



CITY COUNCIL AGENDA

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

REGULAR MEETING

July 18, 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. **FUND TRANSFER FOR GRAPHIC DESIGN ARTIST**

City Council will consider a request to approve the transfer of funds from various departments to cover the cost of a part-time temporary Graphic Design Artist. The Council will take appropriate action.

b. **APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES**

City Council will consider the subcommittee's recommendations for the appointment of members of the city's boards, commissions and committees. Newly appointed members have been invited to be sworn in. The Council will take appropriate action.

c. **PROFESSIONAL SERVICES AGREEMENT NCS ENGINEERS DESIGN FOR THE RANCHO SANTA FE BOOSTER STATION RESERVOIR RECOATING**

City Council will consider a request to approve a Professional Services Agreement with Narasimhan Consulting Services Inc., d/b/a NCS Engineers to provide services related to improvements to a water storage tank at Rancho Santa Fe Booster Station in the amount of \$72,470, and authorize the Mayor or City Manager and City Clerk to execute the contract documents. The Council will take appropriate action.

d. **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT- DIBBLE AND ASSOCIATES**

City Council will consider a request to approve an amendment to the Professional Services Agreement with Dibble and Associates Consulting Engineers, Inc. to extend the contract term and increase the aggregate contract compensation amount to an amount of \$149,000 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The City Council will take the appropriate action.

e. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - TIGHTLINE SERVICES, INC. (DBA GOOSEBUMP MARKETING & EVENTS)

City Council will consider a request to approve the second amendment to the Professional Services Agreement with Tightline Systems, Inc. (d/b/a Goosebump Marketing & Events) to increase the compensation up to \$371,800 for Fiscal Year 2017, and increase the aggregate contract in an amount not to exceed \$1,149,970, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FY 2016-2017

City Council will consider a request to approve a contract with Area Agency on Aging for FY 2016-2017 in the amount of \$303,250; a Vehicle Lease Agreement V2017-05-AVO in the amount of \$4; and adopt an itemized budget for Senior Center Program and Operations and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

g. COOPERATIVE PURCHASING AGREEMENT - HOFFMAN SOUTHWEST CORP.

City Council will consider a request to approve a Cooperative Purchasing Agreement with Hoffman Southwest Corp. d/b/a Professional Pipe Services to provide wastewater collection system cleaning and closed circuit television inspection services for an annual amount not to exceed \$150,000 an aggregate amount not to exceed \$600,000 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 - GENUINE PARTS COMPANY

City Council will consider a request to approve a Cooperative Purchasing Agreement with Genuine Parts Company to purchase aftermarket automotive parts and services for a maximum aggregate amount not to exceed \$175,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. COOPERATIVE PURCHASING AGREEMENT - KELLER ELECTRICAL INDUSTRIES, INC.

City Council will consider a request to approve a Cooperative Purchasing Agreement with Keller Electrical Industries, Inc. for submersible pump-motor unit repairs and replacements for an annual amount not to exceed \$100,000 and a maximum aggregate amount not to exceed \$500,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. SECOND AMENDMENT TO THE OFFICE LEASE FOR UNIVERSITY OF MEDICAL SCIENCES ARIZONA

City Council will consider a request to approve the second amendment to the office lease for real property located at 125 S. Avondale Boulevard and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

k. RESOLUTION 3326-716 - SUBMISSION OF GRANT APPLICATION TO THE ADOH FOR HOME REHABILITATION PROGRAM

City Council will consider a resolution authorizing the submission of a grant application to the Arizona Department of Housing for additional funding to the existing City of Avondale Substantial Home Repair Program, adopt the Program Policies and Procedures, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

I. RESOLUTION 3328-716 - INTERGOVERNMENTAL AGREEMENT - MARICOPA COUNTY FOR COMMUNITY ACTION PROGRAM

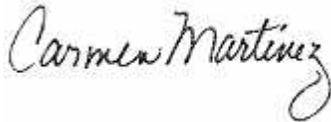
City Council will consider a resolution authorizing an Intergovernmental Agreement with Maricopa County for a grant in the amount of \$69,913.00 to provide Crisis Case Management and Financial Assistance services as part of the Community Action Program during fiscal year 2016-17 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take the appropriate action.

4 PUBLIC WORKS DEPARTMENT UPDATE

The Public Works Department will provide Council information regarding current operations.

5 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:

Fund Transfer for Graphic Design Artist

MEETING DATE:

7/18/2016

TO: Mayor and Council

FROM: Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611

THROUGH: David Fitzhugh, City Manager

PURPOSE:

City Council will approve the transfer of funds from various departments to cover the cost of a part-time temporary Graphic Design Artist.

BACKGROUND:

For the past 15 years, the city has outsourced its graphic design services. With the expiration of our current contract, we have gone out to bid for a new contract for graphic design services and selected two qualified firms as vendors.

Concurrently, as part of a cooperative pilot project between all city departments, the city is piloting a year-long project to bring graphic design services in-house, to evaluate whether this would result in cost-savings and efficiency of operations for the city. Surrounding cities of Goodyear, Buckeye, Surprise and Peoria all have part-time or full-time in-house graphic design positions on staff, with an average mid-point salary of \$65,276.43

DISCUSSION:

In FY 2014, the city spent approximately \$68,985.45 on design fees for projects such as the RAVE, marketing materials, the billboards at the bus stop, the billboards on the sanitation trucks, logos, special campaigns and initiatives, the water calendar, annual report and much more.

After conducting extensive research on what city departments spent on contracted graphic design services, Community Relations Department proposed a pilot project to evaluate the feasibility of bringing the position in-house part-time. The Community Relations department identified funds in its budget for graphic and printing services for this project; and several departments agreed to a transfer of funds to make up the difference. This is from monies departments would typically spend on graphic design services. This totals approximately \$56,000.

The transfer of funds will support a Part-time Graphic Designer, for 20-to 29 hours per week; with no benefits. It is anticipated that a majority of projects will be handled in house. Any overflow demand for graphic design needs will be channeled to the vendors on contract.

BUDGET IMPACT:

The initiative will not add to the current fiscal year budget as departments will be allocating ongoing funds to support it. This is not considered as FTE position, and no supplemental costs have been added to the budget for this initiative.

