

**REGULAR MEETING OF THE COMMON COUNCIL  
OF THE CITY OF EL MIRAGE  
EL MIRAGE CITY COUNCIL CHAMBERS  
14010 N. EL MIRAGE ROAD  
6:00 PM - TUESDAY, MARCH 1, 2016**

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

Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

**Agenda**

**I. ROLL CALL**

Mayor Lana Mook  
Councilmember Roy Delgado  
Councilmember Jack Palladino  
Councilmember David Shapera

Vice Mayor Joe Ramirez  
Councilmember Bob Jones  
Councilmember Lynn Selby

**II. CALL TO ORDER**

Pledge of Allegiance  
Moment of Silence  
Silence Cell Phones & Pagers

**III. CALL TO THE PUBLIC**

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

**IV. CONSENT AGENDA**

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, February 16, 2016. (City Clerk)
2. Consideration and action approve Resolution R16-03-05 adopting the 2015 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan. (Fire)
3. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (Fire & Building Safety)

## V. REGULAR AGENDA

- A. Consideration and action to approve a contract between City of El Mirage and American Medical Response to provide ambulance transport. (Fire)
- B. Consideration and action to approve a Memorandum of Understanding (MOU) between City of El Mirage (COEM) and El Mirage Fire Fighters Association (EMFFA). (Fire)
- C. Consideration and action to authorize the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along Varney Road between 129<sup>th</sup> Avenue and 127<sup>th</sup> Avenue in an amount not to exceed \$181,845.00, including contingency. (Development & Community Services)
- D. Public hearing, closure of public hearing, followed by consideration and action to adopt Ordinance O16-03-03 amending City Code Section §154.102 DEFINITION OF TERMS (B) PERSONS and §154.107 MISCELLANEOUS REQUIREMENTS (K) *Noise*. (Police)
- E. Consideration and action to adopt Resolution R16-03-06 adopting the FY 2017-2021 Capital Improvement Plan. (Finance)

## VI. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

1. Luke Air Force Base Award
2. New Employees
3. Larry Dobrosky's Departure
4. Groundbreaking Ceremony for City Hall
5. Easter Event

**VII. MAYOR’S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

**VIII. ADJOURNMENT**

*Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 12145 NW Grand Avenue, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

**AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF MARCH 1, 2016**

I hereby certify that this agenda was posted by 5:00 p.m. on February 26, 2016 at the following locations:

1) the City of El Mirage Exterior Bulletin Board at 12145 N.W. Grand Avenue, and 2) the City of El Mirage website at [www.cityofelmirage.org](http://www.cityofelmirage.org).

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Sharon Antes, City Clerk

**REQUEST FOR COUNCIL ACTION**

<p><b>DATE SUBMITTED:</b> <u>02/22/2016</u></p> <p><b>DATE ACTION REQUESTED:</b> <u>03/01/2016</u></p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT</p>	<p><b>TYPE OF ACTION:</b></p> <p><input type="checkbox"/> RESOLUTION # _____</p> <p><input type="checkbox"/> ORDINANCE # _____</p> <p><input checked="" type="checkbox"/> OTHER: <u>Approval of Minutes</u></p>	<p><b>SUBJECT:</b> Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, February 16, 2016.</p>
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<p><b>TO:</b> Mayor and Council</p>
<p><b>FROM:</b> Sharon Antes, City Clerk <i>Sho</i></p>
<p><b>RECOMMENDATION:</b> Approve minutes from the February 16, 2016 Regular Council meeting.</p>
<p><b>PROPOSED MOTION:</b> I move to approve the minutes of the February 16, 2016 Regular Council Meeting as presented.</p>
<p><b>ATTACHMENTS:</b> Draft Minutes</p>

**DISCUSSION:** Draft minutes are attached for Council's review and approval.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

*Robert Nilles*  
Robert Nilles

2/25/16  
Date

Approved as to Form:

*Robert M. Hall*  
Robert M. Hall

2/23/16  
Date

City Manager:

*Dr. Spencer A. Isom*  
Dr. Spencer A. Isom

2/29/16  
Date

**REGULAR MEETING OF THE COMMON COUNCIL  
OF THE CITY OF EL MIRAGE  
EL MIRAGE CITY COUNCIL CHAMBERS  
14010 N. EL MIRAGE ROAD  
6:00 PM - TUESDAY, FEBRUARY 16, 2016**

**Minutes**

**I. ROLL CALL**

Present: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilmember Roy Delgado, Councilmember Bob Jones, Councilmember Jack Palladino, Councilmember Lynn Selby, Councilmember David Shapera

**II. CALL TO ORDER**

Meeting called to order at 6:00 pm  
Pledge of Allegiance  
Moment of Silence

**III. PRESENTATION**

- PI.** Presentation to Council from Mayor Lana Mook regarding the City of El Mirage 2016 State of the City (Mayor Mook)

Mayor Lana Mook presented the 2016 State of the City. The City continues to improve resident services by improving infrastructure, offering new recreational amenities, and hosting fun family events. During the last decade, El Mirage quadrupled its population to just over 32,000 residents. Sound decisions made by this City Council and City Management regarding the city's financial future have resulted in higher bond ratings and lower taxes. El Mirage has a 1,600-acre site zoned for commercial/industrial where goods may be exempt from U.S. customs, duties and excise taxes. Commercial Development includes Fast & Friendly Carwash, Subway Restaurant, Enterprise Rental Car, the Family Dollar Store, Goodwill Industries and the expansion of Southwest Steel. The value of homes in El Mirage has increased by 10.6%. Future commercial streetscapes will add even more value to the City. Construction of a New City Hall will begin next month. Other facility improvements include Court parking lot with solar array, solar lighting in City parks and Customer Service facility upgrades. Major roadway improvements include realignment of Grand, Thunderbird and Thompson Ranch Roads, adoption of a pavement preservation program, future monument signage, signal and safety improvements at six major intersections and campus maps and way finding signs. Parks and Recreation improvements include Gentry Park, pocket park playground replacement, Gateway Park, Basin Park and the HOA

Park Partnership. Energy conservation and stable quality water include automatic water metering, solar panel projects, waterline replacements, a CDBG Grant to replace the water main on El Mirage Road and partnering with Central Arizona Project for water resources. (The PowerPoint presentation is made a formal part of these permanent minutes and is posted on the City website).

**P2.** Presentation and discussion of public safety retirement systems (PSPRS) including recent proposed legislation (Finance)

Finance Director Robert Nilles presented background on the League committee who studied the PSPRS program and provided an update on recent proposed legislation regarding PSPRS to become effective July 1, 2017 if passed. The legislation addresses current and retired public safety employees separated from newly hired public safety employees as of the effective date incorporating tier benefits for years of service, a compensable wage cap, reduced retirement age, and equal cost sharing. The In-lieu of Social Security Program participants will have an employer-matched Defined Contribution plan to replicate a Social Security like benefit.

Councilor Shapera stated he believed the program would include Judges and some political entities but was informed by Mr. Nilles that the program only included police and fire personnel; judges are funded from other sources.

Dr Isom expressed his appreciation for Mr. Nilles' efforts on the League committee studying the PSPRS issues.

**IV. CALL TO THE PUBLIC**

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

Police Office Jones was asked if he wished to speak during Call to the Public or during the Agenda Item C. discussion – he advised he would wait until the agenda discussion.

**V. CONSENT AGENDA**

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, January 19, 2016. (City Clerk)
2. Consideration and action to approve an Intergovernmental Agreement (IGA) between the city of Surprise and the city of El Mirage for emergency water services. (Public Works)

**Councilor Palladino moved to approve Item 1. on the Consent Agenda as presented; seconded by Councilor Selby. Motion carried unanimously (7/0).**

**Councilor Palladino moved to approve Item 2. on the Consent Agenda as presented ; seconded by Councilor Jones. Motion carried unanimously (7/0).**

## VI. REGULAR AGENDA

- A. Consideration and action to authorize the City Manager to enter into a Construction Manager at Risk (CM@Risk) Construction Phase services agreement with Haydon Building Corp to provide construction phase services for the new El Mirage City Hall (EM15-F01) in an amount not to exceed \$6,600,000. (Development & Community Services)

Development and Community Services Director/City Engineer Jorge Gastelum provided a presentation regarding the CM@Risk for the services agreement with Haydon Building Corp. to provide construction phase services for the new El Mirage City Hall in an amount not to exceed \$6,600,000 with \$264,000 contingency included. Mr. Fritz Behrhorst from Haydon Building Corp. was present. Mr. Gastelum explained the bid process and stated this contract will provide assurances of staying within budget. Ground breaking is scheduled for March 3<sup>rd</sup> and project completion is expected in early 2017.

Councilor Jones asked if the \$6,600,000 included contingency and Mr. Gastelum affirmed that a contingency is included in the total amount.

Councilor Shapera referenced the best value analysis provided for review and expressed the following concerns; 1) replacing concrete with asphalt in a number of areas (he stated a 30-year building should use concrete), 2) including grass in some areas rather than desert landscape (he stated grass causes an ant problem), 3) deleting fiber cable from Police Station to City Hall (he questioned why), 4) deleting shower in City Manager office (he questioned need), 5) eliminating a number of television screens from Council chambers (he believed they should be included), 6) reducing number of security cameras (he believed that none should be deleted). Mr. Gastelum responded that the analysis was a process to control costs and that all items could be re-examined; 1) the asphalt replacement was only in the walkway separating the doggie parks, 2) the grass was planned for the east,

north, and northeast retention basins, 3) fiber cable connection was not deemed a high priority, 4) there would not be a shower in the City Manager's office, 5) there will be sufficient monitors, projectors and screens though there did not seem to be the need for flat screen televisions, and 6) security will remain a high priority but several cameras could be eliminated without sacrificing security.

Dr. Isom pointed out there are pros and cons to the use of grass noting that some grass areas were planned for guest rest areas; he asked for consensus direction from Council on this matter. Councilor Shapera said no to the grass, Mayor Mook stated the landscaper could decide what was most appropriate, and Councilors Delgado and Jones suggested starting with grass and evaluate a possible change in the future; the consensus was to plant grass as planned.

Councilor Delgado asked about what he thought was exposed flooring in the Council Chambers and Mr. Gastelum explained that there was nothing exposed but rather the name of the flooring finish was misleading.

Councilor Selby questioned the downsizing of conduit from 4" to 3" and stated he thought it would be necessary for future growth. IT Director Tom Bacome was asked and responded that 4" was a generous and conservative conduit size and was okay with the proposed downsizing.

Mayor Mook expressed her concern for overall security and her desire that all safety measures to be taken to ensure the security of staff and property. Dr. Isom and Mr. Gastelum confirmed and concurred that safety would remain a top priority.

Mr. Fritz Behrhorst of Haydon Building Corp. was introduced and spoke overall about the project. Councilor Shapera inquired about whether plans were considered for preventing skateboards around the building and Mr. Behrhorst stated this is a priority for all the buildings they construct and they have various methods for controlling this problem.

**Councilor Palladino moved to authorize the City Manager to enter into a Construction Manager at Risk (CM@Risk) Construction Phase services agreement with Haydon Building Corp. to provide construction phase services for the new El Mirage City Hall in an amount not to exceed \$6,600,000; seconded by Councilor Jones. Motion carried unanimously (7/0).**

- B.** Consideration and action to approve Resolution R16-02-03 calling for a Primary and General Election in 2016, designating the election dates and purpose of the elections, designating the deadline for voter registration, designating the election format, and designating the place and first and last date for candidates to file nomination papers. (City Clerk)

City Clerk Sharon Antes reported the resolution is self-explanatory and she would be glad to answer any questions. There were no questions.

**Councilor Palladino moved to approve Resolution R16-02-03 calling for a Primary and General Election in 2016, designating the election dates and purpose of the elections, designating the deadline for voter registration, designating the election format, and designating the place and first and last date for candidates to file nomination papers; seconded by Councilor Jones. Motion carried unanimously (7/0).**

**C. Consideration and action to approve Resolution R16-02-04 adopting a Compensation Plan for fiscal year 2016-17. (Finance)**

Finance Director Robert Nilles stated the proposed resolution was in compliance with requirements of the El Mirage Personnel Policy as part of the budget process and provided a PowerPoint presentation with data provided by Gallagher Benefits Services (formerly Fox Lawson Group). The FY 2016-17 Compensation Plan includes current compensation reviews of comparing midpoint ranges for the cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise and Tolleson and making recommendations regarding the current state of compensation and market competitiveness of specific employee benchmarks. The process was to update current Compensation Plan ranges using study range midpoints and correct range widths with three scenarios - more competitive than 25%, 40% and 50% of the cities listed. The financial impact was factored into the five year Capital Improvement Plan as determined by limited resources, photo radar, and competitiveness. Staff recommended adopting the Resolution and associated Compensation Plan at the 25<sup>th</sup> percentile.

Councilor Delgado asked if the proposal takes into consideration business growth and Mr. Nilles responded it is based off of current activities for revenues plus a growth factor of approximately 1% or 2% for each year and also including state shared revenues, census figures and inflation. Mayor Mook also pointed out there is current pending legislation that could impact the City's revenues such as construction "point of sale" and elimination of tax on rental properties.

Councilor Shapera asked if the plan just covered police and fire personnel or all City staff and was informed by Mr. Nilles that it included all City staff. At the request of Dr. Isom, Mr. Nilles reported on the comparison cities' population and that El Mirage spends more for salaries and benefits than any of the seven cities who have full-time police and fire departments.

Councilor Shapera asked if El Mirage administrative salaries were comparable and was advised by Mr. Nilles that depending on the scenario, some ranges were as far as 20-30% below the 50% market. Dr. Isom stated the study looked at everyone equitably and the 25<sup>th</sup> percentile was being recommended as the most

equitable and affordable plan; approval of the proposed resolution would not reduce any current employee salaries.

Councilor Selby asked about the status of photo radar and was advised by Mayor Mook that there are several aggressive bills currently going through the legislature designed to limit and/or altogether do away with any type of photo radar which, if successful, will have a negative impact on the city's budget process. Proceeds from photo radar have been specifically designated to enhance public safety. Police Chief Terry McDonald stated a primary goal is to have a Police Department of excellence and photo radar is a part of that goal. Councilor Shapera asked if the photo radar systems at Thompson Ranch Road and Dysart Road are slowing down traffic and was advised in the affirmative by Chief McDonald who added that the photo radar is a force multiplier allowing him the ability to put Police Officers in other areas.

Police Officer Doug Jones addressed Council with a prepared statement. He stated the Association's request for Meet and Confer was to determine the City's position and he is concerned about the direction he believes the City is taking. He also stated police officers do not believe in coincidence, they believe in "motive and intent;" and he believes there is "evil intent on the part of management." His prepared statement touched on what he believes to be ignoring meet and confer requirements, interference with health care for officers injured in the line of duty, denying officers release time and use, failing to confer in good faith, retaliating against officers, and attempting to abolish the police department.

