages creative policies and programs that support a vibrant and unique community, highlighting our rich history, diverse population, and promising future, making the City a destination of choice. We foster a creative environment and deliver exceptional internal and external services. As an innovator and risk-taker, we lead with confidence, courage, and vitality.

Goals

1. Improve External and Internal Customer Service Delivery

2. Expand Financial Toolbox by Leveraging Funding Sources and Incentives
3. Encourage a Flexible Environment Responsive to Market Trends

Initiative 5 – Create a Connected Community

Avondale is an open, transparent, and inviting city where residents, businesses, and government connect in diverse ways. The City is most effective when citizens and businesses engage and invest in the community.

Goals

1. Promote Community Engagement through Civic Education
2. Use Technology to Connect Residents to Business, Government, and Community Opportunities
3. Provide Outlets for Residents and Businesses to Engage in Volunteer Service Opportunities

BUDGET IMPACT:

The final budget that Council adopts will allocate resources to accomplish the above mentioned goals.

RECOMMENDATION:

Staff recommends that Council adopt a resolution establishing Strategic Initiatives and Goals for Fiscal Year 2016-2017.

ATTACHMENTS:

Description

[Resolution 3293-216](#)

RESOLUTION NO. 3293-216

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ESTABLISHING STRATEGIC INITIATIVES AND PRIORITY
GOALS FOR FISCAL YEAR 2016-2017.

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

SECTION 1. The City Council's strategic initiatives and priority goals are hereby adopted for fiscal year 2016-2017 in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and 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, February 1, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3293-216

[Strategic Initiatives and Goals]

See following pages.

STRATEGIC INITIATIVES AND GOALS FOR FISCAL YEAR 2016-2017

Initiative 1 - Foster Sustainable Community Development

Avondale is a community with significant opportunities for business and residential development. We will encourage development of businesses in healthcare, technology, and advanced manufacturing. As a family-oriented community, with population growth expected to increase, we will support the development of diverse housing options and quality of life amenities that will make Avondale a great place to live, work, play and invest. The City of Avondale places a strong emphasis on investments in transportation, infrastructure, housing and human services – all of which support robust and sustainable economic development throughout the City. We will continue to focus on quality job growth and make strategic investments in retaining and growing our existing businesses, training workers, funding innovation and developing transformative projects.

Goals

1. Encourage Development of Businesses in Healthcare, Technology, and Advanced Manufacturing.
2. Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities.
3. Ensure City has Financial Capacities to Support Development.
4. Maintain Community Safety for Businesses and Residents.
5. Encourage Build-Out in Residential Housing Opportunities that Support Diverse Housing Options.

Initiative 2 - Create & Support Diverse Recreation & Entertainment Opportunities

Avondale offers top notch, unique and safe amenities to attract new businesses, tourism, tournaments, recreational opportunities, as well as new residents that call Avondale home. Fostering collaborations with businesses, schools, sports organizations, and internal departments expands the multigenerational programming opportunities Avondale offers. The City of Avondale provides residents with the ability to connect with amenities, businesses and their community, enhancing the opportunity to live, work and enjoy a healthy lifestyle.

Goals

1. Be Known – Promote Avondale.
2. Pursue Private Development of Sports, Entertainment, and Hospitality Amenities.
3. Provide Multigenerational Recreation Events and Programs.
4. Establish Creative Community Spaces throughout the City.

Initiative 3 - Advocate for and Support Community-Oriented Lifelong Learning Opportunities

Avondale values education and lifelong learning and seeks to positively impact educational experiences and outcomes for residents and their families. Education collaboration at all levels of academic experience contributes positively to business development and residential growth. Avondale supports STEAM initiatives and focuses on workforce development that aligns with targeted business sectors.

Goals

1. Strengthen Education and Faith-based Partnerships.
2. Expand Employment Opportunities to Residents through Job Training and Placement Program.
3. Promote and Support School Readiness for Avondale Children.

Initiative 4 - Encourage & Support Creative Innovation in Development & Service Delivery

The City of Avondale encourages creative policies and programs that support a vibrant and unique community, highlighting our rich history, diverse population and promising future, making the City a destination of choice. We foster a creative environment and deliver exceptional internal and external services. As an innovator and risk-taker, we lead with confidence, courage, and vitality.

Goals

1. Improve External and Internal Customer Service Delivery.
2. Expand Financial Toolbox by Leveraging Funding Sources and Incentives.
3. Encourage a Flexible Environment Responsive to Market Trends.

Initiative 5 – Create a Connected Community

Avondale is an open, transparent and inviting city where residents, businesses and government connect in diverse ways. The City is most effective when citizens and businesses engage and invest in the community.

Goals

1. Promote Community Engagement through Civic Education.
2. Use Technology to Connect Residents to Business, Government and Community Opportunities.
3. Provide Outlets for Residents and Businesses to Engage in Volunteer Service Opportunities.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3294-216 - Off-Premise Billboard Sign
Guidelines

MEETING DATE:

2/1/2016

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

Staff is requesting that Council adopt a resolution establishing Off-Premise Billboard Sign Guidelines.

BACKGROUND:

At the City Council work session on July 6, 2016, City staff presented information on Off-Premise Billboard Signs. At that time there had been inquiries from property owners and the billboard industry on Avondale's interest. The City Council provided direction to staff to evaluate the current prohibition of off-premise billboard signs, seek Planning Commission feedback, and create Design Guidelines to allow billboards within the City on a case-by-case basis accompanied with a Development Agreement.

Following the Planning Commission meeting on November 19, 2016, Staff presented the draft guidelines to the City Council on January 19, 2016. Direction from the City Council was to reduce the distance from residential uses and retain any trees along the freeway corridor where possible.

DISCUSSION:

In developing the Off-Premise Billboard Sign Guidelines, primary consideration was given to separation of freeway billboards from residential uses, vacant commercial/retail properties along the I-10, and properties zoned PAD (Planned Area Development) or C-3 (Freeway Commercial). Potential locations for off-premise billboards were analyzed on the north side of the I-10 between 99th Avenue and the Agua Fria River. Based on the criteria the area between 99th and 107th Avenues was identified due to its increased commercial character and larger separation from residential. Because of the existing commercial development and signage existing on McDowell Road between 99th and 107th Avenues, construction of any off-premise digital billboard sign would not represent a visual intrusion and the visual effects would be less than significant. This area may accommodate at least three billboard signs.

As set forth in the guidelines, each billboard must accompany a Development Agreement approved by the City Council, and be on a parcel with an approved site plan. In addition, a billboard sign may not be erected prior to the first phase of vertical development within that approved site plan.

The design of the billboard should follow the attached guidelines to include a digital display, inclusion of the Avondale logo, with consistent architectural treatment. The maximum height of the structure should not exceed 60', except for the allowance of an additional 5' for architectural

embellishments. The maximum sign area should not exceed 675' and 50' in width, which is consistent with industry standards. The billboard should also be carefully placed so as not to cause removal of any trees located in the Arizona Department of Transportation (ADOT) right-of-way to increase visibility.

BUDGET IMPACT:

There is a potential to increase revenues through the Development Agreement associated with the approval of billboards within the City.

RECOMMENDATION:

Staff recommends that Council adopt a resolution establishing the Off-Premise Billboard Sign Guidelines.

ATTACHMENTS:

Description

[Resolution 3294-216](#)

RESOLUTION NO. 3294-216

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE CITY OF AVONDALE OFF-PREMISE BILLBOARD SIGN GUIDELINES.

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

SECTION 1. The City of Avondale Off-Premise Billboard Sign Guidelines are hereby adopted 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 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, February 1, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3294-216

[Off-Premise Billboard Sign Guidelines]

See following pages.

City of Avondale Off-Premise Billboard Sign Guidelines

Policy Statement: The City Council may, in its sole and absolute legislative discretion, consider requests for off-premise billboard signs (each a “billboard”). The City Council has determined that billboards represent a departure from previously-adopted policies, but that in certain circumstances a billboard may be beneficial to the City such that a development agreement would be appropriate. In order to consider such a request, the City Council desires to establish minimum thresholds that must be met in order for the City Council to consider a development agreement.

Submittal and Process

1. Each applicant must submit a request demonstrating that it meets the minimum standards set forth in these guidelines and including any other information it deems relevant to the City Council’s consideration.
2. Billboard requests must include:
 - a. A completed application form, available on the City’s website.
 - b. A proposal outlining benefits and revenues to the City.
 - c. A deed, lease, and/or other agreement by which the applicant has the right to erect, use, and maintain the billboard at the proposed location.
 - d. A narrative addressing how the proposed billboard meets the intent of these guidelines.
 - e. A vicinity map showing the locations of and distances to any residential zoning districts and/or uses, existing billboards, and existing or planned freeway pylon signs.
 - f. A site plan and landscape plan showing the location of the proposed billboard in relation to existing or planned development on the property.
 - g. Color elevations and renderings, to scale, in accordance with these guidelines.
 - h. A landscape plan, in accordance with these guidelines.
 - i. A view analysis, in accordance with the procedures specified in Zoning Ordinance Section 904.D.
 - j. Any additional materials determined by the Zoning Administrator to be necessary to evaluate the proposed billboard.

Location Requirements

1. The request may only be for property within a PAD or C-3 zoning district along the north side of the I-10 Freeway Corridor between 99th Avenue and 107th Avenue. A maximum of one billboard should be allowed in each district.
2. No portion of a billboard should be located over 50 feet from the adjacent I-10 right-of-way line.

3. A billboard request may only be considered for approval when located on property that has a City-approved Site Plan. The billboard sign may not be erected prior to the first phase of vertical development within that approved Site Plan.
4. No billboard sign should be located within 1,320 feet of any other approved or existing billboard on the same side of the freeway.
5. No billboard should be located within 1,000 feet from any single-family residential zone or use.
6. Billboards should be freestanding and not be located on buildings or other structures.

Design Requirements

1. All billboards should feature digital displays only.
2. All billboard support structures should be designed to include the Avondale Logo as shown below. Materials and finishes should not be reflective or create glare.



3. All four sides of a billboard structure should receive consistent architectural treatment.
4. The maximum height of a billboard structure should not exceed 60 feet, except for architectural embellishments, which may extend 5 feet above the top of the billboard sign area.
5. The maximum sign area of a single-sided billboard's advertising area, excluding the support structure, should not exceed 675 square feet. The sign area should not exceed 50 feet in width and shall be limited to a single frame.
6. The maximum area of a dual-sided billboard's advertising area, excluding the support structure, should be 675 square feet per side and shall be limited to a single frame per side. Dual-sided billboards should be "back to back" displays.

7. All billboards should be located within a landscaped area consistent with the approved Site Plan and be maintained in accordance with Zoning Ordinance Section 1208.
8. Trees located in the Arizona Department of Transportation (ADOT) right-of-way should not be removed to increase the visibility of the billboard.

Operational Requirements

1. Digital billboards should operate in conformance with the requirements for digital signs as specified in Zoning Ordinance Sections 907.D.1 through 907.D.5.
2. The billboard should display content pertaining to City of Avondale news and events for a minimum of eight seconds, no less than six times per hour.
3. Digital billboards should cease operation between the hours of 11:00 P.M. and sunrise, except that billboards may display Amber Alerts, Silver Alerts, and other emergency messages from local, state, and federal governments at any time.
4. The City branding imagery included on the support structure should be halo-illuminated reverse pan channel letters and logos, on a timer programmed to turn on at dusk and turn off at 11:00 P.M.
5. Billboard signs abandoned (i.e., not displaying a message or otherwise non-operational) for more than 60 days should be removed by the property owner within 10 days of written request by the City.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3295-216 - Authorizing Submission of Grant Application to the ADOH and Adopting the Owner-Occupied Home Rehabilitation Program Policies and Procedures

MEETING DATE:

2/1/2016

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 City Council adopt a resolution authorizing the submission of a \$275,000 State Housing Fund (SHF), HOME Investment Partnership program grant application to the Arizona Department of Housing (ADOH) to provide additional funding to the existing City of Avondale Substantial Home Repair Program. ADOH requires City Council authorization of all grant applications, as well as the Housing Rehabilitation Guidelines used to implement the program.