The total estimated cost for the part-time temporary Graphic Designer for Fiscal Year 2017 is \$55,680. The funding for this project is available from the following line items:

Community Relations	
101-5110-00 6520	\$ 13,600
101-5110-00-6525	4,500
101-5110-00-6570	8,500
101-5110-00-6590	2,580
101-5500-00-6540	3,000
Neighborhood and Family Services	
101-7505-00-6180	4,000
Development and Engineering Services	
101-5410-00-6035	2,000
101-5410-00-6180	1,000
Parks, Recreation and Libraries	
101-8125-00-6181	5,000
Economic Development	
101-6700-00-6525	3,000
City Clerk	
101-6000-00-6180	1,000
Finance and Budget	
101-5600-00-6180	500
Public Works	
501-9115-00-6570	3,000
520-6830-00-6570	2,000
Police	
101-6116-00-6300	2,000

RECOMMENDATION:

Staff recommends that the City Council approve the transfer of funds from various department budgets to the Community Relations budget line item 101-5110-00-5010.



CITY COUNCIL AGENDA

SUBJECT:

Appointment of Members to the City's Boards,
Commissions and Committees

MEETING DATE:

7/18/2016

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

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members of the city's boards, commissions and committees.

DISCUSSION:

The Council Subcommittee on Boards, Commissions and Committees hosted the annual meet and greet with candidates for appointment to the City's BCCs on Thursday, July 7, 2016. Their recommendations for appointment are listed below:

Energy, Environment and Natural Resources
Melvin Reese (Alternate)

Municipal Art Committee
Wendall Davidson
Josephine Crump
Tina Marie Conde (Alternate)
Michelle Allman (Alternate)

Neighborhood and Family Services Commission
Tina Marie Conde
Michelle Allman
Wendall Davidson (Alternate)
Melvin Reese (Alternate)

Parks, Recreation and Libraries Advisory Board
Chris Hazelton
Ana Bell Villa

Capital Improvement Plan
Ana Bell Villa

Public Safety Retirement Pension Boards - Fire and Police
Wendall Davidson

All appointments will have a term expiration date of December 31, 2016.

RECOMMENDATION:

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members of the city's boards, commissions and committees.



CITY COUNCIL AGENDA

SUBJECT:

Professional Services Agreement NCS Engineers
Design for the Rancho Santa Fe Booster Station
Reservoir Recoating

MEETING DATE:

7/18/2016

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 consider a request to enter into a Professional Services Agreement with Narasimhan Consulting Services Inc., d/b/a NCS Engineers to provide design, bid phase support, third party coating inspections and construction phase services for recoating and miscellaneous improvements to a water storage tank at Rancho Santa Fe Booster Station in the amount of \$72,470, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:

As part of the asset management program in Public Works, staff has evaluated the condition of the various steel water storage tanks in the City. The tanks at the Northside Booster Station were repaired and coated in 2014. Inspection reports indicate that the 1.75 million gallon water storage tank at the Rancho Santa Fe Booster Station is the next highest priority for rehabilitation. The tank is in need of structural repairs to maintain its integrity.

DISCUSSION:

The Rancho Santa Fe Booster Station is the main supplier of water to the City, and this is the larger of the tanks at this facility. In order to optimize operations it is imperative that this tank be repaired and coated before the summer season next year. NCS Engineers were chosen from the City's Professional Consultants Selection List. They have experience with the City system, and completed the design work on the Northside Booster Tanks. Staff is recommending they perform the design work for this project. Staff expects to have plans ready to bid this fall, and construction completed by April 2017. See attached Vicinity Map.

BUDGET IMPACT:

Funds for this project were approved by Council and are available in the Capital Improvement Plan account 514-9162-00-8520, Reservoir Coating and Rehabilitation.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Narasimhan Consulting Services Inc., d/b/a NCS Engineers to provide design, bid phase support, third party coating inspections and construction phase services for recoating and miscellaneous improvements to a water storage tank at Rancho Santa Fe Booster Station in the amount of \$72,470, and authorize the City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:**Description**

[Vicinity Map](#)

[PSA - NCS ENGINEERS](#)



RANCHO SANTA FE BOOSTER VICINITY MAP



THOMAS RD

RANCHO SANTA FE BLVD

RANCHO SANTA FE
BOOSTER STATION



MCDOWELL RD

DYSART RD

119TH AVE



PROFESSIONAL SERVICES AGREEMENT – NCS ENGINEERS

RANCHO SANTA FE TANK REHAB

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38728>



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Professional Services Agreement- Dibble and Associates

MEETING DATE:

7/18/2016

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

Staff is requesting that the City Council approve an amendment to the original Professional Services Agreement with Dibble and Associates Consulting Engineers, Inc. (Dibble) to provide ongoing land surveying services for the City, increasing the aggregate amount to an amount not to exceed \$149,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

With the retirement of Lari Don Spire, RLS, from the City, in the spring of 2015, the Development and Engineering Services Department has had a need for ongoing land surveying services. During his tenure with the City, Mr. Spire obtained intimate knowledge of the City's land base, records, and processes. Mr. Spire has since become employed with Dibble and Associates. His previous experience with the City combined with the resources of a consultant offer the City a unique value. For these reasons, the City originally pursued a one-year PSA with Dibble for Mr. Spire's land-surveying services in the amount of \$49,000. This PSA was entered on May 11, 2015.

DISCUSSION:

The original PSA with Dibble expired June 30, 2016. Staff has identified several ongoing projects which will require the continued services of Dibble and the land-surveying expertise of Mr. Lari Spire.

Through the amended PSA with Dibble, Mr. Spire will provide ongoing land surveying services for the City for an additional year with an option to renew the contract for an additional year, if necessary. Compensation for services is \$50,000 per year for a new aggregate contract amount of 149,000.00 over the course of the three-year period.

BUDGET IMPACT:

Funding for this project is available in Development and Engineering Services FY17 Operating Budget Line Item 101-5900-00-6180, Other Professional Services, and/or the respective CIP project budget.

RECOMMENDATION:

Staff recommends that the City Council approve an amendment to the original Professional Services Agreement with Dibble and Associates Consulting Engineers, Inc. (Dibble) to provide ongoing land surveying services for the City, increasing the aggregate amount to an amount not to

exceed \$149,000, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[PSA - Dibble and Associates](#)

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

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of August 1, 2016, between the City of Avondale, an Arizona municipal corporation (the “City”), and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation (the “Consultant”).

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement, No. 14109C, dated May 11, 2015, for Consultant to provide land surveying and technical support services for various pending City projects (the “Agreement”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

B. The City has determined that additional services by the Consultant are necessary (the “Additional Services”).

C. The City and the Consultant 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 Consultant for the Additional 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 the Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement. After the expiration of this renewal term, this Agreement may be renewed for one successive one-year term (a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in the subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of

the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The initial term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Compensation. The City shall increase the compensation to Consultant by not more than \$50,000.00 per Renewal Term for the Additional Services at the rates set forth in the Amended Fee Proposal, attached hereto as Exhibit 1 and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$49,000.00 to \$149,000.00.