When Mayor Mook directed Dr. Isom to respond, Councilor Shapera stated he did not believe it was appropriate for the City Manager to respond since Officer Jones was addressing Council and asked the City Attorney for clarification. City Attorney Mr. Hall responded that Dr. Isom was, in fact, allowed to respond since Officer Jones requested to speak and the Call to the Public states in part "Council members may... (2) direct staff to review or respond to the matter, and/or..."

Prior to Dr. Isom responding, Officer Joshua Jones also spoke on Agenda Item C. reporting he is happy to be in the El Mirage Police Department but concerned because he believes there is a lack of resources to correct some issues.

Dr. Isom responded there have been reports that there is a lot of turnover in the Police Department yet the attrition rate is under 3% and there have been no problems with hiring or keeping police officers; in fact, one officer who recently left requested to come back. The Fire Department is also concluding their MOU for FY 2016-17 and they are comfortable with what is happening. Dr. Isom believes he and Officer Jones are approaching this matter from different perspectives stating he has worked with this Council for the past five years to represent the Council's interest, the community's interests in representing the organization and the City's interest but Officer Jones is the president of an organization whose goal is to obtain more money regardless of the City's

financial position. Dr. Isom stated he has talked to many of the officers and does not feel that a majority of the officers are unhappy. Dr. Isom noted that the City's obligation to all employees is to pay a competitive wage, treat employees fairly and provide reasonable benefits, and he believes these obligations are being met. He stated the City will continue operating the Police Department and continue to work in the best interest of the Police Department. Field training officers are being paid what they should be paid and according to the current MOU.

Councilor Shapera asked Dr. Isom to explain the Step Program. Dr. Isom explained the process stating that step increases are based on the City's ability to pay rather than a guaranteed increase. He believes a Range Program versus the existing Step Program would better serve the police officers because the step increases cannot be guaranteed.

Mayor Mook asked Dr. Isom if it would be fair to say the City of El Mirage will never be able to pay exactly what larger cities with larger departments pay because of the City's limited size, revenues and number of sworn officers to which Dr. Isom answered that in spite of those conditions, the City is paying extremely competitive salaries with the larger cities to police officers.

**Councilor Palladino moved to approve Resolution R16-02-04 adopting a Compensation Plan for fiscal year 2016-17; seconded by Councilor Jones. Motion carried unanimously (7/0).**

## **VII. CITY MANAGER SUMMARY OF CURRENT EVENTS**

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following: the El Mirage Car Show.

Public Relations Manager Amber Wakeman reported The El Mirage Magnificent Motors in the Park special event will be held on Saturday, February 27, 2016 at Gentry Park from 9:00 AM to 1:00 PM. The cost to enter a car is \$10 and every car entered will receive a plaque. There will be awards and the Best of Show car will receive a \$200 Walmart Gift Card and the car club with best attendance will receive \$100 Walmart Gift Card. The city is very pleased to have Walmart as a sponsor.

## **VIII. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilor Jones thanked the Mayor, Vice Mayor and Council for allowing the City Manager to make an agreement with the landscape company Carescape

stating they are making a huge improvement. The landscaping looks the best it has ever looked in the 14 years he has lived here.

Councilor Shapera reported he toured some of the Dysart Unified School District schools and the schools are doing very well. The District wants to work with the City about getting more hot spots for the families to have more internet service. He also agreed the landscaping has improved.

**IX. ADJOURNMENT**

Meeting was adjourned at: 8:38 pm.

\_\_\_\_\_  
Lana Mook, Mayor

ATTESTED:

\_\_\_\_\_  
Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular City Council Minutes for the February 16, 2016 meeting and a quorum was present.

  
\_\_\_\_\_  
Sharon Antes, City Clerk

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>01/12/2016</u>  <b>DATE ACTION REQUESTED:</b> <i>Ewh</i> <u>02/16/2016</u> <u>03/01/2016</u>  <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> RESOLUTION # <u>R16-03-05</u> <input type="checkbox"/> ORDINANCE # _____ <input type="checkbox"/> OTHER: _____	<b>SUBJECT:</b> Consideration and action to approve Resolution R16-03-05 adopting the 2015 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.
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<b>TO:</b> Mayor and Council
<b>FROM:</b> Jim Wise, Fire Chief <i>JW</i>
<b>RECOMMENDATION:</b> To approve Resolution R16-03-05 adopting the 2015 Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan
<b>PROPOSED MOTION:</b> I move to approve Resolution R16-03-05 adopting the Mitigation Plan as presented.
<b>ATTACHMENT:</b> Resolution R16-03-05; the Jurisdictional Summary for the City of El Mirage

**DISCUSSION:** The Fire Department is responsible for public safety, fire suppression activities, emergency medical response, treatment, and emergency management mitigation strategies. The 2015 Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the City of El Mirage with the effect of protecting people and property from loss associated with those hazards. The Plan has been developed after more than one year of review, research, and update-work by the City of EL Mirage, in association and cooperation with the Maricopa County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community and is an update and replacement for the previous Hazard Mitigation Plan for the City of El Mirage.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

*Robert Nilles*  
\_\_\_\_\_  
Robert Nilles

2/25/16  
\_\_\_\_\_  
Date

Approved as to form:

*Robert M. Hall*  
\_\_\_\_\_  
Robert M. Hall, City Attorney

2/23/16  
\_\_\_\_\_  
Date

City Manager:

*Dr. Spencer A. Isom*  
\_\_\_\_\_  
Dr. Spencer A. Isom

2/25/16  
\_\_\_\_\_  
Date

**RESOLUTION R16-03-05**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA APPROVING AND ADOPTING THE MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**WHEREAS**, the City of El Mirage has historically experienced damage from natural hazards such as flooding, wildfire, drought, severe winds, and others on many occasions in the past century, resulting in loss of property and/or life, economic hardship, and threats to public health and safety; and

**WHEREAS**, the 2015 Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan (the Plan) has been developed after more than one year of review, research and update work by the City of El Mirage in association and cooperation with the Maricopa County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community; and

**WHEREAS**, the Plan specifically addresses natural hazard vulnerabilities, mitigation strategies and plan maintenance procedures for the City of El Mirage; and

**WHEREAS**, the Plan is an update and replacement for the previous hazard mitigation plan for the City of El Mirage; and

**WHEREAS**, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the City of El Mirage, with the effect of protecting people and property from loss associated with those hazards;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of El Mirage, Arizona, as follows;

**Section 1.** The Maricopa County Multi-Jurisdictional Hazard Mitigation Plan hereby attached as Exhibit A and incorporated by reference, is approved and adopted as the City of El Mirage Hazard Mitigation Plan.

**APPROVED AND ADOPTED** this 1<sup>st</sup> day of March, 2016.

\_\_\_\_\_  
Lana Mook, Mayor

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Sharon Antes, City Clerk

\_\_\_\_\_  
Robert M. Hall, City Attorney



**JURISDICTIONAL SUMMARY**

**FOR THE**

**CITY OF EL MIRAGE**

**MARICOPA COUNTY**  
**MULTI-JURISDICTIONAL**  
**HAZARD MITIGATION PLAN**  
**2015**

## ***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

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

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

In response, the Maricopa County Department of Emergency Management (MCDEM) secured a federal planning grant and hired JE Fuller/ Hydrology & Geomorphology, Inc. to assist the County and participating jurisdictions with the update process. MCDEM reconvened a multi-jurisdictional planning team (MJPT) comprised of veteran and first-time representatives from each participating jurisdiction, and other various county, state, and federal departments and organizations such as the National Weather Service and Arizona Public Service. The MJPT met monthly beginning in November 2014 and finishing in April 2015. Subsequent “catch up” meetings were conducted through June 2015 to assist several communities with finalizing assignments and the first draft of the updated 2015 Plan was issued in July 2015. The meetings and MJPT worked in a collaborative effort to review, evaluate, and update the 2009 Plan keeping the single, consolidated multi-jurisdictional plan format and approach. The accompanying 2009 Tribal Annexes for each of the two participating Indian Tribes, were eliminated and the pertinent data from each annex was updated and incorporated into the main body of the 2015 Plan. The 2015 Plan will continue to guide the County, tribes and participating local jurisdictions toward greater disaster resistance in full harmony with the character and needs of the community and region.

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

The overall purpose of DMA 2000 was to establish a national program for pre-disaster mitigation, streamline administration of disaster relief at both the federal and state levels, and control federal costs of disaster assistance. Congress envisioned that implementation of these new requirements would result in the following key benefits:

- Reduction of loss of life and property, human suffering, economic disruption, and disaster costs.
- Prioritization of hazard mitigation planning at the local level, with an increased emphasis placed on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring that critical services/facilities survive a disaster.
- Establishment of economic incentives, awareness and education via federal support to state, tribal, and local governments that will result in forming community-based partnerships, implementing effective hazard mitigation measures, leveraging additional non-Federal resources, and establishing commitments to long-term hazard mitigation efforts.

## ***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

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In general, the DMA 2000 legislation requires all local, county, and tribal governments to develop a hazard mitigation plan for their respective communities in order to be eligible to receive certain federal non-emergency mitigation funds including Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation Program (PDM). FEMA's Flood Mitigation Assistance Program (FMA) planning requirements are also satisfied by this plan as long as flooding is addressed.

In satisfying the regulatory requirements of DMA 2000, the primary purpose of this plan is to identify natural hazards that impact El Mirage, assess the vulnerability and risk posed by those hazards to community-wide human and structural assets, develop strategies for mitigation of those identified hazards, present future maintenance procedures for the plan, and document the planning process. The Plan is divided into the following eight primary sections:

- Section 1 – Local Plan Adoption and FEMA Approval
- Section 2 – Introduction
- Section 3 – Planning Process
- Section 4 – Community Description
- Section 5 – Risk Assessment
- Section 6 – Mitigation Strategy
- Section 7 – Plan Maintenance Procedures
- Section 8 – Plan Tools

The planning process used to review and update the 2009 Plan included the organization and use of two planning team levels. The first was a Multi-Jurisdictional Planning Team (MJPT) that was comprised of one or more representatives from each participating jurisdiction. The second was the Local Planning Team (LPT) that was comprised of various staff and officials from the specific jurisdiction.

The role of the MJPT was to work with the planning consultant to perform the coordination, research, and planning element activities required to update the 2009 Plan. Attendance by each participating jurisdiction was required for every MJPT meeting as the meetings were structured to progress through the plan update process in a methodical, stepwise manner. Steps and procedures for updating the 2009 Plans were presented and discussed at each MJPT meeting, and homework assignments were normally given. Each meeting built on information discussed and homework assigned at the previous meeting. The MJPT representatives also had the responsibility of liaison to the LPT, and were tasked with the following:

- Conveying information and homework received at the MJPT meetings to the LPT
- Ensuring that all requested homework was completed fully and returned on a timely basis.
- Arranging for review and official adoption of the Plan.

The function and role of the LPT was to:

- Provide support and data
- Assist the MJPT representative in completing each homework assignment
- Make planning decisions regarding plan update components
- Review the Plan draft documents

The MJPT met five times from September 2014 to January 2015, with LPT meetings convened in between as needed to complete the homework and review/update tasks assigned.

The following are the contact details for the Plan primary point of contact for the City of El Mirage:

Jim Wise  
Fire Chief  
Fire Department  
13601 N. El Mirage Rd.  
El Mirage, AZ 85335  
Work: 623.251.3509  
Email: [jwise@cityofelmirage.org](mailto:jwise@cityofelmirage.org)

## ***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

For information purposes, the following summarizes contact details for the Plan primary point of contact for Maricopa County:

Andrew Brady  
Emergency Services Planner  
Maricopa County Department of Emergency Management  
5636 E. McDowell Rd.  
Phoenix, AZ 85008  
Work: 602.273.1411  
Fax: 602.275.1638  
Email: andrewbrady@mail.maricopa.gov

The following table summarizes the LPT for El Mirage and roles of each person. The promulgation authorities are listed at the end of the table.

<b>Name</b>	<b>Department / Division / Branch</b>	<b>Title</b>	<b>Planning Team Role / Description of Duties</b>
Juan Rodriguez	Fire	Battalion Chief	EOC Operations
Rod Wettlin	Courts	Director/Supervisor	Courts Director
Sandy King	Human Resources	HR Director	Policies
Larry Dombrowsky	Public Works Director	Deputy City Manager	Policies, public works, heavy equipment, and logistics
Tom Bancome	Information Technologies	IT Director	IT infrastructure
Robert Nilles	Finance	Finance Director	Finances
<b><i>PROMULGATION AUTHORITY</i></b>			
Lana Mook	City Council	Mayor	Plan Promulgation
Joe Ramirez	City Council	Vice Mayor	Plan Promulgation
Roy Delgado	City Council	Council Member	Plan Promulgation
Bob Jones	City Council	Council Member	Plan Promulgation
Jack Palladino	City Council	Council Member	Plan Promulgation
Lynn Selby	City Council	Council Member	Plan Promulgation
David Shapera	City Council	Council Member	Plan Promulgation

One of the key elements to the hazard mitigation planning process is the risk assessment. In performing a risk assessment, a community determines “what” can occur, “when” (how often) it is likely to occur, and “how bad” the effects could be. According to DMA 2000, the primary components of a risk assessment that answer the above questions are generally categorized into the following measures:

- Identify Hazards**
- Profile Hazard Events**
- Assess Vulnerability to Hazards**

The risk assessment for El Mirage utilized information developed by the LPT and Countywide hazard profile data. The vulnerability analysis results reported in the Plan reflect vulnerability at the community level as well as on a County-wide basis.

Following the lead of the State of Arizona, only natural hazards were considered for this update. The list of hazards in the 2009 Plan and the State Plan 2013<sup>1</sup> were reviewed and compared in an initial screening that used a systematic process that considered relevance, historical significance and experience, and catastrophic

<sup>1</sup> State of Arizona, Division of Emergency Management, 2013, *State of Arizona Multi-Hazard Mitigation Plan*.

## CITY OF EL MIRAGE JURISDICTIONAL SUMMARY

potential. The result was a list of hazards that are most relevant to Maricopa County. The El Mirage LPT further reviewed the list to reflect only those hazards that have the most impact on El Mirage. The following table summarizes the Countywide list of hazards. The hazards selected for mitigation by El Mirage are shown in bold type.

Natural Hazard List for the Plan and El Mirage	
<ul style="list-style-type: none"> <li>• <b>Dam Inundation</b></li> <li>• <b>Drought</b></li> <li>• <b>Extreme Heat</b></li> <li>• <b>Fissure</b></li> <li>• <b>Flooding/Flash Flooding</b></li> </ul>	<ul style="list-style-type: none"> <li>• Levee Failure</li> <li>• <b>Severe Wind</b></li> <li>• <b>Subsidence</b></li> <li>• Wildfire</li> </ul>

Profiles were developed for each of the hazards by researching and mapping historical hazard events, obtaining other hazard mapping, analysis, and studies. In addition, Arizona used the Calculated Priority Risk Index (CPRI) for estimating.<sup>2</sup> Hazard profile maps for Dam Inundation (Emergency Spillway and Dam Failure), Fissure, Flooding/Flash Flooding, Levee Failure, Subsidence, and Wildfire were developed. Maps specific to El Mirage are provided following the text of this summary.