BACKGROUND:

In April, 2015 City Council authorized the 2015-2020 HUD Consolidated Plan, which contained a strategy to preserve the City's existing single-family housing stock, much of which is in severely substandard condition, occupied predominantly by low and moderate income households, and located in the City's Revitalization Areas. To advance this strategy, the City operates two parallel housing rehabilitation programs to improve living conditions for low and moderate income residents and revitalize these aging neighborhoods.

The Emergency Home Repair Program provides grants to eligible homeowners to eliminate immediate health and safety conditions, such as substandard roofing, non-functioning HVAC systems, leaking plumbing and damaged electrical systems. The Substantial Home Repair Program provides non-amortizing, forgivable loans to eligible homeowners to comprehensively rehabilitate substandard homes. The scope of rehabilitation includes the immediate health and safety repairs described above, code violations, as well as replacement of doors/windows, flooring, cabinetry/countertops, stucco and painting.

The City currently allocates a portion of HOME funds received through the Maricopa HOME Consortium to fund the Substantial Home Repair Program. However, the City's share of Consortium HOME funds is insufficient based on the need identified in the Consolidated Plan, and the availability of ADOH funding is an opportunity to further meet this need and ensure that the program remains continuously operable.

DISCUSSION:

Success in obtaining the \$275,000 grant depends largely upon the City's ability to demonstrate a demand for the program as well as the capacity to successfully administer the program and expend grant funds. The City will demonstrate sufficient demand through the volume of persons that

inquire about home repairs through the Neighborhood and Family Service Department (NFS); an average of five clients per week inquire, the waiting list for substantial home repairs, and the large quantity of housing in poor condition in the City's Revitalization Areas. As a prior grant recipient, the City will be able to demonstrate capacity to successfully administer grant funds.

Until the rehabilitation program was created in 2007, Neighborhood and Family Services Department had very limited resources to assist distressed low-income homeowners with cooling and heating repairs, dangerous electrical wiring, leaking roofs, plumbing repairs and other health and safety needs. The Substantial Home Rehabilitation program is a vital part of the services that are necessary in Avondale's low-income neighborhoods. If Avondale is successful in obtaining requested grant funds, staff anticipates that funds will be available in May, 2016.

ADOH requires that City Council approve the attached Housing Rehabilitation Guidelines (HRGs), which stipulate the conditions and procedures for program implementation, and are consistent with ADOH programmatic requirements. The HRGs standards are related to: staffing and administrative structure; marketing/advertising; application and wait list procedures; standards for rehabilitation; project scoping/inspection and procurement requirements; household relocation procedures; and project costs and funding structure. Program participants must agree to abide by the standards in the HRGs in order to participate in the program.

BUDGET IMPACT:

No City of Avondale funding is necessary from grant or General Fund resources. Should the City receive a grant award, funds will be appropriated in Fund 205.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submission of a \$275,000 grant application to the Arizona Department of Housing (ADOH) to provide additional funding for the existing City of Avondale Substantial Home Repair Program and approving the program's Housing Rehabilitation Guidelines.

ATTACHMENTS:

Description

[Resolution 3295-216](#)

RESOLUTION 3295-216

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA DEPARTMENT OF HOUSING FOR STATE HOUSING FUNDS AVAILABLE THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM AND THE STATE HOUSING TRUST FUND; AND ADOPTING THE AVONDALE OWNER-OCCUPIED HOME REHABILITATION PROGRAM POLICIES AND PROCEDURES, AMENDED AND RESTATED FEBRUARY 1, 2016.

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to continue its affordable housing development activities; and

WHEREAS, the State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the State Housing Fund Program requires that funds be used in a manner that benefits low income households; and

WHEREAS, the Arizona Department of Housing (“ADOH”) is accepting proposals from state and local agencies for project funding for housing rehabilitation programs for owner-occupied single family dwellings; and

WHEREAS, the City Council desires to submit a grant application (the “Application”) to be considered by ADOH for funding for the City of Avondale (the “City”) Owner-Occupied Home Rehabilitation Program (the “Program”); and

WHEREAS, the activity in the Application addresses Avondale’s low-income population housing needs; and

WHEREAS, ADOH procedures require that the City Council certify, by resolution, (i) its approval of submission of the Application in support of the Program, (ii) that the Program meets the City’s housing and community development needs and the requirements of the State Housing Program, (iii) that the City will comply with all State Housing Fund Program Guidelines, HOME Investment Partnership Program regulations, other applicable State and Federal Statutes and regulations and the certifications contained in the Application and (iv) that the City adopts the Avondale Owner-Occupied Home Rehabilitation Program Policies and Procedures, Amended and Restated February 1, 2016, to guide the conduct of the Program.

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. The submission of the Application to ADOH for consideration for funding in support of the Program is hereby approved.

SECTION 3. The City Council hereby finds and determines that the Program meets the City's housing and community development needs and the requirements of the State Housing Fund Program.

SECTION 4. The Avondale Owner-Occupied Home Rehabilitation Program Policies and Procedures, Amended and Restated February 1, 2016, are hereby adopted in substantially the form and substance attached hereto as Exhibit A.

SECTION 5. The City Council hereby warrants that the City will comply with all State Housing Fund Program Guidelines, HOME Investment Partnership Program regulations, other applicable State and Federal Statutes and regulations and the certifications contained in the Application.

SECTION 6. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and cause the execution and submission of all documents and any other necessary or desirable instruments in connection with the Application 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, February 1, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3295-216

[Avondale Owner-Occupied Home Rehabilitation Program
Policies and Procedures, Amended and Restated February 1, 2016]

(State Housing Fund)

See following pages.

**AVONDALE OWNER-OCCUPIED HOME REHABILITATION PROGRAM
POLICIES AND PROCEDURES
AMENDED AND RESTATED FEBRUARY 1, 2016
(State Housing Fund)**

1. **Program Design, Goals and Objectives.** The City of Avondale (City) Neighborhood and Family Services Department (NFSD) has been operating an Owner-Occupied Home Rehabilitation Program (Program) since 2007. The Program was established in response to the prevalence of substandard housing conditions in Avondale's low-income neighborhoods, many of which present imminent threats to the health and safety of the occupants. The Program is available only to low-income owner-occupied households in Avondale whose homes have one or more hazardous conditions that threaten the health and safety of the occupants. The maximum State Housing Fund investment per unit for rehabilitation is \$55,000 and the minimum investment is \$1,000. There may be instances when the City will invest additional Community Development Block Grant (CDBG) funds in the form of a grant up to a maximum of \$10,000 per unit. This funding will be provided in the form of a grant and is provided at the City's discretion through the Emergency Repair Program. In the case that full replacement of a mobile/manufactured home is necessary; the maximum State Housing Fund investment will not exceed \$80,000; however up to an additional \$40,000 in Maricopa County HOME Consortium funds allocated to the City of Avondale may be used. Funding for home rehabilitation is provided in the form of a forgivable loan to the homeowner. The NFSD is housed in the Avondale Community Center which is located in the Historic Avondale Neighborhood, the largest low-income neighborhood in Avondale. The NFSD is a one-stop-shop for low-income residents providing services which include the Community Assistance Program, the Weatherization Program, the Emergency Food Box Program and Code Enforcement.

2. **Staffing and Administrative Structure.** The Owner-Occupied Home Repair Program is operated by the City of Avondale's Neighborhood and Family Services Department, Housing Division. Administration of the Program is the responsibility of the Community Development Block Grant (CDBG) Program Manager under the general direction of the Neighborhood and Family Services Director. The CDBG Program Manager will have the ability to authorize exceptions to maximum funding allowed on a project-by-project basis. Application intake and qualification is conducted by the Housing Program Coordinator. Rehab services are conducted by the rehab specialist.

3. **Marketing and Advertising Method.** The NFSD receives a steady stream of applications for the Program through referrals from staff working in the various NFSD program areas. Numerous referrals are also received by residents who have been previously assisted or who have seen program information which is available at various locations throughout the City. NFSD staff disseminates written information in English and Spanish during numerous community events in which NFSD staff participates. The Program is also marketed on the City website and other available media. All written materials provide information regarding fair housing, language assistance and handicapped accessibility. Bilingual staff is available.

4. **Application and Wait List Procedures.** Candidates complete an application and provide income eligibility documentation, proof of ownership and homeowner's insurance. Program staff will visually verify original documents and copies will be obtained for the program file. Income eligibility is determined following the U.S. Department of Housing and Urban Development (HUD) Section 8 guidelines based on household income. Eligible beneficiaries' household income will not exceed 80% of the Area Median Income Limits as determined by HUD. A limited title search will be performed to ensure that the property is free of restrictions or encumbrances that unduly restrict the good and marketable nature of the ownership interest, such as liens and non-owner-occupants named on the deed. A formal wait list of qualified applicants is created and maintained. All eligible applicants will be placed on this list in the order in which their application was received. Each applicant is notified of the need to re-qualify if they remain on the waiting list over six months. Each household on the waiting list is provided 30 days to re-qualify and remain on the waiting list. Program staff will prioritize immediate health and safety hazards and reserves the right to prioritize based on household type (i.e. elderly, disabled, households with children). It is the policy of the City of Avondale to serve all persons regardless of race, color, religion, gender, national origin, age of disability. Persons requiring hearing, visual, mobility, language or other accommodations may contact the City at 623-333-2700, or TDD 623-333-0010 to make special arrangements.

5. **Rehabilitation Standards.** All work shall be performed in accordance with the following property standards:

- State Rehabilitation Standards
- Current City of Avondale and State of Arizona codes and ordinances
- HUD Housing Quality Standards,
- Maricopa HOME Consortia Rehabilitation Standards
- Energy Star
- International Energy Conservation Code (IECC, 2012 edition, or better)
- Uniform Federal Accessibility Standards and the Americans with Disabilities Act, as applicable and needed by owner
- Arizona Governor's Office of Energy Policy Weatherization Standards.

6. **Method of Determining Scope of Work.** After program eligibility has been documented and verified, the Rehabilitation Specialist will inspect the property to determine the repairs needed. The Rehabilitation Specialist will inspect each property for issues regarding Housing Quality Standards (HQS) and/or code violations and will meet with homeowner to discuss their needs. The scope of work shall address all deficiencies identified that affect the safety and habitability of the home. A focus on improving the overall energy efficiency and sustainability of the home will serve as a guide in the development of the scope of work. Examples of repairs shall include roofing, heating and cooling, plumbing, electrical and accessibility issues.

