

**WORK SESSION
June 20, 2016
6:00 PM**

CALL TO ORDER BY MAYOR**1 ROLL CALL BY THE CITY CLERK****2. 2016 CITY OF AVONDALE STRATEGIC PLAN**

City Council will review the final draft of the 2016-2021 Five-Year Strategic Plan that will guide internal performance management and budget development and external service delivery.

3. COMMUNITY RELATIONS AND PUBLIC AFFAIRS UPDATE

City Council will receive an update from staff from the Community Relations and Public Affairs Department regarding highlights of its activities and accomplishments.

4 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 niños no estén presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:
2016 City of Avondale Strategic Plan

MEETING DATE:
6/20/2016

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

City Council will review the final draft of the 2016-2021 Five-Year Strategic Plan that will guide internal performance management and budget development and external service delivery.

BACKGROUND:

Staff began working on the strategic plan in March 2015 in an effort to establish a long-term vision and priorities that will serve as the basis for development of departmental goals, objectives, and resource allocation in the coming years. On August 15th and 17th, 2015, City Council participated in a series of Leadership Advance and Strategic Visioning sessions led by a team of consultants and two internal project managers —Stephanie Small, Neighborhood and Family Services Director, and Rob Lloyd, the City's CIO. As a result of the Strategic Visioning sessions, Council identified "a family friendly community" as a vision for the strategic plan. Council also established five governing priorities that became the basis for the City's strategic initiatives. The chart below shows the governing priorities and their corresponding initiatives.

	Governing Priorities	Strategic Initiatives
1	Business Attraction	Foster Sustainable Community Development
2	Recreation and Entertainment	Create & Support Diverse Recreation & Entertainment Opportunities
3	Education Collaboration	Advocate for and Support Community-Oriented Lifelong Learning Opportunities
4	Encourage Creativity	Encourage & Support Creative Innovation in Development & Service Delivery
5	Engage the Citizens	Create a Connected Community

A core team of five staff members was established and each core team member was assigned an initiative. The core team consisted of:

- Darryn Jones, Economic Development Specialist - Initiative 1
- Christina Underhill, Assistant Director PRLD - Initiative 2
- Dan Davis, Economic Development Director - Initiative 3
- Keisha Cyriaano, Revitalization Project Manager - Initiative 4
- Abbe Yacoben, Finance and Budget Director - Initiative 5

The strategic planning core team facilitated several rounds of meetings with departmental directors to (1) identify eighteen (18) goals for each initiative, (2) establish action items for each goal, and (3) identify key performance measures for each action item that will be tracked in a citywide dashboard.

DISCUSSION:

The 2016-2021 Five-Year Strategic Plan will be used a roadmap and tool for budgeting and resource allocation and policymaking. The strategic plan is designed as a flexible and “living” document that will updated yearly as action items are completed and goals are achieved. The core team worked with each department to ensure that the actions items were measurable and quantifiable and that each action item provided an opportunity for interdepartmental collaboration. Inter-departmental collaboration is important because it aligns each department’s work plan around a set of common goals and objectives, and identifies the shared resources required to successfully achieve each goal and objective. Together, these two aspects of inter-departmental collaboration allows the City to be more efficient in internal and external service delivery.

In order to foster inter-departmental collaboration, a departmental lead is identified for each action item and a set of collaborating departments are also identified. Leading departments will work with each collaborating department to develop a shared work plan for completing the action items. The specific steps identified in each action item will be used to develop a dashboard that will show real-time progress toward achieving each action item. The dashboard will allow city leadership and Council to evaluate performance, monitor new developments, and make corrective adjustments to each action item if necessary.

Staff is seeking comments from Council at this time with the goal of finalizing the Strategic Plan.

Staff will bring the plan back to Council for final adoption by resolution in the near future. The current plan is for Fiscal Year 2016-2017. Staff will begin the process of updating the plan for the next fiscal year this coming fall and meet with the City Council in late November or early December in time to provide guidance for the next budget year.

RECOMMENDATION:

This report is for information, discussion and direction.

ATTACHMENT:

[Avondale Strategic Plan](#)

AVONDALE STRATEGIC PLAN

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38657>



CITY COUNCIL AGENDA

SUBJECT: Community Relations and Public Affairs Update **MEETING DATE:** 6/20/2016

TO: Mayor and Council

FROM: Pier Simeri, Community Relations and Public Affairs Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff from the Community Relations and Public Affairs Department regarding highlights of its activities and accomplishments.

BACKGROUND:

The Community Relations and Public Affairs Department is one of the smallest city departments, with seven full time employees who perform a wide range of services to meet the needs of all city departments. Duties encompass a wide range of activities and services, including public information and media relations; oversight of the city's award-winning marketing and branding initiatives, as well as the city's multi-media communication platforms, from the government website to social media. The department is also involved in the planning and marketing of city special events, and coordinates programs such as the annual Citizen Leadership Academy, Legislative Link and the Resident Satisfaction Survey. The department also oversees Avondale's Intergovernmental Affairs, including advocacy for an protection of the city's interests at the State and Federal levels; Council Relations; community relations and citizen outreach and engagement.

Additionally, the department manages the Transit Division, which is responsible for all intergovernmental agreements related to transit programs, such as the city's highly successful Zoom circulator, and grants and contracts for transit and para-transit services. It also coordinates planning for future multi-modal responses to current demand and future transit needs.

The Grants Administration Division manages grant activity for city departments, researches grant opportunities and notifies departments of available grant funding opportunities; provides grant writing and technical assistance; manages grant contracts; coordinates reporting, monitors compliance and oversees grant closeout processes.

Staff from the department also serve as liaisons to the Municipal Art Committee, and manage the activities of the city's public art program.

DISCUSSION:

Here are just a few highlights of the department's accomplishments for this Fiscal Year:

- Continued to develop outstanding, award-winning marketing materials/collateral/promotions for all the departments. Approximately 150 marketing pieces are designed on an annual basis including the RAVE publication, annual report, event advertisements, logos, bus billboard signs, decals, online e-vites, calendars, promotional materials, display signs.

- Built awareness and increased community outreach with public education initiatives, such as a water quality outreach via the Public Works "Sewer Girl: campaign, current creation/development of the "Avongers" super heroes for social media and future calendar; Vote Avondale - via Carmen Electa mascot; Public safety "Lock it, Hide it, Keep it!". and 'All-American City Finalist' campaign.
- Ongoing media relations with consistent communication and outreach to local print, radio and TV media; sending out 126 press releases during the year, resulting in 70% coverage in media sources. All releases are shared on social media.
- Conducted the 2015 Annual Resident Satisfaction Survey -- over 1000 responses to the 2015 Resident Satisfaction Survey were received, providing the city with invaluable feedback and input for the 2016-2017 budget process.
- Coordinated the annual Citizen Leadership Academy, with ten residents graduating from the program, now in its tenth year.
- Assisted departments by developing and implementing a marketing strategy for large scale city events - marketing them regionally and locally -- from Tale of Two Cities Parade and Festival, Resident Appreciation/GAIN Night event, Tres Rios, Avondale Fiesta, Memorial Day, Veterans Day, Farmers Markets, KidFest.
- Expanded the use of social media (boosts), use of Geo Targeting, as well as creative use of out of market tourism funds to promote the event on interstate billboards. This year Avondale established further reach in events in use of radio advertisement on local pop radio stations, as well as on public radio.
- Defeated harmful legislation that usurped the City's local authority and contained harmful fiscal impacts to the City's General Fund, which successfully advocating for the successful passage of legislation that promotes economic development within our community.
- Encouraged community involvement in the legislative process by conducting the Legislative Link class and providing weekly updates via email to interested community members.
- Increased the number of grants in GMS streamlining the reporting process for the Grants Administrator and Departments while also increasing use of the grants research tool maximizing the number of opportunities for awards.
- Wrote or facilitated award nomination submissions increasing the City's profile within the State and Region while highlighting innovative projects and collaborations.
- Participated on the Strategic Transportation Safety Plan (STSP) as a stakeholder ensuring that Avondale is being proactive providing for safer streets for cars, bikes and pedestrians. The STSP will analyze traffic incidents and develop a plan that Avondale can use to apply for federal funding to help put those projects in action. The goal for the STSP is 10 for 10 - reduce crashes by 10% a years for the next ten years.
- Procured a vendor for the development of the new and improved Avondale.gov website which will launch in November.
- Continued to expand upon the Faces of Avondale campaign, sharing inspiring stories about people and businesses in Avondale. A complementing Instagram site for Faces of Avondale recently was launched.

RECOMMENDATION:

For information only.



CITY COUNCIL AGENDA

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

REGULAR MEETING
June 20, 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 June 6, 2016
2. Regular Meeting of June 6, 2016

b. SPECIAL EVENT LIQUOR LICENSE - HYPNOSIS NIGHT TRAIL RUN

City Council will consider a request to approve an application for a Special Event Liquor License submitted by Jamil Coury on behalf of Norawas de Raramuri for a trail run event to be held at Estrella Mountain Community Park on June 25, 2016. The Council will take appropriate action.

c. RE-PLAT FOR COPPER STATE RUBBER - APPLICATION PL-16-0087

City Council will consider a request by Mr. Jacob Earley, Hunter Engineering, Inc., for approval of a Re-Plat of the Three Rivers Commerce Park commercial/industrial subdivision located at the southeast corner of Roosevelt Street and 105th Avenue to divide an existing 35-acre parcel into two lots, a 13.7-acre parcel to accommodate the development of a manufacturing facility for Copper State Rubber, and a 21.23-acre parcel with no immediate plans for development. The Council will take appropriate action.

d. FIRST AMENDMENT TO LEASE AGREEMENT - CNC PEBBLE CREEK, LLC FOR THE SOUTHWEST FAMILY ADVOCACY CENTER

City Council will consider a request to approve the first amendment to the Lease Agreement with CNC Pebble Creek LLC to extend the square footage from 15,159 to 19,150 square feet to allow for the remodel of the current space to better accommodate current needs and future growth and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. CONTRACT FOR SERVICES AMENDMENT 1 - FY 2015-16 AREA AGENCY ON AGING, REGION ONE, INC.

City Council will consider a request to approve an amendment to the FY 2015-16 contract for services with the Area Agency on Aging, Region One, Incorporated to increase contract revenues and expenditures from \$529,069 to \$681,984 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The City Council will take appropriate action.

f. COOPERATIVE PURCHASING AGREEMENT - SEGAL WATERS CONSULTING

City Council will consider a request to approve a Cooperative Purchasing Agreement with Segal Waters Consulting for City-wide classification and compensation study in the amount of \$187,500 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. COOPERATIVE PURCHASING AGREEMENT - TITAN MACHINERY INC.

City Council will consider a request to approve a Cooperative Purchasing Agreement with Titan Machinery, Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service, and accessories for a maximum aggregate amount not to exceed \$164,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. COOPERATIVE PURCHASING AGREEMENT - WEBER WATER RESOURCES, LLC

City Council will consider a request to approve a Cooperative Purchasing Agreement with Weber Water Resources, LLC for well repair and maintenance services in an annual amount not to exceed \$280,000.00 not to exceed \$1,120,000.00 over the four (4) years of the contract and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - FERGUSON ENTERPRISES, INC.

City Council will consider a request to approve the first amendment to the Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase building and plumbing materials for a maximum aggregate amount not to exceed \$2,289,360, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. THIRD AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT - MOTOROLA SOLUTIONS, INC.

City Council will consider a request to approve the third amendment to the Communications Systems Agreement with Motorola Solutions for two-way radio equipment to increase the aggregate not-to-exceed amount by \$408,100 for a contract aggregate not-to-exceed amount of \$2,509,147.26 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 3319-616 - AMENDMENTS TO THE PLANNING COMMISSION BY-LAWS

City Council will consider a resolution amending the Planning Commission By-Laws with modern terminology, extend the time to submit recommendations to the City Council from 30 to 45 days, and allow for a Planning Commission meeting to not take place if there are no scheduled agenda items. The Council will take appropriate action.

I. RESOLUTION 3320-616 INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR FIBER-OPTIC PROJECT ALONG DYSART ROAD

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation to allow ADOT to oversee design and implementation of the Dysart Road Phase 2 Fiber Optic Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 3323-616 - INTERGOVERNMENTAL AGREEMENT WITH CITY OF PHOENIX FOR RECYCLABLE MATERIALS PROCESSING SERVICES

City Council will consider a resolution authorizing an Intergovernmental Agreement with the City of Phoenix for recyclable materials processing services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

4 RESOLUTION - 3322-616 - ARIZONA MUTUAL AID COMPACT

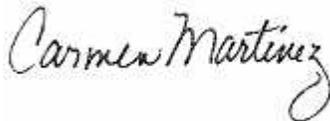
City Council will consider a resolution authorizing the city to participate with other jurisdictions and the State of Arizona in the Arizona Mutual Aid Compact for the provision of mutual aid in time of emergency and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

5 PUBLIC HEARING - FY 2016-2017 BUDGET AND PROPERTY TAX LEVY

City Council will hold a public hearing to receive comment on the property tax levy and final budget for fiscal year 2016-2017 in the amount of \$204,012,519. The Council will take appropriate action.

6 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL AGENDA

SUBJECT:

Special Event Liquor License - Hypnosis Night
Trail Run

MEETING DATE:

6/20/2016

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

Staff is recommending approval of an application for a Special Event Liquor License submitted by Jamil Coury on behalf of Norawas de Raramuri for a trail run event to be held at Estrella Mountain Community Park on June 25, 2016.

DISCUSSION:

The City Clerk's Department has received a special event liquor license application from Mr. Jamil Coury on behalf of Norawas de Raramuri. The event is an overnight trail run to be held at Estrella Mountain Regional Park on Saturday, June 25 through Sunday, June 26. The event consists of 8K, 23K and 4K trail runs. The first run will start at 7:00 pm. Liquor sales will be between 4:00 pm and 2:00 am.

The required fees have been paid. The Police and Fire Department have reviewed the application and are recommending approval.

Staff reviewed the application using the 14 factors set forth in Ordinance 1031-04. The findings are as follows:

1. Criminal history of the applicant - A background check of Mr. Coury revealed no contact with the Avondale Police Department.
2. The event is a fundraiser
3. Security measures taken by the applicant - The beer garden will be cordoned off, IDs will be checked and wrist bands will be issued. There will be security personnel available to ensure no alcohol leaves the beer garden.
4. Only beer will be served
5. Beverages will be dispensed in disposable cups and cans
6. Trail runs have been held at this location in the past, but this is the first time the group has applied for a liquor license
7. No problems are foreseen for this event in terms or noise, time or length of the event as it will be held in a remote area away from any residential areas
8. The liquor sale portion of the event will last 10 hours
9. Portable restrooms will be available for participants
10. Zoning designation at this location is RR-43. Development Services staff has indicated that the proposed use will not result in incompatible land uses.

11. Anticipated daily attendance in the liquor area is 240
12. The event is a overnight trail run
13. Per the Police and Engineering Department, no traffic control measures will be necessary.
The organizer has obtained permission from Maricopa County to hold the event at this location and there is ample parking.

RECOMMENDATION:

Staff is recommending approval of an application for a Special Event Liquor License submitted by Jamil Coury on behalf of Norawas de Raramuri for a trail run event to be held at Estrella Mountain Community Park on June 25, 2016.

ATTACHMENTS:

Description

[Application](#)

[Review by Departments](#)



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Norawas De Raramuri

SECTION 2 Non-Profit/IRS Tax Exempt Number: 27-2196347

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Estrelia Mountain Regional Park

Address of Location: 14805 West Vineyard Avenue Goodyear Maricopa AZ 85338
Street City COUNTY State Zip

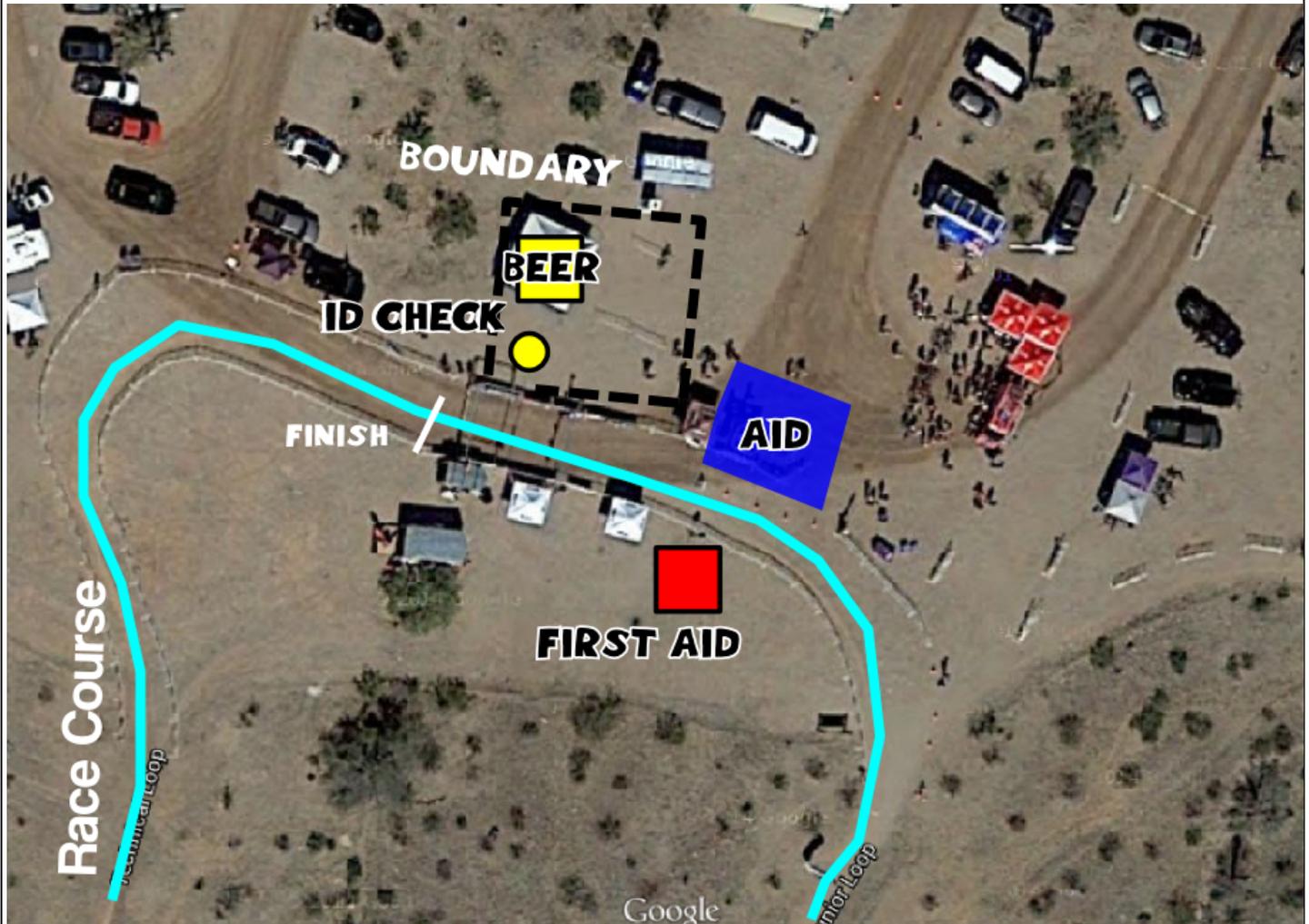
SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Coury Jamil Peter [REDACTED]
Last First Middle Date of Birth
2. Applicant's mailing address: [REDACTED]
Street City State Zip
3. Applicant's home/cell phone: (____) [REDACTED] Applicant's business phone: (____) 602-346-0554
4. Applicant's email address: [REDACTED]