A vulnerability analysis was performed to assess and evaluate the City’s population and critical facility exposure risk to the identified hazards. The risk was tabulated in terms of exposure loss estimates and human population exposure. Critical facilities were individually identified by the MJPT and LPT and supplemental residential facility information was obtained from FEMA’s HAZUS program. It is estimated that there are at least \$285.5 million dollars<sup>3</sup> worth of critical and non-critical facilities within El Mirage. Replacement value for residential buildings within El Mirage are estimated to total over \$1.8 billion. The 2014 City population estimate is 32,857. The following table summarizes the general results of the vulnerability analysis for each of the top hazards in the City.

Hazard	Exposure Estimates <sup>a</sup>		
	Critical Facilities	Residential	Population <sup>b</sup>
Dam Failure (High Hazard)	\$0	\$0	0
Drought	(None estimated)		32,857
Extreme Heat	(None estimated)		32,857
Fissure (High Hazard)	\$0	\$0	0
Flooding (High Hazard)	\$47.5 million	\$41.9 million	986
Levee Failure (High Hazard)	\$0	\$0	0
Severe Wind	(None estimated)		32,857
Subsidence	\$285.5 million	\$1.8 billion	32,857
Wildfire (High Hazard)	\$20.0 million	\$4.5 million	100
<sup>a</sup> – These numbers represent estimates of exposure that may result assuming all delineated hazard areas are impacted at the same time. Actual event losses may not impact the entire area during a single event.			
<sup>b</sup> – These numbers represent the total human population potentially exposed to the hazard.			

<sup>2</sup> The CPRI is explained in detail in the Section 5.2.3 of the main Plan

<sup>3</sup> This estimate is likely to be inexact as there were many assets that the community was unable to obtain detailed replacement estimates for the Plan development schedule.

## ***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

The MJPT and El Mirage LPT developed a strategy for mitigating the hazard risks identified within the City. The mitigation strategy provides the “*what, when, and how*” of actions that will reduce or possibly remove the City’s exposure to hazard risks, and is generally categorized into the following components:

- Goals and Objectives**
- Capability Assessment**
- Mitigation Actions/Projects**
- Implementation Strategy**

The MJPT reviewed and discussed the 2009 Plan goals and objectives and compared them to the 2013 State Plan. The result of the discussions resulted in establishing one goal and four clear objectives as follows:

- **GOAL:** Reduce or eliminate the risk to people and property from natural hazards.
  - ◆ **Objective 1:** Reduce or eliminate risks that threaten life and property in the incorporated, unincorporated, and Tribal jurisdictions within Maricopa County.
  - ◆ **Objective 2:** Reduce risk to critical facilities and infrastructure from natural hazards.
  - ◆ **Objective 3:** Promote hazard mitigation throughout the incorporated, unincorporated, and Tribal jurisdictions within Maricopa County.
  - ◆ **Objective 4:** Increase public awareness of hazards and risks that threaten the incorporated, unincorporated, and Tribal jurisdictions within Maricopa County.

This goal and four objectives will be used by all participating jurisdictions in the Plan.

The El Mirage LPT reviewed and updated the community’s capability assessment regarding legal, regulatory, technical/staff, and financial resources. The following tables summarize the results:

<b>Legal and regulatory capabilities for El Mirage</b>		
<b>Regulatory Tools for Hazard Mitigation</b>	<b>Description</b>	<b>Responsible Department/Agency</b>
CODES	<ul style="list-style-type: none"> <li>• El Mirage City Code</li> <li>• 2006 International Building Code</li> <li>• 2006 International Fire Code</li> <li>• 2005 National Electric Code</li> <li>• 1997 Dangerous Building Code</li> <li>• 2006 International Fuel Gas Code</li> <li>• 2006 International Energy Conservation Code</li> <li>• 1997 Uniform Administrative Code</li> </ul>	<ul style="list-style-type: none"> <li>• City Clerk</li> <li>• Building Department</li> <li>• Fire Department</li> <li>• City Clerk</li> </ul>

***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

<b>Legal and regulatory capabilities for El Mirage</b>		
<b>Regulatory Tools for Hazard Mitigation</b>	<b>Description</b>	<b>Responsible Department/Agency</b>
<b>ORDINANCES</b>	<ul style="list-style-type: none"> <li>• Chapter 19 - Off Site Construction</li> <li>• Chapter 30.28 - Emergency Purchases</li> <li>• Chapter 30.65-30.70 - Civil Preparedness and Disaster</li> <li>• Chapter 33 - City Court</li> <li>• Chapter 34 - Police and Fire Department</li> <li>• Chapter 50 - Water Supply System</li> <li>• Chapter 51 - Sewers</li> <li>• Chapter 52 - Sanitation</li> <li>• Chapter 53 - Storm Water Quality Protection</li> <li>• Chapter 90 - Nuisance and Neighborhood Preservation</li> <li>• Chapter 94 - Air Pollution Regulations; Dust Control</li> <li>• Chapter 96 - International Fire Code and Alarm Systems</li> <li>• Chapter 150 - Building Code – 2006; International Plumbing Code – 2006; National Electrical Code – 2005; International Mechanical Code – 2006; Dangerous Building Code – 1997; Mobile and Manufactured Housing Standards; International Energy Conservation Code – 2006; International Fuel Gas Code – 2006; Uniform Administrative Code- 1997.</li> <li>• Chapter 153 - Floodplain Management</li> <li>• Chapter 154 - Zoning Code                             <ul style="list-style-type: none"> <li>• Section 21-5-13 Floodway overlay</li> <li>• Section 21-5-14 Floodplain overlay</li> <li>• Section 21-5-15 Airfield Impact overlay</li> </ul> </li> <li>• Chapter 155 - Subdivisions</li> </ul>	<ul style="list-style-type: none"> <li>• Engineering</li> <li>• Finance</li> <li>• City Manager</li> <li>• Municipal Judge</li> <li>• Police Department</li> <li>• Public Works</li> <li>• Code Compliance</li> <li>• Fire Department</li> </ul>
<b>PLANS, MANUALS, and/or GUIDELINES</b>	<ul style="list-style-type: none"> <li>• 2003 General Plan</li> <li>• 2008 Emergency Action Plan for El Mirage Employees</li> <li>• El Mirage Emergency Operations Plan</li> <li>• Engineering General Notes &amp; Guidelines</li> <li>• Maricopa Association of Governments (MAG) Standards</li> <li>• District Flood Control Standard</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Department</li> <li>• Human Resources</li> <li>• Fire Department</li> <li>• Engineering</li> <li>• Maricopa Association of Governments</li> <li>• Maricopa County Flood Control</li> </ul>
<b>STUDIES</b>	<ul style="list-style-type: none"> <li>• Flood Insurance Study by Flood Control District of Maricopa County</li> <li>• Floodplain Study by Flood Control District of Maricopa County</li> <li>• Dam Safety Study by Flood Control District of Maricopa County</li> </ul>	<ul style="list-style-type: none"> <li>• Maricopa County</li> </ul>

## ***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

<b>Technical staff and personnel capabilities for El Mirage</b>		
<b>Staff/Personnel Resources</b>	<input checked="" type="checkbox"/>	<b>Department/Agency - Position</b>
Planner(s) or engineer(s) with knowledge of land development and land management practices	<input checked="" type="checkbox"/>	Community Development Director, City Engineer, City Planner
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	<input checked="" type="checkbox"/>	City Engineer, Engineering Technicians, Building Official
Planner(s) or engineer(s) with an understanding of natural and/or human-caused hazards	<input checked="" type="checkbox"/>	City Engineer, Building Official, Fire Chief
Floodplain Manager	<input checked="" type="checkbox"/>	City Engineer
Surveyors	<input checked="" type="checkbox"/>	City Engineering & Public Works staff
Staff with education or expertise to assess the community's vulnerability to hazards	<input checked="" type="checkbox"/>	City Engineer, Building Official, Fire Chief,
Personnel skilled in GIS and/or HAZUS	<input checked="" type="checkbox"/>	City GIS Technician, Information Technology Director
Scientists familiar with the hazards of the community		
Emergency manager	<input checked="" type="checkbox"/>	Fire Chief, Police Chief
Grant writer(s)	<input checked="" type="checkbox"/>	City Grants Coordinator
Others		

<b>Fiscal capabilities for El Mirage</b>		
<b>Financial Resources</b>	<b>Accessible or Eligible to Use (Yes, No, Don't Know)</b>	<b>Comments</b>
Community Development Block Grants	Yes	
Capital Improvements Project funding	Yes	
Authority to levy taxes for specific purposes	Yes	
Fees for water, sewer, gas, or electric service	Yes	
Impact fees for homebuyers or new developments/homes	Yes	
Incur debt through general obligation bonds	Yes	
Incur debt through special tax bonds	Yes	
Other		

Using the vulnerability analysis, capability assessment, and goals and objectives, the El Mirage LPT then developed an updated list of mitigation actions/projects with an implementation strategy clearly defined. Each action/project was evaluated and prioritized based on: 1) Direct Impact on Life and/or Property; 2) Long-Term Solution; and 3) Benefit vs. Cost. The table on the following page summarizes the updated mitigation action/project list for El Mirage.

***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

<b>Mitigation actions and projects and implementation strategy for El Mirage</b>									
<b>Mitigation Action/Project</b>					<b>Implementation Strategy</b>				
<b>ID No.</b>	<b>Description</b>	<b>Hazard(s) Mitigated</b>	<b>Community Assets Mitigated (Ex/New)</b>	<b>Estimated Cost</b>	<b>Priority Ranking</b>	<b>Planning Mechanism(s) for Implementation</b>	<b>Anticipated Completion Date</b>	<b>Primary Agency / Job Title Responsible for Implementation</b>	<b>Funding Source(s)</b>
1	Review building permits for compliance with Floodplain Ordinance and NFIP regulations.	Flood	Both	Staff Time	High	Permit Review	Ongoing	City of El Mirage FBLs, Building Official	General Fund
2	Review zoning ordinances prohibiting new development in 100-year floodplain on an annual basis.	Flood	Both	Staff Time	High	None	Ongoing	Planning & Zoning / Director	General Fund
3	Take active role in multi-agency plan and actions for flood mitigation (pro-active).	Flood	Both	Staff Time	High	MCMJHMP	Ongoing	Engineering/Fire/Public Works / Dept heads	General Fund
4	Develop plan to design and install man-made flood protection devices where needed.	Flood	Both	Staff Time/UNK	High	None	Ongoing	City of El Mirage City Engineering/Fire/Public Works / Dept heads	General Fund/UNK
5	Construct flood control measures as a part of the El Mirage Road project to mitigate flooding by the El Mirage Wash. El Mirage Road project will elevate the roadway section by the Lower El Mirage Wash area to mitigate flooding.	Flood	Both	Staff Time	Medium	El Mirage Road project	Undetermined at this point	Engineering / City Engineer	HURF, general fund
6	Recharge groundwater with CAP water to ensure the community water supply in the event of a drought.	Drought	Both	\$100,000	Medium	City of El Mirage has a CAP subcontract and recharges CAP water.	On-going	Public Works / Director	General fund

**CITY OF EL MIRAGE JURISDICTIONAL SUMMARY**

Mitigation actions and projects and implementation strategy for El Mirage									
Mitigation Action/Project					Implementation Strategy				
ID No.	Description	Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
7	Review annually and update as needed, existing building codes to manage new and existing construction practices and provide mitigation for Drought, Flood, and Severe Wind.	Drought, Flood, Severe Wind	New	Staff Time	High	Permitting and Plan Review	Annually	FBLS / City Building Official	General Fund
8	<i>Participate in multi-agency coordination efforts to ensure cooperative plans.</i>	<i>Multi-Hazard</i>	<i>Both</i>	<i>Staff Time</i>	<i>Medium</i>	<i>Through continuing auto and mutual aids agreements.</i>	<i>Ongoing</i>	<i>Fire Department / Fire Chief</i>	<i>General fund</i>
9	<i>Train First Responders and other select city staff in hazard materials mitigation.</i>	<i>HAZMAT</i>	<i>Existing</i>	<i>Staff Time plus Training Cost</i>	<i>Medium</i>	<i>NIMS certification</i>	<i>Ongoing</i>	<i>Fire department/depart ment heads</i>	<i>General fund</i>
10	Coordinate efforts with other local agencies that include but are not limited to: Luke AFB, Dysart School District, FCDMC and others, to I.D. problem areas and plans for mitigation	Multi hazard	Both	Staff Time	LOW	None	Ongoing	Fire Department / Fire Chief	General fund
11	Maintain collaboration efforts and interconnected water system with other water purveyors to ensure the community water supply in the event of a drought.	Drought	Both	Staff Time	HIGH	The City of El Mirage has interconnects with the City of Surprise as well as working with EPCOR to add an additional one.	Ongoing	Public Works / Director	General fund
12	Continue to implement a conservation education program to ensure the community water supply in the event of a drought.	Drought	Both	Staff Time	Medium	Automated Water Meter Program	Ongoing	Public Works / Director	General fund, utility payments

***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

<b>Mitigation actions and projects and implementation strategy for El Mirage</b>									
<b>Mitigation Action/Project</b>					<b>Implementation Strategy</b>				
<b>ID No.</b>	<b>Description</b>	<b>Hazard(s) Mitigated</b>	<b>Community Assets Mitigated (Ex/New)</b>	<b>Estimated Cost</b>	<b>Priority Ranking</b>	<b>Planning Mechanism(s) for Implementation</b>	<b>Anticipated Completion Date</b>	<b>Primary Agency / Job Title Responsible for Implementation</b>	<b>Funding Source(s)</b>
13	Educate the public on suspected and imminent wind shear dangers from micro burst and other natural wind threats through website notices and social media alerts.	Severe Wind	Both	Staff Time	Low	None	Annually During Monsoon Season	Homeland Security / Safety and Emergency Management Officer	General Fund
14	Educate the public on actions and resources to protect residents that do not have adequate ways to cool their homes in the event of an Extreme Heat Event through website notices and other social media alerts	Extreme Heat	Existing	Staff Time	High	Anticipate the event and advise community through social media and other , means	Seasonally and as needed.	City of El Mirage/Fire/PD	General Fund
15	Provide cool potable water to citizens during extreme heat waves. Dissemination of public information regarding hydration station and resource locations will be provided via website notices and social media	Extreme heat	Existing	\$2,000	Medium	None	Seasonally and as needed.	City of El Mirage Fire / Fire Chief	Fire Dept Budget
16	Provide citizens with warnings and escape routes from severe flooding or expected flooding.	Dam Failure	Existing	Staff time	Low	McMicken Dam EAP, Waddell Dam EAP	When necessary	City of El Mirage Fire/ PD and Public Works.	General fund
17	Participate/Conduct occasional table top exercises to identify potential mitigation measures for increasing response effectiveness, such as evacuation route marking and permanent protection measures for intended shelters.	Dam Failure	Both	Staff time	Low	McMicken Dam EAP, Waddell Dam EAP	At least once over the next five years	City of El Mirage Fire/ PD and Public Works / Dept heads	General Fund
18	Coordinate with state and federal agencies (USGS, AZGS, ADWR, etc.) to study and map fissure and subsidence activity in critical or key areas of the city so that effective mitigation or avoidance strategies can be implemented.	Fissure, Subsidence	Both	Staff Time	Low	ADWR INSAR Program, AZGS Fissure Mapping Program	At least once over the next five years	City of El Mirage Fire/ PD and Public Works / Dept heads	General Fund