7. **Energy Efficiency/Energy Star Guidelines.** All projects will be weatherized to be in compliance with the Arizona Governor's Office of Energy Policy Weatherization Standards. All weatherization work will be performed by a BPI Certified Weatherization Professional. The Weatherization Professional will conduct both a pre-construction energy audit and a post construction compliance inspection. The energy audit will utilize pressure diagnostics, infrared cameras and other equipment to identify air leaks, duct leaks, insulation deficiencies, inefficient appliances, venting problems and other energy issues which will inform the scope of work. Energy efficient improvements made will be cost effective, further ensure the long-term affordability, increase homeowner sustainability and improve the overall appeal of the assisted home and neighborhood by replacing older obsolete products, systems and appliances with Energy Star and WaterSense labeled products. Improvements may include items such as CFL bulbs, Energy Star rated appliances and lighting fixtures, energy efficient HVAC systems, low-flow water fixtures and other green products as appropriate. The City will make every effort to incorporate green technologies, budget permitting and where appropriate, such as tank-less water heaters, solar energy, water harvesting and reuse and low or no VOC products and materials.

8. **Unit Inspection, Work Write-Up and Cost Estimate.** After determining income eligibility, the Rehabilitation Specialist will inspect the property to determine the rehabilitation needs. Based on the inspection, a scope of work will be developed according to Universal Building Code and/or local code and a cost estimate will be developed. The scope of work shall address the required repairs that affect the safety and habitability of the home and will be reviewed by the Rehabilitation Specialist with the homeowner.

9. **Bidding Process and Contractor Selection.** The City will maintain a list of qualified contractors. Contractors will have the opportunity to be added to the pre-qualified list on a monthly basis, this opportunity will be advertised in the West Valley View quarterly and continuously on the City's website. Prior to award, licenses and insurance are verified and the Federal Excluded Parties List is checked. No contractors, including their subcontractors, are awarded a project if they appear on the Federal Excluded Parties List or their license or insurance are expired. Only general contractors will be allowed to perform the work. Therefore homeowner self-help or sweat equity will not be included in projects. General contractors wishing to bid on projects must submit a completed Statement of Qualification and meet the minimum score threshold. Prior to release of bid scopes, the Rehabilitation Specialist will hold a mandatory preconstruction bid conference at the project site. All contractors included in the pre-qualified list will be invited to attend in order to review the scope of work, evaluate project site conditions, and seek clarification on the work requested. Following the pre-bid conference, the Rehabilitation Specialist will modify the scope as necessary and issue to bid to the contractors who attended the pre-bid conference. All bids must be hand delivered or mailed by the contractor to the Program office in a sealed envelope with the name of the project and bid opening date on the front and received by the bid due date and time. No late bids will be accepted. All bids shall be opened at the scheduled bid opening and will be listed on the bid log which will include the company

name and bid total. Since timeliness of the project completion is critical to the success of the program, bids may be awarded based on the lowest responsive bid as well as the contractor's overall ability to complete the project on time. Contractor selection and notification will occur within 3 business days of the bid opening. The homeowner may request to be present at bid opening or may request to review the submitted bids with program staff. Every effort is made to obtain a minimum of three bids per project.

10. **Pre-construction Conference.** The Rehabilitation Specialist will conduct a pre-construction conference for all projects. This conference will include the homeowner and the selected contractor. The Rehabilitation Specialist will introduce the two parties, answer any questions they may have and serve as a liaison between the contractor and the homeowner. The contract and notice to proceed will be reviewed with both parties and signed at this time.

11. **Construction Inspection Process.** The Rehabilitation Specialist monitors construction throughout the process and will perform a final inspection to ensure that work performed meets HQS and local building code and that all required code inspections have been completed. A final walk-through is done with the homeowner at which time the homeowner will be asked to sign off on a project completion certificate indicating that work was performed to homeowner's satisfaction and that all warranty documentation has been provided.

12. **Housing Maintenance and Education Services.** The Rehabilitation Specialist will educate each homeowner as to the proper use and maintenance of newly repaired or installed equipment/appliances and provide general home maintenance educational information to the homeowners regarding items such as filter replacement. All warranty information will also be reviewed with the homeowner and a general home maintenance schedule will be provided. All contractors are required to provide 2 years warranty on their workmanship to the homeowner. The importance of budgeting for home repairs/maintenance and maintaining homeowners insurance will be stressed.

13. **Temporary Relocation Policy.** Program staff will offer temporary relocation to homeowners as needed. Temporary relocation is normally provided through an extended-stay establishment that includes a kitchenette. All relocation costs shall be covered as part of the total maximum repair cost per unit. Every effort is made to minimize the disruption to the client's daily routines.

14. **Lead Based Paint Activities.** Program staff will follow the HUD Lead Based Paint Regulations (24 CFR Part 35). All homes built prior to 1978 will receive a lead based paint test and risk assessment to determine lead hazards. If hazards are present, a licensed lead abatement contractor shall perform all lead abatement work or interim controls and will obtain clearance test results. Homeowners will be provided with a copy of the *Renovate Right* brochure, any test results, risk assessment report and clearance test reports.

15. **Method of Determining Before and After Rehabilitation Value.** The Rehabilitation Specialist will obtain a property valuation based on one of three methods: 1. estimate of value (i.e. a Broker Price Opinion or other reasonable basis for estimation of value); 2. Appraisal documenting the value and appraisal approach used; and 3. Tax assessments for comparable properties). This is used to determine the before rehabilitation value of the home. Once the bid is awarded, the rehabilitation cost is added to the before value of the home and compared to the current Federal Housing Administration 203 (b) limits to ensure that the after rehab value does not exceed 95% this limit. The final after rehab value is determined once the project is completed and the total investment amount is added to the before rehab value.

16. **Construction Payments and Lien Releases.** Contractors will be paid on a reimbursement basis for completed and verified work. Each pay request will be subject to a retention fee of no less than 10%. The final payment will not be paid until which time the final walk-thru has been completed, all work has been approved (including punch list items) and the final lien waiver has been received. At time of payment of the final pay request, the retention amount will be included. Each performing contractor must sign a lien release upon completion of project and prior to receiving final payment. A copy will be maintained in the client file.

17. **Loan Servicing Policy/Procedures Including Lien Releases.** The assistance is provided to the homeowner in the form of a forgivable loan for a set period of affordability based on the amount of investment. Forgivable loans are non-interest bearing and require no payments provided the homeowner maintains ownership of the home and the home remains their primary residence. The principal amount is reduced annually by an equal amount which would cause the principle amount to be 100% forgiven at the end of the retention period. The lien is secured through a Promissory Note and Deed of Trust recorded against the assisted property. The City is named the beneficiary on all documents. Loan forgiveness is conditioned upon the homeowner complying with the terms of the Deed of Trust and promissory note. A copy of the retention documents are kept in the client's file. The lien may be released if and when the homeowner satisfies all the terms and the recapture period has expired or pays the remaining amount due on the lien.

A title search will be completed on each home as part of the qualification process. Homes that have excessive liens will be deemed ineligible. Homeowners will be required to sign lien documents prior to issuance of the Notice to Proceed. Lien documents will then be forwarded to the selected title agency for processing and recordation with a requirement that executed copies be sent to the City of Avondale once recorded.

Affordability period for homeowner rehabilitation program:

HOME FUNDS PROVIDED	AFFORDABILITY PERIOD
<\$15,000	5 years
\$15,000 - \$40,000	10 years
>\$40,000	15 years

18. **Refinancing Policy.** Refinancing will not be allowed after completion of the rehabilitation and prior to loan repayment or expiration of the recapture period except when the refinance results in a fixed rate and lowers the monthly payment. Loan subordination will, under no circumstances, be allowed for refinancing that includes a *cash-out* option.

19. **Grievance and Quality Assurance Procedures.** Any grievance by the homeowner, should be addressed with the Rehabilitation Specialist. This may be done verbally. If the homeowner feels there has not been an acceptable resolution by the Rehabilitation Specialist within two weeks, the homeowner may then submit their grievance in writing to the City of Avondale CDBG Program Manager. The CDBG Program Manager will have ten (10) working days to respond in writing. If response from the CDBG Program Manager is not satisfactory, the complaint should be forwarded in writing to the Neighborhood and Family Services Director. The Neighborhood and Family Services Director will have ten (10) working days to respond in writing. If response is still not satisfactory, the complaint shall be submitted in writing to a mutually agreed upon 3rd party moderator for final resolution. All decisions made by the moderator will be final.

20. **Program Income.** In the event that program staff acquires any recaptured or repayment of assisted amounts from the beneficiaries it will be documented in the bi-monthly report in a current contract period or a notification to the Arizona Department of Housing will be sent. The notification to the Arizona Department of Housing will have the recaptured or repayment amount information attached along with a repayment check.

21. **Pet Policy.** Pets are the sole responsibility of the homeowner during construction. Any temporary relocation of pets will be at the homeowner's expense. Any violation of local code by the homeowner in regards to pets must be resolved or the homeowner will become ineligible for the program.

22. **Excessive Debris/Sanitary Conditions.** Removal of excessive debris on the property which is in violation of local code or which obstructs or causes a safety hazard will be required. If upon initial inspection, the home is found to be unsanitary i.e. animal feces/urine, unhealthy indoor air quality, excessive clutter which obstructs inspection, the homeowner will be required to remediate the condition of the home or face becoming ineligible for the program. Failure to do so will result in a Code Enforcement Citation.

23. **Criminal Activity/Threatening Behavior of Occupants.** The health and safety of the residents as well as program staff is critical. If the address has been the location of any criminal activity as a result of the occupants or if any occupant exhibits threatening behavior toward program staff or contractors, the property will be deemed ineligible.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3296-216 - Approving and Accepting
the Victim Assistance Grant Award

MEETING DATE:

2/1/2016

TO: Mayor and Council
FROM: Dale Nannenga, Chief of Police
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests that the City Council adopt a resolution approving and accepting a grant from the Arizona Department of Public Safety to receive Victims of Crime Act funds for two mental health therapist positions at the Southwest Family Advocacy Center and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

The Southwest Family Advocacy Center (SWFAC) is a partnership among the Cities of Avondale, Buckeye, and Goodyear and Maricopa County through the Sheriff's Office (collectively, the "Agencies"). The Center provides a child and family focused multi-disciplinary program that includes representatives from law enforcement, child protection, prosecution, mental health, medical and victim advocacy. The mission of the SWFAC is to reduce the trauma of interpersonal violence through a multi-disciplinary collaboration. The SWFAC adheres to the national standards of the National Children's Alliance (NCA) child advocacy center model as well as the Maricopa County's Multidisciplinary Protocol for the Investigation of Child Abuse. The Center is an accredited member of NCA and provides a comprehensive, coordinated response to the investigation and treatment of child sexual and physical abuse as well as cases of adult sexual assault, domestic violence and elder abuse.

DISCUSSION:

The Center previously had a Memorandum of Understanding with A New Leaf to provide direct crisis intervention, counseling and group support services to victims of child sexual and physical abuse, adult domestic violence, sexual assault and elder abuse. A New Leaf provided these services by staffing two therapists at the Center. However, as of June 30, 2014, A New Leaf discontinued their counseling services in all advocacy centers in Maricopa County. Since that time, we have not been able to provide these services at SWFAC. We have sought out other agencies in an effort to contract with them to provide counseling services. However, their therapists either do not have the highly specialized training needed to provide services to these unique crime victims, are unwilling to provide counseling services to victims with open court cases and/or they are not uniquely positioned to provide these services free of charge to victims in the West Valley and at the Southwest Family Advocacy Center.

The Partnering Agencies approved the submission of an Arizona Department of Public Safety Victims of Crime Act grant application that proposed the hiring of two highly qualified mental health

therapists to provide direct services to abuse victims and their non-offending family members. The availability of these two therapists at the SWFAC allows us to meet our service gap and provide counseling services to all victims free of charge.