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

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

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

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

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

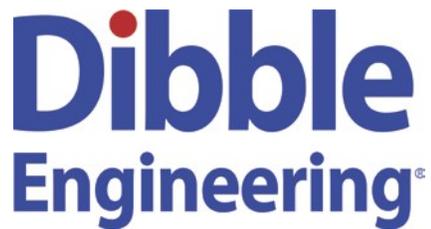
(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

[Amended Fee Proposal]

See following page.



January 1, 2016

STANDARD BILLING RATES

Principal	\$	240.00
Principal Engineer		195.00
Senior Project Manager		185.00
Project Manager		175.00
Senior Engineer		165.00
QA/QC Manager		165.00
Project Engineer (PE)		150.00
Assistant Project Engineer (EIT)		120.00
Senior Technician		125.00
Technician		100.00
Senior Designer		125.00
Designer		100.00

Land Survey Manager (RLS)	165.00
Land Surveyor (RLS)	140.00
Assistant Land Surveyor (LSIT)	100.00
Survey Technician	90.00
Survey Crew (2-Man, GPS/Robotic)	165.00

Senior Construction Project Manager	160.00
Construction Project Manager / Resident Engineer	150.00
Construction Project Engineer	140.00
Construction Inspector	120.00

Information Technology Director	120.00
Network Administrator	95.00
Marketing/Business Development Manager	120.00
Marketing Coordinator	80.00
Senior Administrative Assistant	85.00
Administrative Assistant	70.00

Expenses Cost plus 15%
mileage, reproduction, etc.

Overtime Rates
Client Authorized Billing Rate x 1.5



CITY COUNCIL AGENDA

SUBJECT:

Second Amendment to Professional Services Agreement - Tightline Services, Inc. (dba Goosebump Marketing & Events)

MEETING DATE:

7/18/2016

TO: Mayor and Council**FROM:** Kirk Haines, Parks, Recreation & Libraries Director (623) 333-2411**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

City Council will consider a request to approve the second amendment to the Professional Services Agreement with Tightline Systems, Inc. (d/b/a Goosebump Marketing & Events) to increase the compensation up to \$371,800 for Fiscal Year 2017, and increase the aggregate contract in an amount not to exceed \$1,149,970, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On September 7, 2011 the City of Avondale released a Request for Proposals seeking a qualified professional vendor interested in providing special event coordination and management services. Goosebump Marketing and Events was selected as the most qualified vendor.

The City and the Contractor entered into a Professional Services Agreement, No. 13614C, dated October 15, 2012, and extended by Contract Extension Letter, dated April 13, 2014, for the Contractor to provide event coordination and management services, including:

- Provide for additional compensation to the Contractor for additional services related to securing sponsorships for the events.
- Provide for reimbursement of certain expenses incurred in performance of the services as necessary for successful execution of the parade and festival.
- Extend the contract for 3 years with 2 one year extensions.
- The sponsorship fee changed from a flat \$2000 to a onetime sponsorship fee of \$500 annually plus 15% of all sponsorship revenue.
- Goosebump will receive an administrative fee equal to 3% of all costs related to the management and implementation of the event.
- Amend section VI. 4. Date Changes: contractor shall not be responsible to pay expenses or fees if the date of the event changes through no fault of the contractor.

On August 3, 2015, City Council approved the first contract amendment that extended the time of the contract by two years, and increased the contract in an amount not to exceed \$778,170. With the increase of the special events budget for Fiscal Year 2017, there is need to increase the total amount not to exceed to \$1,149,970.

DISCUSSION:

The scope of services shall include all event coordination and management for the following events for FY 2017:

- Six Signature Special Events to include Billy Moore Days, Avondale WinterFest, Tale of Two Cities Parade and Festival, Tres Rios Nature Festival, KidFest and Avondale Fiesta
- Nine Specialty Special Events that are dispersed throughout the fiscal year

Goosebump will also recommend and coordinate event sponsorship involvement and provide appropriate recognition of the secured sponsorships.

BUDGET IMPACT:

The total cost of the agreement will not exceed \$371,800 for fiscal year 2017, and an aggregate compensation not-to-exceed \$1,149,970 for the entire Term. This is the final contract extension remaining on the current contract and this contract will be re-bid later this fall for Fiscal Year 2018.

Funding for this amendment has been approved in the 2016-2017 annual budget, and is partially subject to sponsorship revenue through PRLD Recreation Special Events, Account No. 101-8125-00-6181.

RECOMMENDATION:

Approve the second amendment to the Professional Services Agreement with Tightline Systems, Inc. (d.b.a. Goosebump) in an amount not to exceed \$371,800 for Fiscal Year 2017, and a total contract amount not to exceed \$1,149,970, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Second Amendment to Professional Services Agreement - Tightline Systems, Inc.](#)

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TIGHTLINE SYSTEMS, INC.,
D/B/A GOOSEBUMPS MARKETING & EVENTS**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) is entered into as of July 18, 2016, between the City of Avondale, an Arizona municipal corporation (the “City”), and Tightline Systems, Inc., an Arizona corporation, d/b/a Goosebumps Marketing & Events (the “Contractor”).

RECITALS

A. The City and the Contractor entered into a Professional Services Agreement, No. 13614C, dated October 15, 2012, as amended by that First Amendment, dated August 3, 2015 (collectively, the “Agreement”), for the Contractor to provide event coordination and management services. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

B. The City has determined that additional services are necessary in connection with the Agreement (the “Additional Services”).

C. The City and the Contractor desire to enter into this Second Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Contractor for the Additional 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 the Contractor hereby agree as follows:

1. **Term of Agreement.** The term of the Agreement is hereby extended through September 30, 2017.

2. **Compensation.** The City shall increase the compensation to Contractor for the fourth renewal term by \$371,800.00, from \$184,000.00 to \$555,800.00 for the Additional Services, resulting in an increase of the aggregate not-to-exceed compensation from \$778,170.00 to \$1,149,970.00.

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 Second Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Second 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 Second Amendment are forever waived.