***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

<b>Mitigation actions and projects and implementation strategy for El Mirage</b>									
<b>Mitigation Action/Project</b>					<b>Implementation Strategy</b>				
<b>ID No.</b>	<b>Description</b>	<b>Hazard(s) Mitigated</b>	<b>Community Assets Mitigated (Ex/New)</b>	<b>Estimated Cost</b>	<b>Priority Ranking</b>	<b>Planning Mechanism(s) for Implementation</b>	<b>Anticipated Completion Date</b>	<b>Primary Agency / Job Title Responsible for Implementation</b>	<b>Funding Source(s)</b>
19	Provide links to the Arizona Department of Water Resources subsidence website and the Arizona Geologic Survey website as a part of a public campaign to raise awareness to the hazards and locations of active fissure and subsidence locations within the city.	Fissure, Subsidence	Both	Staff Time	Low	None	FY2016	City of El Mirage Fire / Fire Chief	General Fund
20	Annually coordinate with Federal, State and local dam owners to update any changes in dam safety conditions on emergency action plan information.	Dam Failure	Both	Staff Time	Low	McMicken Dam EAP, Waddell Dam EAP	On-going	City of El Mirage Fire / Fire Chief and Public Works / Director	General Fund
21	Work with state and Federal agencies to provide disclosure information to all potential buyers of real estate that are located within the dam failure or emergency spillway inundation limits of an upstream dam or dams	Dam Failure	Both	Staff Time	Low	City of El Mirage and community development	On-Going	City of El Mirage Fire / Fire Chief and Community Development / Director	General Fund

## ***CITY OF EL MIRAGE JURISDICTIONAL SUMMARY***

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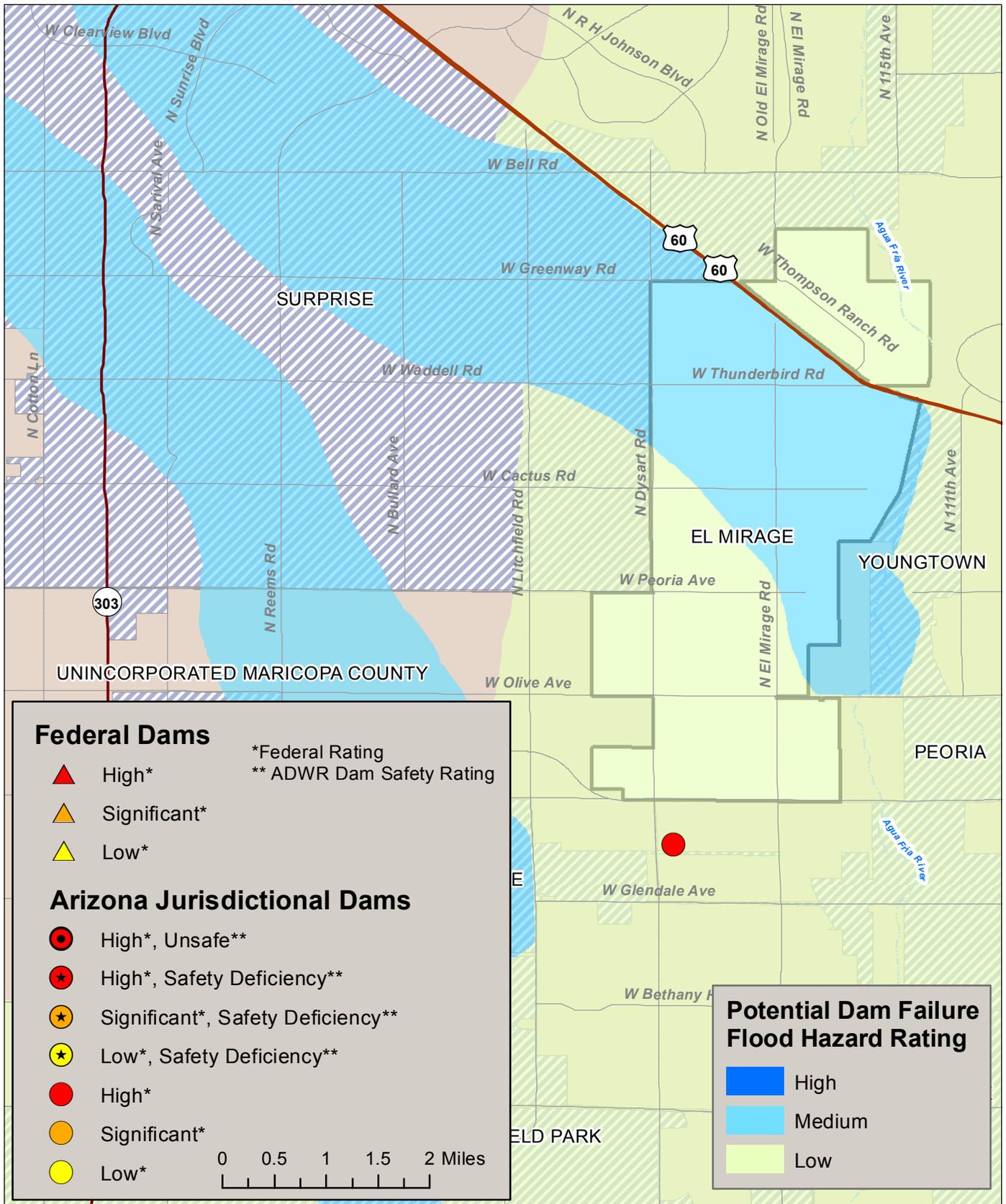
As a final step in the planning process, plan maintenance procedures were developed by the MJPT to establish guidelines for maintaining, reviewing, and updating the Plan over the next five (5) years. The MJPT reviewed the current DMA 2000 rules and October 2011 FEMA guidance document and discussed a strategy for performing the required monitoring and evaluation of the Plan over the next 5-year cycle. The MJPT has established the following monitoring and evaluation procedures:

- **Schedule** – The Plan shall be reviewed on at least an annual basis. MCDEM will take the lead to send out an email request to each jurisdiction via the MJPT on or around the month of May.
- **Review Content** – Within the email request distributed by MCDEM, each of the jurisdictions will be requested to provide responses to the following questions:
  - **Hazard Identification:** *Have the risks and hazards changed?*
  - **Goals and Objectives:** *Are the goals and objectives still able to address current and expected conditions?*
  - **Mitigation Projects and Actions:** *For each mitigation action/project summarized in Section 6.3.2:*
    - *Has there been activity on the project – Yes or No?*
    - *If Yes, briefly describe what has been done and the current status of the action/project.*
- **Documentation** – Each jurisdiction will review and evaluate the Plan as it relates to their community and document responses to the above questions in the form of an email. MCDEM will archive email responses in a digital format and store with the Plan for incorporation during the next Plan update. Any hard copies will be included in Appendix E.

A formal presentation of the review material will be presented to a jurisdiction's council or board only if a major update to the Plan is proposed prior to the next five year update.

At the five year update, the following actions will be taken:

- ✓ One year prior to the plan expiration date, the MJPT will re-convene to review and assess the materials accumulated in Appendix E of the Plan.
- ✓ The MJPT will update and/or revise the appropriate or affected portions of the plan and produce a revised plan document.
- ✓ The revised plan document will be presented before the respective councils and boards for an official concurrence/adoption of the changes.
- ✓ The revised plan will be submitted to ADEM and FEMA for review, comment and approval.



**Legend**

— Arterial Road  
 - - - Major Streams

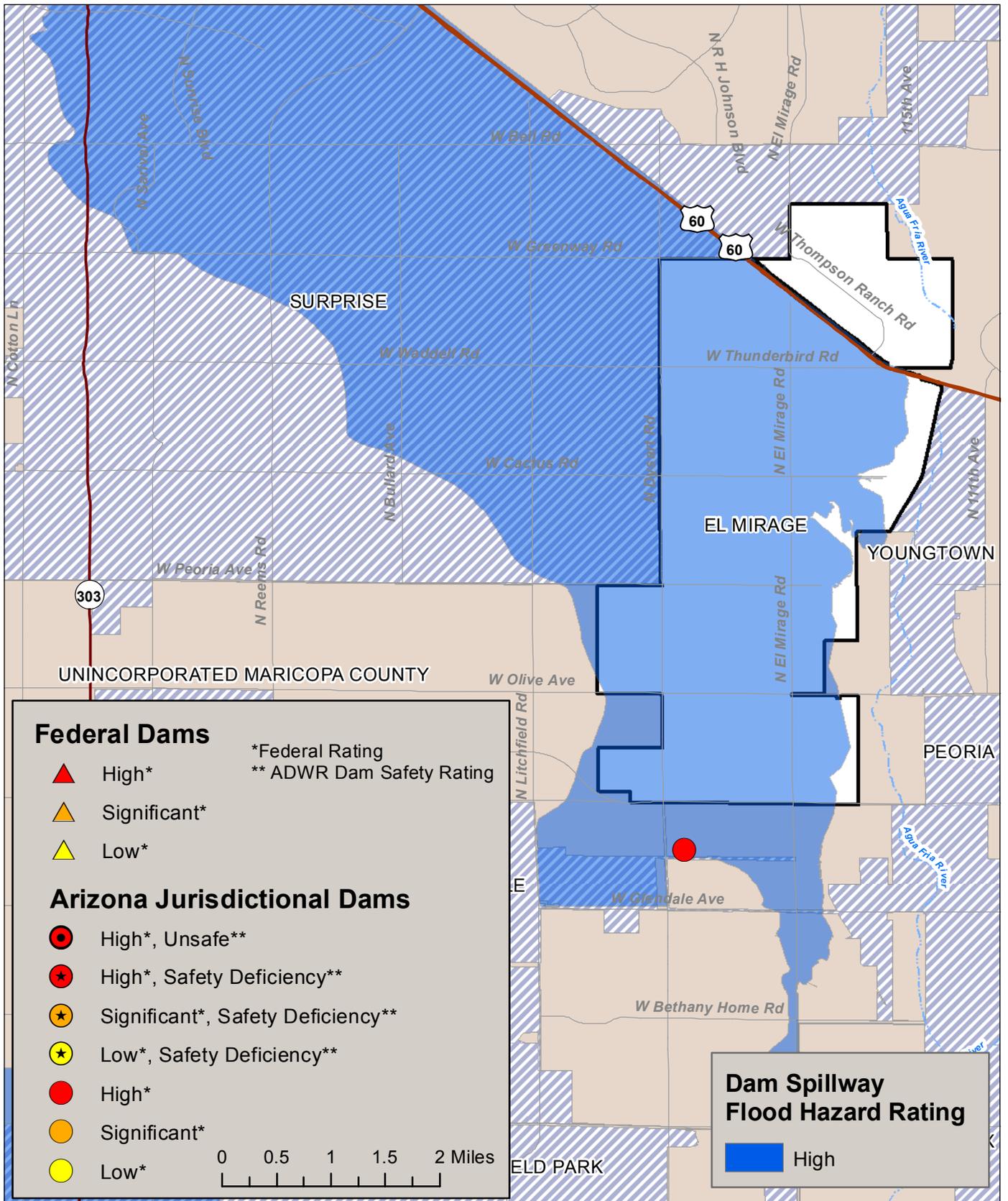
**Communities**

□ El Mirage  
 ■ Maricopa County  
 ▨ Other Communities

N

**Maricopa County Multi-Jurisdictional Hazard Mitigation Plan**

**Map #2D6**  
**City of El Mirage**  
**Potential Dam Failure**  
**Flood Hazard Map**  
 as of Jan. 2015



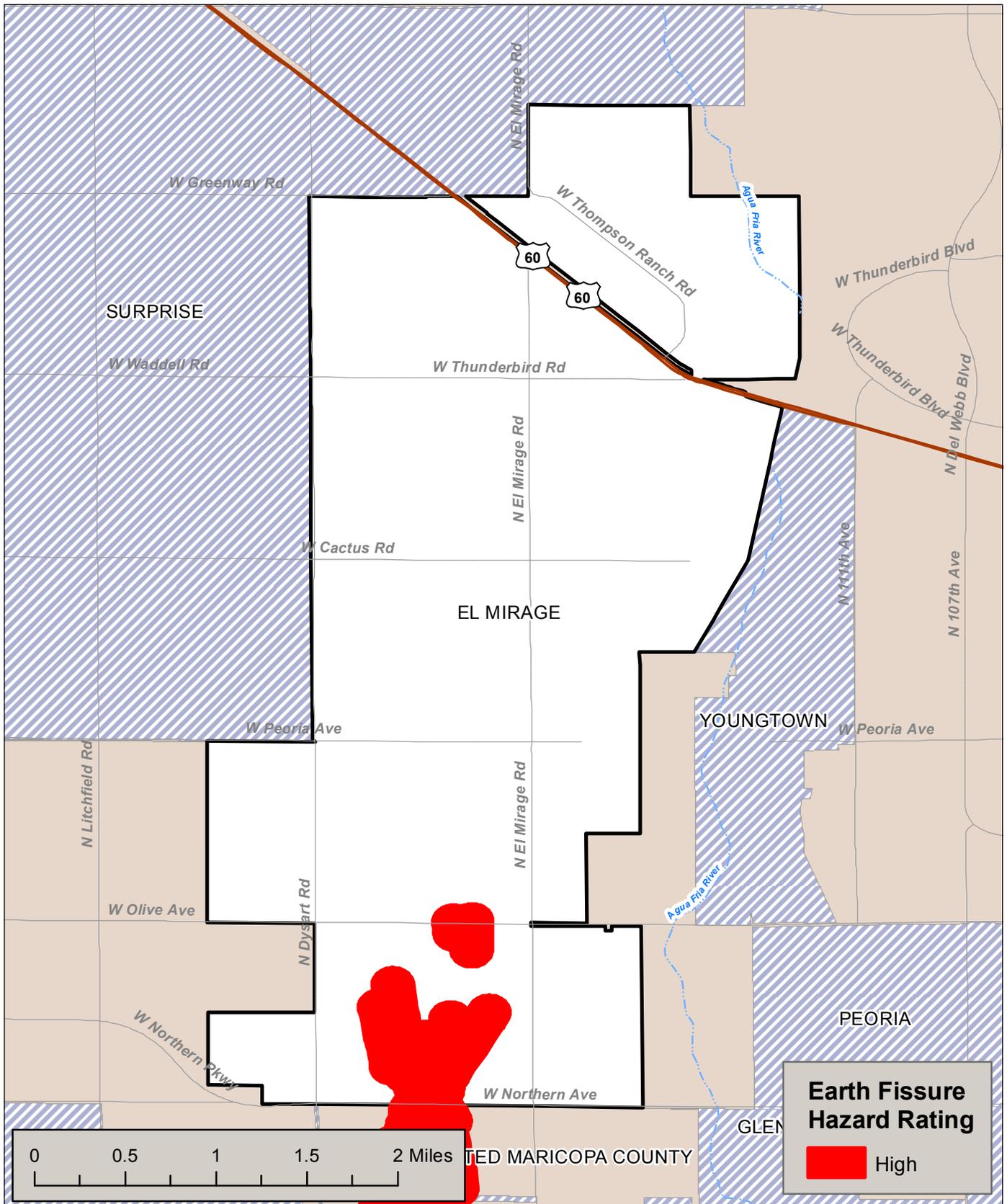
**Legend**

- Arterial Road
- Major Streams
- El Mirage
- Maricopa County
- ▨ Other Communities