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

N↑



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Michael Amille declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

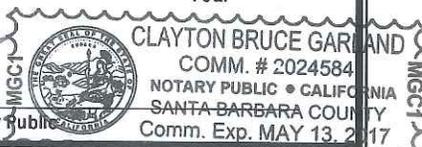
X [Signature] Treasurer 5.11.16 623.734.3766
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 11 05 2016
 Day Month Year

State California County of Santa Barbara

My Commission Expires on: May 13, 2017 Date

[Signature] Signature of Notary Public



SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Jamil Peter Coury declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

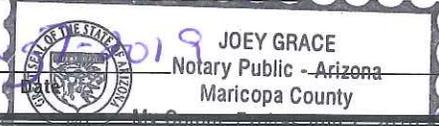
X [Signature] President 04/29/2016 602-361-7440
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 29 April 2016
 Day Month Year

State Arizona County of Maricopa

My Commission Expires on: Aug 7, 2019 Date

[Signature] Signature of Notary Public



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

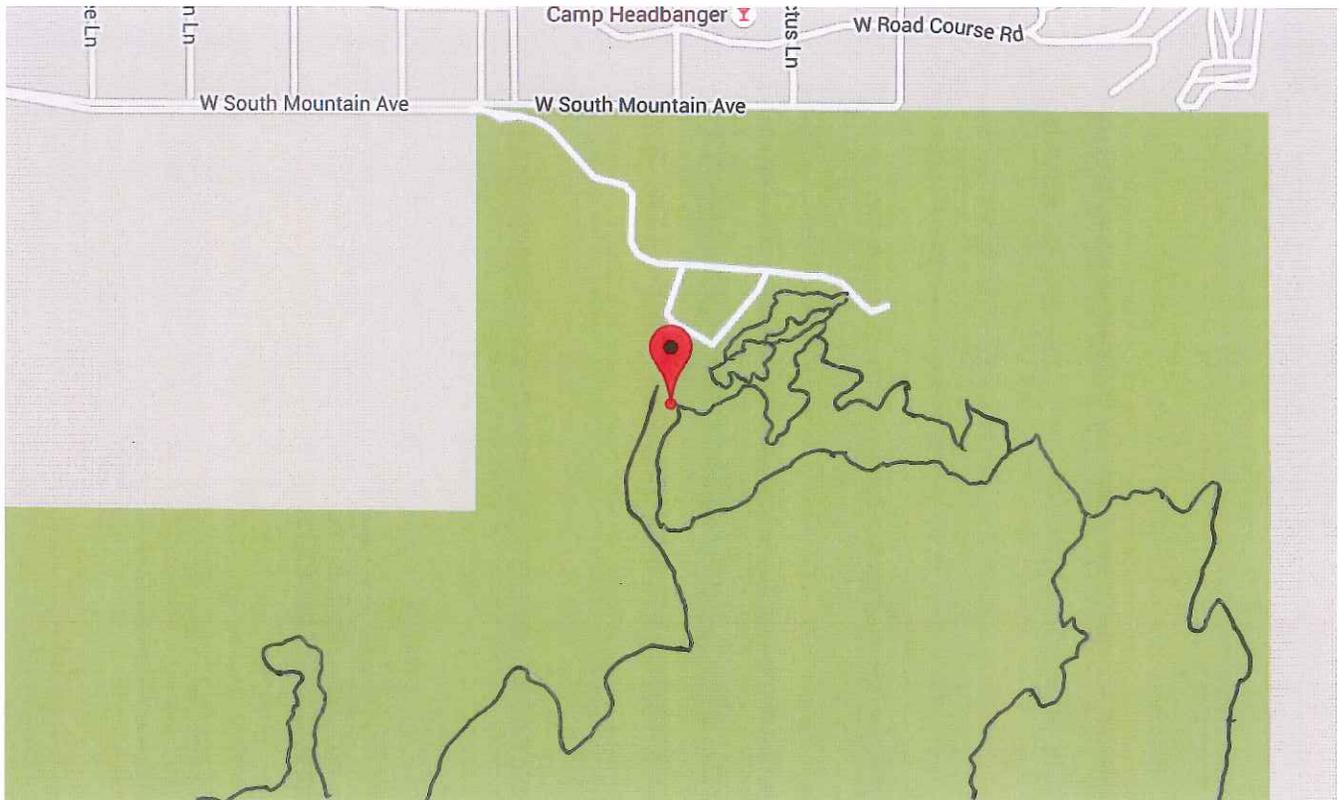
D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



33°21'52.7"N 112°19'09.5"W



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
 FIRE DEPARTMENT
 FINANCE DEPARTMENT
 DEVELOPMENT SERVICES

APPLICANT'S NAME: JAMIL PETER COURY

ORGANIZATIONS NAME: NORAWAS DE RARAMURI

EVENT ADDRESS: ESTRELLA MOUNTAIN REGIONAL PARK, 14805 WEST VINEYARD AVE.

CITY: GOODYEAR **STATE:** AZ. **ZIP CODE:** 85338

PURPOSE OF EVENT: TRAIL RUN

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE
Police Chief

TITLE

5/19/16

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 20, 2016
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23, 2016

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JAMIL PETER COURY

ORGANIZATIONS NAME: NORAWAS DE RARAMURI

EVENT ADDRESS: ESTRELLA MOUNTAIN REGIONAL PARK, 14805 WEST VINEYARD AVE.

CITY: GOODYEAR **STATE:** AZ. **ZIP CODE:** 85338

PURPOSE OF EVENT: TRAIL RUN

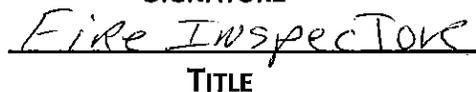
DEPARTMENTAL COMMENTS:

APPROVED

DENIED


SIGNATURE


DATE


TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 20, 2016
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23, 2016

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- DEVELOPMENT SERVICES

APPLICANT'S NAME: JAMIL PETER COURY

ORGANIZATIONS NAME: NORAWAS DE RARAMURI

EVENT ADDRESS: ESTRELLA MOUNTAIN REGIONAL PARK, 14805 WEST VINEYARD AVE.

CITY: GOODYEAR **STATE:** AZ. **ZIP CODE:** 85338

PURPOSE OF EVENT: TRAIL RUN

DEPARTMENTAL COMMENTS:

APPROVED

DENIED



SIGNATURE

Chief Building Official

TITLE

5/19/16

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 20, 2016
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23, 2016

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

FINANCE DEPARTMENT

DEVELOPMENT SERVICES

APPLICANT'S NAME: JAMIL PETER COURY

ORGANIZATIONS NAME: NORAWAS DE RARAMURI

EVENT ADDRESS: ESTRELLA MOUNTAIN REGIONAL PARK, 14805 WEST VINEYARD AVE.

CITY: GOODYEAR **STATE:** AZ. **ZIP CODE:** 85338

PURPOSE OF EVENT: TRAIL RUN

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE
Senior Planner

TITLE

5-19-2016

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **JUNE 20, 2016**
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **MAY 23, 2016**



Development Services & Engineering Department

DATE: May 19, 2016

TO: Carmen Martinez, City Clerk

PREPARED BY: Ken Galica, Senior Planner (623) 333-4019

SUBJECT: Hypnosis Night Trail Run
Special Event Liquor License (Series 15)
14805 West Vineyard Avenue

The applicant is proposing to hold the “Hypnosis Night Trail Run”, a running race, in Estrella Mountain Regional Park on June 25th from 4:00 P.M. to 2:00 A.M. While the majority of the County-owned Regional Park is located within the City of Goodyear, the event is proposed for the easternmost portion of the park, south of Phoenix International Raceway, located within Avondale’s municipal limits. This same property is utilized by Phoenix International Raceway for parking recreational vehicles during major race event weeks, through an agreement between PIR and Maricopa County. The applicant is seeking to sell beer to wrist-banded event goers at a location near the night run start/finish area, with sale and consumption limited to that specific locale. A Series 15 special event liquor license is required to allow sale of alcohol at the special event.

Special event liquor licenses are not required to meet any separation requirements to nearby churches or schools.

The General Plan designates the property as Open Space and the property is zoned RR-43 (Rural-Residential). Special events may occur on any property irrespective of General Plan designation or zoning.

Staff recommends approval of this request.

Attachment: Aerial Photograph
Zoning Vicinity Map



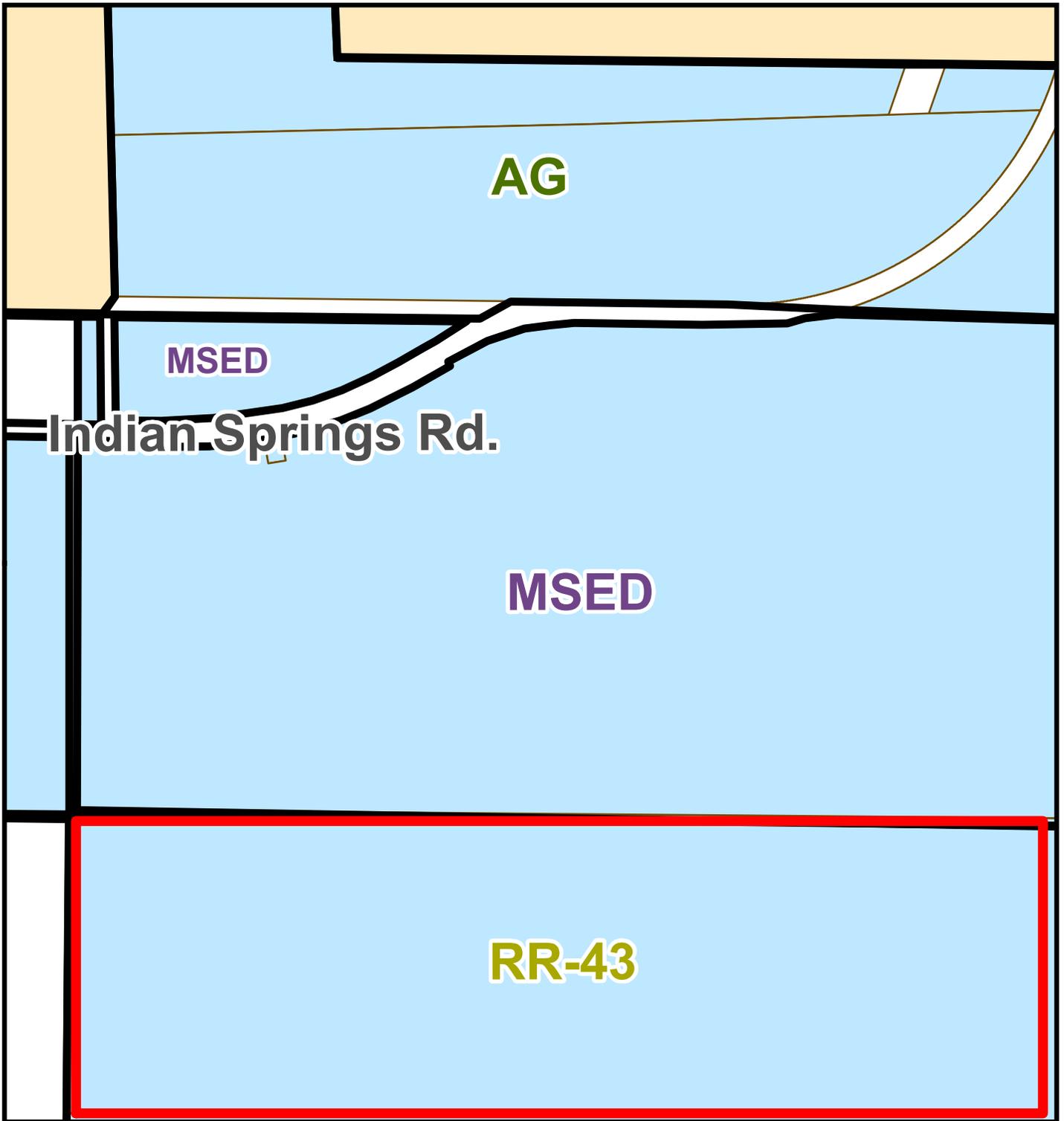
Indian Springs Rd.

Aerial Photograph



Event Location





Zoning Vicinity Map



 Event Location



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

- POLICE DEPARTMENT
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- DEVELOPMENT SERVICES



APPLICANT'S NAME: JAMIL PETER COURY

ORGANIZATIONS NAME: NORAWAS DE RARAMURI

EVENT ADDRESS: ESTRELLA MOUNTAIN REGIONAL PARK, 14805 WEST VINEYARD AVE.

CITY: GOODYEAR **STATE:** AZ. **ZIP CODE:** 85338

PURPOSE OF EVENT: TRAIL RUN

DEPARTMENTAL COMMENTS:

APPROVED
 DENIED



SIGNATURE
Tax Audit Supervisor

TITLE

5/23/16

DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: JUNE 20, 2016
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: MAY 23, 2016



CITY COUNCIL AGENDA

SUBJECT:

Re-Plat for Copper State Rubber - Application
PL-16-0087

MEETING DATE:

6/20/2016

TO:

Mayor and Council

FROM:

Tracy Stevens, Development and Engineering Services Department Director
(623) 333-4013

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

Approval of a Re-Plat that divides an existing 35-acre parcel into two lots, a 13.7-acre parcel to accommodate the development of a manufacturing facility for Copper Springs Rubber, and a 21.2-acre parcel with no immediate plans for development.

PARCEL SIZE:

Approximately 35 Net Acres

LOCATION:

Southeast corner of Roosevelt Street and 105th Avenue (Exhibits A and B)

APPLICANT:

Mr. Jacob Earley, Hunter Engineering, Inc. (480) 991-3985

OWNER:

Mr. Robert Guarena, Seefried Industrial Properties, Inc. (602) 714-4150

BACKGROUND:

Copper State Rubber, a manufacturer of industrial grade hoses used primarily in oil production, is seeking to locate on the westernmost 13.7 acres located at the southeast corner of Roosevelt Street and 105th Avenue. The property was annexed into the City of Avondale on March 17, 1986.

The proposed 13.7-acre development site is part of a larger 35-acre parcel which was created by the Three Rivers Final Plat, approved by the City Council on January 16, 2007. In addition to creating the 35-acre parcel (Lot 1), the Plat dedicated right-of-way for 105th Avenue, Roosevelt Street, Pierce Street, and 103rd Avenue. This Re-Plat is required to divide Lot 1 of the 2007 recorded plat, formally creating the parcel upon which Copper State Rubber will develop its manufacturing facility.

The site was rezoned from Agricultural (AG) to Commerce Park (CP) on February 17, 2015. The proposed Copper State Rubber facility, a light manufacturing use, is allowed by right in the CP zoning district. The proposed facility also includes an outdoor storage component where materials used in the manufacturing process will be staged prior to assembly and where completed orders will be held prior to shipment. Outdoor storage ancillary to a light manufacturing use requires approval of a Conditional Use Permit (CUP) in the CP District, and the City Council approved the CUP

allowing for the outdoor storage component of the business on September 21, 2015. The approval requires all storage to be fully screened by decorative perimeter walls, with materials not exceeding the height of the wall.

A Site Plan for Copper State Rubber was approved subject to conditions on October 5, 2015. That 2015 Site Plan approval allowed for construction of an approximately 207,000 square foot building comprised of a small office component and larger manufacturing and testing area. After further consideration, Copper State Rubber determined that the proposed 207,000 square foot building was larger than what was needed, and submitted an application to amend the Site Plan in March 2016. The amended Site Plan, which reduced the size of the building to 152,392 square feet but leaves additional land adjacent to the building for future expansion, was approved subject to conditions on May 24, 2016 (Exhibit D). Except for the area reduction, the proposed layout remains consistent with the original approval. Approval of a Re-Plat creating the parcel upon which Copper State Rubber will develop their facility is a stipulation of the Site Plan approval.

Final construction documents and civil plans for the Copper State Rubber development are currently in review by the City. Approval of this Re-Plat, formally creating a parcel line between the Copper State Rubber site and the 21.2 acres of undeveloped, unplanned land located immediately to the east. is required before those final plans can be approved and the City can issue construction permits for the Copper State Rubber development.

SUMMARY OF REQUEST:

The proposed Re-Plat divides Lot 1 of the recorded Three Rivers Commerce Park commercial/industrial subdivision into two parcels, as follows:

- **Lot 1:** Approximately 13.7 acres located at the southeast corner of Roosevelt Street and 105th Avenue. This parcel, zoned CP (Commerce Park) will accommodate the development of the Copper State Rubber manufacturing facility and all required site improvements, such as retention, parking, and landscaping.
- **Lot 2:** Approximately 21.2 acres located at the southwest corner of Roosevelt Street and the 103rd Avenue alignment, zoned CP (Commerce Park). There are no current applications related to development of this portion of the property. Future development of the site will be required to conform to the Zoning Ordinance's CP district requirements, as well as all other applicable City documents such as the Freeway Corridor Specific Plan, General Engineering Requirements, etc.