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

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

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)

“Contractor”

TIGHTLINE SYSTEMS, INC.,
an Arizona corporation, d/b/a
GOOSEBUMPS MARKETING & EVENTS

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared _____
_____, the _____ of TIGHTLINE SYSTEMS, INC.,
an Arizona corporation, d/b/a GOOSEBUMPS MARKETING & EVENTS, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and
acknowledged that he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)



CITY COUNCIL AGENDA

SUBJECT:

Contract for Services, Lease Agreement, and Itemized Budget - Area Agency on Aging FY 2016-2017

MEETING DATE:

7/18/2016

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

City Council will consider a request to approve a contract with Area Agency on Aging for FY 2016-2017 in the amount of \$303,250 to provide meals and activities for active adults and handicapped individuals; a Vehicle Lease Agreement V2017-05-AVO in the amount of \$4; and adopt itemized budget for Senior Center Program and Operations and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

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

DISCUSSION:

AAA has awarded the City of Avondale \$303,250 of program funds for FY 2016-2017. This funding is a continuation of the grant which was renewed in FY 2015-16. This year's awarded funding is an increase from the previous year's amount of \$300,564. These funds will be used to provide vital meals and services to elderly and disabled participants of the Avondale Community Center without required costs to them.

AAA also provides the City of Avondale with four vehicles for program use: 2 Ford Escapes, 1 Champion Bus, and 1 Eldorado Bus used in the delivery of meals to homebound clients and in transporting seniors to and from their homes and the Avondale Community Center, along with programmed activities needing transportation services. The lease will be effective for one year. The vehicles are leased for a \$4 annual fee.

The City Council is also asked to adopt an itemized budget Senior Center Program and Operations. Historically the City has demonstrated a strong commitment to the programs through a strong local match. This budget proposes a 48% match through the general fund and in-kind revenues and services rather than the minimally required 10%. Space utilization and utility charges such as water, sewer, gas and electricity have been determined and reallocated to the program this year. Also included in this budget are equipment transfers for technology, equipment repair and maintenance,

vehicle costs, risk management, and vehicle transfers for future replacement of the vehicles utilized for the program. The City of Avondale covers these costs in their portion of the revenue contributions, but they are reflected in the budget to best reflect the costs of the program covered by the City of Avondale.

BUDGET IMPACT:

The City of Avondale will receive funds from AAA in the amount of \$303,250 under the provisions of this action. An itemized budget is prepared and attached to include expected revenues and required funds from the City of Avondale to continue the program.

The AAA grant requires a minimum 10% match from local funds. The City exceeds this requirement by appropriating \$221,900 of local funds to the AAA program, for FY 2016-17

RECOMMENDATION:

Staff recommends that the City Council approve Contract 2017-06-AVO with Area Agency on Aging for FY2016-2017 in the amount of \$303,250; approve the Vehicle Lease Agreement V2017-05-AVO with Area Agency on Aging in the amount of \$4; and adopt the itemized Senior Program budget and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Contract for Services - AAA](#)

[AAA Vehicle Lease Agreement 16-17](#)

[Senior Center Program Itemized Budget](#)

CONTRACT FOR SERVICES

AREA AGENCY ON AGING, REGION ONE, INCORPORATED

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38733>

VEHICLE LEASE AGREEMENT Between

V2017-05-AV0

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
EIN #866000233

DURATION OF THE AGREEMENT, FY 2017: Effective July 1, 2016 and shall end June 30, 2017.

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

David T. Diaz, Chief Financial Officer

Erin Sparks, Recreation Coordinator

RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2017-06-AVO

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

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

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

IN WITNESS WHEREOF, the parties enter into this Contract:

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

CITY OF AVONDALE

Signature and Date

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

Signature and Date

David Fitzhugh, City Manager

City of Avondale ATTEST:

Vehicle Lease Identification Page

<u>Year & Make</u>	<u>Model</u>	<u>VIN #</u>
2008 FORD	ESCAPE SUV – GAS	1FMCU02Z98KE01393
2008 FORD	ESCAPE SUV – HYBRID	1FMCU03178KC32869
2008 FORD	CHAMPION E450 BUS	1FD4E45S58DA26288
2009 FORD	ELDORADO BUS	1FD3E35SX8DB47856

TERMS AND CONDITIONS

1. CONTRACT ADMINISTRATION

- a. Vehicle Lease Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar (\$1.00) per vehicle.
- b. Contract Term The term of this agreement shall be for the period of time from the begin date identified on the Signature page to the termination date identified on the Signature page and as related to the Service Contract identified on the Signature page.
- c. Term The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement
- d. Compliance with Applicable Laws
 - i. All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
 - ii. This contract shall be governed and interpreted by the laws of the State of Arizona.
 - iii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws and the Contractor shall maintain all applicable license and permit requirements.
 - iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
- e. Notices All notices under this Lease Agreement shall be directed in writing to the persons and addresses specified for such purpose on the Signature page or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
- f. Assignment and Delegation Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO.
- g. Liens Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
- h. Visitation, Inspection Contractor's facilities, vehicles leased in this agreement, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.
- i. Books and Records The Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.
- j. Termination
 - i. Mutual Agreement This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
 - ii. Termination of Service Contract Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.
 - iii. Cancellation for Conflict of Interest Pursuant to A.R.S §38-511 as may be amended, Area Agency may cancel this contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Area Agency is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when

the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this contract as provided in A.R.S §38-511 as may be amended.

- iv. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
- v. Suspension or Debarment Either party may, by written notice, immediately terminate this contract if either party has determined to have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contract shall immediately notify the Area Agency in writing.
- vi. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.
- vii. Termination for Default
 1. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
 3. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
 4. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
 5. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
 6. For designated agencies, termination shall comply with the Older American's Act legislation.

- viii. Continuation of Performance Through Termination Area Agency and the Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
- ix. Termination for Any Reason
 - 1. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
 - 2. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.
- k. Return: Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles as follows
 - i. Vehicles shall be in operating condition per all city, state, federal laws and standards.
 - ii. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.
 - iii. Vehicle may not have body or interior damage without written approval from Area Agency.
 - iv. The condition the vehicles were received in will be considered when determining if the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.
 - v. Contractor shall remove any non-Area Agency signage as may have been adhered to the vehicle with approval from Area Agency.
- l. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)

2. INDEMNIFICATION

- a. Indemnification Public Agency Language Only: To the extent permitted by law, 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'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.
- b. Indemnification Clause: To the extent permitted by law the parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency and/or State as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

3. INSURANCE

- a. Insurance Requirements: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency and State of Arizona, in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- b. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:

- i. Required Agencies

Area Agency on Aging, Region One Incorporated

State of Arizona and Department of Economic Security

Bridgeway Health Solutions

United Health Care

n/a Maricopa County Public Health Department

Mercy Care

n/a Total Transit Enterprises, LLC / Total Transit, Inc. / Veyo, LLC

- ii. The policy shall be endorsed to include the following Additional Insured language: *“The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor”.*

- iii. The 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.

- iv. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.

- v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

- vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.