N

**Maricopa County Multi-Jurisdictional Hazard Mitigation Plan**

**Map #1D6**  
**City of El Mirage**  
**Dam Spillway**  
**Flood Hazard Map**  
**as of Jan. 2015**



**Legend**

— Arterial Road  
 - - - Major Streams

**Communities**

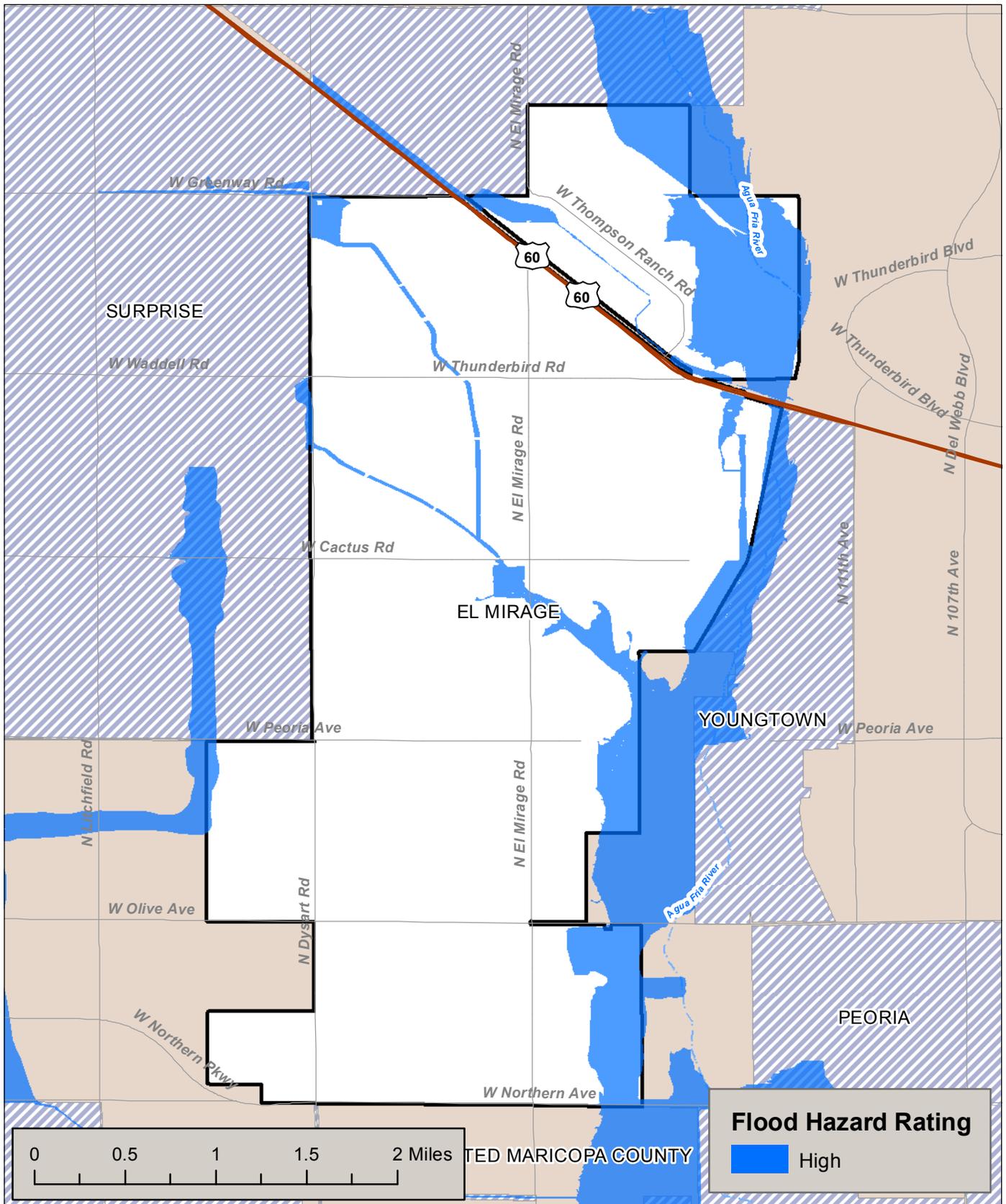
El Mirage  
 Maricopa County  
 Other Communities

N

**Maricopa County Multi-Jurisdictional Hazard Mitigation Plan**

**City of EL MIRAGE**  
 Arizona  
 GRAND HERITAGE, BRIGHT FUTURE!

**Map #3D6**  
**City of El Mirage**  
**Earth Fissure Hazard Map**  
 as of Jan. 2015



**Legend**

— Arterial Road

— Major Streams

**Communities**

El Mirage

Maricopa County

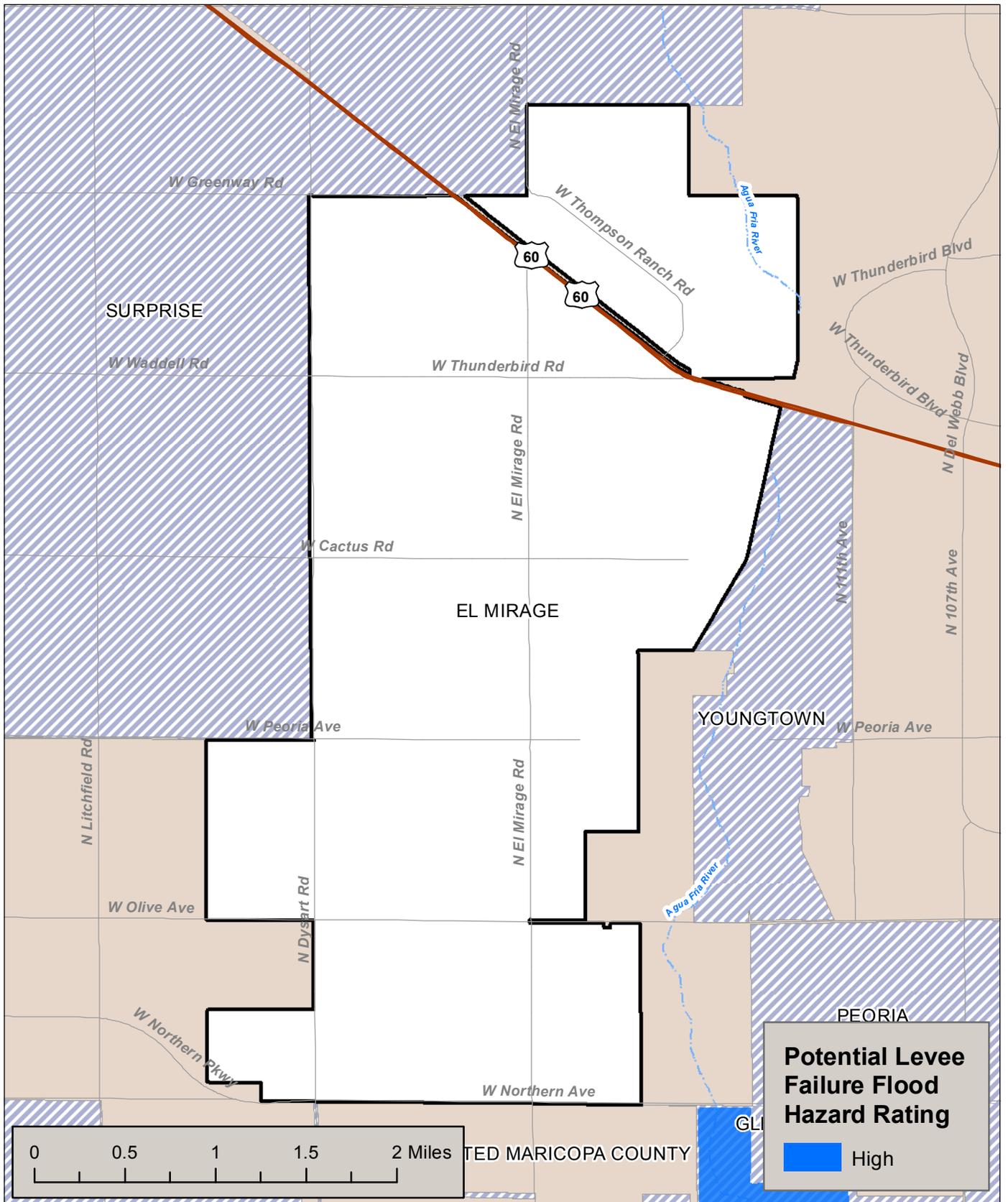
Other Communities

N

**Maricopa County Multi-Jurisdictional Hazard Mitigation Plan**

**City of EL MIRAGE**  
Arizona  
GRAND HERITAGE, BRIGHT FUTURE!

**Map #4D6**  
**City of El Mirage**  
**Flood Hazard Map**  
**as of Jan. 2015**



**Legend**

— Arterial Road

— Major Streams

□ El Mirage

■ Maricopa County

▨ Other Communities

N

**Maricopa County Multi-Jurisdictional Hazard Mitigation Plan**



**Map #5D6**

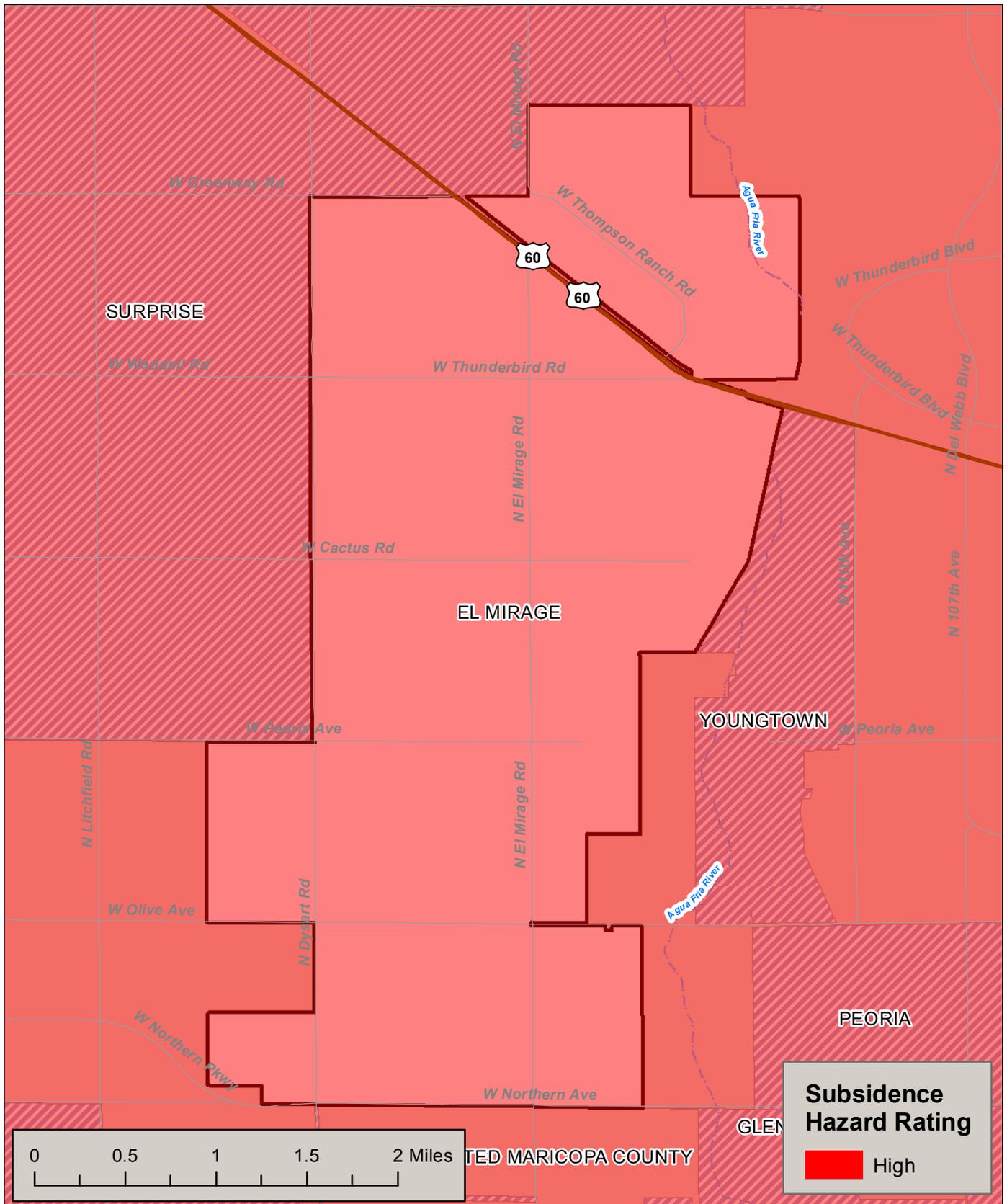
**City of El Mirage**

**Potential Levee Failure Flood Hazard Map**

**as of Jan. 2015**



Arizona  
GRAND HERITAGE, BRIGHT FUTURE!