The proposed Re-Plat does not dedicate any right-of-way or easements. All required right-of-way and easements were obtained with recordation of the original 2007 Three Rivers Commerce Park Final Plat approval.

PARTICIPATION:

Public notification is not required for Re-Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Re-Plat applications.

ANALYSIS:

- The proposed Re-Plat has been reviewed by the City's Registered Land Surveyor consultant and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- The proposed Re-Plat conforms to the boundaries of the approved Site Plan for Copper State Rubber.

- Approval and recordation of the Re-Plat is required before the City may issue permits for construction of Copper State Rubber.
- All required right-of-way and easements pertaining to this land were dedicated with approval and recordation of the Three Rivers Final Plat in 2007. The City's Engineering Division has determined that no additional right-of-way or easements are needed at this time.

FINDINGS:

The proposed request complies with all applicable City documents, including but not limited to the Avondale Subdivision Regulations, Avondale Zoning Ordinance, Avondale General Plan 2030, and the General Engineering Requirements Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-16-0087 as part of the June 20, 2016 consent agenda.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-16-0087, a request for approval of a Re-Plat of the Three Rivers Commerce Park commercial/industrial subdivision for Copper State Rubber, located at the southeast corner of Roosevelt Street and 105th Avenue.

ATTACHMENTS:**Description**

[Exhibit A - Zoning Vicinity Map](#)

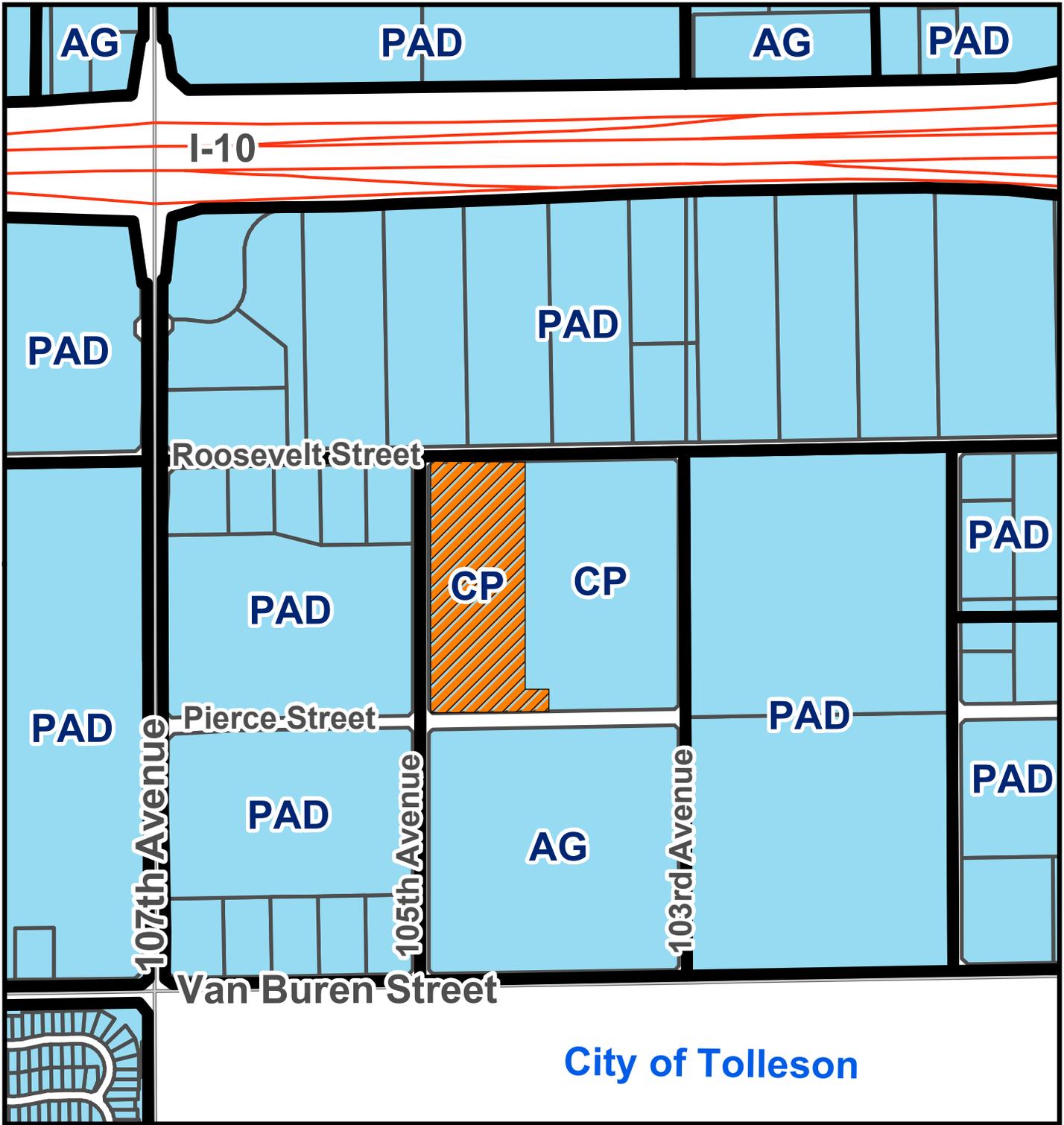
[Exhibit B - Aerial Photograph](#)

[Exhibit C - Proposed Re-Plat for copper State Rubber](#)

[Exhibit D - Approved Site Plan](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019



Zoning Vicinity Map



 Subject Property





Aerial Photograph



 Subject Property



Exhibit C

Proposed Copper State Rubber Re-Plat

Due to its size, this document has been posted separately:

<http://www.avondale.org/DocumentCenter/View/38654>

Exhibit D

Approved Site Plan

DUE TO ITS SIZE, THIS DOCUMENT IS POSTED SEPARATELY:

<http://www.avondale.org/DocumentCenter/View/38653>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Lease Agreement - CNC
Pebble Creek, LLC for the Southwest Family
Advocacy Center

MEETING DATE:

6/20/2016

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

PURPOSE:

Staff is recommending approval of an amendment to the Lease Agreement with CNC Pebble Creek LLC to extend the square footage from 15,159 to 19,150 square feet to allow for the remodel of the current space to better accommodate current needs and future growth and authorize the Mayor or City Manager and City Clerk to execute the necessary 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. The City of Avondale (on behalf of the partners) and CNC Pebble Creek LLC entered into a Lease Agreement dated April 16, 2012. The parties wish to amend the agreement to expand the square footage of the SWFAC from 15,159 square feet to 19,150 square feet and remodel the current space to better accommodate current needs and future growth.

DISCUSSION:

CNC Pebble Creek LLC has made available an additional 3,991 square feet in the current building occupied by the SWFAC. The expansion and remodel provides for the following: an expanded waiting area and family rooms; an additional forensic interview room and updated soundproofing in all interview rooms; expanded therapy offices; increased collaboration as all law enforcement will be co-located in the same area; doubling the size of SWFAC's current training/meeting room and moving it to the first floor which also makes it accessible to our communities.

Our current lease rate is \$20.25 per square foot with an increase to \$21.25 beginning October 1, 2016, and continuing until the end of the lease (September 30, 2017). The lease addendum provides the opportunity to lock in rates for an expanded lease term and to start over at the 2012 lease rate of \$19.25 per square foot. See attached lease addendum. CNC Pebble Creek LLC at its sole costs and expense will perform all construction of improvements, alterations and additions.

The approval of the lease amendment ensures that SWFAC will not have to relocate at the end of September 2017, or incur the costs associated with such a move.

BUDGET IMPACT:

The approval of the lease addendum will change the annual rent to \$19.25 per square foot for 19,150 square feet with \$1.00 per square foot increases every two years.

The current annual lease is \$306,972; \$25,581 per month; \$6395 per partner agency per month. The amended annual lease is \$368,638; \$30,719 per month; \$7,680 per partner agency per month. Budget authority has been requested in the fiscal 2017 budget year.

The other partner agencies (Buckeye, Goodyear and MCSO) have received financial approval for their share of the lease increase.

RECOMMENDATION:

Staff recommends that the City Council approve the Lease Amendment Agreement between the City of Avondale and CNC PebbleCreek LLC and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[First Amendment to Lease Agreement](#)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of the Effective Date by and between **CNC PEBBLE CREEK, LLC**, an Arizona limited liability company ("Landlord") and **CITY OF AVONDALE**, an Arizona municipal corporation ("Tenant"). Landlord and Tenant are referred to collectively as the "Parties." The "Effective Date" shall be the date as defined below.

RECITALS

A. The Parties entered into that certain Lease Agreement dated April 16, 2012 (the "Agreement") regarding that certain real property located in Goodyear, Arizona, as more particularly described therein. Unless otherwise defined, all capitalized terms shall have the meaning set forth in the Agreement.

B. The Parties wish to amend the Agreement as set forth in this Amendment.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the faith full performance thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Accuracy of Recitals. The parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

(a) Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the provisions of this Lease, that certain building located at 2333 N. Pebble Parkway, Goodyear, AZ 85395 containing approximately 19,150 square feet (the “Premises”), together with all improvements and now or thereafter located on or within the Premises and appurtenant thereto.”

(b) Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The “Common Areas” include, but are not limited to, the parking areas, corridors, lobbies, elevators and restrooms. It is understood and agreed that throughout the term of the Lease, Tenant and Tenant’s employees, clients and patrons shall have an exclusive right to use the Common Areas, together with all improvements and appurtenances thereto now and hereafter, in common with other tenants in the Building, for the purpose of ingress and egress on foot and by motor vehicles, for parking motor vehicles and for loading and unloading.”

(c) Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Unless sooner terminated in accordance with the terms of this Lease, the term of this Lease shall commence on October 1, 2012 (the “Commencement Date”) and terminate on the date that is 166 months after the Commencement Date (the “Term”). Unless the Tenant is in breach of this Lease, Tenant shall have the opportunity to renew the Term for a period of sixty (60) months (the “Renewal Term”). Should Tenant wish to use the Renewal Term, Tenant shall notify Landlord in writing of its intent to at minimum six (6) months prior to the end of the Term. If Tenant fails to notify Landlord of its intent prior to the date that is six (6) months prior to the end of the Term, Landlord shall assume that Tenant will not be exercising its right to the Renewal Term and shall have the right to begin to market the space for lease and shall have no obligations to Tenant for the Renewal Term. The rent for the Renewal Term shall be mutually determined by Landlord and Tenant at the time Tenant notifies Landlord of its intent to renew this Lease. If Landlord and Tenant do not mutually agree on the rent for the Renewal Term prior to the end of the Term, then either party has the right to terminate this Lease by written notice to the other party.”

(d) Section 4(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Rent shall be increased on the second anniversary of the Commencement Date to the rate of \$25,581.00 per month.”

(e) Exhibit A of the Agreement is hereby deleted in its entirety.

3. Additional Tenant Improvements, Carpet Replacement and Covered Parking.

(a) Landlord, at its sole costs and expense, shall perform all work concerning the construction and installation of certain improvements, alterations and additions to the Premises, as shown upon the finalized architectural plans (“Additional Final Plans”), approved by Tenant and attached hereto as Exhibit B and incorporated herein by reference (“Additional Tenant Improvements”). The Additional Tenant Improvements shall be completed no later than six (6) months from Landlord’s receipt of governmental approval of Additional Final Plans. Landlord shall be responsible for obtaining any and all governmental approvals for the Additional Tenant Improvements. Tenant shall cooperate with Landlord in obtaining such approvals. Tenant shall be responsible for the following improvements: (i) all IT infrastructure, and cabling, meaning all low voltage wiring, card readers, magnetic locks, intercom systems, phone systems, computer systems, cameras, etc.; (ii) all specialty finishes and painting (murals etc.); and (iii) all furniture, fixtures, equipment and décor, including but not limited to signage, cubicles, etc. Tenant shall be responsible for the cost of all improvements to the Premises that are not on the Additional Final Plans, and Landlord will not authorize to be made, nor make any improvements to the Premises that are not on the approved Additional Final Plans without the express written consent and instruction from Tenant, along with a fully approved authorization

for additional cost. Tenant shall have free access to the Premises for inspection purposes during the Additional Tenant Improvements.

(b) Landlord, at its sole cost and expense shall replace the carpet in the Premises during the month of July 2019. Carpet shall be selected by Tenant but shall be of the same quality and grade of existing carpet in the Premises.

(c) Landlord, at its sole cost and expense, shall construct a covered parking canopy at the southern most portion of the Premises, and shall provide to Tenant eight (8) reserved covered parking spaces at no additional charge.

4. Effective Date of Amendment and Rent. The "Effective Date" of this Amendment is the later of (a) July 1, 2016 or (b) that certain first day of the month following the day that Landlord receives either a temporary or permanent certificate of occupancy. Notwithstanding anything to contrary contained in the Agreement or this Amendment, the Rent shall be amended as of the Effective Date as follows:

Months	Annual Rent	Monthly Rent	Rate
During the 24 months of the Effective Date	\$368,638.00	\$30,712.00	\$19.25
During the 25th month to the 48th month of the Effective Date	\$387,788.00	\$32,316.00	\$20.25
During the 49th month to the 72nd month of the Effective Date	\$406,938.00	\$33,911.00	\$21.25
During the 73rd month to the 96th month of the Effective Date	\$426,088.00	\$35,507.00	\$22.25
During the 97th month to the 120th month of the Effective Date	\$445,238.00	\$37,103.00	\$23.25

5. Effect of Amendment. Except as specifically modified by this Amendment, the Agreement remains in full force and effect and is in all events ratified, confirmed and approved.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[signatures on the following page]

“Tenant”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

Date: _____

ATTEST:

Carmen Martinez, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2015, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

(Affix Notary Seal Here)

EXHIBIT B



CITY COUNCIL AGENDA

SUBJECT:

Contract for Services Amendment 1 - FY 2015-16
Area Agency on Aging, Region One, Inc.

MEETING DATE:

6/20/2016

TO: Mayor and Council
FROM: Abbe Yacoben, Finance and Budget Director
THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests that City Council approve an amendment to the FY 2015-16 contract for services between Area Agency on Aging, Region One, Incorporated, and the City of Avondale to increase contract revenues and expenditures from \$529,069 to \$681,984 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In previous years, the City accounted for senior program activities in both the General Fund and Senior Programs Fund. During the FY 2015-16 budget process, staff consolidated the Area Agency on Aging, Region One, Incorporated (AAA), program activities into a single fund, the Senior Programs Fund. During the FY 2015-16 contracting process, staff inadvertently omitted from the contract \$151,465 of Council-approved General Fund budgeted revenues and expenditures associated with the consolidation. In addition, AAA awarded additional one-time program funding totaling \$1,450 to the City after the original contract was executed.

DISCUSSION:

The contract amendment is necessary to correct the inadvertent administrative error that resulted in \$151,465 of General Fund budgeted revenues and expenditures being omitted from the original contract amount, and to increase the original contract for the \$1,450 of one-time Area Agency on Aging, Region One, Incorporated, program funding that became available after the City entered into the original contract.

BUDGET IMPACT:

This action has no budgetary impact as contract expenditures and revenues, as amended, have already been budgeted. However, staff will make a budget adjustment to increase spending authority by \$1,450 in Senior Program Fund accounts 202-7120-00-7310 and 202-7121-00-7310 and decrease spending authority in Other Grants Fund account 209-5300-00-6990.

RECOMMENDATION:

Staff recommends that City Council approve an amendment to the FY 2015-16 contract for services between Area Agency on Aging, Region One, Incorporated, and the City of Avondale to increase contract revenues and expenditures from \$529,069 to \$681,984 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[FY 2015-16 Area Agency on Aging, Region One, Incorporated, Contract for Services Amendment 1](#)

CONTRACT FOR SERVICES BETWEEN

AMENDMENT 1

2016-06-AVO

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-1000 fax:623-333-0100

EFFECTIVE DATE OF THIS AMENDMENT: March 1, 2016

PURPOSE OF THE AMENDMENT:

1. To increase Area Agency funding for Congregate Meals by \$300 from \$82,586 to \$82,886 for the purchase of kitchen supplies.
2. To increase Area Agency funding for Home Delivered Meals by \$1,150 from \$116,294 to \$117,444 for the purchase of delivery supplies.
3. To update service budgets by an additional \$151,465 of City of Avondale Council-approved budgeted revenues and expenditures that were excluded from the original contract operating budget.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. IN WITNESS THEREBY OF SIGNATURE, THE PARTIES ENTER INTO THIS CONTRACT:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF AVONDALE

Signature and Date

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

Signature and Date

David Fitzhugh, City Manager

Attest: City Clerk

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2016-06-AVO

CONTRACTOR: City of Avondale

Document *Amendment 1*

Contract Term July 1, 2015 to June 30, 2016

Contract Payment Ceiling for All Services: **TOTAL: \$ 302,014**

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
Area Agency	82,886	117,444	48,946	52,738
Project Income	6,875	1,885	-	1,260
Non-Fed Inkind	9,375	9,375	18,750	-
Non-Fed Cash	53,778	122,938	66,394	89,340
Other Federal	-	-	-	-
TOTAL	152,914	251,642	134,090	143,338
EXPENSES				
Personnel	63,894	106,168	68,629	43,533
ERE	20,310	32,930	25,240	7,900
Prof&Outside	-	-	2,000	-
Travel	-	8,262	-	24,112
Space	17,105	14,339	32,216	-
Equipment	-	16,000	-	53,600
Materials/Supl	42,485	53,195	1,700	-
Operating Svc	9,120	20,748	4,305	14,193
Indirect	-	-	-	-
TOTAL	152,914	251,642	134,090	143,338
Units	13,000	15,000	2,925	14,000
Unit Rate	\$ 11.76	\$ 16.78	\$ 45.84	\$ 10.24

COMMUNICATION PAGE
(not an integral page of the Contract)

**5/24/16, 5/31/16, 6/7/16 EMAILED TO: cmartinez@avondale.org
esparks@avondale.org**



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Segal
Waters Consulting

MEETING DATE:

6/20/2016

TO: Mayor and Council**FROM:** Cherlene Penilla, Human Resources Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that City Council approve a Cooperative Purchasing Agreement in the amount of \$187,500 for a city-wide classification and compensation study through Segal Waters Consulting and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City's current classification and compensation system was implemented in 2001. Based upon its age, as well as a dramatically changing market, it is necessary to conduct a comprehensive review of the system. This would include updating all job descriptions, reviewing classification specifications, establishing a city-wide pay philosophy and market position, conducting a comprehensive market assessment and implementing recommendations. Therefore, funding was requested in the Human Resources budget for fiscal year 2016/2017.