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

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

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written & Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

1. The policy shall be endorsed to include coverage for sexual abuse and molestation.

2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General

5. The bond or policy shall contain no requirement for arrest and conviction.
 6. The bond or policy shall cover loss outside the premises of the Named Insured.
- d. Notice of Cancellation Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
 - e. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.
 - f. Verification of Coverage
 - i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this 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.
 - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
 - g. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.
 - h. Approval Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
 - i. Exceptions
 - i. In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
 - ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph 5.h. Approval of this section, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.
 1. As provided in paragraph 5.h. Approval of this section, the Area Agency President/CEO shall decide whether such modification may be permitted.

2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this ***Section 5 Insurance***.

4. VEHICLE SERVICES AND OPERATIONS

- a. Services This Vehicle Lease Agreement The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.
- b. Facility(s) Services are limited to the sites as identified in the Service Contract Facility Location page.
- c. Vehicle Operation and Maintenance
 - i. Liabilities
 1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
 2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
 3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
 4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
 5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.
 - ii. Operation Expenses The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
 - iii. Maintenance Contractor is responsible to:
 1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
 2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
 3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
 4. Clean the vehicle regularly.
 5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.
 - iv. Alterations of Vehicle Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.
 - v. Accidents / Damage In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
- d. Personnel Requirements Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:

- i. All equipment operators will have a valid Arizona drivers license, a copy which will be on file with the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Drivers License) is required for equipment operation it will also be required to be on file for inspection.
- ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
- iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.
- e. Evaluation & Monitoring: Area Agency may and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).
- f. Reporting Requirements
 - i. Semi-Annual Maintenance Report Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.
 - ii. Accidents / Damage
 - 1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
 - 2. submit a written report of the incident to the Area Agency within three (3) days; and
 - 3. submit other documentation, reports, evidence as required or requested by Area Agency.

COMMUNICATION PAGE
(not an integral page of the Contract)

date EMAILED TO: esparks@avondale.org
ssteel@avondale.org

2016 RFP
BUDGET NARRATIVE

CONTRACTOR: City of Avondale

In preparation for this budget, all costs and revenues have been fully investigated to best reflect actual program costs and revenues. The City of Avondale, rather than commit the minimally required 10% match, is proposed to match 48% through general fund dollars and in kind revenues as it has historically had a high investment in the success of the program. Utility charges have been determined and reallocated this year as a reflection of the actual use by program, space utilization, as well as water utilization. In order to ensure the livelihood of all staff, the City of Avondale distributes a 3% raise to those that have passed probation and are succeeding in their job. As an ongoing increase to the program budget, this amount has been requested as an additional amount over what was distributed in the last budget cycle from Area Agency on Aging in order to continue program operation and staff livelihood. Included in this budget are equipment transfers for technology, equipment repair and maintenance, vehicle costs, risk management, and vehicle transfers for future replacement of the vehicles utilized for the program. The City of Avondale covers these costs in their portion of the revenue contributions, but they are reflected in the budget to best reflect the costs of the program covered by the City of Avondale.

2016 RFP
SR CENTER BUDGET - STAFFING WORKSHEET

CONTRACTOR: City of Avondale

Position Title	FTE	Current Salary	Rate (per hour)	Planned Increase		Congregate Meals % ALL-OCA-TION	SALARY	% HDM ALL-OCA-TION	SALARY	% MCO ALL-OCA-TION	SALARY	Transportation		Private Pay/CAP		TOTAL %
				% of increase	Proposed Salary							% ALL-OCA-TION	SALARY	% ALL-OCA-TION	SALARY	
Recreation Coordinator	1.00	55,619	\$ 26.74	3%	57,288	25%	14,322	25%	14,322	25%	14,322	25%	14,322		-	100%
Cook	1.00	34,112	\$ 16.40	3%	35,135	40%	14,054	60%	21,081		-		-		-	100%
Cook	1.00	33,051	\$ 15.89	0%	33,051	40%	13,220	60%	19,831		-		-		-	100%
Recreation Specialist	1.00	35,110	\$ 16.88	3%	36,163		-		90%	32,547	10%	3,616		-	-	100%
Recreation Specialist	1.00	35,568	\$ 17.10	3%	36,635	25%	9,159	50%	18,318	25%	9,159		-		-	100%
Senior Center Assistant	1.00	29,182	\$ 14.03	2%	29,620	50%	14,810		-	50%	14,810		-		-	100%
HDM Driver	0.50	13,862	\$ 14.03	3%	14,278		-	50%	7,139		-	50%	7,139		-	100%
HDM Driver	0.50	13,862	\$ 14.03	3%	14,278		-	50%	7,139		-	50%	7,139		-	100%
HDM Driver	0.50	13,862	\$ 14.03	3%	14,278		-	50%	7,139		-	50%	7,139		-	100%
HDM Driver	0.50	13,862	\$ 14.03		13,862		-	50%	6,931		-	50%	6,931		-	100%
HDM Driver	0.50	13,862	\$ 14.03		13,862		-	50%	6,931		-	50%	6,931		-	100%
8.50							298,450				70,837		53,217		-	
							65,565		108,830		70,837		53,217		-	

2016 RFP
SR CENTER BUDGET - BUDGET SUMMARY

CONTRACTOR: City of Avondale

<i>SERVICES:</i>	<i>Congregate Meals</i>	<i>HDM</i>	<i>MCO</i>	<i>Transportation</i>	<i>Sub-Total</i>	<i>Private Pay/CAP</i>	TOTAL
AREA AGENCY	85,272	116,294	48,946	52,738	303,250	-	303,250
PROJECT INCOME	7,778	2,100	-	1,120	10,998	-	10,998
INKIND	9,375	9,375	18,750	-	37,500	-	37,500
NON-FED CASH	54,693	127,610	69,341	68,801	320,445	-	320,445
OTHER FED	-	-	-	-	-	-	-
TOTAL REVENUES	157,118	255,379	137,037	122,659	672,193	-	672,193
PERSONNEL	65,565	108,830	70,837	53,217	298,449	-	298,449
ERE	21,260	33,580	25,790	11,910	92,540	-	92,540
PROF/OUTSIDE SVCS	-	-	1,000	-	1,000	-	1,000
TRAVEL	-	8,262	-	25,912	34,174	-	34,174
SPACE	17,103	14,837	32,210	500	64,650	-	64,650
EQUIPMENT	-	-	-	-	-	-	-
MATERIALS / SPLS	42,185	51,725	2,000	-	95,910	-	95,910
OPERATING SVCS	11,005	38,145	5,200	31,120	85,470	-	85,470
SUBTOTAL EXPENSES	157,118	255,379	137,037	122,659	672,193	-	672,193
INDIRECT	-	-	-	-	-	-	-
% OF INDIRECT	0%	0%	0%	0%	0%	0%	0%
TOTAL EXPENSES	157,118	255,379	137,037	122,659	672,193	-	672,193
PROPOSED UNITS	15,250	15,000	3,000	14,000		600	
UNIT COST	\$ 10.30	\$ 17.03	\$ 45.68	\$ 8.76		\$ -	

	Tickets
	Rides

TOTAL # Meals	30,850		
% by Program	49%	49%	2%

TOTAL HDMs only	15,600		
% by Program	96%		4%



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Hoffman Southwest Corp.