**Legend**

— Arterial Road

— Major Streams

El Mirage

Maricopa County

Other Communities

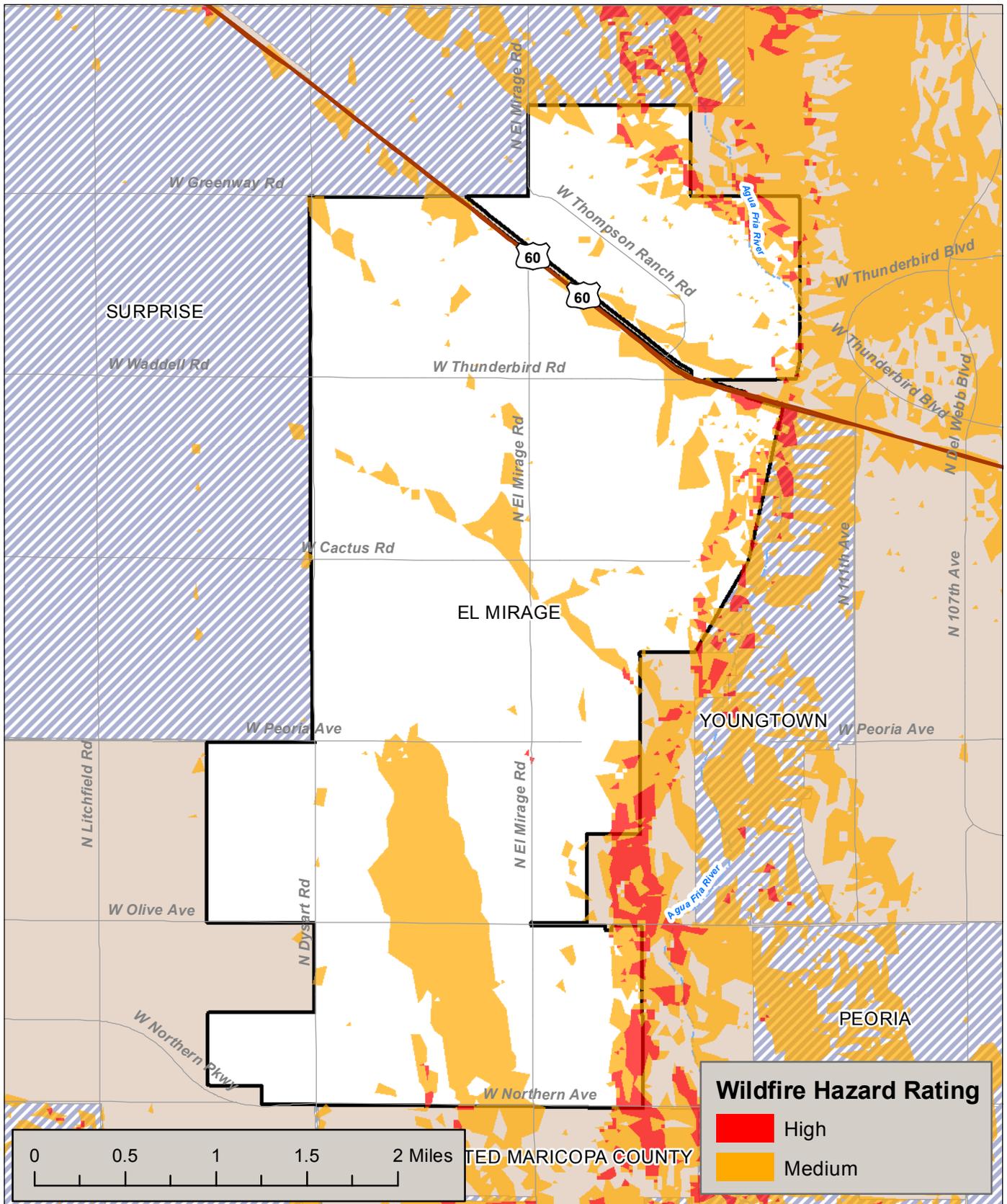
N

**Maricopa County Multi-Jurisdictional Hazard Mitigation Plan**



 City of EL MIRAGE  
Arizona  
GRAND HERITAGE, BRIGHT FUTURE!

**Map #6D6**  
**City of El Mirage**  
**Subsidence Hazard Map**  
**as of Jan. 2015**



**Legend**

- Arterial Road
- Major Streams
- El Mirage
- Maricopa County
- Other Communities

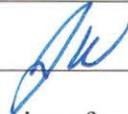
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**Maricopa County Multi-Jurisdictional Hazard Mitigation Plan**

**Map #7D6**  
**City of El Mirage**  
**Wildfire Hazard Map**  
 as of Jan. 2015

**REQUEST FOR COUNCIL ACTION**

<p><b>DATE SUBMITTED:</b> <u>02/17/2016</u></p> <p><b>DATE ACTION REQUESTED:</b> <u>03/1/2016</u></p> <p><u>  </u> REGULAR <u>  X  </u> CONSENT</p>	<p><b>TYPE OF ACTION:</b></p> <p><u>  </u> RESOLUTION # _____</p> <p><u>  </u> ORDINANCE # _____</p> <p><u>  X  </u> OTHER: Destruction of Records</p>	<p><b>SUBJECT:</b> Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19.</p>
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<p><b>TO:</b> Mayor and Council</p>
<p><b>FROM:</b> Mary Dickson, Building Official </p>
<p><b>RECOMMENDATION:</b> Approve destruction of municipal documents to maintain Records Management as set by the State of Arizona for retention periods under A.R.S. §41-151.19.</p>
<p><b>PROPOSED MOTION:</b> I move to approve the destruction of municipal documents as recommended.</p>
<p><b>ATTACHMENTS:</b> Certificates of Records Destruction</p>

**DISCUSSION:** The State of Arizona and the City of El Mirage have determined retention schedules for public records and destruction of those records not meant to be kept indefinitely. Orderly destruction of public records pursuant to the laws of the State of Arizona and the City of El Mirage will provide more space for permanent records in the Building and Safety Department and keep the City compliant with state law.

**FISCAL IMPACT:** \$50.00

**DEPARTMENT LINE ITEM ACCOUNT:** 10-561-311

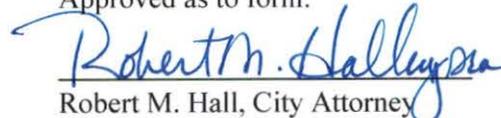
**BALANCE IN LINE ITEM IF APPROVED:** \$2445.24

Finance Director:

  
Robert Nilles

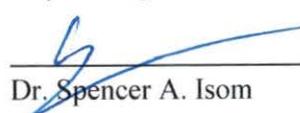
2/25/16  
Date

Approved as to form:

  
Robert M. Hall, City Attorney

2/23/16  
Date

City Manager:

  
Dr. Spencer A. Isom

2/25/16  
Date



**ARIZONA STATE  
LIBRARY, ARCHIVES AND PUBLIC RECORDS**  
A DIVISION OF THE ARIZONA SECRETARY OF STATE  
**Joan Clark, State Librarian & Director**

PROVIDING ACCESS  
*Preserving Arizona*  
Arizona State Library,  
Archives and Public Records

ARCHIVES AND RECORDS MANAGEMENT

Page 1 of 1

## CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

**Public Body** City of El Mirage **Division** Fire, Building and Life Safety

**Department** Building Safety **Office/Unit** \_\_\_\_\_

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels; Electronic File Size
Lennar house plans, specifications and engineering calcs.	000-12-38	8	1/1/2012	12/31/2015	Paper	
YMCA construction plans, specs and calculations	000-12-38	8	1/1/2012	12/31/2015	Paper	
Misc. Residential plans	000-12-38	8	1/1/2012	12/31/2015	Paper	
City Solar projects, plans and calculations	000-12-38	8	1/1/2012	12/31/2015	Paper	
Inspection reports	000-12-38	10	1/1/2012	12/31/2015	Paper	
Misc. application support documents	000-12-38	2	1/1/2012	12/31/2015	Paper	

<b>Name (type or print):</b> Mary Dickson	<b>Title: Records Officer or Designee (type or print):</b> Building Official	<b>Phone :</b> 623-251-3508
<b>Signature:</b> <i>Mary Dickson</i>	<b>E-Mail:</b> mdickson@cityofelmirage.org	<b>Date:</b> 2/17/2016

**RECORDS MANAGEMENT CENTER**

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: [records@azlibrary.gov](mailto:records@azlibrary.gov)



## **EMERGENCY MEDICAL TRANSPORTATION SERVICE AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2016 (the "commencement date"), by and between the CITY OF EL MIRAGE (hereinafter referred to as the "City"), and American Medical Response of Maricopa, LLC (hereinafter collectively referred to as the "Contractor").

### RECITALS:

Whereas, the City of El Mirage desires to enter an Agreement for Emergency Transportation Services, and

Whereas, the City desires to provide for the health, safety and general welfare of its citizens, residents, and inhabitants with respect to emergency transportation services, and

Whereas, the City must often request emergency transportation services for members of the public through the operation of its fire departments, and

Whereas, the City desires to have Contractor furnish such services and Contractor desires to provide such service, and

Whereas, the City and Contractor desire to enter into this Agreement on the terms and conditions hereinafter stated, and

Whereas, the Contractor is currently authorized by the Arizona Department of Health Services to provide emergency transportation service within the State of Arizona as outlined in Attachment A.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promise, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- a. The term "Advanced Life Support" or "ALS" as used in this Agreement shall mean those medical treatments, procedures (including assessment), and techniques which may be administered or performed by ALS personnel established pursuant to A.R.S. 36-2205.
- b. The term "Ambulance" as used in this Agreement, shall mean the same as defined in ARS 36-2201(5).
- c. The term "Automatic Aid Contract Areas," as used in this Agreement shall mean all areas within and surrounding the City, in which the City has agreed to, provide service pursuant to automatic aid agreements.
- d. The term "Code 3 Call," as used in this Agreement, shall mean:
  - (i) An emergency response call in which the use of red lights and sirens are requested at the time of the initial request and red lights and sirens are used up and until arrival on the scene of an incident.
  - (ii) A call in which the initial request by the City's 9-1-1 Emergency Dispatch Center was for a Code 2 Call, but was upgraded by the City's 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 3 Call prior to arrival on the scene of an incident.

- e. The term "Code 2 Call," as used in this Agreement, shall mean:
  - (i) An emergency response call in which the use of red lights and sirens are not requested by the City's 9-1-1 Emergency Dispatch Center for Ambulance response to the scene of an incident.
  - (ii) A call in which the initial request by the City's 9-1-1 Emergency Dispatch Center as for a Code 3 Call, but was downgraded by the City's 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 2 Call prior to arrival on the scene of an incident.
- f. The terms "Cumulative Response Time" and "Response Time", as used in this Agreement shall mean the difference between the time a certificate holder is notified that a need exists for immediate dispatch and the time the certificate holder's first ground ambulance vehicle arrives at the scene (as defined in A.A.C. R9-25-901(35)). Response time does not include the time required to identify the patient's need, the scene, and the resources necessary to meet the patient's need."
- g. The term "Designated Ambulance", as used in this Agreement shall mean Ambulances used to perform the services required under this Agreement.
- h. The term "DHS," as used in this Agreement shall mean the State of Arizona Department of Health Services.
- i. The term "Emergency Paramedic" or "Paramedic" as used in this Agreement shall mean a person who has been trained in an emergency paramedic training program and who is certified by the Director of Department of Health Services Bureau of Emergency Medical Services to render ALS pursuant to A.R.S. 36-2205 and Article 4 of Chapter 25 of Title 9 of the Arizona Administrative Code. The terms EMCT-P and Emergency Medical Care Technician-Paramedic shall have the same meaning as Paramedic.
- j. The term "EMS Service Area," as used in this Agreement, notwithstanding Department of Health Services (DHS) requirements, shall mean all areas within the corporate boundaries of the City, as shown in Attachment F. Any use of the phrase "EMS Service Area," or similar terms shall in all respects be limited to the geographical boundaries of the City of El Mirage and any automatic/mutual aid partners, special districts, state lands, and county islands contained therein. Both parties acknowledge that these boundaries may change by way of annexations, etc.
- k. The term "Exception" as used in this Agreement shall mean ambulance responses not meeting the minimum response requirements established herein.
- l. The term "City" as used in this Agreement shall mean the City of El Mirage
- m. The term "City's 9-1-1 Emergency Dispatch Center", as used in this Agreement shall mean the City of Phoenix Public Safety Dispatch Center or any future facility used to dispatch fire and emergency medical incidents.
- o. The term "Response Zone" shall mean the defined geographical areas within the City, as shown in Attachment F.

2. Term, Extension and Agreement Modification.

- a. The term of this Agreement shall begin upon the execution date first noted above and after receiving final approval by DHS. The initial term after DHS approval will be for a period of three (3) years, unless earlier terminated as provided herein.
  - b. The Parties may, at their option, extend the term of this Agreement for up to three (3) additional one (1) year terms by entering a signed and written amendment on or before 90 calendar days prior to the expiration of the original term (or then current term) of the Agreement.
  - c. The City and Contractor will conduct an operational review of the Agreement six (6) months after commencement of services. The intent of the review is to identify any potential amendments to the Agreement that may be necessary to address minor operational modifications.
  - d. Any extension or modification of this Agreement shall be subject to the approval of DHS pursuant to its authority as granted in ARS 36-2232.
3. Ambulance Service Requests. The City's 9-1-1 Emergency Dispatch Center shall dispatch to Contractor requests for ambulance services. Initial requests for service shall be responded to by Contractor as advised by City's 9-1-1 Dispatch Center. Responses will be requested as Code 3 or Code 2 as determined by dispatch priorities by the City. In the event Contractor notifies the City of a possible prolonged response time, the City reserves the right, in its sole discretion, to dispatch requests for transportation and medical services to other ambulance companies, to provide such service itself as prescribed in ARS 36-2208(B), or to otherwise obtain the necessary ambulance services as provided by law.
4. Acceptance.
- a. Contractor shall accept and respond within response time requirements of Section 7 to all requests for Ambulance transportation dispatched by the City for incidents arising within the EMS Service Area.
  - b. The City and Contractor acknowledge that certain requests for ambulance service within the EMS Service Area may require transportation of the patient beyond the boundaries of the EMS Service Area and Contractor agrees to provide such service as may be required.
5. Area of Responsibility. Contractor shall be responsible for providing Ambulance transportation for all calls within the EMS Service Area requested by the City. Should the City request the Contractor to respond outside the EMS Service Area (i.e., mutual aid), but within the Contractor's DHS Certificated Service Area, the Contractor will do so in accordance with the terms of all contractual agreements, if any, that the Contractor has in place with other governmental entities with jurisdiction over such responses. In the event there is no contractual agreement in place between the Contractor and the governmental entity having jurisdiction, the Contractor shall respond under the terms of the Certificate of Necessity ("CON").
6. Response Time; Notice of Prolonged Response Time.
- a. Response Time: Minimum compliance is achieved when 90% or more of responses for Code 3 and Code 2 calls combined meet the specified Cumulative Response Time requirement. For calls in which the response code changes during response, the 90% requirement applies, as defined in Section 6i.
  - b. To be in compliance for Code 3 calls, the Contractor must be able to place an Ambulance on the scene of each presumptively life threatening emergency within 8 minutes 59

seconds (Cumulative Response Time) for not less than 90% of the time. For clarity, 9 minutes 00 seconds is late.

- c. To be in compliance for Code 2 calls, the Contractor must be able to place an Ambulance on the scene of each non-life threatening emergency within 14 minutes 59 seconds (Cumulative Response Time) for not less than 90% of the time. For clarity, 15 minutes 00 seconds is late.
- d. Any changes or exceptions to the contractual response times as stated herein will be mutually agreed upon in writing by the Parties and the new response times will be documented in writing via a memo and, following approval by DHS, shall be incorporated into this Agreement via a duly executed amendment.
- e. Arrival "On-Scene": For all types of requests for ambulance service, the response time clock shall be stopped by Contractor's unit arrived "on-scene" transmission via MCT or radio to the City's 9-1-1 Emergency Dispatch Center. Such transmission shall not be made until the ambulance actually arrives and is stopped at the specific address or location. In the instance of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business unit to which it can reasonably be driven.

Arrival "on-scene" means the moment an ambulance crew notifies the City's 9-1-1 Dispatch Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the specified scene (e.g. staging areas for hazardous scenes), arrival "on-scene" shall be the time the ambulance arrives at the designated staging location. The City may also require the Contractor to log time "at patient" for medical research purposes. However, during the term of this Contract, at patient times shall not be considered part of the contractually stipulated response time.