The classification and compensation project needs to start at the beginning of the new fiscal year so that recommendations can be begin to be implemented in the 2017/2018 budget year.

The City of Glendale competitively bid for classification and compensation consulting services and found that Segal Waters was the most responsive bid. Avondale can purchase services using the City of Glendale's professional services agreement.

DISCUSSION:

Segal Waters has recent experience in Arizona providing similar consulting services to the City of Glendale, City of Prescott, the City of Chandler, the City of Phoenix, Yavapai College, Central Arizona Project, and Coconino County. Additionally, Segal Waters will not use subcontractors for the Avondale project. All project team members will be regular full-time employees of Segal Waters.

BUDGET IMPACT:

Staff estimates \$187,500 in expenditures for the term of the contract ending June 30, 2017. Funding is available in the proposed FY 2017 City budget. Expenditures will be charged to 101-5700-00-6180.

RECOMMENDATION:

Staff recommends that City Council approve the Professional Services Agreement in the amount of

\$187,500 for a city-wide classification and compensation study through Segal Waters Consulting and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Segal Water Consulting](#)

CPA – SEGAL WATERS CONSULTING

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38655>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Titan Machinery Inc.

MEETING DATE:

6/20/2016

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Titan Machinery, Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service, and accessories for a maximum aggregate amount not to exceed \$164,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, Maricopa County entered into a contract with Titan Machinery, Inc. to supply heavy duty truck, construction & agricultural/industrial fleet & equipment parts, services and accessories. The initial term of the contract is in effect until July 31, 2016 and provides for (4) one-year automatic renewal options. The Maricopa County contract contains cooperative use language which extends the use of the contracts to municipalities.

DISCUSSION:

In order to properly maintain city vehicles and equipment, fleet services must purchase parts, supplies and services from qualified vendors. Titan Machinery, Inc. is a current registered vendor with the city and has satisfactorily supplied the city with parts and service in the past. Staff estimates \$4,000 in expenditures for the first term of the contract and \$40,000 for the remaining four extensions per fiscal year, for a cumulative total over the contract period not to exceed \$164,000, subject to budget approval.

BUDGET IMPACT:

Funding is available in the approved city budget and subject to annual budget authority. Expenditures are typically charged to 606-5200-00-7410 parts and 606-5200-00-6330 contractual maintenance vehicles.

RECOMMENDATION:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Titan Machinery, Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed \$164,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[CPA - Titan Machinery Inc.](#)

COOPERATIVE PURCHASING AGREEMENT – TITAN MACHINERY INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38651>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Weber Water Resources, LLC

MEETING DATE:

6/20/2016

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that City Council approve a Cooperative Purchasing Agreement with Weber Water Resources, LLC, to well repair and maintenance services in an amount of \$280,000.00 annually for four (4) years not to exceed \$1,120,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive process, the City of Mesa entered into contract # 2015264 with Weber Water Resources, LLC, to provide deep well and well pump maintenance and repair services. The initial term of the contract is in effect until June 30, 2017 and provides for three successive one-year renewal terms. The City of Mesa contract contains cooperative use language which extends the use of the contract to municipalities.

DISCUSSION:

Avondale's Water Production Facilities utilize deep wells and well pumps which require preventative, corrective, and emergency maintenance. These facilities have deep well shafts as well as vertical, submersible, and centrifuge pumps that can be difficult and time consuming to access. It is imperative that the wells are back online as quickly as possible in order to provide reliable services to our residents. Utilizing an outside vendor to conduct maintenance, as well as scheduled and emergency repairs, allows the equipment to be put back into service with minimal downtime.

Staff estimates a maximum of \$280,000 annually in expenditures, for a cumulative total over the contract period not to exceed \$1,120,000.00, subject to annual budget authority.

BUDGET IMPACT:

Funding is available in the approved City budget. Expenditures are typically charged to 501-9122-00-6740 R&M Wells.

RECOMMENDATION:

Staff recommends that City Council approve a Cooperative Purchasing Agreement with Weber Water Resources, LLC, to well repair and maintenance services in an amount of \$280,000.00 annually for four (4) years not to exceed \$1,120,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Weber Water Resources](#)

COOPERATIVE PURCHASING AGREEMENT – WEBER WATER RESOURCES, LLC

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38652>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Cooperative Purchasing Agreement - Ferguson Enterprises, Inc.

MEETING DATE:

6/20/2016

TO: Mayor and Council**FROM:** Cindy Blackmore, Public Works Director 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve the first amendment to the Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase building and plumbing materials for a maximum aggregate amount not to exceed \$2,289,360, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Ferguson has been a long standing vendor for the City of Avondale. In August of 2014, Council approved a Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. for a maximum amount not exceed \$1,950,000. This agreement is the second renewal of the existing contract which includes two more renewals with the final expiration date of July 7, 2019.

DISCUSSION:

This request is to increase the maximum amount not to exceed from \$1,950,000 to \$2,289,360 and is inclusive of a price escalator each year to account for inflation. This will allow staff to purchase the necessary materials to properly maintain the water distribution systems, collection systems, and well sites. Ferguson Enterprises, Inc. is a current registered vendor with the City and has satisfactorily supplied the City with building and plumbing materials in the past.

BUDGET IMPACT:

Purchases associated with this Agreement are typically charged to the following budget line items and are subject to annual budget authority:

Water Distribution

501-9100-00-7490, Water System Supplies

501-9100-00-7495, Meter Equipment

Water Production

501-9122-00-7490, Water System Supplies

Wastewater Collections

503-9200-00-7410, Parts

RECOMMENDATION:

Staff recommends that the City Council approve the first amendment to the Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase building and plumbing materials for a maximum aggregate amount not to exceed \$2,289,360, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[First Amendment to CPA](#)

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FERGUSON ENTERPRISES, INC.**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of June 20, 2016, between the City of Avondale, an Arizona municipal corporation (the “City”), and Ferguson Enterprises, Inc., a Virginia corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADSPO14-074945, dated July 8, 2014, as amended, with the Vendor for the Vendor to provide building and plumbing materials (the “State Contract”). A copy of the State’s Change Orders are attached hereto as Exhibit 1 and incorporated herein by reference.

B. The City and the Vendor entered into a Cooperative Purchasing Agreement, No. 13948C, dated August 11, 2014 (the “Agreement”), based upon the State Contract, for the Vendor to provide the City with plumbing parts, supplies and meters (the “Materials”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

C. The City has determined that additional materials from the Vendor are necessary (the “Additional Materials”).

D. The City and the Vendor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Vendor for the Additional Materials.

AGREEMENT

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

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until July 7, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The City shall increase the compensation to Vendor by \$339,360.00 for the Additional Materials at the rates set forth in the State Contract as follows:

A. For the Second Renewal Term, the City shall increase the compensation by not more than \$66,000.00, resulting in an increase from \$390,000 to an aggregate amount not to exceed \$456,000.00.

B. For the Third Renewal Term, if any, the City shall increase the compensation by not more than \$111,600.00, resulting in an increase from \$390,000 to an aggregate amount not to exceed \$501,600.00.

C. For the Fourth Renewal Term, if any, the City shall increase the compensation by not more than \$161,760.00, resulting in an increase from \$390,000 to an aggregate amount not to exceed \$551,760.00.

This shall result in an increase of the aggregate not-to exceed compensation from \$1,950,000.00 to \$2,289,360.00.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FERGUSON ENTERPRISES, INC.

[Change Orders]

See following pages.



Contract Change Order Summary

Contract No.: ADSPO14-074945

Change Order No.: 01

Date: April 16, 2014

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

The above mentioned contract is hereby amended as follows;

- A. In accordance with Special Terms and Conditions Section 1.3, Contract Extension, the contract is hereby extended through July 7, 2016.

- B. Line item for Freight added for functionality purposes within ProcureAZ (Internal)

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



Contract Change Order Summary

Contract No.: ADSPO14-074945

Change Order No.: 02

Date: June 6, 2016

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

The above-mentioned contract is hereby amended as follows:

- A. In accordance with the Special Terms and Conditions Section 15.2, Insurance Requirements, updated Insurance Certificates can be found in the attachments tab titled COI Ferguson Exp. 08.01.16

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



Contract Change Order Summary

Contract No.: ADSPO14-074945

Change Order No.: 09

Date: June 8, 2016

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

Building and Plumbing Materials - Statewide (PLUMBING)

1. This Amendment corrects the new End Date for the contract due to a typographical error.
2. In accordance with the Special Terms and Conditions, the Contract's term is hereby extended for one (1) year from July 6, 2016 to July 6, 2017.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

ACKNOWLEDGEMENT

THIS CHANGE ORDER WAS PROCESSED AS A BILATERAL CHANGE ORDER. ALL CONTRACT SPECIFICATIONS, TERMS AND CONDITIONS, AND REQUIREMENTS REMAIN UNCHANGED. THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES.



CITY COUNCIL AGENDA

SUBJECT:

Third Amendment to Communications System Agreement - Motorola Solutions, Inc.

MEETING DATE:

6/20/2016

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

To request that the City Council approve a 3rd amendment to the Cooperative Purchasing Agreement with Motorola Solutions in the amount of \$408,100 for a contract aggregate not-to-exceed amount of \$2,509,147.26 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

The City Council approved a Cooperative Purchasing Agreement (CPA) with Motorola Solutions on September 25, 2013 for the purchase of two-way radio equipment for various city departments. The agreement was amended in September 2014 and again in January 2015 to increase the aggregate not-to-exceed amount and to extend the contract term. The original CPA was based on an existing state contract.

DISCUSSION:

The radios for the Fire & Medical Department, Police Department and Code Enforcement Division are on the Regional Wireless Cooperative (RWC) network. This amendment will allow the Fire & Medical and Police Department to purchase additional vehicle mounted and portable radios. It will also allow the Code Enforcement Division to replace their existing radios with units that will work on the upgraded RWC network.

Since 2006, the Public Works Department has operated 55 radios on the Maricopa County radio system. The County is upgrading their radio system, requiring Public Works to replace their existing radios units. While Public Works has had no issues with the service provided by the County radio network, it is prudent to change to the RWC radio network to facilitate interoperability between Public Works, Police and Fire Departments creating a unified emergency communications within Avondale.

The purchase of this equipment was anticipated to be accomplished using funding approved in the FY 2015-16 budget. In order to complete the purchase the aggregate not-to-exceed amount of the existing CPA with Motorola Solutions will need to be increased by \$408,100 - \$40,000 for Fire & Medical, \$23,000 for Code Enforcement, \$95,100 for Police and \$250,000 for Public Works. This will take the aggregate not-to-exceed amount of the contact to \$2,509,147.26

BUDGET IMPACT:

The impact of this CPA is estimated to be \$40,000 in the Fire & Medical budget, \$23,000 in the Code Enforcement budget, \$250,000 in the Public Works budget and \$95,100 in the Police budget. Sufficient funds are available in the appropriate line items within those budgets to cover those costs as follows: Fire: 319-1324-00-8070, Public Works: 520-6820-00-8070, Police:308-1297-00-8220 and 201-6600-00-8070, and Code Enforcement: 101-7505-00-7165.

RECOMMENDATION:

Staff recommends that the City Council approve a 3rd amendment to the Cooperative Purchasing Agreement with Motorola Solutions in the amount of \$408,100 for a contract aggregate not-to-exceed amount of \$2,509,147.26 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:**Description**

[Third Amendment to Communications System Agreement](#)

**THIRD AMENDMENT
TO
COMMUNICATIONS SYSTEM AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MOTOROLA SOLUTIONS, INC.**

THIS THIRD AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT (this “Third Amendment”) is entered into as of June 20, 2016, between the City of Avondale, an Arizona municipal corporation (the “City”), and Motorola Solutions Inc., a Delaware corporation (“Motorola”).

RECITALS

A. The City and Motorola entered into a Communications System Agreement dated September 25, 2013 (the “Initial Agreement”), for Motorola to provide the City with hardware, software and services to upgrade the Avondale Police Department dispatch system (the “Materials and Services”) and provide the City with the capability to join the Regional Wireless Cooperative system, a Motorola trunked simulcast radio network (the “RWC Network”).

B. The Initial Agreement was amended by that First Amendment, dated September 8, 2014, to purchase 700MHz radios and related equipment and services for the City to maintain connectivity with the RWC Network and by that Second Amendment, dated January 15, 2015, to purchase APX radios and related equipment and services needed by the Fire Department. The Initial Agreement, First Amendment and Second Amendment are collectively referred to herein as the “Agreement.”

C. The City has determined that additional radios, related equipment and RWC services (the “Additional Equipment and Services”) are needed by the City’s Code Enforcement, Fire, Police and Public Works Departments.

D. The City and Motorola desire to enter into this Third Amendment to provide for the purchase of Additional Equipment and Services.

AGREEMENT

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

1. Compensation. The City shall increase the compensation to Motorola by \$408,100.00 for the Additional Equipment and Services at the rates set forth in the Quotations attached hereto as Exhibit 1 and incorporated herein by reference, resulting in an increase of the total compensation from \$2,101,047.26 to an aggregate amount not to exceed \$2,509,147.26.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT 1
TO
THIRD AMENDMENT
TO
COMMUNICATIONS SYSTEM AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MOTOROLA SOLUTIONS, INC.

[Quotations]

See following pages.



Quote Number: QU0000358135

Effective: 06 APR 2016

Effective To: 05 JUN 2016

Bill-To:

AVONDALE, CITY OF
11465 W CIVIC CENTER DR
AVONDALE, AZ 85323
United States

Attention:

Name: Martha Ortiz
Email: mortiz@avondale.org

Sales Contact:

Name: Douglas Buxbaum Carrie Hemmen
Email: douglas.buxbaum@creativecom.com
Phone: 6029558405

Request For Quote: 5-APX6000 4-6-16
Contract Number: ARIZONA STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	H98UCD9PW5AN	APX6000 7/800 MHZ MODEL 1.5 PORTABLE	\$5,144.00	\$3,915.00	\$19,575.00
1a	5	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION			
1b	5	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION			
1c	5	HA00022AB	ADD: 3 YEAR SERVICE FROM THE START COMPREHENSIVE			
1d	5	H38BT	ADD: SMARTZONE OPERATION			
1e	5	Q361AR	ADD: P25 9600 BAUD TRUNKING			
1f	5	QA00580AC	ADD: TDMA OPERATION			
2	5	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$93.75	\$468.75
3	3	PMMN4069A	IMPRES RSM, 3.5MM JACK, IP55	\$121.00	\$90.75	\$272.25
4	375	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$375.00

(Notes)subscriber programming

Estimated Tax Amount

\$1,820.81

Total Quote in USD

\$22,511.81

Price based on the Arizona State Contract
#ADSPO13-036880 No freight charges per the contract.
Programming is available, but is not included, unless stated as a line item on quote.

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
 - >Have a PO Number/Contract Number & Date
 - >Identify "Motorola Solutions Inc." as the Vendor
 - >Have Payment Terms or Contract Number
 - >Be issued in the Legal Entity's Name
 - >Include a Bill-To Address with a Contact Name and Phone Number
 - >Include a Ship-To Address with a Contact Name and Phone Number
 - >Include an Ultimate Address (only if different than the Ship-To)
 - >Be Greater than or Equal to the Value of the Order



Quote Number: QU0000363141
 Effective: 19 MAY 2016
 Effective To: 18 JUL 2016

Bill-To:

AVONDALE FIRE DEPT, CITY OF
 PO BOX 3
 AVONDALE, AZ 85323
 United States

Attention:

Name: Ben Avitia
Email: bavitia@avondale.org

Sales Contact:

Name: Douglas Buxbaum
Email: douglas.buxbaum@creativecom.com
Phone: 6029558405

Request For Quote: 5-APX7500 5-25-16
Contract Number: ARIZONA STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	3	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$8,868.50	\$6,690.88	\$20,072.64
1a	3	G806BE	ADD: ASTRO DIGITAL CAI OPERATION			
1b	3	GA00244AA	ADD: 7/800MHZ PRIMARY BAND			
1c	3	GA00308AA	ADD: VHF MP SECONDARY BAND			
1d	3	GA00579AA	ADD: ENABLE DUAL BAND OPERATION			
1e	3	G78AR	ADD: 3 YEAR SERVICE FROM THE START LITE			
1f	3	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1g	3	G843AH	ADD: AES ENCRYPTION APX			
1h	3	G67BC	ADD: REMOTE MOUNT MID POWER			
1i	3	W22BA	ADD: PALM MICROPHONE			
1j	3	G51AT	ENH: SMARTZONE OPERATION APX			
1k	3	G444AE	ADD: APX CONTROL HEAD SOFTWARE			
1l	3	G442AJ	ADD: O5 CONTROL HEAD			
1m	3	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
1n	3	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162			
1o	3	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
1p	3	G361AH	ADD: P25 TRUNKING SOFTWARE			
1q	3	GA00580AA	ADD: TDMA OPERATION			
1r	3	G996AS	ENH: OVER THE AIR PROVISIONING			
2	375	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$375.00
3	2	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$8,696.50	\$6,561.88	\$13,123.76
3a	2	G806BE	ADD: ASTRO DIGITAL CAI OPERATION			
3b	2	GA00244AA	ADD: 7/800MHZ PRIMARY BAND			
3c	2	GA00308AA	ADD: VHF MP SECONDARY BAND			
3d	2	GA00579AA	ADD: ENABLE DUAL BAND OPERATION			
3e	2	G78AR	ADD: 3 YEAR SERVICE FROM THE START LITE			
3f	2	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
3g	2	G843AH	ADD: AES ENCRYPTION APX			
3h	2	G66AM	ADD: DASH MOUNT			

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
3i	2	W22BA	ADD: PALM MICROPHONE			
3j	2	G51AT	ENH: SMARTZONE OPERATION APX			
3k	2	G444AE	ADD: APX CONTROL HEAD SOFTWARE			
3l	2	G442AJ	ADD: O5 CONTROL HEAD			
3m	2	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
3n	2	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162			
3o	2	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
3p	2	G361AH	ADD: P25 TRUNKING SOFTWARE			
3q	2	GA00580AA	ADD: TDMA OPERATION			
3r	2	G996AS	ENH: OVER THE AIR PROVISIONING			
4	2	NNTN7624B	IMPRES VEHICULAR CHARGER (FULL KIT)	\$429.00	\$321.75	\$643.50

Estimated Tax Amount \$2,982.77

Total Quote in USD **\$37,197.67**

Price based on the Arizona State Contract
 #ADSPO13-036880 No freight charges per the contract.
 Programming is available, but is not included, unless stated as a line item on quote.