MEETING DATE:

7/18/2016

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 a Cooperative Purchasing Agreement with Hoffman Southwest Corp. d/b/a Professional Pipe Services to provide wastewater collection system cleaning and closed circuit television inspection services for an annual amount not to exceed \$150,000, a maximum aggregate amount not to exceed \$600,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In July 2015, after a competitive procurement process, the City of Mesa entered into contract number 2015163 with Hoffman Southwest Corp. The Mesa contract permits cooperative use by other governmental agencies including the City of Avondale. This Cooperative Purchasing Agreement will allow staff to utilize the cleaning and inspection services provided by the contractor. The contract term is through June 30, 2017 and includes three renewal terms.

DISCUSSION:

In order to properly maintain and extend the life of the city's wastewater collections system, it is imperative to routinely clean the pipelines to remove debris. The city's closed circuit television truck inspects the City's wastewater collection pipes up to 12-inches in diameter. However, the City does not have the equipment or staffing to clean the inspected pipes and has found it most cost effective to contract for these services. Professional Pipe Services will also clean pipes greater than 12 inches currently being inspected under contract with Dibble and Associates. Professional Pipe Services is a registered vendor with the City and has satisfactorily provided service to the City 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:

Wastewater
503-9200-00-6780, R&M Wastewater Collection System
503-9200-00-6791, R&M Sewer Line Maintenance
513-1047-00-8610, City-wide Sewer Improvements

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Hoffman Southwest Corp. d/b/a Professional Pipe Services to provide wastewater collection system cleaning and closed circuit television inspection services for an annual amount not to exceed \$150,000, a maximum aggregate amount not to exceed \$600,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[CPA - HOFFMAN SOUTHWEST](#)

COOPERATIVE PURCHASING AGREEMENT – HOFFMAN SOUTHWEST

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38732>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Genuine Parts Company

MEETING DATE:

7/18/2016

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 Genuine Parts Company to purchase aftermarket automotive parts and services for a maximum aggregate amount not to exceed \$175,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the State of Arizona entered into a contract with Genuine Parts Company to supply aftermarket automotive parts and services through its authorized local dealers. The initial term of the contract is in effect until March 31, 2017 and provides for (4) successive one-year renewal options. The contract contains cooperative use language which extends the use of the contracts to municipalities.

DISCUSSION:

In order to properly maintain city vehicles and equipment, staff must purchase aftermarket automotive parts and services from qualified vendors. Genuine Parts Company is a current registered vendor with Avondale and has satisfactorily supplied the City with products in the past. Staff is seeking authorization to enter into a Cooperative Purchasing Agreement and to renew the agreement subject to the terms and conditions in the agreement.

BUDGET IMPACT:

Staff estimates a maximum of \$35,000 in expenditures for necessary aftermarket automotive parts and services per fiscal year, for a cumulative total over the contract period not to exceed \$175,000, subject to budget approval.

Funding is available in the approved City budget. Expenditures are typically charged to:

606-5200-00-7410, Parts
606-5200-00-7425, Oils and Lubricants
503-9230-00-7410, Parts
501-9122-00-7440, Small Tools and Instruments

RECOMMENDATION:

City staff recommends approval of a Cooperative Purchasing Agreement with Genuine Parts Company to purchase aftermarket automotive parts and services for a maximum aggregate amount not to exceed \$175,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[CPA - Genuine Parts Company](#)

COOPERATIVE PURCHASING AGREEMENT – GENUINE PARTS COMPANY - NAPA

DUE TO ITS SIZE, THIS DOCUMENT
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<http://www.avondale.org/DocumentCenter/View/38730>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Keller Electrical Industries, Inc.

MEETING DATE:

7/18/2016

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 a Cooperative Purchasing Agreement with Keller Electrical Industries, Inc. for submersible pump-motor unit repairs and replacements for an annual aggregate amount not to exceed \$100,000, a maximum aggregate amount not to exceed \$500,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive bid process, the City of Mesa entered into Contract No. 2016079. The initial term of the contract is in effect until March 14, 2017 and provides for (4) one year renewal options. The City of Mesa contract contains cooperative use language which extends the use of the contract to other municipalities.

DISCUSSION:

The city utilizes well pumps and motors at each of the water production facilities and the water reclamation facility which require maintenance and repairs on an annual basis. Staff often outsources preventative and corrective maintenance, as well as emergency repairs. Utilizing an outside vendor for these repairs reduces equipment downtime and allows the equipment to be returned to service quickly without impacting service levels. Keller Electric is a current vendor in good standing with the city, providing necessary services as requested.

BUDGET IMPACT:

Staff estimates a maximum of \$100,000 in expenditures for submersible pump-motor unit repairs and replacements per fiscal year for a cumulative total over the contract period not to exceed \$500,000, subject to budget approval.

Funding is available in the approved City budget. Expenditures are typically charged to:

503-9230-00-6770, R&M Other

501-9122-00-6740, R&M Wells

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Keller Electrical Industries, Inc. for submersible pump-motor unit repairs and replacements for an annual aggregate amount not to exceed \$100,000, a maximum aggregate amount not to exceed \$500,000, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[CPA - Keller Electrical](#)

COOPERATIVE PURCHASING AGREEMENT – KELLER ELECTRICAL INDUSTRIES, INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/38731>



CITY COUNCIL AGENDA

SUBJECT:

Second Amendment to the Office Lease for
University of Medical Sciences Arizona

MEETING DATE:

7/18/2016

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director (623) 333-1411

THROUGH: David Fitzhugh, City Manager

PURPOSE:

To request City Council, adopt an ordinance authorizing the second amendment to the office lease for real property located at 125 S. Avondale Boulevard and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The city owns the property, located at 125 S. Avondale Blvd. that includes a 31,000 SF office building. Currently, four (4) tenants occupy the building, including the corporate headquarters for Phoenix International Raceway, EPS Group, Phoenix West Commercial, and University of Medical Sciences Arizona.