In instances where the ambulance fails to report "on-scene" as required in this section, the time of the next communication with the ambulance crew, after arrival "on-scene", will be used as the "on-scene" time. However, Contractor may appeal such instances by providing appropriate documentation of the actual "on-scene" arrival time. Such documentation may include Automatic Vehicle Locator position equipment or verification by City's fire department personnel.

- f. Use of Mobile Computer Terminal ("MCT"): Contractor shall use MCT for all status changes as required by the City's 9-1-1 Emergency Dispatch Center. Contractor must meet a 95% minimum MCT usage for "en route" and "on-scene" activations. To be in compliance with this requirement Contractor must use MCT for "en route" and "on-scene" status changes at least 95% of the time calculated on a monthly basis. Contractor MCT use will be evaluated on a monthly basis by the City and the Contractor by reviewing CAD data to assure that MCT is being utilized on incidents for "en route" and "on-scene" times, as well as other data that may be required. The formulas used to calculate monthly compliance will be as follows:

MCT "en route" activation:

Total # of MCT activations "en route"/ total dispatches  $\geq$  .95

MCT "on-scene" activation:

Total # of MCT activations "on-scene"/ total dispatches not cancelled prior to arrival  $\geq$  .95

Data used to determine Contractor's compliance with this section shall be drawn from the City of Phoenix computer aided dispatch system and is outlined in an example report in Attachment H.

- g. Notice of Extended/Prolonged Cumulative Response Time – Code 3: Contractor shall notify City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of an extended Code 3 Cumulative Response Time greater than ten (10) minutes. Upon notification of a possible extended response time, City's 9-1-1 Emergency Dispatch Center may, in its discretion and considering the severity of the situation, obtain other transport means that are faster. Contractor shall notify City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of a prolonged Code 3 Cumulative Response Time greater than twenty (20) minutes. Upon notification of a possible prolonged response time, City's 9-1-1 Emergency Dispatch Center may, in its discretion, obtain a response time estimate from another ambulance company and if the Cumulative Response Time estimate is less than twenty (20) minutes or the response time stated by Contractor, the City's 9-1-1 Emergency Dispatch Center may request the dispatch of another ambulance company to transport. The City's 9-1-1 Emergency Dispatch Center shall notify the Contractor that such second dispatch has been made, and Contractor shall be advised to discontinue response to the scene. Such incidents will be considered as not meeting response time requirements as stated in Section 7b.
- h. Notice of Extended/Prolonged Cumulative Response Time – Code 2: Contractor shall notify City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of an extended Code 2 Cumulative Response Time greater than twenty (20) minutes. Upon notification of a possible extended response time, City's 9-1-1 Emergency Dispatch Center may, in its discretion and considering the severity of the situation, obtain other transport means that are faster. Contractor shall notify City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of a prolonged Code 2 Cumulative Response Time greater than thirty (30) minutes. Upon notification of a possible prolonged response time, City's 9-1-1 Emergency Dispatch Center may, in its discretion, obtain a Cumulative Response Time estimate from another ambulance company and if the Cumulative Response Time estimate is less than thirty (30) minutes or the response time stated by Contractor, the City's 9-1-1 Emergency Dispatch Center may request the dispatch of another ambulance company. The City's 9-1-1 Emergency Dispatch Center shall notify the Contractor that such second dispatch has been made, and Contractor shall be advised to discontinue response to the scene. Such incidents will be considered as not meeting response time requirements as stated in Section 7c.
- i. Switch in Response Type After Dispatch: If Contractor was originally requested to provide a Code 3 response but was later requested to provide a Code 2 response on a particular call, Contractor shall arrive on the scene where emergency care is required within 14 minutes 59 seconds from the time that Contractor was originally dispatched to provide a Code 3 response. If Contractor was originally requested to provide a Code 2 response but was later requested to provide a Code 3 response on a particular call, Contractor shall arrive on the scene where emergency care is required within the shorter of the following:

  - (i) 8 minutes 59 seconds from the time that Contractor was requested to go to a Code 3 response; or
  - (ii) 14 minutes 59 seconds from the time that Contractor was originally dispatched to provide a Code 2 response.

7. Response Time Evaluation.

- a. **Cumulative Response Time Calculation:** For purposes of response time calculations, cumulative response time shall be calculated from the point in time when the City's 9-1-1 Emergency Dispatch Center initially notifies Contractor of a request for service (noted as "dispatch" in CAD) to the time the Contractor's responding Ambulance notifies the City's 9-1-1 Emergency Dispatch Center and Contractor of its "on-scene" arrival time (wheels stopped) at the specific location to which Contractor was dispatched.
- b. **Monthly Evaluations:** The City shall conduct a monthly evaluation of response times. The evaluation shall include all responses that occurred within the City's boundaries. The City shall provide a list of all responses within the City correlated to the incident numbers provided by the City's 9-1-1 Emergency Dispatch Center and or the City's record management system no later than 15 calendar days following the evaluation month. The monthly evaluation meeting shall be held as soon as possible after the end of the evaluation month and no longer than thirty (30) days following the evaluation month.
- c. **Exception Reports:** The Contractor shall generate monthly exception reports reflecting possible non-compliant response times. These reports shall be provided to the City whereby the City shall research each incident at their discretion and be prepared to provide a written response to Contractor at the following evaluation meeting. Contractor shall also identify cause of possible delay and immediately implement corrective actions, if applicable, prior to monthly evaluation meetings.

The exceptions detailed below may be considered by the City. In all cases Contractor must document that the exemption being requested was the direct cause for the late response. The Contractor shall have access to all the City's information related to contractor activities and include audio and data information on EMS/911 responses. Exception requests that may be considered by the City during the Contract period include, but are not limited to:

- (i) Call was reduced from Code-3 (emergency response) to Code-2 (non-emergency response) by on-scene responders or by the dispatcher;
- (ii) Multiple units responded to the same scene;
- (iii) "Move up and cover" or "mutual aid" consistent with EMS policy and procedure;
- (iv) "Weather", e.g., Haboob;
- (v) "Technology Failure" e.g., MCT terminal failure;
- (vi) Late responses due to circumstances not in Contractor control, e.g., railroads, as determined by both the Contractor and the City.

In some cases, late responses will be excused from financial penalties and from response time compliance reports. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been the causative factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis.

- d. **Evaluation Data:** The evaluation of response time data shall include the total number of requests for services within the City's EMS Services Area and the total number of exceptions. Exceptions shall be determined at evaluation meetings. Contractor may request waiver of exceptions based upon extenuating circumstances. The Fire Chief or designee shall issue final determination of whether a call is excluded from the exceptions.

- e. **Written Explanations:** Upon request by City, Contractor agrees to prepare a written explanation for any incident in which the Contractor has not met the response time requirements. The Contractor's explanation shall include a full discussion of the circumstances of the incident and any corrective action required to comply with the provisions of this Agreement during the remainder of the term of this Agreement.
  - f. **Dispatch Methodology:** Modifications of dispatch methodology may require modification to the response time performance and evaluation standards. Any changes or adjustments to the Dispatch Methodology that impact the Contractor's ability to meet the required response time performance standards shall be agreed upon by both the Contractor and City and submitted to DHS for approval.
8. **Liquidated Damages for Failure to Meet Requirements.** City will notify Contractor in writing of any liquidated damages being assessed not less than 30 calendar days after they first become known to City. Upon notification of any liquidated damage assessments, Contractor will have 15 calendar days to dispute any assessment; any dispute must be submitted in writing. The City's Contract Administrator and the EMS Division Manager from the jurisdiction where the instance took place (if applicable) will meet with Contractor to review the assessment and Contractor's response and to determine the validity or invalidity of the assessment. Should the Contract Administrator, City's EMS Division Manager (as applicable) and Contractor fail to reach an agreement on the validity or invalidity of the assessment, the matter will be referred to the Fire Chief (or their designee) of the jurisdiction where the instance took place who will review the circumstances of the assessment with the Contractor and Contract Administrator. The determination of the Fire Chief shall be final. The Problem Resolution Procedure as defined in Attachment C shall not be applicable to the assessment of liquidated damages.
- a. **Failure to Meet 90% Response Time Requirement:** The following liquidated damages table will not apply if there are less than 10 combined Code 3 calls and Code 2 responses in a given month. The following liquidated damages will be assessed when the Cumulative Response Time compliance for Code 3 calls and Code 2 calls combined fall below 90% for any given month, and is based on the number of calls as outlined.

<b>Compliance %</b>	<b>Liquidated Damages 10 to 19 combined Code 3 and Code 2 calls</b>	<b>Liquidated Damages 20+ combined Code 3 and Code 2 calls</b>
89.9%-89.0%	\$1,500	\$3,000
88.9%-88.0%	\$3,000	\$5,000
87.9%-87.0%	\$5,000	\$7,000
86.9%-86.0%	\$7,000	\$9,000
85.9%-85.0%	\$9,000	\$11,000
84.9% and below	\$10,000 plus \$2,000 per percentage point thereafter	\$13,000 plus \$3,000 per percentage point thereafter

- b. Notwithstanding liquidated damages in Section 9a, each Code 3 Cumulative Response Time in excess of 19 minutes 59 seconds will be assessed liquidated damages of \$1,000.
- c. Notwithstanding liquidated damages in Section 9a, each Code 2 Cumulative Response Time in excess of 29 minutes 59 seconds will be assessed liquidated damages of \$1,000.

- d. Failure to meet requirement for MCT use as defined in Section 7f for “en route” activation will result liquidated damages of \$1,000 per full percentage point under 95%.
  - e. Failure to meet requirement for MCT use as defined in Section 7f for “on-scene” activation will result liquidated damages of \$1,000 per full percentage point under 95%.
  - f. Assessed Liquidated Damages will be payable to the City.
9. Alternative Care and Transportation. As Arizona Statute and DHS regulations are revised to encompass the implementation of alternative care and transportation options and destinations for service originated within public safety dispatch, the Contractor will work cooperatively with the City to provide equipment, personnel, joint guidelines, and performance criteria. This process may include, but is not limited to, community paramedicine programs, stretcher vans, BLS transportation units, bariatric units, stand-by ambulances or other vehicles or personnel as necessary to meet future needs. Any amendments and/or related agreements developed to this end will be in writing signed by the Parties and are subject to DHS approval. For clarity and to avoid doubt, this cooperation Section 10 does not preclude Contractor from creating its own programs in accordance with applicable laws and regulations.
10. Ambulance and Locations.
- a. Contractor shall operate a sufficient number of ALS Ambulances to meet the response time standards set forth in Section 7. Upon execution of this Agreement, Contractor shall provide the City with a list of Designated Ambulances and substation locations of such ambulance units. This list shall be updated periodically as request by the City or upon the change in any substation location throughout the term of this Agreement.
  - b. On an ongoing basis, Contractor and City will review call volume, historical transport volume, historical response time performance and historical seasonal trends to evaluate the need for additional ambulance unit hours within the City. Contractor and City shall review actual data (time of day/day of week) to determine the appropriate times of operation for the additional unit hours.
  - c. Contractor will operate enough sub-operation stations within the City's EMS Response Area to meet the defined response time requirements of this Agreement. Contractor agrees to work closely with the City in the determination of future station needs, which will ensure Contractor continues to meet the defined response time requirements of this Agreement. Contractor shall comply with sub-operation station requirements pursuant to the rules and regulations set forth by DHS.
  - d. The City serves as the first responder to the emergency needs of the City. The Contractor serves as a second-responder transport unit that provides assistance to the City's Fire Department paramedic staff on-scene of an incident and as well as transportation to a local hospital. The City and Contractor agree that there are a number of times when the immediate dispatch of an ambulance transport unit is not required due to the minor nature of an incident. The City's first responder Fire Department on many occasions arrives on the scene of an incident, provides an evaluation of the patient, and determines that ambulance transportation is not needed. The City agrees to work with Contractor in developing dispatch protocols that reduce the number of ambulance responses to incidents that are minor in nature and to establish protocols for the immediate cancellation of ambulance service in such cases, allowing for the immediate return of the ambulance to an available status, available to respond to other emergency calls within the City's EMS Service Area.
11. ALS/BLS Ambulance Staffing Requirements.

- a. BLS transportation units shall be equipped and staffed to provide medical treatments, procedures, and techniques which may be administered or performed by an Emergency Medical Care Technician (EMCT).
- b. ALS transportation units shall be equipped and staffed to provide medical treatments, procedures, and techniques which may be administered or performed by a Paramedic. ALS transportation units shall meet minimum staffing of at least one (1) Paramedic. .

12. Ambulance Specifications and Maintenance.

- a. No later than the commencement date, or as approved by the City, of this Agreement, all ambulances shall be equipped, maintained, and operated in accordance with the laws of the State of Arizona and the rules and regulations of DHS. All Designated Ambulances shall be Type III, or as approved by the City, and meet all federal, state and DHS regulations. Ambulances shall be subject to inspection by the City at reasonable times and at reasonable intervals.
- b. Substitute Ambulances in place of Designated Ambulances shall be similarly equipped as the Designated Ambulances. Use of Substitute Ambulances for periods greater than twelve (12) hours shall require notification by the Contractor to the City.
- c. Contractor shall be responsible for all ambulance maintenance and repair, including but not limited to, all repair, preventative maintenance, parts replacement, labor and other actions necessary to keep each ambulance in safe and efficient operation conditions. The City reserves the right to review and audit maintenance reports of vehicles used to comply with this Agreement at reasonable times and at reasonable intervals.
- d. All Ambulances shall be additionally equipped to include the following:
  - (i) Designated Ambulances shall be of similar type that is agreed upon by the City and Contractor.
  - (ii.) Equipped with adequate crew cab A/C and separate standalone RV style A/C, heating and ventilation as agreed upon by the City and the contractor.
  - (iii) Provide a usable safety restraint system for personnel attending to patient, as agreed upon by the City and contractor.
- e. Each Designated Ambulance shall be identified as to its call sign (e.g. Ambulance 100 will have the designation 100 in no less than 6" letters on all 4 sides and no less than 22" letters on the roof of the vehicle).
- f. Contractor shall provide a list of all Designated Ambulances used to provide service under this Agreement. This list shall include; vehicle identification number, make, model, year of manufacture, current mileage, and complete maintenance history. This list shall be provided upon award of Contract and upon request of the City during the term of the Contract.

13. Equipment and Supplies. Contractor shall be solely responsible for providing all of the emergency medical equipment and supplies necessary for the Contractor to perform under this Agreement. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona, and regulations of DHS. Failure to meet this requirement shall result in per occurrence liquidated damages of \$1,000. Without limiting the foregoing, Contractor shall install and maintain in each ambulance serving the EMS Service Area the following equipment:

- a. Mobile computer, docking station, AVL equipment and portable radios compatible with the City system that will allow for the dispatch and coordination of Contractor's ambulances through City's dispatching authority.
- b. Cellular telephone and radio equipment with a noise canceling microphone and speaker, located in the patient compartment of the ambulance, capable of communicating with appropriate medical direction.
- c. Child-restraint seating immediately available in each dedicated ambulance, and available upon request for non-designated Ambulances.
- d. All equipment identified by DHS for either ALS or BLS Ambulances.
- e. As mutually agreed upon by the Parties, EMS disposable tools and products listed on Attachment B of this Agreement, which is incorporated herein by this reference;
- f. All equipment listed in Attachment B to this Agreement, which is incorporated herein by this reference.
- g. Pre-emption emitter approved for use within the City's traffic control systems.