The VOCA Victim Service Project therapists will be employees of the City of Avondale, members of the Center staff; meet the needs of our victims and their non-offending families and give the Center the opportunity to offer victims a complete array of counseling options under one roof.

BUDGET IMPACT:

The FY 2015/2016 AZ DPS-VOCA funding in support of the SWFAC Counseling Services project was approved on December 4, 2015 with funding as requested at \$199,935 (see attached contract). All costs associated with these positions are funded by the grant. The contract does require \$49,984 in matching funds however due to other positions and resources already funded at the Center there will be no additional money needed.

Funding is for one year with year two funding contingent upon successful completion of project, reports and renewal application. Counseling positions are contingent upon the renewal of the grant and continued VOCA funding.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving and accepting a grant from the Arizona Department of Public Safety to receive Victims of Crime Act funds for two mental health therapist positions at the Southwest Family Advocacy Center and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[Resolution 3296-216](#)

RESOLUTION NO. 3296-216

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AND ACCEPTING THE VICTIM ASSISTANCE GRANT AWARD FROM THE STATE OF ARIZONA RELATING TO THE PROVISION OF SERVICES TO VICTIMS OF CRIMES PURSUANT TO THE VICTIMS OF CRIME ACT.

WHEREAS, the State of Arizona, Department of Public Safety (“DPS”) has awarded the City of Avondale (the “City”) a Victim Assistance Grant Program Award (the “Grant”) in the amount of \$199,935; and

WHEREAS, the Grant requires a local match by the City of \$49,984; and

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds and authorize the expenditure of the local match funds.

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. The Subgrant Award Agreement (the “Agreement”) between the City and DPS is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The expenditure of the local cash match in the amount of \$49,984, as required by the Agreement, is hereby approved.

SECTION 4. 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, February 1, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3296-216

[Agreement]

See following pages.

ARIZONA DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT (VOCA)
VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2015-VA-GX-0032
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: City of Avondale Police Dept / Southwest Family Advocacy Center

ADDRESS: 2333 N PebbleCreek Pkwy. Suite A-200

CITY: Goodyear STATE: AZ ZIP: 85395-9046

2015/2016 AWARD AMOUNT: \$199,935

2015/2016 REQUIRED MATCH (NON-FEDERAL SOURCE): \$49,984

PROJECT PERIOD: 10/01/2015 to 09/30/2016

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 “Agreement” means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
 - 1.2 “Agreement Amendment” means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.
 - 1.3 “Application” means a written online Request for Grant Application (RFGA).
 - 1.4 “Days” means calendar days unless otherwise specified.
 - 1.5 “Direct Service” means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
 - 1.6 “Director” means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
 - 1.7 “DPS” means the Arizona Department of Public Safety.
 - 1.8 “Grant” means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
 - 1.9 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 “Match” means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
 - 1.11 “Project” means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
 - 1.12 “Services” means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
 - 1.13 “State” means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
 - 1.14 “Subgrant award agreement” means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
 - 1.15 “Subrecipient” means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 “VOCA” means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.

2.0 Subgrant award agreement interpretation.

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.2.1 Special Conditions;

2.2.2 General Conditions;

2.2.3 DPS / VOCA Guidelines;

2.2.4 Federal VOCA Guidelines; OJP Financial Guide; applicable OMB circulars; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.

2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.

2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.

2.5 No parol evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party’s failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Subgrant award agreement administration and operation.

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in

them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

- 3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
- 3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.
- 3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.
- 3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- 3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:
- 3.3.1 Monthly financial report due the 15th of each month;
 - 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
 - 3.3.3 Annual narrative report due 30 days following the close of the grant period;
 - 3.3.4 DPS victim assistance survey due annually upon request; and
 - 3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.
- Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.
- 3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.
- 3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2015-VA-GX-0032 plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.
- 3.5 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient's procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the OJP Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient's

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application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.

- 3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.7 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 F.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.
- 3.10 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.11 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either - 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.12 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.
- No subrecipient under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 3.13 Prohibited activities. The following activities are prohibited under this subgrant award agreement:
1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals.

- 3.14 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.15 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).
- 4.0 Cost and Payments.**
- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 Match waiver. Any award made with a match waiver pending approval from the U.S. Department of Justice is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 On-call time. The subrecipient shall not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.6 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.7 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.
- 4.8 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.9 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.10 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

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- 4.11 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.12 Prohibited expense. The subrecipient shall not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 4.13 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 4.14 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

7.0 Grant Remedies.

- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.
- 7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the

project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.
- 8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contact start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements.

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (<http://www.azcjc.gov/ACJC.Web/victim/cbtraining.aspx>). If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have received victims' rights training from a the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**2015 - 2016
APPROVED BUDGET**

Budget line items:	Federal	Match	Total
Salaries and Wages	\$120,016	\$36,832	\$156,848
Fringe Benefits	\$40,324	\$ 2,736	\$43,060
Travel	\$ 0	\$ 0	\$ 0
Professional/Outside Services	\$10,400	\$ 0	\$10,400
Equipment	\$ 0	\$ 0	\$ 0
Other Operating	\$29,195	\$10,416	\$39,611
Total	\$199,935	\$49,984	\$249,919

For the Arizona Department of Public Safety:

Frank L. Milstead, Colonel
Director
Arizona Department of Public Safety

Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section as of December 16, 2015.

For the Subrecipient:

Project Director:

Signature: _____
Debra Olson, Director

Date: _____

Authorizing Official:

Signature: _____
David Fitzhugh, City Manager

Date: _____

Approved as to form:

Attorney for Subrecipient (optional)

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official],
certify that _____ [recipient]

is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that _____ [recipient] will comply
with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible
official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible
official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____
[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

INSTRUCTIONS Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEO). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEO requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEO requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEO requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEO requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEO requirements. Your organization may claim an exemption from all of the EEO requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEO requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEO, the regulations allow some recipients to forego submitting the EEO to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEO on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEO. Recipients that have submitted an EEO Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOForms@usdoj.gov. The document must have the following title: EEO Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

**Arizona Department of Public Safety
Victims of Crime Act (VOCA) Administration**



Certification Regarding Lobbying

Applicants should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69 "New Restrictions on Lobbying". The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transactions, grant, or cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

Not Applicable (Check box if subrecipient's VOCA award is less than \$100,000. Whether certification is applicable or not, complete the information below.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Subrecipient (organization) name: _____

Address: _____

DPS Contract #: _____ Federal Employer Identification #: _____

Printed Name & Title of Authorizing Official: _____

Signature: _____ Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ <input type="checkbox"/> Not Applicable Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Arizona Department of Public Safety Victims of Crime Act (VOCA) Administration



Complying with Federal Civil Rights Program Requirements

Ensuring Access to Federally Assisted Programs

Federal laws prohibit recipients (and subrecipients) of federal financial assistance from discrimination on the basis of race, color, national origin, religion, sex, or disability in funded program or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients (and subrecipients) of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please refer to <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please go to the Office for Civil Rights website at http://ojp.gov/about/ocr/equal_fbo.htm.

Nondiscrimination Notification

DPS-VOCA subrecipient agencies must have a method of notifying employees, clients, customers, or program participants that the subrecipient agency does not discriminate in employment practices or delivery of services, and must have a written policy that includes the procedures for filing a complaint, and the names and contact information for the agencies that receive complaints.

Discrimination Complaints

Employees, clients, customers, or program participants of a DPS-VOCA subrecipient who wish to file a complaint of discrimination, may file a complaint directly with the subrecipient; or with the Arizona Department of Public Safety VOCA Administration Unit (http://www.azdps.gov/Services/Crime_Victims/); the Arizona Office of the Attorney General, Office for Civil Rights (http://www.azag.gov/civil_rights/); or the Office for Civil Rights (OCR), Office of Justice Programs, Department of Justice (<http://www.justice.gov/crt/>).

Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the grounds of race, color, national origin, religion, or sex, your organization must submit a copy of the finding to OCR for review, with a copy to DPS-VOCA.

I, _____ (printed name of responsible official), certify that the
_____ (name of subrecipient organization) will comply with the Federal Civil
Rights Program requirements as outlined above.

Responsible Official's Title: _____

DPS Contract Number: _____

Signature: _____

Date: _____

**Arizona Department of Public Safety
Victims of Crime Act (VOCA) Administration**



Proof of Nonprofit Status

Non-profit subgrantees shall demonstrate nonprofit status by any of the following means:

- (1) Provide proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- (3) A certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- (4) Any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

This documentation shall be returned to DPS with the signed Award Agreement.

I certify _____ (name of subrecipient organization) is a nonprofit agency and attached is documentation demonstrating proof of nonprofit status according to the requirements outlined in item number _____ listed above.

Signature of Authorizing Official

Printed Name and Title of Authorizing Official

Date

**Arizona Department of Public Safety
Victims of Crime Act (VOCA) Administration**



**Certification regarding eligibility for
de minimis rate of 10% of Modified Total Direct Costs (MTDC)**

Pursuant to § 200.414 Indirect (F&A) Costs of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Additionally, pursuant to § 200.414(g), any non-Federal entity that has a federally negotiated indirect cost rate may apply for a one-time extension of a current negotiated indirect cost rate for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate.

I certify to the best of my knowledge _____ (name of subrecipient organization) has never received a federally negotiated rate and will conform to the requirements listed above when utilizing the de minimis rate of 10% of modified total direct costs (MTDC).

Signature of Authorizing Official

Printed Name and Title of Authorizing Official

Date



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (<i>month, day, year</i>)	b. Principle officers	Titles
c. Employer Identification Number:	_____	_____
d. Number of Employees Full Time: Part Time:	_____	_____

2. Is the firm affiliated with any other firm: Yes No
If "yes", provide details: **this is the first line**
this is the second line

3. Total Sales/Revenues in most recent accounting period. (12 months)
\$ _____

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? Yes No

a. If yes, provide name, and address of Agency performing review:

b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: Manual Automated Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? Yes No Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? Yes No Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? Yes No Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? Yes No Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Sure
b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants? Yes No Not Sure

**Arizona Department of Public Safety
Victims of Crime Act (VOCA) Administration**



Certification regarding Non-Supplanting

As outlined in the U.S. Department of Justice, Office of Justice Programs, Federal Financial Guide, Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose. Furthermore, supplanting is defined as “to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.”

The following example is provided in the Federal Financial Guide to help clarify the difference between supplementing and supplanting:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers, and the Federal funds have been exhausted. The State has not used its funds towards hiring new officers, but instead reduced its appropriation for that purpose and assigned or appropriated the funds to another purpose. In this case, the State has supplanted its appropriation with the Federal funds. If supplanting had not occurred, 110 new officers would have been hired using Federal funds for 60 officers and State funds for 50 officers.

As a subrecipient of Victims of Crime Act (VOCA) Assistance funds, each agency shall certify its understanding of and adherence to the prohibition against supplanting of State or local funds with Federal funds.

I certify that the _____ (name of subrecipient organization)

will comply with the prohibition against supplanting as outlined above.

Signature of Authorizing Official

Printed Name and Title of Authorizing Official

Date

Subgrant Award Report (SAR)

Subrecipient Organization Name: _____

DPS-VOCA Contract # _____

Subrecipient Organization Type

INSTRUCTIONS: Check the appropriate box that best reflects your agency type.