DISCUSSION:

University of Medical Sciences Arizona desires to extend their lease to occupy 3,265 SF for an additional year. The term for the lease will commence on September 1, 2016. The tenant will have the ability to renew the lease for an additional three (3) years.

The tenant intends to utilize the existing office area as they have for the previous three years as an educational facility providing health related doctoral programs focused on improving the quality of life for individuals with physical disabilities.

BUDGET IMPACT:

The new lease rate will increase to \$16.50 per sf., which is reflective of current market rates. The Common Area Maintenance (CAM) fees are included in the lease rate. The annual net effective cash flow for the lease will be approximately \$28,000.

RECOMMENDATION:

Staff recommends City Council authorize the second amendment to the office lease for real property located at 125 S. Avondale Boulevard and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Second Amendment to Office Lease](#)

**SECOND AMENDMENT
TO
OFFICE LEASE
BETWEEN
THE CITY OF AVONDALE
AND
UNIVERSITY OF MEDICAL SCIENCES ARIZONA**

THIS SECOND AMENDMENT TO OFFICE LEASE (this “Second Amendment”) is entered into as of the Effective Date by and between the City of Avondale, an Arizona municipal corporation (“Landlord”), and University of Medical Sciences Arizona, an Arizona nonprofit corporation (“Tenant”). Landlord and Tenant are referred to collectively as the “Parties.” The “Effective Date” shall be the date upon which the last of the Landlord and Tenant execute this First Amendment.

RECITALS

A. Landlord, as successor in interest, and Tenant entered into that certain Office Lease dated February 27, 2013, as amended (collectively, the “Lease”), regarding that certain Premises more particularly described in the Lease. Unless otherwise defined, all capitalized terms shall have the meaning set forth in the Lease.

B. The Parties desire to amend the Lease as set forth in this Second Amendment.

AGREEMENT

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 are hereby acknowledged, the Parties hereby agree to amend the Lease 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 Lease. The Lease is hereby amended as follows:

(a) Paragraph 1.6, “Expiration Date,” is hereby deleted in its entirety and replaced as follows:

“Expiration Date: The last day of the fifty-first (51) full calendar month after the Commencement Date”

(b) Paragraph 1.9, "Base Rent," is hereby deleted in its entirety and replaced as follows:

Lease Year	Annual Base Rent	Monthly Base Rent
1	\$47,342.50	\$3,945.21
2	\$48,975.00	\$4,081.25
3	\$50,607.50	\$4,217.29
4	\$53,872.56	\$4,489.38

4. Memorandum of Lease Acknowledgment. Tenant hereby acknowledges that in accordance with ARIZ. REV. STAT. § 42-6202(C), Landlord will record a memorandum of the Second Amendment in the Maricopa County Recorder's Office.

5. Brokerage. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation of this First Amendment. Tenant shall indemnify, defend and hold Landlord harmless for, from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under Tenant. The foregoing indemnities shall survive the expiration or earlier termination of the Lease.

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

7. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Second Amendment and the Lease, the documents shall govern in the order listed herein.

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

9. Counterparts. This Second 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 FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date set forth under the signatures of the Parties below.

“LANDLORD”

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)

This instrument was acknowledged before me on _____, 2016, by David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3326-716 - Submission of Grant
Application to the ADOH for Home Rehabilitation Program
7/18/2016

MEETING DATE:

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

Staff requests that the City Council adopt a resolution authorizing the resubmission of a grant application to the Arizona Department of Housing for additional funding to the existing City of Avondale Substantial Home Repair Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In April 2015, City Council authorized the 2015-2020 HUD Consolidated Plan, which contained a strategy to preserve the City's existing single-family housing stock in the revitalization areas, much of which is in severely substandard condition, and occupied predominantly by low and moderate income households.

To advance this strategy, the City operates two parallel housing rehabilitation programs to improve living conditions for low and moderate income residents and revitalize these aging neighborhoods.

The Emergency Home Repair Program provides grants to eligible homeowners to eliminate immediate health and safety conditions, such as substandard roofing, non-functioning HVAC systems, leaking plumbing and damaged electrical systems.

The Substantial Home Repair Program provides non-amortizing, forgivable loans to eligible homeowners to comprehensively rehabilitate substandard homes. The scope of rehabilitation includes the immediate health and safety repairs, code violations, as well as replacement of doors/windows, flooring, cabinetry/countertops, stucco and painting.

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

DISCUSSION:

Success in obtaining the \$385,000 grant depends largely upon the City's ability to demonstrate a demand for the program as well as the capacity to successfully administer the program and expend grant funds. The City will demonstrate sufficient demand through the volume of persons that inquire about home repairs through the Neighborhood and Family Service Department (NFSD); an

average of five clients per week inquire, the waiting list for substantial home repairs, and the large quantity of housing in poor condition in the City's Revitalization Areas.

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

BUDGET IMPACT:

The grant does not require any general fund contribution, as HOME funds received from the State do not require matching funds. (This is different from the funds received from the County; those require a 25% match and \$32,200 is included in the FY 2017 budget.) Should the City receive a grant award, all funds will be appropriated in Fund 205.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the submission of a \$385,000 grant application to the Arizona Department of Housing (ADOH) to provide additional funding for the existing City of Avondale Substantial Home Repair Program and approving the program's Housing Rehabilitation policies and procedures.

ATTACHMENTS:

Description

[Resolution 3326-716](#)

RESOLUTION 3326-716

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ARIZONA DEPARTMENT OF HOUSING FOR STATE HOUSING FUNDS AVAILABLE THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM AND THE STATE HOUSING TRUST FUND; AND ADOPTING THE AVONDALE OWNER-OCCUPIED HOME REHABILITATION PROGRAM POLICIES AND PROCEDURES, AMENDED AND RESTATED JULY 18, 2016.

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

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

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

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

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

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

WHEREAS, ADOH procedures require that the City Council certify, by resolution, (i) its approval of submission of the Application in support of the Program, (ii) that the Program meets the City’s housing and community development needs and the requirements of the State Housing Program, (iii) that the City will comply with all State Housing Fund Program Guidelines, HOME Investment Partnership Program regulations, other applicable State and Federal Statutes and regulations and the certifications contained in the Application and (iv) that the City adopts the Avondale Owner-Occupied Home Rehabilitation Program Policies and Procedures, Amended and Restated July 18, 2016, to guide the conduct of the Program.

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

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

SECTION 2. The submission of the Application to ADOH for consideration for funding in support of the Program is hereby approved.

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

SECTION 4. The Avondale Owner-Occupied Home Rehabilitation Program Policies and Procedures, Amended and Restated July 18, 2016, are hereby adopted in substantially the form and substance attached hereto as Exhibit A.