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
 - >Have a PO Number/Contract Number & Date
 - >Identify "Motorola Solutions Inc." as the Vendor
 - >Have Payment Terms or Contract Number
 - >Be issued in the Legal Entity's Name
 - >Include a Bill-To Address with a Contact Name and Phone Number
 - >Include a Ship-To Address with a Contact Name and Phone Number
 - >Include an Ultimate Address (only if different than the Ship-To)
 - >Be Greater than or Equal to the Value of the Order
 - >Be in a Non-Editable Format
 - >Identify Tax Exemption Status (where applicable)
 - >Include a Signature (as Required)



Quote Number: QU0000359382

Effective: 18 APR 2016

Effective To: 28 JUN 2016

Bill-To:

AVONDALE, CITY OF
 11465 W CIVIC CENTER DR
 AVONDALE, AZ 85323
 United States

Attention:

Name: Shawn V. Kreuzwiesner
Email: skreuzwiesner@avondale.org

Sales Contact:

Name: Douglas Buxbaum Carrie Hemmen
Email: douglas.buxbaum@creativecom.com
Phone: 6029558405

Request For Quote: multi base and APX1500 4-18-16
Contract Number: ARIZONA STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M30URS9PW1AN	7/800 SINGLE BAND APX7500	\$9,346.00	\$7,049.00	\$7,310.00
1a	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION			
1b	3	W382AM	ADD: CONTROL STATION DESK GCAI MIC			
1c	1	G67CC	ADD: REMOTE MOUNT MID POWER			
1d	2	G618AC	ADD:CBL REMOTE MOUNT 10 FEET			
1e	1	G628AC	ADD: REMOTE MOUNT CBL 17 FEET			
1f	1	GA00093AJ	ADD: APX7500 TRI-CONTROL HARDWARE			
1g	1	G67BC	ADD: REMOTE MOUNT MID POWER			
1h	1	G78AR	ADD: 3 YEAR SERVICE FROM THE START LITE			
1i	1	G89AC	ADD: NO RF ANTENNA NEEDED	-	-	-
1j	1	G67BK	ADD: REMOTE MOUNT MID POWER			
1k	1	G51AT	ENH: SMARTZONE OPERATION APX			
1l	1	G142AD	ADD: NO SPEAKER NEEDED	-	-	-
1m	1	G361AH	ADD: P25 TRUNKING SOFTWARE			
1n	1	GA00580AA	ADD: TDMA OPERATION			
1o	1	W665BF	ADD: CONTROL STATION OPERATION			
1p	1	G996AS	ENH: OVER THE AIR PROVISIONING			
1q	1	G442AJ	ADD: O5 CONTROL HEAD			
1r	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1s	1	GA00093AM	ADD: APX7500 TRI-CONTROL HARDWARE			
2	21	M36URS9PW1AN	APX1500 7/800	\$4,045.00	\$3,073.25	\$64,538.25
2a	21	G24AX	ADD: 3 YEAR SERVICE FROM THE START LITE			
2b	21	W22BA	ADD: PALM MICROPHONE			
2c	21	GA01339AA	ENH: SW P25 TRUNKING			
2d	21	G66AW	ADD: DASH MOUNT O2 WWM			
2e	21	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)			
2f	21	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
2g	21	G335AY	ADD: ANT 1/4 WAVE 762-870MHZ			
2h	21	B18CR	ADD: AUXILARY SPKR 7.5 WATT			

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
2i	21	G996BD	ADD: PROGRAMMING OVER P25 (OTAP)			
2j	21	GA00580AD	ADD: TDMA OPERATION			
3	3225	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$3,225.00
(Notes)subscriber programming						
4	21	SVC03SVC0045D	FIRE DASH MOUNT INSTALL ZONE 1	\$550.00	\$550.00	\$11,550.00
(Notes)DASH MOUNT RADIO INSTALL						
5	21	SVC03SVC0050D	FIRE REMOTE MNT RADIO REMOVE ZONE 1	\$260.00	\$260.00	\$5,460.00
(Notes)DASH MOUNT RADIO REMOVAL						
6	500	SVC03SVC0104D	INFRASTRUCTURE INSTALL	\$1.00	\$1.00	\$500.00
(Notes)INSTALL BASE RADIO WITH 3 REMOTE HEADS AS CONTROL STATIONS						
7	20	H98UCD9PW5AN	APX6000 7/800 MHZ MODEL 1.5 PORTABLE	\$5,200.00	\$3,921.00	\$78,420.00
7a	20	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION			
7b	20	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE			
7c	20	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION			
7d	20	QA01837AA	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)			
7e	20	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)			
7f	20	H38BT	ADD: SMARTZONE OPERATION			
7g	20	Q361AR	ADD: P25 9600 BAUD TRUNKING			
7h	20	QA00580AC	ADD: TDMA OPERATION			
8	20	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$93.75	\$1,875.00
9	15	PMMN4069A	IMPRES RSM, 3.5MM JACK, IP55	\$121.00	\$90.75	\$1,361.25
10	23	NNTN8527A	CHR IMPR VEH ADAPT INT	\$1,400.00	\$1,050.00	\$24,150.00
11	23	NTN8940B	TRUNION KIT	\$55.00	\$41.25	\$948.75
12	3	NNTN7073B	CHR IMP DISP MUC INT US/NA/CA/LA	\$1,485.00	\$1,113.75	\$3,341.25
13	3	NLN7967A	MULTI-UNIT CHARGER WALL MOUNT KIT	\$21.00	\$15.75	\$47.25
14	1	NNTN7624B	IMPRES VEHICULAR CHARGER (FULL KIT)	\$429.00	\$321.75	\$321.75
15	3	HAF4015A	ANT 3DB MCYCLE 762-870MHZ	\$56.00	\$42.00	\$126.00
16	3	HMN1090C	ASSY,MIC,FRNT,GRY,STD PALM MIC (GCA	\$75.00	\$56.25	\$168.75
17	3	HSN4031B	SPEAKER MODULE ASSEMBLY,EXT SPKR 7.5W	\$60.50	\$45.38	\$136.14

Estimated Tax Amount

\$17,906.19

Total Quote in USD

\$221,385.58

Price based on the Arizona State Contract

#ADSP013-036880 No freight charges per the contract.

Programming is available, but is not included, unless stated as a line item on quote.

PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date

- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



Quote Number: QU0000364436

Effective: 01 JUN 2016

Effective To: 31 AUG 2016

Bill-To:

AVONDALE POLICE DEPT
P O BOX 3
AVONDALE, AZ 85323
United States

Attention:

Name: Mike Sgrillo
Email: msgriilo@avondale.org

Sales Contact:

Name: Douglas Buxbaum
Email: douglas.buxbaum@creativecom.com
Phone: 6029558405

Request For Quote: 7-APX7000XE 5 APX7500 6-1-16
Contract Number: ARIZONA STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	7	H49TGD9PW1AN	APX7000XE DIGITAL PORTABLE RAD	\$9,342.00	\$7,075.50	\$49,528.50
1a	7	QA00579AC	ADD: ENABLE DUAL BAND OPERATION			
1b	7	Q806BP	ADD: ASTRO DIGITAL CAI OPERATION			
1c	7	Q498AZ	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1d	7	Q629AL	ENH: AES ENCRYPTION			
1e	7	HA00022AC	ADD: 3YR SFS COMPREHENSIVE			
1f	7	QA00569AB	ADD: 7/800MHZ PRIMARY BAND	-	-	-
1g	7	QA00574AC	ADD: VHF SECONDARY BAND	-	-	-
1h	7	H38BU	ADD: SMARTZONE OPERATION			
1i	7	Q361AS	ADD: P25 9600 BAUD TRUNKING			
1j	7	QA00580AD	ADD: TDMA OPERATION			
1k	7	G996AV	ADD: PROGRAMMING OVER P25 (OTA			
2	375	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$375.00
3	7	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	\$106.50	\$745.50
4	7	PMMN4099A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES WINDPORTING RSM, IP55	\$132.00	\$99.00	\$693.00
5	7	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$93.75	\$656.25
6	5	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	\$8,868.50	\$6,690.88	\$33,454.40
6a	5	G806BE	ADD: ASTRO DIGITAL CAI OPERATION			
6b	5	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-	-
6c	5	GA00309AA	ADD: VHF HP SECONDARY BAND			
6d	5	GA00579AA	ADD: ENABLE DUAL BAND OPERATION			
6e	5	G78AR	ADD: 3 YEAR SERVICE FROM THE START LITE			
6f	5	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
6g	5	G843AH	ADD: AES ENCRYPTION APX			
6h	5	G67BC	ADD: REMOTE MOUNT MID POWER			
6i	5	W22BA	ADD: PALM MICROPHONE			
6j	5	G51AT	ENH: SMARTZONE OPERATION APX			
6k	5	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
6l	5	G442AJ	ADD: O5 CONTROL HEAD			
6m	5	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
6n	5	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162			
6o	5	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
6p	5	G361AH	ADD: P25 TRUNKING SOFTWARE			
6q	5	GA00580AA	ADD: TDMA OPERATION			
6r	5	G996AS	ENH: OVER THE AIR PROVISIONING			
7	5	SVC03SVC0041D	POLICE SPECIAL VEH RDIO INST ZONE 1	\$425.00	\$425.00	\$2,125.00

(Notes)radio install

Estimated Tax Amount

\$7,440.58

Total Quote in USD

\$95,018.23

Price based on the Arizona State Contract

#ADSPO13-036880 No freight charges per the contract.

Programming is available, but is not included, unless stated as a line item on quote. ESTIMATED SALES TAX AT 8.8%

PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date

>Identify "Motorola Solutions Inc." as the Vendor

>Have Payment Terms or Contract Number

>Be issued in the Legal Entity's Name

>Include a Bill-To Address with a Contact Name and Phone Number

>Include a Ship-To Address with a Contact Name and Phone Number

>Include an Ultimate Address (only if different than the Ship-To)

>Be Greater than or Equal to the Value of the Order

>Be in a Non-Editable Format

>Identify Tax Exemption Status (where applicable)

>Include a Signature (as Required)



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3319-616 - Amendments to the
Planning Commission By-Laws

MEETING DATE:

6/20/2016

TO: Mayor and Council**FROM:** Tracy Stevens, Development & Engineering Services Director, 623-333-4012**THROUGH:** David Fitzhugh, City Manager, 623-333-1014**PURPOSE:**

The request is to amend the Planning Commission By-Laws with updated terminology, extend the time to submit recommendations to the City Council from 30 to 45 days, and allow for a Planning Commission meeting to be cancelled if there are no agenda items.

BACKGROUND:

The City of Avondale Planning Commission formulates, creates, and administers lawful plans adopted by the City Council for the present and future growth of the City, recommends to the City Council revisions of such plans which, in the opinion of the Commission, are in the best interest of the citizens of the City, and advises the Council in all matters pertaining to planning and zoning. On July 25, 1950, the Council adopted Ordinance 38, which created a Zoning Commission (now known as the Planning Commission) and defined its duties and powers. This ordinance was subsequently amended by Ordinance 92 (March 17, 1958), Ordinance 107 (December 7, 1959), Ordinance 167 (November 21, 1966), Resolution 806 (June 6, 1988), Resolution 2232-01 (March 5, 2001), and most recently by Resolution 2713-108 (January 2008).

By-Laws adopted by the City Council for the Planning Commission set forth the structure of the Planning Commission and its organization. The By-Laws further determine the rights of participants and they determine the procedures by which rights can be exercised. By-Laws may require periodic update to reflect current practices and/or terminology. As noted, the By-Laws were last amended and restated in January 2008.

DISCUSSION:

Proposed revisions to the Planning Commission By-Laws are requested to correct typographical errors, reflect updated terminology, increase the amount of time to forward a recommendation to the City Council from 30 days to 45 days, and provide for the ability to hold meetings less than once per month if there are no scheduled agenda items. Currently, the By-Laws provide that the Planning Commission shall hold at least one regular meeting each month and meet in special session as required.

This amendment, in addition to correcting textual errors, would remove the requirement to hold a mandatory meeting of the Planning Commission members when there are no scheduled agenda items. While this has been a standard practice to cancel meetings if there were no scheduled agenda items, staff is requesting to codify the practice with a revision to the By-Laws.

In addition, City Council normally hears Planning Commission items within the following month; however, based on scheduling, the 30-day maximum currently contained in the By-Laws may have the potential to be exceeded. Extending the time to forward a recommendation to the City Council from 30 days to 45 days will provide greater flexibility and ensure adequate time to forward the recommendation to City Council and not exceed the established timeframe.

The requested amendments would allow flexibility in scheduling Planning Commission meetings and forwarding recommendations to City Council, correct typographical errors, and update terminology. The amendments would allow more effective use of time for Commission members and would not have an adverse effect on the City.

This request is in the best interest of the City of Avondale and consistent with the responsibilities of the City of Avondale Planning Commission.

The Planning Commission recommended unanimous approval of the proposed amendments at its regular meeting of May 19, 2016 (Exhibit B).

BUDGET IMPACT:

There are no anticipated budgetary impacts related to this amendment.

RECOMMENDATION:

I move that the City Council **ADOPT** a resolution approving the proposed amendments to the By-Laws of the City of Avondale Planning Commission as amended and restated June 20, 2016.

ATTACHMENTS:

Description

[Exhibit A - Amended By-Laws](#)

[Exhibit B - Draft Planning Commission Minutes May 19, 2016](#)

[Resolution 3319-616](#)

BYLAWS
PLANNING AND ZONING COMMISSION
CITY OF AVONDALE, ARIZONA

AMENDED AND RESTATED ~~JANUARY 14, 2008~~[JUNE 20, 2016](#)

I. ORGANIZATION

A. MEMBERSHIP

- (1) The City Planning Commission shall be composed of a total of seven ~~(7)~~ members and one or more alternate members who shall be selected and serve as set forth in the city council rules of procedure.
- (2) Members shall be residents of Avondale.

B. POWERS AND DUTIES

- (1) It shall be the duty of the Avondale Planning Commission:
 - (a) To formulate, create and administer any lawful plan duly adopted by the City Council for the present and future growth of the City, pertaining to the use of land and buildings for any purpose, together with all incidental activities usually associated therewith.
 - (b) To recommend to the City Council revisions in such plans which, in the opinion of the Commission, are for the best interest of the citizens of the City.
 - (c) To advise the Council in all such matters that may pertain to planning and zoning.
- (2) In matters requiring official action by the Mayor and Council, the Commission shall, after giving due public notice thereof, hold at least one public hearing, wherein it shall determine the nature of its recommendations by the affirmative vote of at least four ~~(4)~~ of its members, enter its action thereon over the signature of the ~~Chairman~~[Chairperson](#), and forward its recommendation to the Mayor and City Council for public hearing and action.

C. OFFICERS AND STAFF

- (1) Prior to the first January meeting of the Commission each year, the Mayor and City Council shall select a ~~Chairman~~[Chairperson](#) and Vice ~~Chairman~~[Chairperson](#) from among the current members of the Commission.
 - (a) The term of ~~Chairman~~[Chairperson](#) and Vice ~~Chairman~~[Chairperson](#) shall be one ~~(1)~~ year. Any member serving as ~~Chairman~~[Chairperson](#) or Vice ~~Chairman~~[Chairperson](#) shall be eligible for re-appointment.
 - (b) The Vice-~~Chairman~~[Chairperson](#) shall act as ~~Chairman~~[Chairperson](#) in the ~~Chairman~~[Chairperson](#)'s absence. In the absence of the ~~Chairman~~[Chairperson](#), the senior member, based upon years of membership, shall act as ~~Chairman~~[Chairperson](#).

- (c) Any vacancy for ~~Chairman~~Chairperson or Vice ~~Chairman~~Chairperson as may occur for any reason shall be filled from the Commission membership by the City Council, for the remainder of the term.
- (2) The ~~Chairman~~Chairperson shall preside at all meetings and hearings of the Commission, decide all points of order and procedure, and perform any duties required by law, ordinance, or these by-laws. The ~~Chairman~~Chairperson shall have the right to vote on all matters before the Commission, and shall also have the right to make or second motions in the absence of a motion, or a second made by a member.
- (3) The City of Avondale Development Services Director, or his/~~her~~ designated representative, shall serve the Commission as Secretary. The City of Avondale Planning Staff shall furnish professional and technical advice to the Commission.
- (4) The Avondale City Attorney, or his designated representative, shall have the responsibility of furnishing such legal advice on all points of points of order, procedure, or other matters as may be requested by the City Council from time to time.

II. **MEETINGS**

A. **REGULAR MEETINGS**

- (1) The Commission shall hold ~~at least~~ one regular meeting each month, unless the Development Services Director or his/her authorized designee determines there are no scheduled agenda items. Regular meetings shall be held at the Council Chambers, 11465 West Civic Center Drive, Avondale, Arizona, unless advertised differently.
- (2) Regular meetings of the Commission shall be open to the public and the minutes of its examinations and other official actions, shall be filed in the Development Services Department as a public record. For any matter under consideration, any person may submit written comments and recognized by the ~~Chairman~~Chairperson and stating his or her name and address and the names of any persons on whose behalf he or she is appearing.
- (3) The Commission may, by a single consent motion, approve routine or non-controversial matters before the Commission. Should any members of the Commission or public so request, the ~~Chairman~~Chairperson shall withdraw any item from the consent agenda for the purpose of public discussion and separate action.