A. Government Agencies Only: Which designation best describes this government agency (**select one response**)?

- Courts
- Juvenile justice
- Law enforcement
- Prosecutor
- Other government agency

B. Nonprofit Organization Only: Which designation best describes this nonprofit organization (**select one response**)?

- Child abuse service organization (e.g., child advocacy center)
- Coalition (e.g., state domestic violence or sexual assault coalition)
- Domestic and family violence organization
- Faith-based organization
- Organization provides domestic and family violence and sexual assault services
- Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)
- Sexual assault services organization (e.g., rape crisis center)
- Multi-service agency
- Other type of organization serving victims of crime

C. Federally Recognized Tribal Governments, Agencies, and Organizations Only: Which designation best describes this tribal agency or organization (**select one response**)?

- Child abuse service organization (e.g., child advocacy center)
- Court
- Domestic and family violence organization
- Faith-based organization
- Juvenile justice
- Law enforcement
- Organization provides domestic and family violence and sexual assault services
- Prosecutor
- Sexual assault services organization (e.g., rape crisis center)
- Other justice-based agency
- Other agency that is NOT justice-based (e.g., human services, health, education)
- Organization by and/or for a specific traditionally underserved community
- Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)

D. Campus Organizations Only: Which designation best describes this campus organization (**select one response**)?

- Campus-based victims services
- Law enforcement
- Physical or mental health service program
- Other:

Staffing

INSTRUCTIONS: Indicate your agency's total number of paid full-time equivalent staff for all victimization programs and/or services for the current fiscal year. This FTE count should include the VOCA funded staff as well as the agency's entire direct service staff.

Number of Full Time Equivalent (FTE) Staff: _____



CITY COUNCIL AGENDA

SUBJECT:

Ordinance 1597-216 - Accepting the Dedication of Real Property, a Property Utility Easement and a Public Trail Easement for Public Use

MEETING DATE:

2/1/2016

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 adopt an ordinance accepting the dedication of certain real property located along Van Buren Street and along 105th Avenue for use as public right-of-way (ROW), as a public utility easement (PUE) and as a public trail easement and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

BACKGROUND:

Maricopa County is building a new Justice Center located at the northeast corner of Van Buren Street and 105th Avenue (APN 102-55-017). Additional ROW for the Van Buren Street westbound right turn lane at 105th Avenue and for the deceleration lanes at two new driveway locations is required so the City can maintain these new street improvements. A PUE along 105th Avenue is required so the public utility companies can have a continuous PUE for their facilities. The trail easement along Van Buren Street will be dedicated for a future trail. Maricopa County has agreed to dedicate the additional right-of-way, the public utility easement and the trail easement along their property.

DISCUSSION:

Maricopa County's traffic impact analysis for the new Justice Center recommended a new right turn lane for westbound Van Buren Street at 105th Avenue and new deceleration lanes for one Van Buren Street driveway and one 105th Avenue driveway. An eight (8) foot wide PUE must also be dedicated at their 105th Avenue driveway. A twenty (20) foot wide trail easement along their Van Buren Street frontage is required per the City of Avondale and Flood Control District of Maricopa County's Design Concept Report for the Van Buren Street Channel - 99th Avenue to Agua Fria River.

BUDGET IMPACT:

Accepting the dedication of the right-of-way, the public utility easement and the trail easement will have no budgetary impact on the City.

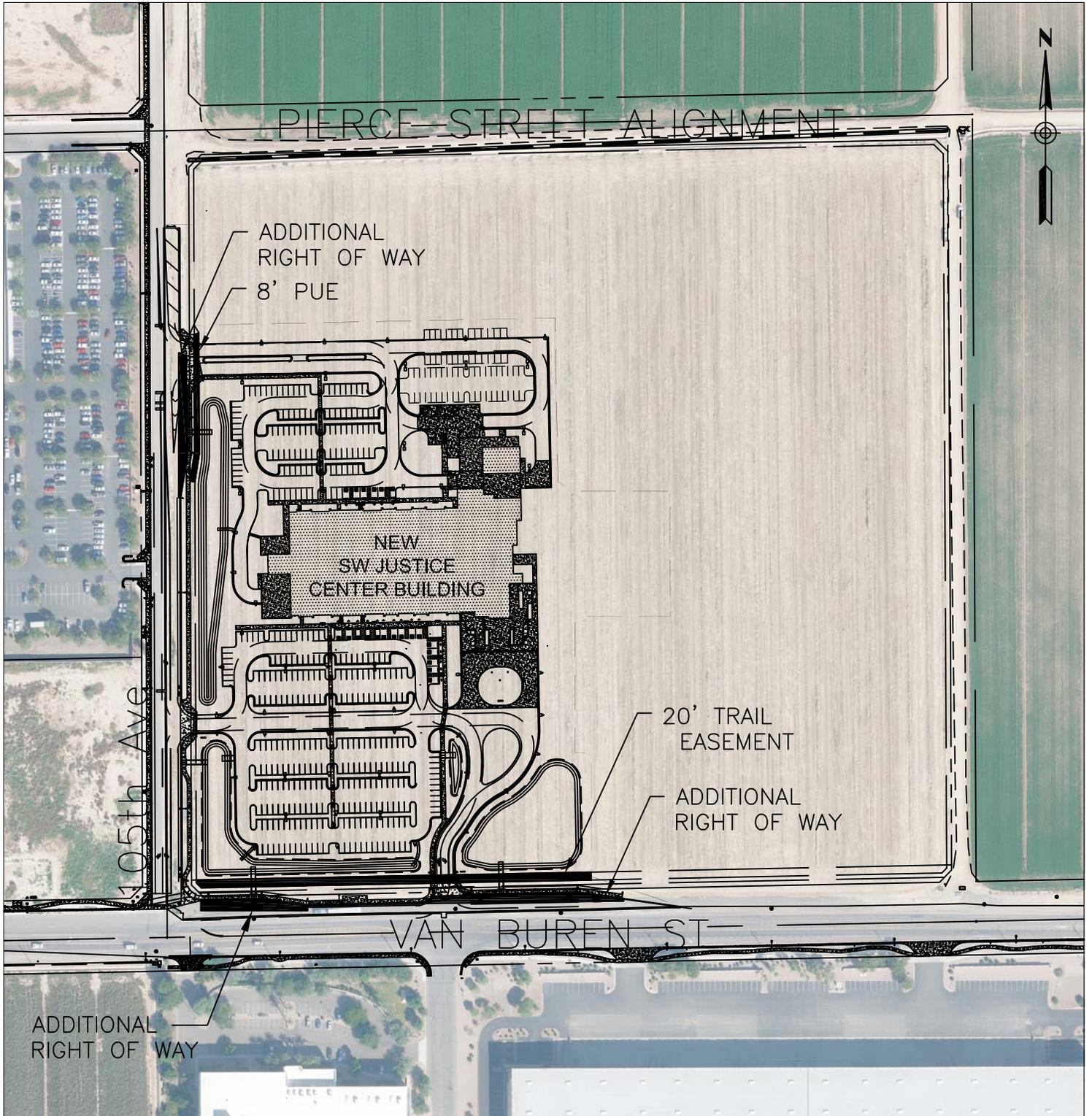
RECOMMENDATION:

Staff recommends that City Council adopt an ordinance accepting the dedication of certain real property located along Van Buren Street and along 105th Avenue for use as public right of way (ROW), a public utility easement (PUE), and a public trail easement, and authorize the Mayor, City Clerk, and City Attorney to execute the necessary documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[Ordinance 1597-216](#)



Maricopa County
Southwest Justice Center
Location Map

ORDINANCE NO. 1597-216

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ACCEPTING THE DEDICATIONS OF REAL PROPERTY, A PUBLIC UTILITY EASEMENT AND A PUBLIC TRAIL EASEMENT FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property generally located along Van Buren Street and 105th Avenue for the Maricopa County Justice Center.

NOW, THEREFORE, BE IT ORDAINED 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. The dedication of real property totaling \pm 0.037 acres, generally located north of Van Buren Street along 105th Avenue in Avondale, Arizona, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “105th Avenue ROW”), is hereby accepted by the City from Maricopa County, a political subdivision of the State of Arizona (the “County”), for public use.

SECTION 3. The dedication of real property totaling \pm 0.018 acres, generally located east of 105th Avenue along Van Buren Street in Avondale, Arizona, as more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “VB West ROW”), is hereby accepted by the City from the County for public use.

SECTION 4. The dedication of real property totaling \pm 0.039 acres, generally located east of 105th Avenue along Van Buren Street in Avondale, Arizona, as more particularly described and depicted on Exhibit C attached hereto and incorporated herein by reference (the “VB East ROW”), is hereby accepted by the City from the County for public use.

SECTION 5. A public utility easement, over, under and across \pm 0.039 acres of real property, generally located north of Van Buren Street along 105th Avenue in Avondale, Arizona, as more particularly described and depicted on Exhibit D attached hereto and incorporated herein

by reference (the "Utility Easement"), is hereby accepted by the City from the County for public use.

SECTION 6. A public trail easement, over, under and across \pm 0.567 acres of real property, generally located between 103rd Avenue and 105th Avenue along Van Buren Street in Avondale, Arizona, as more particularly described and depicted on Exhibit E attached hereto and incorporated herein by reference (the "Trail Easement"), is hereby accepted by the City from the County for public use.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, February 1, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1597-216

[Legal Description and Map of 105th Avenue ROW]

See following pages.

LEGAL DESCRIPTION
FOR
105TH AVENUE RIGHT OF WAY
PORTION OF APN 102-55-017

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF LOT 2 OF "THREE RIVERS COMMERCE PARK" AS RECORDED IN BOOK 899 OF MAPS, PAGE 13, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, 2644.42 FEET;

THENCE SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND THE SOUTH LINE OF SAID PLAT, 1322.21 FEET TO THE SOUTHWEST CORNER OF SAID PLAT;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 13 MINUTES 03 SECONDS WEST, ALONG AND WITH THE WEST LINE OF SAID PLAT, SAME BEING THE CENTERLINE OF 105TH AVENUE, 745.31 FEET;

THENCE DEPARTING PERPENDICULAR TO SAID WEST LINE, NORTH 89 DEGREES 46 MINUTES 57 SECONDS EAST, 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF 105TH AVENUE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 00 DEGREES 13 MINUTES 03 SECONDS WEST, ALONG AND WITH SAID EAST LINE, 240.27 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 46 MINUTES 57 SECONDS EAST, 7.50 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 03 SECONDS EAST, 194.00 FEET;

THENCE SOUTH 08 DEGREES 59 MINUTES 20 SECONDS WEST, 46.88 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,629 SQUARE FEET OR 0.037 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.