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

SECTION 6. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and cause the execution and submission of all documents and any other necessary or desirable instruments in connection with the Application and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, July 18, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3326-716

[Avondale Owner-Occupied Home Rehabilitation Program
Policies and Procedures, Amended and Restated July 18, 2016
(State Housing Fund)]

See following pages.

**AVONDALE OWNER-OCCUPIED HOME REHABILITATION PROGRAM
POLICIES AND PROCEDURES
AMENDED AND RESTATED JULY 18, 2016
(State Housing Fund)**

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

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

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

4. **Application and Wait List Procedures.** Candidates complete an application and provide income eligibility documentation, proof of ownership and homeowner's insurance. Program staff will visually verify original documents and copies will be obtained for the program file. Income eligibility is determined following the U.S. Department of Housing and Urban Development (HUD) Section 8 guidelines based on household income. Eligible beneficiaries' household income will not exceed 80% of the Area Median Income Limits as determined by HUD. A limited title search will be performed to ensure that the property is free of restrictions or encumbrances that unduly restrict the good and marketable nature of the ownership interest, such as liens and non-owner-occupants named on the deed. A formal wait list of qualified applicants is created and maintained. All eligible applicants will be placed on this list in the order in which their application was received. Each applicant is notified of the need to re-qualify if they remain on the waiting list over six months. Each household on the waiting list is provided 30 days to re-qualify and remain on the waiting list. Program staff will prioritize immediate health and safety hazards and reserves the right to prioritize based on household type (i.e. elderly, disabled, households with children). It is the policy of the City of Avondale to serve all persons regardless of race, color, religion, gender, national origin, age of disability. Persons requiring hearing, visual, mobility, language or other accommodations may contact the City at 623-333-2706, or TDD 623-333-0010 to make special arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

15. **Method of Determining Before and After Rehabilitation Value.** The Rehabilitation Specialist will obtain a property valuation based on one of three methods: 1. estimate of value (i.e. a Broker Price Opinion or other reasonable basis for estimation of value); 2. appraisal documenting the value and appraisal approach used; and 3. tax assessments for comparable properties).

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

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

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

Affordability period for homeowner rehabilitation program:

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

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

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

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

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

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

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



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3328-716 - Intergovernmental Agreement - Maricopa County for Community Action Program

MEETING DATE:

7/18/2016

TO: Mayor and Council**FROM:** Stephanie Small - Neighborhood and Family Services Director, 623.333.2711**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of \$69,913.00 to provide Crisis Case Management and Financial Assistance services as part of the Community Action Program (CAP) during the fiscal year 2016-17 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take the appropriate action.

BACKGROUND:

The Community Action Program began serving residents of Avondale in 1964. Services are provided to the residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for a crisis and thus find themselves having to ask for assistance when the head of the household experiences a lay-off, when an accident causes a disability, or when an elderly parent or newborn joins the family.

DISCUSSION:

The service area stipulated under the contract in addition to Avondale includes Goodyear, Litchfield Park, unincorporated areas north to Glendale Avenue including Litchfield Park, and east/south to Laveen and the unincorporated areas surrounding but not including Tolleson. In March 2013, the Community Action Program relocated to the Care1st Avondale Housing and Resource Center.

Community Action Program services include: information and referral; advocacy; crisis intervention; emergency food box referral; employment search; energy education; and housing, rental, and energy assistance. Staff provides assistance to residents facing personal or economic emergencies, or crises such as loss of home, job, or household income. Each family applying for assistance is offered crisis case management services which provide a structure in which family members receive information and learn skills which assist them in reducing emotional and financial crisis in the future.

BUDGET IMPACT:

The total funding provided by Maricopa County for FY 2016-17 is \$69,913.00. There is 25% in-kind or cash match requirement for this contract. The match requirement for the City of Avondale is met through services provided at the Care1st Avondale Resource Center.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of \$69,913.00 to provide Crisis Case Management and Financial Assistance Services as part of the Community Action Program (CAP) during FY 2016-17.

ATTACHMENTS:**Description**

[Resolution 3328-716](#)

RESOLUTION 3328-716

INTERGOVERNMENTAL AGREEMENT WITH MARICOPAY COUNTY FOR
COMMUNITY ACTION PROGRAM FY 2016-2017

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/38729>



CITY COUNCIL AGENDA

SUBJECT:

Public Works Department Update

MEETING DATE:

7/18/2016

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

The Public Works Department will provide Council information regarding current operations.

BACKGROUND:

The Public Works Department delivers essential public services to the community through valued customer service, effective operations, and sound planning. We strive to be a highly regarded public service provider, and to be recognized as an industry leader by the community and our peers. The Department's programs include Water, Wastewater, Sanitation, Streets and Fleet Services.

DISCUSSION:

The Department is divided into operating divisions which support the primary Departmental programs. The Administration Division oversees daily operations, manages the department budget, optimizes asset management, promotes team building, advances strategic planning, and implements the water and sewer capital improvement program.

The Water Resources and Regulatory Compliance Division tracks all water resource issues, advocates policy and direction, evaluates growth impacts and projects future water demands, promotes water conservation, and operates the Crystal Gardens Water Treatment and McDowell Road Recharge Facilities. In addition they ensure all department operations comply with applicable laws and regulations.

The Water Operations Divisions provides for the production, storage, treatment, and distribution of potable water supplies to approximately 22,000 customers in compliance with applicable regulations, is responsible for all water system repairs and maintenance activities, and ensures meter reading accuracy.

The Wastewater Operations Divisions ensure the effective operation of the wastewater collection systems and the water reclamation facility in compliance with applicable regulations, and with a primary emphasis on the production of reclaimed water for recharge and/or reuse.

The Sanitation Division provides curbside container service, curbside uncontained trash service and recycling services. The division strives to operate an environmentally sound program, encouraging recycling and proper disposal of all waste streams. The inspectors ensure the program is in compliance with all regulations.

The Street Maintenance Division provides safe, reliable, clean streets and right of ways throughout the entire community. The program includes street sweeping, pothole repair, crack sealing and repairs, and all general maintenance designed to extend the life of City streets.

The Fleet Services Division provides preventative maintenance and repairs for the fleet of City-owned vehicles and equipment, manages the City's fuel inventory, develops and maintains the City's vehicle replacement program and provides operational and maintenance cost analysis.

Each Division's activities ensure that the City is able to provide essential public services to the community through valued customer service, effective operations, and sound planning.

BUDGET IMPACT:

None.

RECOMMENDATION:

The Public Works Department will provide Council information regarding current operations. For information purposes only, no action is required.