B. **WORK SESSIONS**

- (1) The Commission may hold work sessions as necessary.
- (2) Work sessions may be held on the call of the ~~Chairman~~Chairperson, request of two or more members or by Staff request. All work session notices shall be given at least ~~twenty-four (24)~~ hours before the meeting.
- (3) Work sessions may be held before or after any regular meeting, subject to providing notice as provided herein. When a matter is set for a work session, public testimony may be barred or limited.

C. **EXECUTIVE SESSIONS**

If the City Attorney is present, the Commission may hold an executive session closed to the public during a regular or special meeting to consider matters permissible in executive sessions pursuant to the laws of the State of Arizona.

D. **NOTICE OF MEETINGS AND HEARINGS**

- (1) Written notice of all meeting to Commission members shall be delivered by mail, [email](#) or in person, [unless a Commission member specifically request notice by mail, email or in person delivery](#), at least ~~twenty-four~~ (24) hours before the date of meeting; except that where required by an actual emergency, members may be notified by telephone by the Secretary.
- (2) Notice of time and place of any public hearing to be held by the Commission shall be given as required by State Law and City ordinances.
- (3) Hearings on all matters on which a decision of the Commission is required by law, shall be open to the public. The applicant shall appear in his or her behalf, or may be represented by counsel or agent.

E. **QUORUM**

A majority of the members of the Commission shall constitute a quorum for transacting business at any Meeting. No action shall be taken at any Meeting in the absence of a quorum, except to adjourn the meeting to a subsequent date.

F. **AGENDA**

An agenda shall be prepared by the Secretary for each Regular Meeting, Work Session, and Executive Session of the Commission. The agenda shall include the various matters of business as scheduled for consideration by the Commission.

G. **WITHDRAWAL OF REQUEST**

Any request may be withdrawn upon request to the Secretary, but no request shall be withdrawn after posting of hearing notice or legal ad published for notification prior to the public hearing thereon without formal consent of the Commission.

II. **ORDER OF BUSINESS**

A. **MEETING PROCEDURE**

The ~~Chairman~~[Chairperson](#) shall conduct all Meetings pursuant to the City Council Rules of Procedure.

B. **HEARING CONDUCT**

- (1) The ~~Chairman~~[Chairperson](#) may exclude irrelevant or redundant testimony and may make such other rulings as may be necessary for the orderly conduct of the proceedings, while ensuring basic fairness and a full airing of the issues involved.
- (2) Any evidence supporting the granting or denial of an application shall be submitted to the Development Services Department prior to the public meeting or to the Commission during the public meeting.

- (3) The Commission may continue the hearing up to ~~sixty (60)~~ days on any application or other matter for which the applicant fails to appear, unless the applicant has requested in writing that the Commission act without him or her being present at the hearing; provided, however, the Commission may hear those persons requesting to speak in response to the notice of hearing.

C. **VOTING**

- (1) After all evidence has been submitted to the Commission, each case shall be heard, considered and acted upon in public meeting.
- (2) In taking action on any application or other matter, the Commission may grant approval, grant approval with conditions, modify the request, or deny the item. In these actions, the Commission shall be guided by the provisions of the City of Avondale General Plan and elements thereof, the Avondale Zoning Ordinance, Subdivision Code, and other development standards, policies, and area plans as adopted by the City Council.
- (3) By majority vote, the Commission may defer action on any matter when it concludes that additional time for further study or input is necessary.
- (4) A majority vote of those Commission members present and voting shall be required to take official action. When a motion in favor of any application or other matter fails to receive an affirmative majority vote, i.e., a tie vote, it shall be entered into the minutes as a vote to deny the application considered. In the event that there is no motion, or the motion dies for a lack of a second, it shall be entered into the minutes as a denial of the application being considered. Nothing herein shall prevent any member from making a subsequent motion on any matter where a prior motion is not approved by a majority vote of all members present.
- (5) A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in the case under consideration, as described and provided by Arizona Revised Statutes (ARIZ. REV. STAT. § 38-501, *et seq.*) and the Avondale City Code.
- (6) Each member attending shall be entitled to one ~~(1)~~ vote. The minutes of the proceedings shall indicate the vote of each absence or failure to vote. No member shall be excused from voting except on matters involving conflicts of interest.
- (7) A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and execution of all actions recommended in the staff report on file in the matter.

D. **RECOMMENDATION TO CITY COUNCIL**

The Commission shall forward a recommendation to City Council of its findings and/or action (s) in writing respect to the merits of an application within ~~thirty (30)~~45 days of the conclusion of the public hearing on the matter.

Document comparison by Workshare Compare on Wednesday, May 18, 2016
5:22:50 PM

Input:	
Document 1 ID	interwovenSite://GRPHX_SQL/Phoenix/799368/2
Description	#799368v2<Phoenix> - BYLAWS - Planning Commission v2
Document 2 ID	interwovenSite://GRPHX_SQL/Phoenix/2674103/1 - BYLAWS - Planning Commission -Amended and Restated June 20, 2016
Description	#2674103v1<Phoenix> - BYLAWS - Planning Commission -Amended and Restated June 20, 2016
Rendering set	Standard with font changes

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	31
Deletions	37
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	68

Exhibit B

Excerpt of Draft Planning Commission
Meeting Minutes
May 19, 2016

Excerpt of the Minutes of the regular Planning Commission meeting held May 19, 2016 at 6:30 p.m. in the Council Chambers.

COMMISSIONERS PRESENT

Olivia Pineda, Chair
Kevin Kugler, Commissioner
Pearlette Ramos, Commissioner
Kristopher Ortega, Commissioner
Christopher Reams, Commissioner

COMMISSIONERS ABSENT

Gloria Solorio, Vice Chair
Russell Van Leuven, Commissioner

CITY STAFF PRESENT

Robert Gubser, Planning Manager
Nicholle Harris, Legal Counsel
Alison Rondone, Planner II
Stephanie Long, Administrative Assistant

APPLICATION NO. N/A

APPLICANT: City of Avondale

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input of a City-initiated request to amend the Planning Commission By-Laws to correct typographical errors, reflect updated terminology, increase the amount of time to forward a recommendation to the City Council from 30 days to 45 days, and provide for the ability to hold meetings less than once per month if there are no scheduled agenda items.

Alison Rondone, Planner II, explained that the Planning Commission By-laws set forth the structure, organization and procedures of the Commission, and determine the rights of participants. They are revised periodically as needed to reflect current practices or terminology, and were last amended in January of 2008. The current update provides more flexibility by allowing there to be no meeting during months when there are no scheduled agenda. The terminology has been updated to reflect current usage. The time available for the Planning Commission to make recommendations to City Council is also being extended from 30 days to 45 days. Staff recommends approval.

Chair Pineda opened the public hearing. With no citizens wishing to speak, she closed the public hearing.

Chair Pineda invited a motion. Commissioner Reams **MOVED** to recommend approval of amendment to the Planning Commission By-Laws. Commissioner Ramos **SECONDED** the motion.

ROLL CALL VOTE

Olivia Pineda, Chair	Aye
Kevin Kugler, Commissioner	Aye
Christopher Reams, Commissioner	Aye
Pearlette Ramos, Commissioner	Aye
Kristopher Ortega, Commissioner	Aye

The motion carried by a 5-0 vote.

RESOLUTION NO. 3319-616

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE PLANNING AND ZONING COMMISSION BYLAWS.

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

SECTION 1. The City of Avondale Planning and Zoning Commission Bylaws, Amended and Restated June 20, 2016 (the “Bylaws”), are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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, Arizona, June 20, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3319-616

[Bylaws]

See following pages.

BYLAWS
PLANNING AND ZONING COMMISSION
CITY OF AVONDALE, ARIZONA

AMENDED AND RESTATED JUNE 20, 2016

I. **ORGANIZATION**

A. **MEMBERSHIP**

- (1) The City Planning Commission shall be composed of a total of seven members and one or more alternate members who shall be selected and serve as set forth in the city council rules of procedure.
- (2) Members shall be residents of Avondale.

B. **POWERS AND DUTIES**

- (1) It shall be the duty of the Avondale Planning Commission:
 - (a) To formulate, create and administer any lawful plan duly adopted by the City Council for the present and future growth of the City, pertaining to the use of land and buildings for any purpose, together with all incidental activities usually associated therewith.
 - (b) To recommend to the City Council revisions in such plans which, in the opinion of the Commission, are for the best interest of the citizens of the City.
 - (c) To advise the Council in all such matters that may pertain to planning and zoning.
- (2) In matters requiring official action by the Mayor and Council, the Commission shall, after giving due public notice thereof, hold at least one public hearing, wherein it shall determine the nature of its recommendations by the affirmative vote of at least four of its members, enter its action thereon over the signature of the Chairperson, and forward its recommendation to the Mayor and City Council for public hearing and action.

C. **OFFICERS AND STAFF**

- (1) Prior to the first January meeting of the Commission each year, the Mayor and City Council shall select a Chairperson and Vice Chairperson from among the current members of the Commission.
 - (a) The term of Chairperson and Vice Chairperson shall be one year. Any member serving as Chairperson or Vice Chairperson shall be eligible for re-appointment.
 - (b) The Vice-Chairperson shall act as Chairperson in the Chairperson's absence. In the absence of the Chairperson, the senior member, based upon years of membership, shall act as Chairperson.
 - (c) Any vacancy for Chairperson or Vice Chairperson as may occur for any reason shall be filled from the Commission membership by the City Council, for the remainder of the term.

- (2) The Chairperson shall preside at all meetings and hearings of the Commission, decide all points of order and procedure, and perform any duties required by law, ordinance, or these by-laws. The Chairperson shall have the right to vote on all matters before the Commission, and shall also have the right to make or second motions in the absence of a motion, or a second made by a member.
- (3) The City of Avondale Development Services Director, or his/her designated representative, shall serve the Commission as Secretary. The City of Avondale Planning Staff shall furnish professional and technical advice to the Commission.
- (4) The Avondale City Attorney, or his designated representative, shall have the responsibility of furnishing such legal advice on all points of points of order, procedure, or other matters as may be requested by the City Council from time to time.

II. **MEETINGS**

A. **REGULAR MEETINGS**

- (1) The Commission shall hold one regular meeting each month, unless the Development Services Director or his/her authorized designee determines there are no scheduled agenda items. Regular meetings shall be held at the Council Chambers, 11465 West Civic Center Drive, Avondale, Arizona, unless advertised differently.
- (2) Regular meetings of the Commission shall be open to the public and the minutes of its examinations and other official actions, shall be filed in the Development Services Department as a public record. For any matter under consideration, any person may submit written comments and recognized by the Chairperson and stating his or her name and address and the names of any persons on whose behalf he or she is appearing.
- (3) The Commission may, by a single consent motion, approve routine or non-controversial matters before the Commission. Should any members of the Commission or public so request, the Chairperson shall withdraw any item from the consent agenda for the purpose of public discussion and separate action.

B. **WORK SESSIONS**

- (1) The Commission may hold work sessions as necessary.
- (2) Work sessions may be held on the call of the Chairperson, request of two or more members or by Staff request. All work session notices shall be given at least 24 hours before the meeting.
- (3) Work sessions may be held before or after any regular meeting, subject to providing notice as provided herein. When a matter is set for a work session, public testimony may be barred or limited.

C. **EXECUTIVE SESSIONS**

If the City Attorney is present, the Commission may hold an executive session closed to the public during a regular or special meeting to consider matters permissible in executive sessions pursuant to the laws of the State of Arizona.

D. **NOTICE OF MEETINGS AND HEARINGS**

- (1) Written notice of all meeting to Commission members shall be delivered by mail, email or in person, unless a Commission member specifically request notice by mail, email or in person delivery, at least 24 hours before the date of meeting; except that where required by an actual emergency, members may be notified by telephone by the Secretary.
- (2) Notice of time and place of any public hearing to be held by the Commission shall be given as required by State Law and City ordinances.
- (3) Hearings on all matters on which a decision of the Commission is required by law, shall be open to the public. The applicant shall appear in his or her behalf, or may be represented by counsel or agent.

E. **QUORUM**

A majority of the members of the Commission shall constitute a quorum for transacting business at any Meeting. No action shall be taken at any Meeting in the absence of a quorum, except to adjourn the meeting to a subsequent date.

F. **AGENDA**

An agenda shall be prepared by the Secretary for each Regular Meeting, Work Session, and Executive Session of the Commission. The agenda shall include the various matters of business as scheduled for consideration by the Commission.

G. **WITHDRAWAL OF REQUEST**

Any request may be withdrawn upon request to the Secretary, but no request shall be withdrawn after posting of hearing notice or legal ad published for notification prior to the public hearing thereon without formal consent of the Commission.

II. **ORDER OF BUSINESS**

A. **MEETING PROCEDURE**

The Chairperson shall conduct all Meetings pursuant to the City Council Rules of Procedure.

B. **HEARING CONDUCT**

- (1) The Chairperson may exclude irrelevant or redundant testimony and may make such other rulings as may be necessary for the orderly conduct of the proceedings, while ensuring basic fairness and a full airing of the issues involved.
- (2) Any evidence supporting the granting or denial of an application shall be submitted to the Development Services Department prior to the public meeting or to the Commission during the public meeting.
- (3) The Commission may continue the hearing up to 60 days on any application or other matter for which the applicant fails to appear, unless the applicant has requested in writing that the Commission act without him or her being present at the hearing; provided, however, the Commission may hear those persons requesting to speak in response to the notice of hearing.

C. **VOTING**

- (1) After all evidence has been submitted to the Commission, each case shall be heard, considered and acted upon in public meeting.
- (2) In taking action on any application or other matter, the Commission may grant approval, grant approval with conditions, modify the request, or deny the item. In these actions, the Commission shall be guided by the provisions of the City of Avondale General Plan and elements thereof, the Avondale Zoning Ordinance, Subdivision Code, and other development standards, policies, and area plans as adopted by the City Council.
- (3) By majority vote, the Commission may defer action on any matter when it concludes that additional time for further study or input is necessary.
- (4) A majority vote of those Commission members present and voting shall be required to take official action. When a motion in favor of any application or other matter fails to receive an affirmative majority vote, i.e., a tie vote, it shall be entered into the minutes as a vote to deny the application considered. In the event that there is no motion, or the motion dies for a lack of a second, it shall be entered into the minutes as a denial of the application being considered. Nothing herein shall prevent any member from making a subsequent motion on any matter where a prior motion is not approved by a majority vote of all members present.
- (5) A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in the case under consideration, as described and provided by Arizona Revised Statutes (ARIZ. REV. STAT. § 38-501, *et seq.*) and the Avondale City Code.
- (6) Each member attending shall be entitled to one vote. The minutes of the proceedings shall indicate the vote of each absence or failure to vote. No member shall be excused from voting except on matters involving conflicts of interest.
- (7) A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and execution of all actions recommended in the staff report on file in the matter.

D. **RECOMMENDATION TO CITY COUNCIL**

The Commission shall forward a recommendation to City Council of its findings and/or action (s) in writing respect to the merits of an application within 45 days of the conclusion of the public hearing on the matter.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3320-616 Intergovernmental Agreement with ADOT for Fiber-Optic Project along Dysart Road

MEETING DATE:

6/20/2016

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

Staff is requesting that City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) to allow ADOT to oversee design and construction of the Dysart Road Phase 2 Fiber Optic Project and authorizing the Mayor, or City Manager and City Clerk, to execute the necessary documents.

BACKGROUND:

The City of Avondale applied for Federal Congestion Mitigation and Air Quality (CMAQ) funding through the Maricopa Association of Governments (MAG) for an Intelligent Transportation System (ITS) which consists of ACS controllers and CCTV cameras. The funding was ultimately awarded and MAG has programmed this project for design in FY2016 and construction in FY2018. The total project cost is estimated at \$437,600. The federal contribution toward this project is estimated at \$412,657; leaving the City's contribution at \$24,943. In order to receive and utilize the federal funding for this project, an IGA is necessary.

DISCUSSION:

The purpose of the IGA is to designate the State (ADOT) as the City's authorized agent to obtain federal funds for, and to oversee the design and installation of, the ITS system with ACS controllers and CCTV cameras along Dysart Road at the Van Buren Street and Coldwater North intersections. Upon project completion, traffic signals along the Dysart Road corridor will be connected via fiber optic communications to the Traffic Operations Center (TOC). This project represents the final length of fiber optic conduit necessary along this particular corridor, and will ultimately connect the existing fiber optics south of Van Buren Street to the fiber optics north of I-10. Completion of this project will enable staff to efficiently diagnose and troubleshoot traffic signal issues from the TOC. With TOC upgrades, staff will further have the capability to implement traffic signal timing changes and/or actively manage the traffic flow on Dysart Road from Western Avenue to Indian School Road as needed.

The IGA proposes the following terms of agreement:

ADOT will be responsible to submit all documentation required to the Federal Highway Administration (FHWA) with the recommendation that funding be approved for construction and request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be

responsible for any overage. Proceed to administer construction, advertise for, receive and open bids, subject to the concurrence of the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

The City will be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

BUDGET IMPACT:

Funding in the amount of \$24,943 is available in CIP Street Fund Line Item 304-1327-00-8420, Dysart Rd PHII ITS for this project.