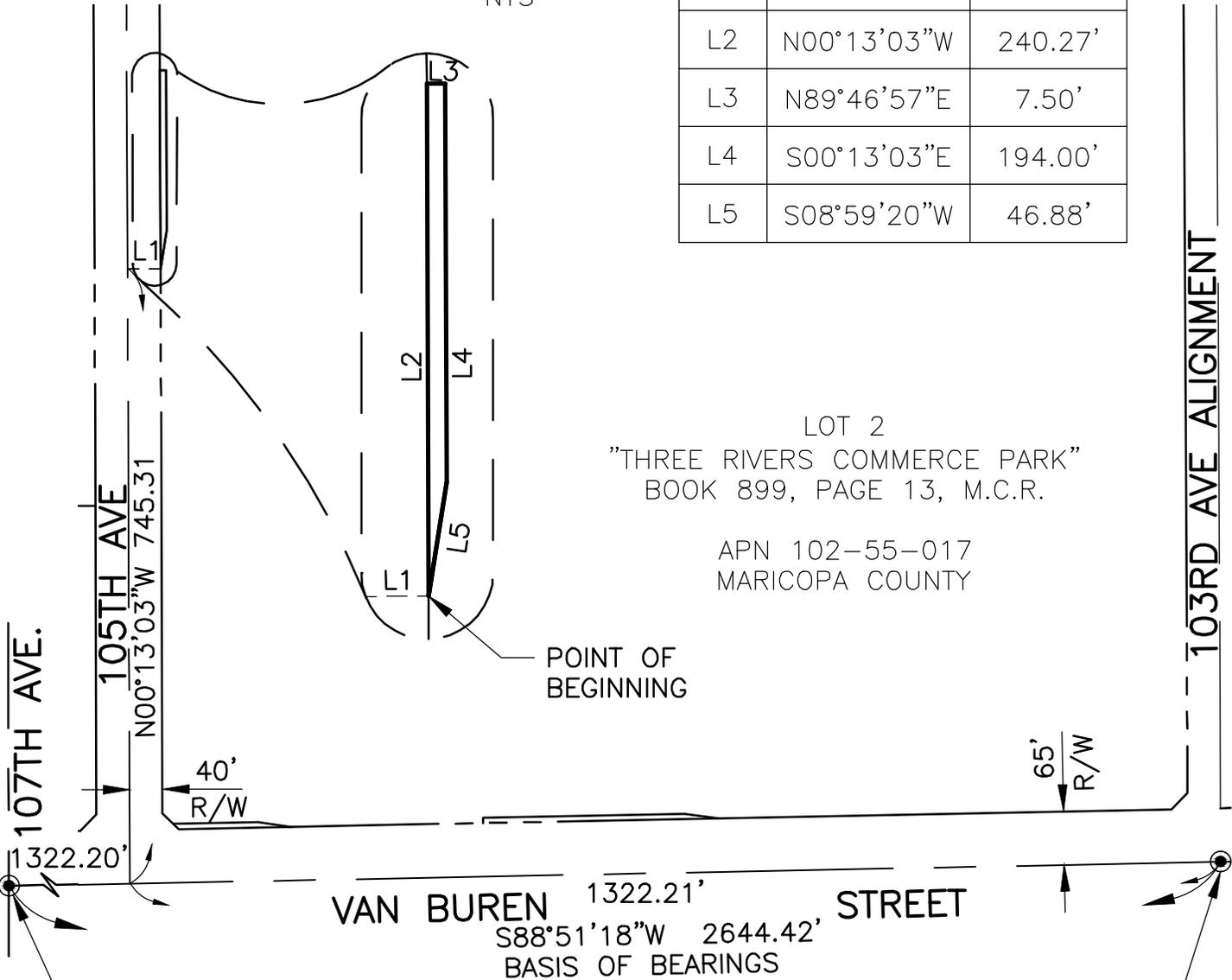


THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

EASEMENT AREA:
1629 SF OR
0.037 ACRES



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°46'57"E	40.00'
L2	N00°13'03"W	240.27'
L3	N89°46'57"E	7.50'
L4	S00°13'03"E	194.00'
L5	S08°59'20"W	46.88'



LOT 2
"THREE RIVERS COMMERCE PARK"
BOOK 899, PAGE 13, M.C.R.

APN 102-55-017
MARICOPA COUNTY

POINT OF
BEGINNING

VAN BUREN 1322.21'
S88°51'18"W 2644.42'
STREET
BASIS OF BEARINGS

FD. BRASS CAP IN HANDHOLE
SW COR SEC 5
T. 1 N., R. 1 E.

FD. ALUMINUM CAP
S 1/4 COR SEC. 5
T. 1 N., R. 1 E.
POINT OF COMMENCEMENT



Dibble
Engineering

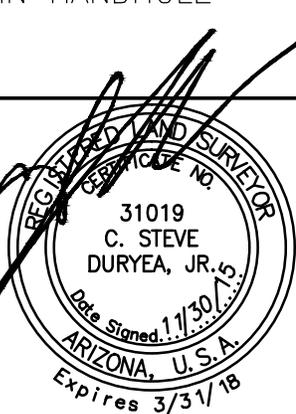


EXHIBIT "A"
105TH AVENUE RIGHT OF WAY
A PORTION OF THE SW QUARTER SECTION 5,
T1N, R1E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: NOV. 2015
DRN: BAR
CHK: CSD

PAGE 2 OF 2

Dibble Engineering
Project No 101305

EXHIBIT B
TO
ORDINANCE NO. 1597-216

[Legal Description and Map of VB West ROW]

See following pages.

LEGAL DESCRIPTION
FOR
VAN BUREN STREET WEST RIGHT OF WAY
PORTION OF APN 102-55-017

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF LOT 2 OF "THREE RIVERS COMMERCE PARK" AS RECORDED IN BOOK 899 OF MAPS, PAGE 13, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, 2644.42 FEET;

THENCE SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND THE SOUTH LINE OF SAID PLAT, 1124.94 FEET;

THENCE DEPARTING PERPENDICULAR TO SAID SOUTH LINE NORTH 01 DEGREES 08 MINUTES 42 SECONDS WEST, 65.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, ALONG AND WITH SAID NORTH LINE, 136.45 FEET;

THENCE DEPARTING SAID NORTH LINE, NORTH 45 DEGREES 40 MINUTES 41 SECONDS WEST, 9.18 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 18 SECONDS EAST, 102.05 FEET;

THENCE SOUTH 82 DEGREES 02 MINUTES 30 SECONDS EAST, 41.36 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 780 SQUARE FEET OR 0.018 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

EASEMENT AREA:
780 SF OR
0.018 ACRES

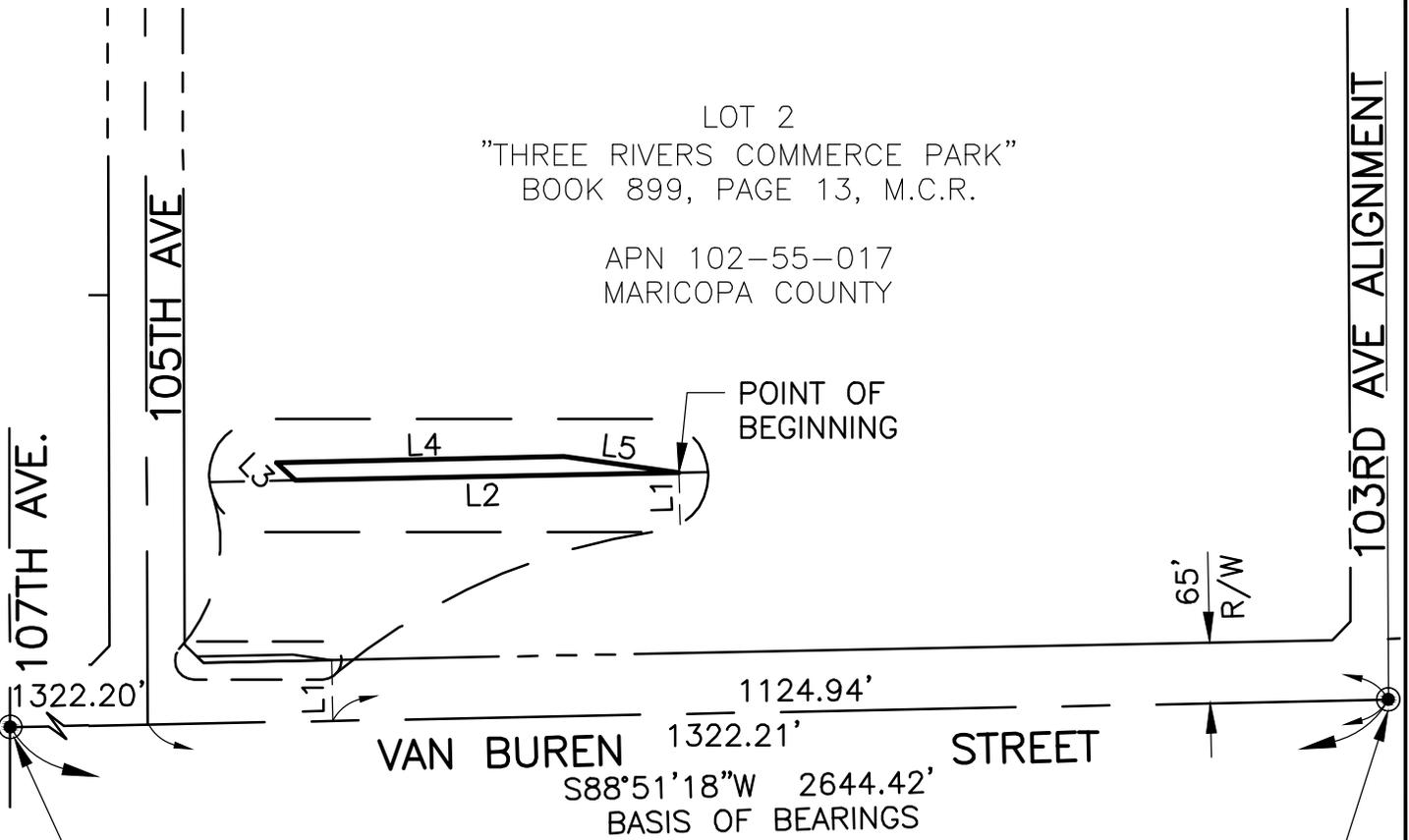


NTS

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N01°08'42"W	65.00'
L2	S88°51'18"W	136.45'
L3	N45°40'41"W	9.18'
L4	N88°51'18"E	102.05'
L5	S82°02'30"E	41.36'

LOT 2
"THREE RIVERS COMMERCE PARK"
BOOK 899, PAGE 13, M.C.R.

APN 102-55-017
MARICOPA COUNTY



FD. BRASS CAP IN HANDHOLE
SW COR SEC 5
T. 1 N., R. 1 E.

FD. ALUMINUM CAP
S 1/4 COR SEC. 5
T. 1 N., R. 1 E.
POINT OF COMMENCEMENT



Dibble
Engineering

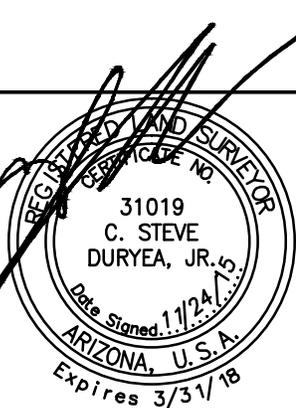


EXHIBIT "A"
VAN BUREN STREET WEST RIGHT OF WAY
A PORTION OF THE SW QUARTER SECTION 5,
T1N, R1E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: OCT. 2015
DRN: BAR
CHK: CSD

PAGE 2 OF 2

Dibble Engineering
Project No 101305

EXHIBIT C
TO
ORDINANCE NO. 1597-216

[Legal Description and Map of VB East ROW]

See following pages.

LEGAL DESCRIPTION
FOR
VAN BUREN STREET EAST RIGHT OF WAY
PORTION OF APN 102-55-017

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF LOT 2 OF "THREE RIVERS COMMERCE PARK" AS RECORDED IN BOOK 899 OF MAPS, PAGE 13, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, 2644.42 FEET;

THENCE SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND THE SOUTH LINE OF SAID PLAT, 607.95 FEET;

THENCE DEPARTING PERPENDICULAR TO SAID SOUTH LINE NORTH 01 DEGREES 08 MINUTES 42 SECONDS WEST, 65.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, ALONG AND WITH SAID NORTH LINE, 284.84 FEET;

THENCE DEPARTING SAID NORTH LINE, NORTH 01 DEGREES 08 MINUTES 42 SECONDS WEST, 6.50 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 18 SECONDS EAST, 244.28 FEET;

THENCE SOUTH 82 DEGREES 02 MINUTES 30 SECONDS EAST, 41.08 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,720 SQUARE FEET OR 0.039 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

EASEMENT AREA:
1720 SF OR
0.039 ACRES

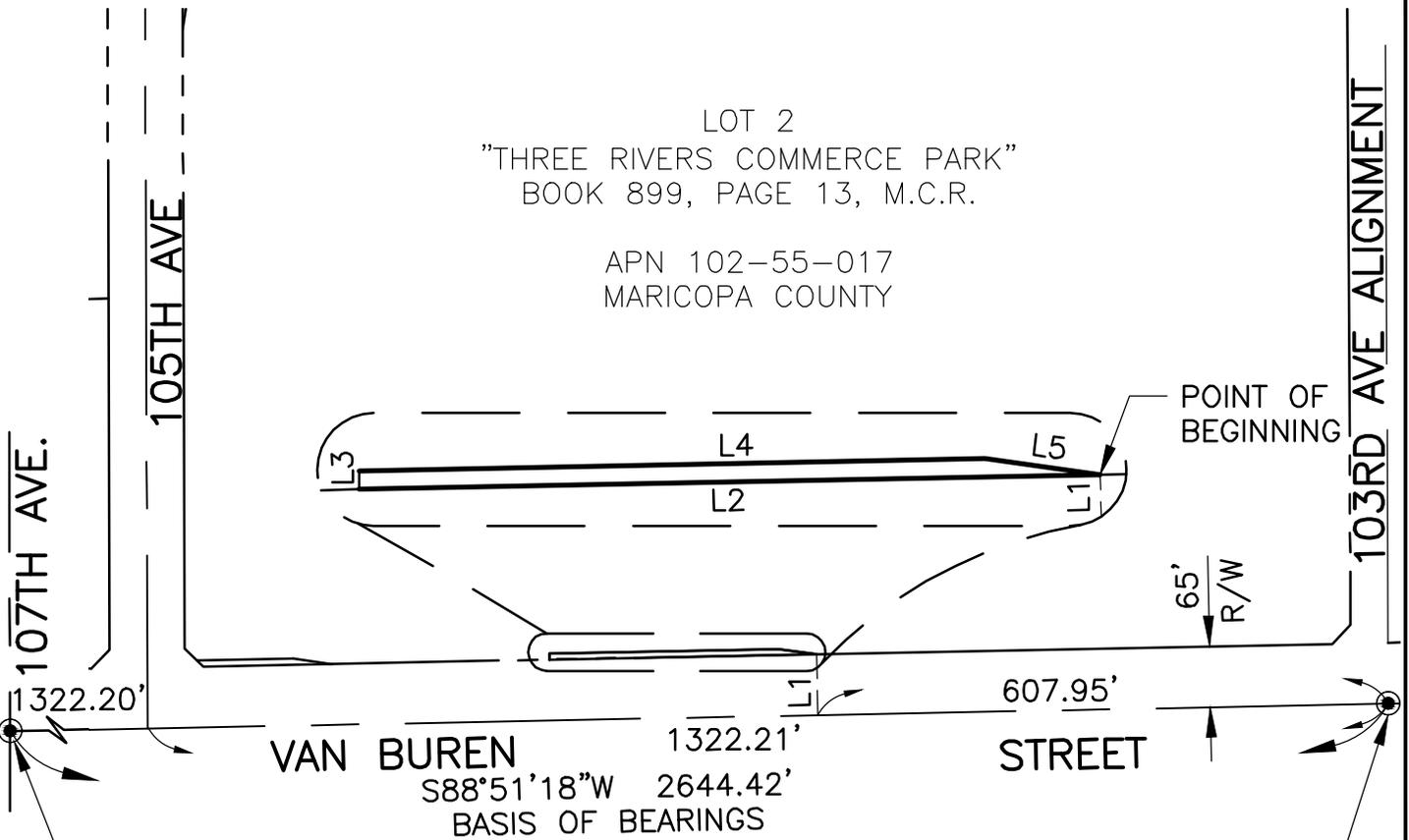


NTS

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N01°08'42"W	65.00'
L2	S88°51'18"W	284.84'
L3	N01°08'42"W	6.50'
L4	N88°51'18"E	244.28'
L5	S82°02'30"E	41.08'

LOT 2
"THREE RIVERS COMMERCE PARK"
BOOK 899, PAGE 13, M.C.R.

APN 102-55-017
MARICOPA COUNTY



FD. BRASS CAP IN HANDHOLE
SW COR SEC 5
T. 1 N., R. 1 E.

FD. ALUMINUM CAP
S 1/4 COR SEC. 5
T. 1 N., R. 1 E.
POINT OF COMMENCEMENT



**Dibble
Engineering**

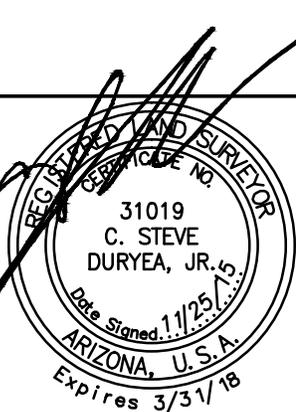


EXHIBIT "A"
VAN BUREN STREET EAST RIGHT OF WAY
A PORTION OF THE SW QUARTER SECTION 5,
T1N, R1E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: OCT. 2015
DRN: BAR
CHK: CSD

PAGE 2 OF 2

Dibble Engineering
Project No 101305

EXHIBIT D
TO
ORDINANCE NO. 1597-216

[Legal Description and Map of Utility Easement]

See following pages.

LEGAL DESCRIPTION
FOR
105TH AVENUE PUBLIC UTILITY EASEMENT
PORTION OF APN 102-55-017

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF LOT 2 OF "THREE RIVERS COMMERCE PARK" AS RECORDED IN BOOK 899 OF MAPS, PAGE 13, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, 2644.42 FEET;

THENCE SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND THE SOUTH LINE OF SAID PLAT, 1322.21 FEET TO THE SOUTHWEST CORNER OF SAID PLAT;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 13 MINUTES 03 SECONDS WEST, ALONG AND WITH THE WEST LINE OF SAID PLAT, 744.66 FEET;

THENCE DEPARTING PERPENDICULAR TO SAID WEST LINE, NORTH 89 DEGREES 46 MINUTES 57 SECONDS EAST, 48.00 FEET TO THE EAST LINE OF AN EXISTING PUBLIC UTILITY EASEMENT (P.U.E.) OF SAID PLAT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 00 DEGREES 13 MINUTES 03 SECONDS WEST, ALONG AND WITH SAID P.U.E. LINE, 255.92 FEET;

THENCE DEPARTING SAID P.U.E. LINE, SOUTH 32 DEGREES 13 MINUTES 34 SECONDS EAST, 14.15 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 03 SECONDS EAST, 197.64 FEET;

THENCE SOUTH 08 DEGREES 59 MINUTES 20 SECONDS WEST, 46.88 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,701 SQUARE FEET OR 0.039 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.

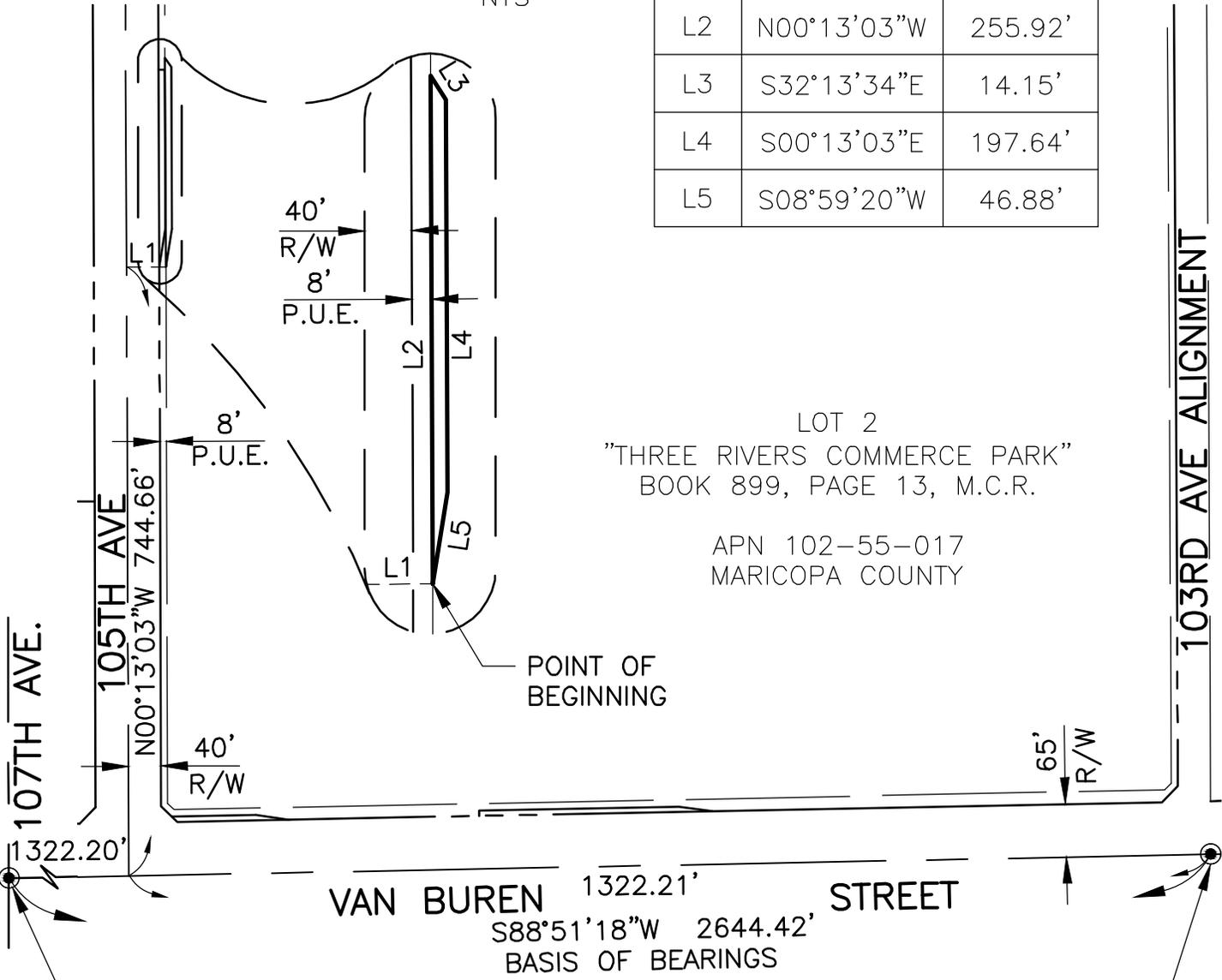


THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

EASEMENT AREA:
1701 SF OR
0.039 ACRES



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°46'57"E	48.00'
L2	N00°13'03"W	255.92'
L3	S32°13'34"E	14.15'
L4	S00°13'03"E	197.64'
L5	S08°59'20"W	46.88'



LOT 2
"THREE RIVERS COMMERCE PARK"
BOOK 899, PAGE 13, M.C.R.