RECOMMENDATION:

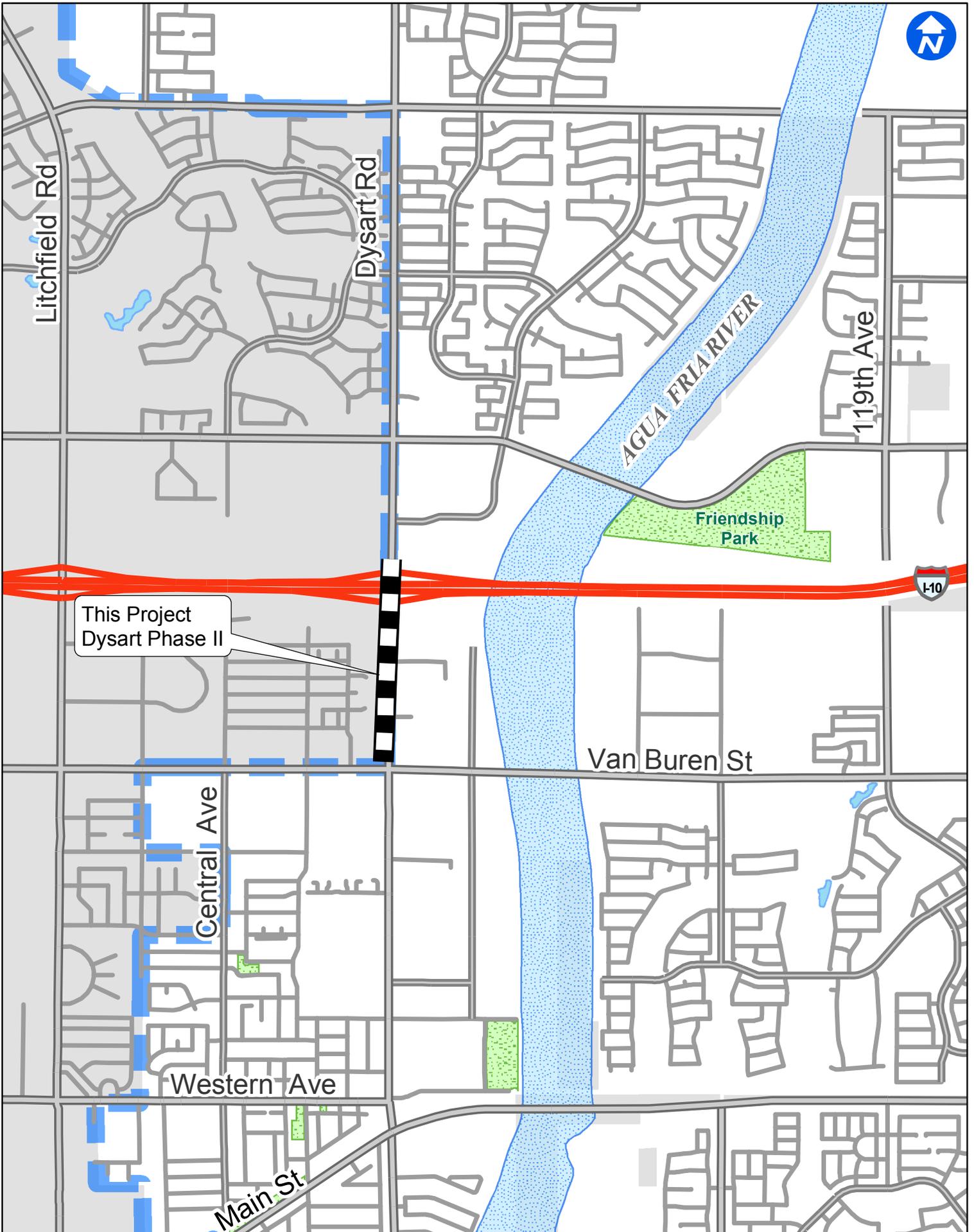
Staff is requesting that City Council adopt a resolution authorizing an IGA between the City of Avondale and ADOT, allowing ADOT to oversee the design and implementation of the Dysart Road Phase 2 Fiber Optic Project along the Dysart Road corridor, and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents.

ATTACHMENTS:

Description

[Vicinity Map](#)

[Resolution 3320-616](#)



This Project
Dysart Phase II

Vicinity Map
Dysart ITS Phase II

RESOLUTION NO. 3320-616

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE INSTALLATION OF FIBER-OPTIC COMMUNICATION SYSTEM ALONG DYSART ROAD.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, relating to the installation of a fiber-optic communications system along Dysart Road from Van Buren Street to the I-10 (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, June 20, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3320-616

[Agreement]

See following pages.

ADOT File No.: IGA/JPA 16-0005858-I
AG Contract No.: P001 2016 001574
Project Name: Dysart Rd. - Van Buren
St to I-10
Project Location: Dysart Rd: Van Buren
to I-10
Federal-aid No.: AVN-0(225)T
ADOT Project No.: T0080 01D/01C
TIP/STIP No.: AVN18-460D & AVN18-460
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement, consists of the design and installation of fiber optic cables along Dysart Road from Van Buren Street to North of I-10, (the "Project"). The State will advertise, bid, award and administer the scoping, design and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to Federal Highway Administration (FHWA) for approval.
4. The City, in order to obtain federal funds for the design and construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State will be the designated agent for the City for the Project, if the Project is approved by FHWA and funding for the Project is available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.

6. The Parties shall perform their responsibilities consistent with this Agreement ; any change or modification to the Project will only occur with the mutual written consent of both Parties.
7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0080 01D (scoping/design):

Federal-aid funds @ 94.3% (capped)	\$ 134,378.00
City's match @ 5.7%	<u>\$ 8,122.00</u>
Subtotal – Scoping/Design*	\$ 142,500.00

T0080 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 278,279.00
City's match @ 5.7%	<u>\$ 16,821.00</u>
Subtotal – Construction**	\$ 295,100.00
Total Estimated City Funds	\$ 24,943.00
Total Federal Funds	<u>\$ 412,657.00</u>
Estimated TOTAL Project Cost	\$ 437,600.00

* (Includes ADOT Project Management & Design Review (PMDR) Costs)
 ** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

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

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

II. SCOPE OF WORK

1. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
 - b. Execute this Agreement, and prior to performing or authorizing any work, invoice the City for the City's share of the Project design costs, estimated at **\$8,122.00**. If PMDR costs increase during the development of design, invoice the City in increments of \$5,000.00 to cover the City's share of additional PMDR costs. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.
 - c. After receipt of the PMDR costs and the City's estimated share of the Project design costs, on behalf of the City, prepare and provide all documents pertaining to the design and post-

- design of the Project, incorporating comments from the City, as appropriate; and review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Such work may consist of, but is not specifically limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates and such other related tasks essential to the achievement of the objectives of this Agreement.
- d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. With FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.
 - e. After completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$16,821.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - f. After receipt of the City's estimated share of the Project construction costs, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
 - g. With FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. Once awarded, invoice the City for the difference between estimated and actual costs, if applicable.
 - h. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.
 - i. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
2. The City will:
- a. Designate the State as the City's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the City's Project design costs, estimated at **\$8,122.00**. If, during the development of design, additional funding to cover the City's share of PMDR costs is required, pay the invoiced amount to the State within 30 days of receipt. Be responsible for any difference between the estimated and actual PMDR and design costs of the Project.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

- d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, estimated at **\$16,821.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.
- e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.
- g. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- h. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.
- i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- j. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project and all Project components in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all

claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.
4. The State shall include Section 10 7.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
5. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.
6. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces a proportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
7. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.
8. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
9. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
 Attn: Cost Accounting Administrator
 206 S 17th Ave. Mail Drop 204B
 Phoenix, AZ 85007
SingleAudit@azdot.gov

10. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
11. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
12. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
13. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
14. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as set forth for public works contracts in Arizona Revised Statutes § 12-1518.
16. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
17. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

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

City of Avondale
 Attn: Chris Hamilton
 11465 W Civic Center Dr.
 Avondale, AZ 85323
 (623) 333-4216
chamilton@avondale.org

For Project Administration:

Arizona Department of Transportation
 Arizona Department of Transportation
 Multi Modal Planning
 1615 W Jackson St.
 Phoenix, AZ 85007
 (602) 712-4428

City of Avondale
 Attn: Chris Hamilton
 11465 W Civic Center Dr.
 Avondale, AZ 85323
 (623) 333-4216
chamilton@avondale.org

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

City of Avondale
 Attn: Abigail Yacoben
 11465 W Civic Center Dr.
 Avondale, AZ 85323
 (623) 333-2000

19. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF PEORIA

STATE OF ARIZONA
 Department of Transportation

By _____
KENNETH WEISE
 Mayor

By _____
STEVE BOSCHEN, P.E.
 IDO Assistant Director

ATTEST:

By _____
CARMEN MARTINEZ
 City Clerk

IGA/JPA 16-0005858-I

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

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

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

DATED this _____ day of _____, 2016.

Andrew, J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3323-616 - Intergovernmental Agreement with City of Phoenix for Recyclable Materials Processing Services

MEETING DATE:

6/20/2016

TO: Mayor and Council**FROM:** Cindy Blackmore, Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the City of Phoenix for recyclable materials processing services.

BACKGROUND:

The City of Avondale provides once a week curbside recycling service to approximately 21,000 homes. Annually, the city collects nearly 5,000 tons of recycling materials. These materials are then sold to a processor. Our current processor, Friedman Recycling, has officially notified the city that they will not be accepting any renewals of their contract which expires June 30, 2016.

Although no specific reason was given as to why Friedman Recycling will not be renewing the contract, the downturn in the recycling market is believed to be the major factor in this decision. The recycling markets are volatile and are in a downward cycle. Commodity prices for cardboard, plastics, metals and paper have all continued to fall over the last five years. There are a number of factors that have contributed to this decline, including a slowing demand from China, over supply, contamination, and the rapid decline in oil prices. Moving forward, it will be extremely important to properly manage the recycling program, not only on an operational level but also to deal with the ebs and flows of the commodities market.

DISCUSSION:

After receiving notification from Friedman, staff began reaching out to contacts in the recycling industry. This process eventually provided the opportunity to open dialogue with the City of Phoenix. The City of Phoenix owns the 27th Avenue material recovery facility (MRF) located at 3060 S. 27th Ave. Which is at the intersection of 27th Ave. and Lower Buckeye Rd. Staff from both cities have met and discussed the possibility of partnering, identified the needs of both parties, and the logistics of such a partnership.

Staff believes that this partnership is in the best interest of both the City of Avondale and the City of Phoenix. It provides a stable partnership that has a regional impact. With the exception of styrofoam, all materials currently accepted in our recycling program will stay the same. As there has been no measurable tonnage of styrofoam during any of our previous material audits, staff does not see this as an issue that will negatively affect a large number of our customers.

The agreement has an initial three year term starting July 1, 2016 and ending June 30, 2019. The initial term of this agreement may be renewed in one year increments for a total of two renewal years. Either party may terminate the agreement without cause by giving the other party one hundred eighty days prior written notice.

BUDGET IMPACT:

The agreement calls for revenue sharing based on a blended recyclables market rate. The blended rate is the average sales price per ton for all material sorted and sold at the 27th Ave. facility. Avondale will be paid a percentage of the blended rate as indicated in the table below.

Monthly Facility Blended Rate	City of Avondale Revenue Percentage
\$100 or less	12%
\$100.01 to \$120	14%
\$120.01 to \$150	17%
\$150.01 to \$180	20%
\$180.01 and up	23.0%

Although we believe this revenue share agreement is fair to both parties, under current market conditions Avondale will see a decrease in revenues from the sale of recyclable materials. The extent of the decrease is difficult to predict with any certainty because it will be dependent on the commodity markets throughout the year. However, as the markets see a recovery and the commodity prices increase, Avondale's revenue share will increase.

Staff has been aware that our current contract was very beneficial to the City and likely would not be the type of revenue we could expect from any new contract under the current recycling market conditions. This revenue sharing agreement is equitable to both Phoenix and Avondale; We believe it is a sustainable solution that is in the long term interest of the recycling program.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with City of Phoenix for recyclable materials processing services.

ATTACHMENTS:

Description

[Resolution 3323-616](#)

RESOLUTION NO. 3323-616

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX, ARIZONA, RELATING TO PROCESSING AVONDALE'S RECYCLABLE MATERIALS.

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

SECTION 1. The Intergovernmental Agreement with the City of Phoenix relating to processing Avondale's recyclable materials (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 20, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3323-616

(Agreement)

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PHOENIX
AND
CITY OF AVONDALE

City Contract No. _____

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of July 1, 2016, by and between the City of Phoenix, an Arizona municipal corporation ("Phoenix") and the City of Avondale, an Arizona municipal corporation ("Avondale") (collectively, the "Parties").

RECITALS

A. Arizona Revised Statutes, Sections 11-951 through 11-9554 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action. The parties hereto acknowledge that this Agreement constitutes an Intergovernmental Agreement within the meaning of Arizona Revised Statutes, Sections 11-951 through 11-9554.

B. Phoenix is empowered by Chapter II, Section 2 of the Phoenix Charter to enter into this Agreement and has, by City Council Action on _____, authorized the undersigned to execute this Agreement on behalf of Phoenix.

C. Avondale is empowered to enter into this Agreement by Avondale City Charter Art. I, §3, and has, by City Council Action on June 20, 2016, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Avondale.

D. Phoenix is the owner of the North Gateway Materials Recovery Facility located at 30205 N. Black Canyon Highway and the 27th Avenue Materials Recovery Facility located at 3060 S. 27th Avenue (MRFs). Phoenix has contracted with ReCommunity for the operation of both MRFs. Phoenix represents to Avondale that ReCommunity acts on behalf of Phoenix.

E. Avondale desires to enter into this Agreement with Phoenix to have Phoenix process Avondale's recyclable materials at the City of Phoenix Materials Recovery Facilities.

F. Phoenix and Avondale believe it would be advantageous for Avondale to bring, and Phoenix to accept, Recyclable material at the City of Phoenix Material Recovery Facilities from the standpoint of efficiency of collection and disposal, vehicle routing, avoidance of excessive travel times and distances, fuel economy and efficiency, and reduction of air pollution. Additionally, Avondale may also choose to use Phoenix facilities for green organics diversion and/or disposal of Municipal Solid Waste (MSW).

G. The purpose of this Agreement is to set forth the parties' respective rights and obligations with respect to Phoenix's acceptance of Avondale's recyclables at the City of Phoenix MRFs.

Now, therefore, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

"Blended Rate" means the average sales price per ton for all material sorted and sold at the 27th Avenue MRF during a calendar month.

"Hazardous Waste" means: (1) any material or substance which by reason of its composition or characteristics is (a) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq., as replaced or amended, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced or amended, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or (b) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (2) other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for transfer through, transportation by, or disposal from or to a Facility; and (3) any material which would result in process residue being Hazardous Waste under (1) or (2) above.

"Hot Load" means any load of materials delivered to the MRFs which is emitting smoke, fire, or fumes and which may be in imminent danger of fire or explosion.

"Hours and Days of Operation" means those hours that the MRFs receive Recyclables, as posted and noticed from time to time. Currently, the MRFs receive Recyclables from 5:30 a.m. to 5:00 p.m., Mondays through Fridays, excluding Phoenix-observed holidays unless the holiday is a designated Solid Waste collection day for City of Phoenix residents.

"Recyclables" means post-consumer residential materials as accepted in the Phoenix Recycles program, having residual value and suitable for use in other products. The list of acceptable materials may be modified by Phoenix at any time at the sole discretion of Phoenix.

"RFID" means radio frequency identification. It is a device that is attached to the collection vehicle and that will be electronically read when the collection vehicle travels over the unmanned scale. This device transmits a unique signal and electronically tracks tonnages, trucks, times, etc.

"Special Waste" means any waste that is now or hereafter defined as a special waste under or pursuant to Ariz. Rev. Stat. § 49-851 et seq. or any other waste that requires special handling under federal, state, or local laws or regulations.

"Ton" means a short ton of two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means that portion of solid waste, such as, but not limited to: (1) explosives, radioactive materials, untreated bio-hazardous medical waste as defined in A.A.C. R18-13-1401, cesspool waste, or sewage sludge; (2) motor vehicles, including major motor vehicle parts, agricultural and farm machinery and equipment; (3) waste

tires; (4) used oil; (5) that which in the reasonable judgment of Phoenix may present a risk to health or to safety, or has a reasonable possibility of adversely affecting the operation of its Facility; or (6) waste not authorized for disposal at the MRFs by those entities having jurisdiction over any waste, the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, or health or safety. Unacceptable Waste also includes any waste that is now or hereafter defined by federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous; or extremely hazardous waste.

“Green Organics” means vegetative waste including plant clippings and trimmings, cut tree branches and limbs, clean untreated wood waste or lumber, and large animal waste, and does not include palm fronds or oleander material unless otherwise determined by the Director and published by the Department.

“MSW” means Municipal Solid Waste or any garbage, bulk trash, and other materials or products, including putrescible and non-putrescible waste, organic and inorganic waste, combustible and noncombustible waste, and liquid nonhazardous waste discarded by the public, but not including hazardous waste or human body parts.

AGREEMENT

1. Parties. Phoenix is a municipal corporation of the State of Arizona. The principal office of Phoenix is located in Maricopa County at 200 West Washington Street, Phoenix, Arizona 85003-1611. The rights and obligations by Phoenix under this Agreement are undertaken as the owner of real property acting in a proprietary capacity and not as a municipality exercising regulatory powers. Avondale is a municipal corporation of the State of Arizona. The principal office of Avondale is located in Maricopa County at 11465 Civic Center Drive, Avondale, AZ 85323. The rights and obligations of Avondale under this Agreement are undertaken as the owner of real property acting in a proprietary capacity.

2. Term. The initial term of this Agreement shall be for a period 36 months beginning on July 1, 2016 and ending on June 30, 2019. The initial term of this Agreement may be renewed in one (1) year increments for a total of two (2) renewal years.

3. Phoenix's Acceptance. Phoenix will accept up to 10,000 tons of recyclable materials from Avondale at the MRFs as part of the Phoenix Recycles program during its Hours and Days of Operation. Avondale will be able to deliver Recyclables to the MRFs at any time they are open to accept material, and may bring recyclables on other days as approved in advance by Phoenix.

4. Recyclables Delivery. On an annual basis, Avondale shall deliver up to 10,000 tons of recyclable material to Phoenix's MRFs. Avondale shall, in good faith, deliver only acceptable recycling materials to the MRFs for processing. Avondale agrees to inform its residents of proper recycling practices and also agrees to enforce proper recycling practices. Avondale shall be responsible for arranging a recycling processing contingency plan in the event of circumstances resulting in Phoenix not being able to operate the MRFs. Avondale shall observe and obey all Phoenix hours of operation, rules of conduct, traffic patterns and speed limitations while on Phoenix property. Avondale shall make an effort to coordinate with Phoenix its scheduled delivery of recyclable materials over work days.

Upon execution of this Agreement, Avondale shall provide Phoenix with its good faith projections, in writing, of the monthly tonnage that it expects to deliver to the Facility. Avondale may not deliver more than twenty percent (20%) above its projected tonnage on a monthly basis to the Facilities without prior approval by Phoenix. These projections are intended for planning purposes and are not to be considered contractual commitments to deliver such projected tonnage.

5. Green Organics. Under this agreement, Avondale may also deliver clean green organics to the City of Phoenix composting facilities at a rate to be negotiated at the time of delivery.

6. Municipal Solid Waste Delivery. Under this agreement, Avondale may also deliver municipal solid waste to the City of Phoenix solid waste facilities at a rate to be negotiated at the time of delivery.

7. Weighing of Materials. Each vehicle delivering Recyclables shall have a vehicle identification number permanently indicated and conspicuously displayed on the exterior of the vehicle which is readily visible to the scale house staff. In the event the scales become temporarily inoperable due to testing or malfunction, Phoenix shall estimate the weight of Recyclables on the basis of truck volume and historical data. These estimates shall serve as official records for the duration of the scale outage. In such case, a handwritten ticket may be substituted for the computer copy. In consideration for use of automated scales, Avondale shall make all collection vehicles used for delivery of Recyclables available for installation of RFID devices, and obtaining of a certified tare weight for each vehicle. Incoming materials shall be weighed by weighing all incoming vehicles and recording the weight of each. From time to time, Phoenix may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. RFID devices remain the property of Phoenix and shall be returned when vehicles are removed from service, or upon termination or expiration of this Agreement. A charge of \$50.00 per RFID devices shall be charged for each device placed on Avondale collection vehicle or for replacement of lost or damaged devices.

8. Hot Loads. In the event that an Avondale vehicle dumps a Hot Load, Avondale agrees to pay reasonable charges for Phoenix's handling of such Hot Load. Reasonable Hot Load charges may be deducted from the monthly compensation for Recyclables.

9. Compliance with the City of Phoenix Solid Waste Facility Rules and Traffic Requirements. Avondale staff will become familiar with and comply with all facility rules, traffic flows, and speed restrictions. Failure to follow such rules and requirements may result in restriction of Avondale staff from using the facility.

10. Quality of Recyclables. Material quality will be inspected by Avondale staff, and will adhere to guidelines of the "Phoenix Recycles" program of what is and is not acceptable Recyclable Materials, as set forth in **Exhibit A**, attached hereto, and as amended from time to time in accordance with the Notice provisions hereof. Materials will be spot check inspected by Phoenix staff or the designated operators on the MRF floors. If materials are determined to be excessively contaminated, in the opinion of Phoenix personnel (rather than the contracted operator), then the materials will be moved immediately to the solid waste transfer area, and Avondale will be assessed the then-current disposal fee (which is presently \$38.25/ton). Phoenix will immediately

inform Avondale of this determination and make the material available for immediate inspection as permitted by operational requirements. Avondale will provide documentation of the attempts to increase the quality of the recyclable materials within two weeks of the excessively contaminated load. Avondale is aware that trucks must be fully emptied of any garbage prior to collection of recyclables. Excessive contamination means any load containing 20% or more non-recyclable material, or that is otherwise unacceptable for processing.

11. Termination of Agreement. Either party may terminate this Agreement without cause by giving the other party one hundred eighty (180) days prior written notice.

12. Vehicle leaks and spills. Avondale shall be responsible for prompt cleanup of leaks or spills from its vehicles while at the Facilities. Regardless of the nature of any fluid leaking from the collection vehicle, it shall be cleaned up within two hours. Any Recyclables that are spilled in any part of the facility other than the designated tip areas shall be immediately contained and collected by Avondale staff. Spills that are not satisfactorily cleaned up within the two-hour designated time frame may be remediated by the City of Phoenix and a reasonable cost of the cleanup deducted from the monthly compensation for Recyclables.

13. Compensation. Payment shall be made to the City of Avondale for each ton of Recyclables accepted and processed. The rate of payment shall be a percentage of the facility-blended rate as indicated in the table below. Payment shall be calculated by the 25th day of the month for the previous month and shall be payable within 30 days.

Monthly Facility Blended Rate	City of Avondale Revenue Percentage
\$100 or less	12.0%
\$100.01 to \$120	14.0 %
\$120.01 to \$150	17.0%
\$150.01 to \$180	20.0%
\$180.01 and up	23.0%

The above revenue percentage shall be adjusted annually in July to account for increases to the MRF processing fee. Processing fee increases will reduce the revenue percentage rate equivalent to the per ton processing fee increase.

14. Indemnification. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any personal (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

14.1. Insurance Requirements for Governmental Parties to an IGA: **NONE.**

14.2. Insurance Requirements for any Contractors Used by a Party to the Intergovernmental Agreement: If any part of this Agreement is contracted or

subcontracted, Avondale shall require its contractor(s) to name the City of Phoenix as an additional insured to the same extent that Avondale is named as an additional insured as required under the contract.

15. Miscellaneous.

15.1. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignee shall assume all of the obligations of this Agreement and the assignor shall not be relieved of its obligations under this Agreement by reason of an assignment.

15.2. Applicable Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

15.3. Notices. All notices, demands and other writings provided to be given, made or sent by any party hereto to other parties shall be deemed to have been fully given, made or sent when made in writing and personally delivered or received by United States postpaid registered or certified mail and addressed as follows:

To Phoenix: City of Phoenix Public Works Department
Attn: Solid Waste Administrator
200 W. Washington, 6th Floor
Phoenix, AZ 85003

To Avondale: City of Avondale, AZ
Attn: City Manager
11465 Civic Center Drive
Avondale AZ 85323

With a copy to: City of Avondale, AZ
Attn: City Attorney's Office
11465 Civic Center Drive
Avondale AZ 85323

The address to which any notice, demand or other writing may be given, made or sent may be changed by written notice given by such party as above provided.

15.4. Conflict of Interest. No official, officer or employee of either party shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS 38-511.

15.5. Employees.

15.5.1. Non-liability of Officials and Employees. No official, officer or employee of Phoenix or Avondale shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by either Phoenix or Avondale of any obligation under the terms of this Agreement.

15.5.2. Not Employees. The personnel of the either party to this Agreement are not for any purpose to be considered employees or agents of the other party, and that each party assumes full responsibility for the actions of its personnel while performing under this Agreement, and shall be solely responsible for their

supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

15.6. Force Majeure. In addition to specific provisions of this Agreement, non-performance by any party hereto shall not be deemed to be a default where such non-performance is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation related to the MRF, or unusually severe weather. In order for the non-performing party to obtain an extension of time for any such cause, the non-performing party must notify the performing party in writing of such force majeure within ten (10) days of commencement of such force majeure. Moreover, notice must contain a request for additional time, which shall only be for the period of the force majeure. Failure of the non-performing party to notify the performing party of such force majeure within such ten (10) days shall result in the performing party granting only a ten (10) day extension to the non-performing party.

15.7. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any breach or default shall not operate as a waiver of any breach or default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15.8. Severability. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

15.9. Representations and Warranties.

15.9.1. Avondale hereby represents and warrants to Phoenix as follows: (1) Avondale has the full power and authority to execute and deliver this Agreement to Phoenix and carry out the transactions contemplated hereby; (2) Avondale has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Avondale's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Avondale's obligations under this Agreement. Upon execution and delivery of this Agreement by Avondale, it will constitute a legal, valid, and binding obligation of Avondale enforceable against it in accordance with the terms hereof.

15.9.2. Phoenix hereby represents and warrants to Avondale as follows: (1) Phoenix has the full power and authority to execute and deliver this Agreement to Avondale and carry out the transactions contemplated hereby; (2) Phoenix has taken all necessary action to execute, deliver, and perform this Agreement; and (3) neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor Phoenix's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on Phoenix's obligations under this Agreement. Upon execution

and delivery of this Agreement by Phoenix, it will constitute a legal, valid, and binding obligation of Phoenix enforceable against it in accordance with the terms hereof.

15.10. Definitions, Exhibits, and Recitals. The definitions, exhibits, and recitals attached to this Agreement are hereby incorporated into this Agreement by this reference, as and to the same effect as if recited at length in the body of this Agreement.

15.11. Audit. The parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of 5 years after the completion of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly authorized officers and agents on the day and year first written above.

CITY OF PHOENIX, a municipal corporation

CITY OF AVONDALE, a municipal corporation

ED ZUERCHER, City Manager

DAVID FITZHUGH, City Manager

By: _____

John A. Trujillo, Public Works Director

ATTEST:

ATTEST:

City Clerk

City Clerk

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

Acting City Attorney

City Attorney

Date

Date

Exhibit A
Guidelines of the “Phoenix Recycles” program

IMPORTANT RECYCLING GUIDELINES:

- All recyclable material must be relatively clean, dry, empty and uncrushed. No need to wash recyclables. Keep items separate, do not nest.
- Do not bag, box or tie recyclables.
- No grass, yard or food waste.
- Lids are okay on most containers. Due to magnet strength for sorting iron metal objects, it is important to remove metal lids from glass jars and place both in your blue recycling container.

PLASTICS

Bottles and containers with recycling symbol and numbered codes 1 – 7 except for #6 (no foam).

Clean plastic tubes and buckets with the recycling symbol and numbered codes are acceptable.

PLASTIC DON'TS

No plastic bags of any kind with or without a recycling symbol.

No pool chemical/household hazardous waste containers.

No garden hoses

No foam peanuts or bubble wrap.

These items can damage the sorting equipment, be harmful to workers in the sorting facility or are too small to be sorted or make the sorting process inefficient.

GLASS

Food or beverage glass bottles and jars only. Please remove lids

NO WINDOW PANES, MIRRORS, CERAMICS, DISHES, TELEVISIONS, OR LIGHT BULBS.

These items are made with treated glass, have hazardous materials in them (TVs) or are not glass at all and cannot be recycled in Phoenix Recycles.

PAPER

Office paper - staples do not need to be removed

Newspapers - remove plastic bags and rubber bands

Magazines, catalogs, comic books

[Telephone books](#)

Cardboard - flatten boxes to fit in blue barrel loosely.

Chipboard - cereal, cookie, tissue, gift boxes. (Remove and place cereal, cookie or cracker inserts bagged and tied in your green or black barrel.

Milk/juice cartons

Juice boxes

Junk mail - includes non self-sealing envelopes. Remove plastic credit cards or bags. Previous literature may say no plastic windowed envelopes, however improvements at paper recycling plants allow for these windows to be strained out of the paper pulp mix. It is still good recycling habit to tear the window out, however it is not necessary.

NO HARDBACK OR PAPERBACK BOOKS, SELF SEALING ENVELOPES, PHOTOGRAPHS, EMBOSSED CARDS OR WRAPPING PAPER, MYLAR BALLOONS, NEWSPAPER PLASTIC BAGS, RUBBER BANDS OR BLUEPRINTS.

All of these items cannot be recycled with regular paper. They cause de-inking and pulping processes to be disrupted and reduce the value of acceptable paper items.

METALS

Aluminum cans

Clean pie plates and foil

Steel cans - soup, vegetable, pet food ; place lids inside can

Metal hangers - bound with twist tie

Scrap metal under 25 pounds including small appliances

Aerosol cans - [no spray paint, pesticides, oven cleaners](#)



CITY COUNCIL AGENDA

SUBJECT:

Resolution - 3322-616 - Arizona Mutual Aid Compact

MEETING DATE:

6/20/2016

TO: Mayor and Council**FROM:** Troy Lutrick**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

To request that the City Council adopt a Resolution authorizing the city to participate with other jurisdictions and the State of Arizona in the Arizona Mutual Aid Compact (AzMAC).

BACKGROUND:

This Arizona Mutual Aid Compact serves as an agreement between all signatories including; Local, County, Tribal, and State agencies within Arizona agreeing to potentially share resources during an emergency which overwhelms the resources of the requesting agency. Upon signature, this agreement remains in effect for ten years with an additional ten year extension if appropriate.

DISCUSSION:

A statewide network of emergency management representatives already exists in order to share information, training, collaboration, and intelligence concerning potential emergencies which could affect the citizenry or Continuity of Government. This voluntary compact assures that any necessary physical or human resources can be requested and/or shared during an emergency where a single or multiple entities become overwhelmed and request assistance from other signatories.

There is no requirement that the City of Avondale provide requested resources if not possible and/or if a similar or different situation exists within the City that would cause a hardship. The agreement is meant to create a framework for potential resource sharing in any situation that falls short of a state or federal declaration process but is not intended to be obligatory.

The agreement also provides a mechanism for the providing agency to obtain reimbursement for those resources from the requesting agency however the cost to be reimbursed for use of the resources must be agreed upon by the agencies prior to the point that the resources are provided. The providing agency can provide resources at no cost should they so desire at their sole discretion.

BUDGET IMPACT:

There is no budgetary impact by signing this agreement and there are no fees associated with its signing. In the event of the City of Avondale requests resources from another signatory agency, the expenses for those resources could be invoiced back to the City. Conversely, if the City of Avondale were to agree to share its resources with another signatory agency, those expenses could be invoiced to the receiving agency.

RECOMMENDATION:

Staff recommends that the City Council approve a Resolution authorizing the city to participate with other jurisdictions and the State of Arizona in the Arizona Mutual Aid Compact for the provision of mutual aid in times of emergency.

ATTACHMENTS:

Description

[Resolution 3322-616](#)

RESOLUTION NO. 3322-616

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE ARIZONA MUTUAL AID COMPACT WITH THE STATE OF ARIZONA RELATING TO PROVISION OF MUTUAL AID IN TIMES OF EMERGENCY.

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

SECTION 1. The Arizona Mutual Aid Compact with the Arizona Division of Emergency Management relating to provision of mutual aid in times of emergency (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 20, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3322-616

(Agreement)

See following pages.

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency** or **Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this 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.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE**

(NAME OF JURISDICTION)

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST: _____
(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney)

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- | | | | |
|--------------------------------------|----------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Meals | <input type="checkbox"/> Operator(s) | <input type="checkbox"/> Water |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Lodging | <input type="checkbox"/> Power | <input type="checkbox"/> Transporter |

Mission

Special Instructions

Request Forwarded to

Contact Name
Organization/Agency
Vendor
Date/Time of Submission

Request Approved by

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs Equipment Costs Commodities
--

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost

Providing Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Requesting Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Appendix B

**ARIZONA MUTUAL AID COMPACT (AZMAC)
POINTS OF CONTACT**

Date:

Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC)

USE OF A CONTRACTOR

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of signatory's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

Insurance Requirements for Governmental Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.
- C.** Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D.** Acceptability of Insurers: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E.** Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F.** Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G.** Approval: Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H.** Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



CITY COUNCIL AGENDA

SUBJECT:

Public Hearing - FY 2016-2017 Budget and
Property Tax Levy

MEETING DATE:

6/20/2016

TO: Mayor and Council

FROM: Abbe Yacoben, Finance and Budget Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that Council hold a public hearing to receive comment on the property tax levy and final budget for fiscal year 2016-2017 in the amount of \$204,012,519.

BACKGROUND:

The tentative budget was adopted on May 16, 2016 and was published in the June 1st and June 8th editions of the West Valley View. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website along with the detailed revenue and expenditure estimates initially presented to the Council on April 11th, April 18th and April 25th. A public hearing is to be held on June 20th, 2016 as required by A.R.S. §42-17104. As required by A.R.S. §42-17105, a special meeting must be convened for adoption of the final budget.

DISCUSSION:

The final budget for fiscal year 2016-2017 of \$204,012,519 has not changed in total from the tentative budget adopted on May 16, 2016. The total property tax rate for fiscal year 2016-2017 is \$1.70 per one-hundred dollars of assessed valuation, which is a decrease from \$1.75 in the prior year.

The fee schedule has been updated to reflect a change in the hydrant meter fee from \$887.10 to \$192.80 in addition to listing the non-residential rate blocks for water and sewer usage. These have not changed, but were added to provide additional transparency.

The final adopted budget for FY 2016-17 will be posted on the City's website within seven business days as required by A.R.S. §42-17103.

BUDGET IMPACT:

This will allow residents to comment on the City's expenditure limit and annual budget for fiscal year 2016-2017.

RECOMMENDATION:

Staff recommends the Mayor and Council hold a public hearing on the final budget and property tax levy, for FY 2016-2017.

ATTACHMENTS:

Description

[2016-2017 Budget](#)

2016-2017 BUDGET

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38648>



CITY COUNCIL AGENDA

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

SPECIAL MEETING

June 20, 2016

7:00 PM OR IMMEDIATELY AFTER THE REGULAR MEETING

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2 RESOLUTION 3321-616 - SETTING FORTH THE FINAL BUDGET AND FEE SCHEDULE FOR FY 2016-2017

City Council will consider a resolution approving the annual fee schedule and final budget for fiscal year 2016-2017 in the amount of \$204,012,519. The Council will take appropriate action.

3 EXECUTIVE SESSION

City Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A) (3) for discussion or consultation for legal advice with the City's Attorney regarding development agreements for billboards and (ii) 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 two pending development agreements.

4 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 política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes estos aparezcan en estos videos o grabaciones de audio. Los padres pueden ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3321-616 - Setting Forth the Final Budget and Fee Schedule for FY 2016-2017

MEETING DATE:

6/20/2016

TO: Mayor and Council**FROM:** Abbe Yacoben, Finance and Budget Director**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that Council convene a special meeting to adopt a resolution approving the annual fee schedule and final budget for fiscal year 2016-2017 in the amount of \$204,012,519.

BACKGROUND:

The tentative budget was adopted on May 16, 2016 and was published in the June 1st and June 8th editions of the West Valley View. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website along with the detailed revenue and expenditure estimates initially presented to the Council on April 11th, April 18th and April 25th. A public hearing was held on June 20th, 2016 as required by A.R.S. §42-17104. As required by A.R.S. §42-17105, a special meeting must be convened for adoption of the final budget.

DISCUSSION:

The final budget for fiscal year 2016-2017 of \$204,012,519 has not changed in total from the tentative budget adopted on May 16, 2016. The fee schedule has been updated to reflect a change in the hydrant meter fee from \$887.10 to \$192.80 and the addition of nonresidential blocks of sewer and water fees which have not changed but in order to add transparency.

The final adopted budget for FY 2016-17 will be posted on the City's website within seven business days as required by A.R.S. §42-17103.

BUDGET IMPACT:

This will establish the formal expenditure limit and annual budget for fiscal year 2016-2017.

RECOMMENDATION:

Staff recommends the Mayor and Council adopt a resolution setting forth the final budget and fee schedule for FY 2016-2017.

ATTACHMENTS:

Description

[Resolution 3321-616](#)

RESOLUTION 3321-616 – FINAL BUDGET ADOPTION

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