APN 102-55-017
MARICOPA COUNTY

FILE:\PROJECTS\2013\101305 MC SW Justice Court Site B\CAD\EXHIBITS\APN 102-55-017-PUE-NW.dwg DATE:Dec, 02 2015 TIME: 11:35 am

FD. BRASS CAP IN HANDHOLE
SW COR SEC 5
T. 1 N., R. 1 E.

FD. ALUMINUM CAP
S 1/4 COR SEC. 5
T. 1 N., R. 1 E.
POINT OF COMMENCEMENT



**Dibble
Engineering**

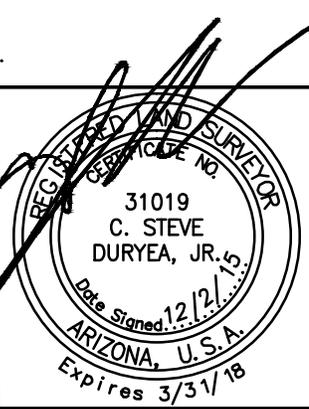


EXHIBIT "A"
105TH AVENUE PUBLIC UTILITY EASEMENT
A PORTION OF THE SW QUARTER SECTION 5,
T1N, R1E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC. 2015
DRN: BAR
CHK: CSD

PAGE 2 OF 2

Dibble Engineering
Project No 101305

EXHIBIT E
TO
ORDINANCE NO. 1597-216

[Legal Description and Map of Trail Easement]

See following pages.

LEGAL DESCRIPTION
FOR
TRAIL EASEMENT
PORTION OF APN 102-55-017

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF LOT 2 OF "THREE RIVERS COMMERCE PARK" AS RECORDED IN BOOK 899 OF MAPS, PAGE 13, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, 2644.42 FEET;

THENCE SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, ALONG AND WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND THE SOUTH LINE OF SAID PLAT, 50.56 FEET;

THENCE DEPARTING PERPENDICULAR TO SAID SOUTH LINE NORTH 01 DEGREES 08 MINUTES 42 SECONDS WEST, 73.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTH 88 DEGREES 51 MINUTES 18 SECONDS WEST, 1218.71 FEET;

THENCE NORTH 45 DEGREES 40 MINUTES 41 SECONDS WEST, 16.50 FEET TO THE EAST RIGHT OF WAY LINE OF 105TH AVENUE;

THENCE NORTH 00 DEGREES 13 MINUTES 03 SECONDS WEST, ALONG AND WITH SAID EAST LINE, 8.24 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 88 DEGREES 51 MINUTES 18 SECONDS EAST, 1242.10 FEET TO THE WEST RIGHT OF WAY LINE OF 103RD AVENUE;

THENCE SOUTH 00 DEGREES 16 MINUTES 52 SECONDS EAST, ALONG AND WITH SAID WEST LINE, 8.35 FEET;

THENCE SOUTH 44 DEGREES 17 MINUTES 31 SECONDS WEST, 16.60 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 24,705 SQUARE FEET OR 0.567 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.

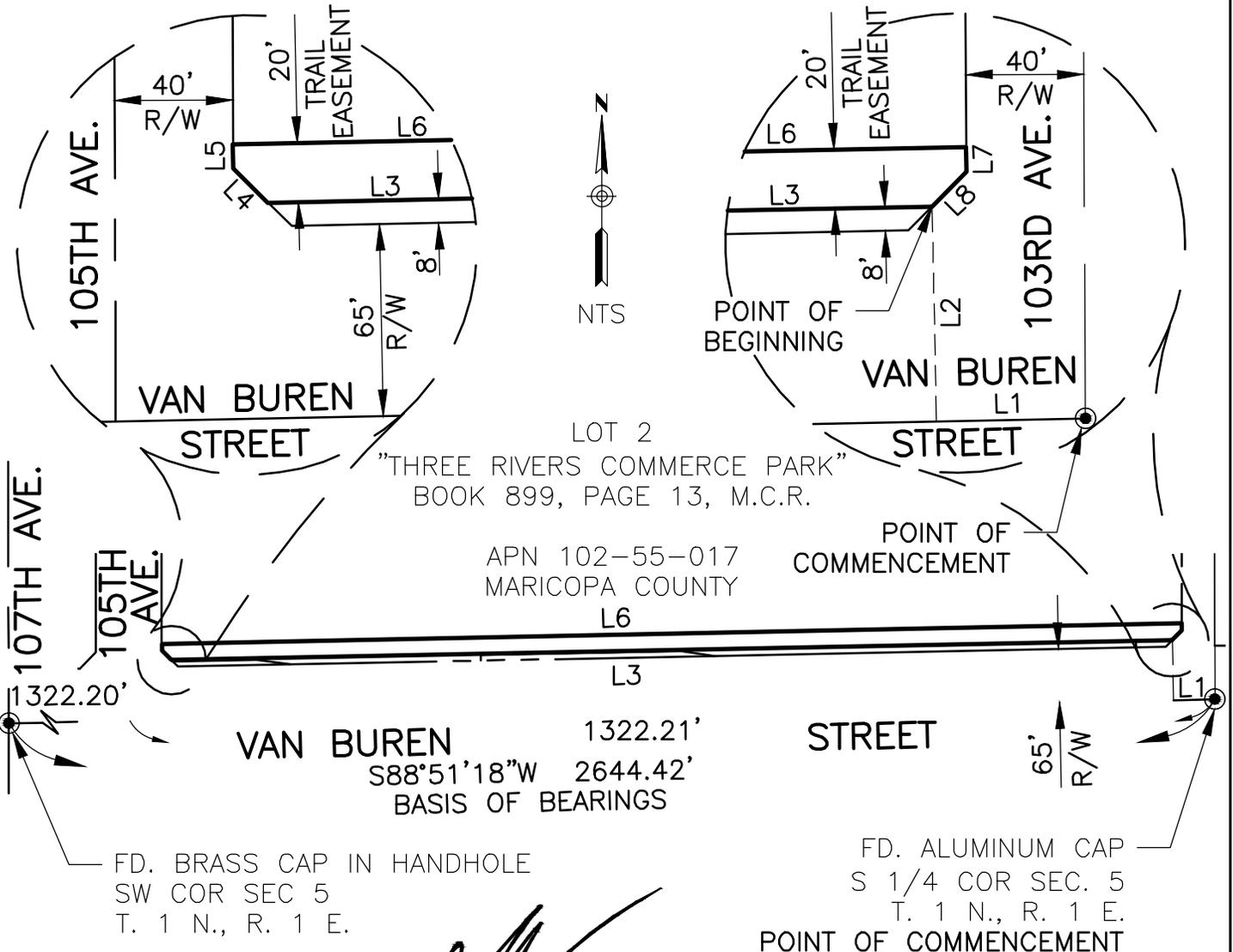


THIS IS NOT A
PROPERTY
BOUNDARY
SURVEY.

EASEMENT AREA:
24,705 SF OR
0.567 ACRES

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°51'18"W	50.56'
L2	N01°08'42"W	73.00'
L3	S88°51'18"W	1218.71'
L4	N45°40'41"W	16.50'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L5	N00°13'03"W	8.24'
L6	N88°51'18"E	1242.10'
L7	S00°16'52"E	8.35'
L8	S44°17'31"W	16.60'



Dibble Engineering
Project No 101305

EXHIBIT "A"
TRAIL EASEMENT
A PORTION OF THE SW QUARTER SECTION 5,
T1N, R1E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: JAN. 2016
DRN: BAR
CHK: CSD

PAGE 2 OF 2

FILE:\PROJECTS\2013\101305 MC SW Justice Court Site B\CAD\EXHIBITS\APN 102-55-017-TRAIL.dwg DATE:Jan, 04 2016 TIME: 08:05 am



CITY COUNCIL AGENDA

SUBJECT:

Maricopa County Southwest Regional Justice
Center

MEETING DATE:

2/1/2016

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

To provide City Council information related to the development of the Maricopa County Southwest Regional Justice Center.

DISCUSSION:

Mr. Reid Spaulding, Facilities Management Director and Ms. Joy Rich, Deputy County Manager for Maricopa County will provide Council an update regarding the development of the Southwest Regional Justice Center located at 105th Avenue and Van Buren

RECOMMENDATION:

For information purposes only.



CITY COUNCIL AGENDA

SUBJECT:
LED Streetlight Conversion Project

MEETING DATE:
2/1/2016

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will update the Mayor and City Council on the potential that exists to replace the City's streetlight system with LED (light emitting diode) streetlight technology.

BACKGROUND:

LED streetlight technology has advanced rapidly in the past 5 years and is now considered the new norm for installation in new development and construction projects. LED lighting technology currently uses approximately 50% less energy than the high pressure sodium fixtures Avondale currently has installed. The reduction in energy use translates to cost savings within the portion of Development and Engineering Services budget that is allocated for payment of utility bills.

The City currently owns, operates and maintains approximately 8,500 street lights. Staff recently completed a corrosion evaluation on approximately 75% of the streetlight inventory. The remaining 25% (2,133) of the streetlights will be evaluated this fiscal year. 6,367 poles were inspected and 412 streetlight poles are showing degradation and need replacement in the coming years. The majority of the streetlight poles that were found to be degraded were located in the Garden Lakes Subdivision. The degradation of the poles is due to the nature of the original installation which was direct burial in irrigated areas and led to a shortened lifespan. Staff estimates the cost to replace each pole to be most near \$3,600 per pole. A summary of the findings is below:

Anticipated Replacement Year	Forecasted Streetlight Replacements	Anticipated Cost
2015	22 (completed)	\$ 79,200 (Ops. Budget)
2016	23	\$ 82,800 (Ops. Budget)
2017-2020	183	\$ 658,800
2020-2023	184	\$ 662,400

DISCUSSION:

The City streetlight inventory is split between APS and SRP service territory. Avondale's streetlight system is the second largest user of electricity in the City organization. In addition the system represents the largest single utility spend from a budgetary standpoint at approximately \$735,000/year, and an extra \$80,000 is allocated for replacement fixtures and bulbs.

The streetlights that are currently installed are almost exclusively high pressure sodium technology which has largely been rendered obsolete by technologies such as LED. High pressure sodium lighting is becoming difficult to obtain. LED streetlight technology has numerous benefits such as an estimated 50% reduction in energy consumption and a much longer lifespan.

The first option for undertaking a retrofit would be procuring the services of a performance contractor who would audit the system, purchase the materials and install the lights. The City would secure private capital to finance the cost of the project and repay the loan through the recognized energy cost savings. There is the potential for an estimated energy cost savings of up to \$180,000/year. In addition to the monetary benefits, the City would be provided an updated inventory of street light equipment for asset management, and a new LED standard for new installs would be developed. The return on investment for this option would likely be 6-8 years.

The second option is to replace the streetlight poles which are degraded and rolled into the larger LED streetlight project. As of now, the cost of replacing the poles which are degraded has not yet been funded through the CIP process. As such, the benefit of this approach would be that we would be solving a problem through financing the pole purchase and installation in high priority areas over a set number of years and the project cost would be repaid through the energy savings. Utilizing this secondary option would raise the total cost of the project and push out the numbers of years it would take to see the return on invest of the project. However, staff feels this would be a prudent way to solve a pressing issue without impacting the general fund in future years.

	Fixtures Only (No Pole Replacements)	Fixtures plus Replacement of 412 Degraded Poles
Pole Cost	\$0	\$1,483,200
Total Cost	\$2,536,576	\$4,019,776
ROI (years)	6-7 years	11-12 years

BUDGET IMPACT:

It is anticipated that the City could structure a finance deal that would have no budgetary impact.

RECOMMENDATION:

The two options are presented for information, discussion and Council direction.