As mutually agreed upon by the Parties, City may under separate agreement purchase equipment for use in Designated Ambulances and lease to Contractor.

14. Additional Equipment. Upon 90 days prior written notice to Contractor, City may add equipment, goods, or products to the lists contained in Attachment B to this Agreement, if such equipment, goods, or products are reasonably necessary for patient care and/or to facilitate patient transfer in the EMS Service Area. City will provide Contractor with information showing that such items are reasonable and necessary. In the event that the cost of such items is economically prohibitive to Contractor, Contractor shall provide City with a letter of explanation regarding the same. The cost of such equipment or products shall not exceed \$3000.00 per Designated Ambulance per year. The efficacy of any City proposed changes shall be reviewed by Contractor's National Equipment Team. In the event of a dispute over the efficacy of the proposed City changes, the Parties shall negotiate in good faith a reasonable resolution.

15. EMS System Disposable Supplies.

- a. Region's disposable supplies and pharmaceuticals shall be replaced by Contractor at fair market value and at a flat rate per call that is calculated at the end of each month. This dollar amount will be set at the beginning of each calendar year. The dollar amount on the effective date of this Agreement is currently six dollars (\$6.00) per transport. Each month the Region will submit a CAD report showing all patient transports where the Region provided first response and Contractor transported the patient. The Contractor shall reimburse the Region using the per transport rate monthly in arrears. The replacement or reimbursement of materials is limited to calls resulting in ambulance transport.
- b. Contractor and City agree to review the fixed reimbursement amount 90 days from the effective date of the Agreement to determine if fair market value is set accordingly to the amount of supplies that the City used for patients that were transported for the first calendar year. Annual review will commence in December of the calendar year to be set for the following year. Any adjustment to the fixed amount will take effect January of each calendar year.
- c. The provisions of this Section shall be implemented within ninety (90) days of the effective date of this Agreement.

16. Dispatch and Communications Fees.
- a. City shall pay the City of Phoenix for each 9-1-1 dispatch of an Ambulance pursuant to this Agreement. The fee will be the actual cost for the City of Phoenix to provide dispatch services. Cost for dispatch services upon the execution of the this Agreement will begin at current rate charged to the City (without mark-up) by the City of Phoenix with an annual evaluation and adjustment of the costs.
  - b. Contractor shall reimburse City on a monthly basis the cost of dispatch services as described in Section 16a.
  - c. If required by the City of Phoenix, Contractor shall execute an associate agreement and maintain good standing with the City of Phoenix Regional Dispatch Center. Contractor shall pay all fees set forth by the Phoenix agreement.
17. Radio Communications. When Contractor utilizes the City's radio frequencies, Contractor shall be required to adhere to Federal Communications Commission (FCC) rules and regulations regarding radio communications. Specific guidelines regarding direct communications on the City's communication system shall be by directive from the City. The City shall be the authority regarding the City's communication system utilization. Contractor acknowledges that the FCC license is held by the City and that any shared transmitter use under this Agreement and pursuant to Section 90.179 of the FCC's Rule shall be subject to the City's control.
18. Management and Supervisors. Contractor shall hire and maintain properly educated, trained, and experienced personnel to serve in Contractor's managerial and supervisory positions. Contractor shall identify one of their own staff as contract administrator/manager. The contract administrator/manager will act as a single point of contact for the City and will have the authority to make decisions on behalf of the Contractor regarding Contractor's operations under this Agreement. City reserves the right to request a change of the Contractor's contract administrator/manager.
19. Attendants.
- a. Contractor shall hire, train, and supervise all medical attendants in accordance with the laws of the State of Arizona and regulations of DHS. Attendants shall be properly certified Emergency Medical Care Technician (EMCT) and/or Paramedic.
  - b. Designated Ambulances responding to calls for service within the City's EMS Services Area shall be staffed with personnel on a 24-hour shift schedule (3 platoon system; A, B, & C shifts) or such other schedule as the system requires. Due to workload, the Contractor may staff these units with split shift multiple crews as long as the same crews are used on each shift. The personnel may be replaced with any other Contractor personnel for the purpose of covering vacations, sick leave, or other temporary absences.
  - c. Each ALS Ambulance responding to calls for service within the City's EMS Services Area shall be staffed with at least one EMCT and one Paramedic. Contractor agrees to provide continuity of personnel stationed in the City to promote a cooperative work atmosphere for optimum patient care. This section may be modified by separate staffing agreements between the Parties.

20. **Operators.** Contractor shall hire, train, and supervise all operators of Ambulances in accordance with the laws of the State of Arizona and regulations of DHS. Operators shall be properly certified EMCT or Paramedic and have completed a comprehensive emergency driver-training program and possess an appropriate driver's license. Contractor shall provide on a regular basis driver's training continued education and require all Contractor Ambulance personnel to attend. Records of attendance shall be maintained by Contractor and be made available on request.
21. **Records.**
- a. Contractor shall maintain complete and accurate records in accordance with applicable laws, rules and regulations.
  - b. Contractor shall maintain records in accordance with the record retention requirements of the DHS, regarding the personnel dispatched on each responding Ambulance. Contractor shall make available to the City a complete and current record of all personnel employed to perform Contractor's obligations under this Agreement.
  - c. Records described in this Section shall be provided from time-to-time upon commercially reasonable request to the City.
22. **Reporting Requirements.**
- a. All accounting records shall be maintained and reported in accordance with standard accounting procedures.
  - b. The reports, and associated deadlines, defined in this Agreement shall be submitted by the Contractor (provided that the City has supplied Contractor with the necessary information from its CAD) to the City and will be utilized in determining and measuring compliance with the terms of this Contract. City and Contractor, through mutual agreement, may choose to add to, or delete from, the list of required reports contained in this Agreement.
  - c. Upon commencement of the Agreement, Contractor shall provide the City's Contract Administrator with a list of all management, supervisory, vehicle maintenance, and field and dispatch personnel.
  - d. Contractor must submit service and deployment records to the City's Contractor Administrator on a monthly basis.
  - e. Failure to meet the requirements of this Section may result in a per occurrence assessment of liquidated damages in the amount of \$1,000.
23. **Problem Resolution.** All problems and issues between the City and Contractor, with reference to Agreement requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Guideline, Attachment C. The Problem Resolution Guideline does not diminish or replace any requirements for evaluating Contractor performance and/or other remedies provided for in this Agreement.
24. **Cost of Service.**
- a. All patient charges by Contractor for services to the public under the terms of this Agreement shall be in accordance with such rates and charges as may be approved by DHS or any successor governmental entity regulating rates and charges for Ambulance services. Contractor shall notify the City of any changes in the charges for services provided under this Agreement within (5) days after approval. The City shall not be

responsible for non-payment of bills tendered to the individual(s) involved with the services rendered.

- b. In the event a ground Ambulance is en route to or has arrived on the scene, where Contractor did not transport the patient, and circumstances deemed air transport necessary, Contractor shall not charge the City for such response.
- c. Contractor may bill patient for meaningful ALS services that are rendered by Contractor in accordance with DHS regulation when transport is not provided by ground ambulance.

25. Provision of ALS Services.

- a. As part of City's provision of fire and rescue services and of Contractor's provision of ambulance transportation services, there are instances where, as determined by City's ALS medical authority at the scene and/or in conjunction with City's base station physician, a patient requires ALS services involving on-site emergency medical care and the administration of initial care and preliminary treatment procedures by City's certified Paramedics. As first responders on the scene, City reserves the right, at the discretion of the medical authority at the scene in keeping with the West Valley Off-Line Medical Direction Algorithms and/or in conjunction with City's base station physician, to provide ALS services to the patient utilizing City's own Paramedics until transfer of care to Contractor or the receiving hospital is complete.
- b. In those instances where Contractor provides transportation of a patient to whom City's Paramedics render ALS Services during transportation, Contractor shall bill the patient for the ALS Services provided to the patient by City's Paramedics. The billing shall be equal to the ALS base rate and other rates, fares, and charges permitted and authorized by law and/or the Arizona Department of Health Services. City Paramedic personnel in accordance with standards established by Contractor and required by third party payers, including Medicare, must appropriately document ALS Services. City shall cooperate with Contractor in providing appropriate reimbursement documentation training to City Paramedics.
- c. If the Contractor offers transition of care, there shall be no reimbursement to the City if City Paramedics render ALS services during transportation. If the Contractor does not offer transition of care to City Paramedics rendering ALS services to a patient or the patient's condition warrants additional ALS personal, then for each instance where Contractor provides transportation of a patient to whom City's Paramedics render ALS Services during transportation, Contractor agrees to pay City fifty percent (50%) of the difference between the DHS approved BLS base billing rate and the ALS base billing rate.

For each instance where Contractor provides a BLS transportation unit for a patient to whom requires the City's Paramedics to render ALS Services during transportation, Contractor agrees to pay City 100% of the difference between the BLS base billing rate and ALS base billing rate, regardless of call type.

The Contractor and the City, with Medical Direction participation, will develop a comprehensive ALS ride-in algorithm. For clarity, mileage reimbursement is excluded from the calculations above and remains a reimbursement solely to Contractor.

The City, on a monthly basis, will provide a listing of all transports where ALS Services by City's Paramedics were required for effective patient care and City Paramedic accompanied the patient to the health care facility. This list shall include the date of service, address of pick-up location, patient's first and last name and the destination

point. Contractor and City shall review the completeness of required documentation and final determination shall be agreed upon by both Contractor and City as to the appropriateness of an ALS Service classification.

- d. Contractor shall provide payment to City within 45 days of receipt of invoice from the City. Payments shall be made to City regardless of whether Contractor has billed and received payment from the patient. Late payments will be subject to 1.5% monthly interest.
- e. Nothing herein shall be construed to govern, alter, or amend Contractor's rates, fares, or charges. All such rates, fares, or charges by Contractor shall be in accordance with and shall not be greater or lesser than or different from Contractor's rates, fares, or charges as may be approved, fixed, determined, established, and/or authorized by the DHS (or any successor governmental entity regulating such rates, fares, or charges) for the service provided.
- f. City's Paramedics shall at all times be properly certified in accordance with the laws of the State of Arizona and the Rules and Regulations of the Arizona Department of Health Services. At Contractor's request, the City shall supply Contractor with a list and certification of its personnel that provide services.

26. Independent Contractor. No personnel of City providing ALS Service as described herein shall be considered an employee of Contractor. City shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational diseases compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto and all other appropriate insurance concerning City personnel providing ALS services described herein, and City shall indemnify and hold harmless with respect thereto. City shall retain complete control of its personnel and Contractor shall have no authority to direct the operations of City personnel, or to hire, fire, or make other decisions regarding the terms and conditions of their employment.

27. Contract Administration.

- a. The City will identify a Contract Administrator for the City. At a minimum the Contract Administrator will have responsibility for the following:
  - (i) Assure compliance with the Agreement within the City.
  - (ii) Develop, conduct and coordinate training for personnel, as outlined in Section 34 of this Agreement.
  - (iii) Participate in meetings with Contractor.
  - (iv) Act as liaison with Contractor and medical facilities receiving patients.
  - (v) Coordinate research and reporting on Ambulance services and transports.
  - (vi) Perform field observations and report such observations to Contractor and the City.
  - (vii) Monitor response times.
  - (viii) Coordinate Ambulance coverage for special events and Fire Department training.
  - (ix) Coordinate or conduct customer (including patient) surveys and such other similar duties as assigned.

- (x) Act as primary liaison between City and the Contractor in the problem resolution process.
- (xi) Assure compliance with the expectations outlined in Attachment G.

28. Electronic Patient Care Reporting. The City, reserves the right to implement a program for electronic patient care reporting (ePCR). Upon notification from City of their intent to implement such a system or systems, Contractor will work diligently with City, their vendors or contractors, to develop interoperability between the City and the Contractor's ePCR system. The goal of developing interoperability will be, at a minimum, to establish seamless transfer of data between the City and the Contractor's ePCR system.

29. Solicitation of Patient Information.

- a. Contractor agrees to abide by all policies, standards, and security procedures established by City and DHS relating to the release of information concerning the injured party to the extent such policies are not inconsistent with other legal requirements imposed by law.

30. Confidential Information.

- a. As part of Contractor's performance under this Agreement, Contractor, its employees and agents, may be exposed to certain confidential and/or proprietary information of City. As used in this Agreement, the term "Confidential Information" means any information, whether oral or in writing or in any other medium, relating to the management, operations, products, intentions, plans, goals, objectives, inventions, data, records, costs, employee information, technical information, and other propriety information whether developed by the City or furnished to the City by other third parties, and all information which arises out of or relates to the analysis and evaluation of the Confidential Information.

Notwithstanding the foregoing, the term "Confidential Information" does not include information that:

- (i) Was publicly available at the time it was disclosed to Contractor or which, through no act or omission of Contractor, becomes publicly available before Contractor discloses it to a third-party;
- (ii) The City regularly discloses to third parties without restriction on disclosure;
- (iii) Contractor already rightfully possessed, without obligation of confidentiality, before the City disclosed it to the Contractor;
- (iv) Contractor rightfully receives without obligation of confidentiality from any unrelated third-party;
- (v) Contractor develops independently without reliance upon or use of the Confidential Information; or
- (vi) Contractor is required to disclose pursuant to Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or court order.

- b. Contractor will make no disclosure of any Confidential Information to third parties except upon City's explicit written permission. If Contractor loses or makes unauthorized disclosure of City Confidential Information, it shall notify the City immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information. Contractor shall use the same care to prevent disclosure of City Confidential Information

as Contractor uses with respect to its own confidential information of a similar nature, which shall not in any case be less than the care a reasonable business person would use under similar circumstances.

c. The City shall retain all right, title and interest in and to their Confidential Information.

31. HIPAA Reporting Requirements. To the extent required by law, Contractor agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA"). In particular, to the extent required by law, the Contractor agrees to comply with the provisions set forth in Attachment E regarding such Protected Health Information. Contractor's obligations under this sub-part shall survive the expiration or termination of this Contract regardless of the reason for such termination.

32. Training. Contractor agrees to make available the personnel, equipment, and Ambulances necessary to participate in the following.

a. A minimum of one (1) City disaster training drill per calendar year.

b. Contractor agrees to schedule and participate in a minimum of two (2) training sessions annually with City. These sessions shall cover the integration of Fire Department EMS procedures, command procedures, patient care management, and other subjects as deemed necessary by the City Fire Department. At a minimum, a City training sessions shall be attended by respective Designated Ambulance personnel.

c. Orientation training with City in operational procedures and patient care management for all new employees dedicated to the contracted area.

d. Continuing education training for Contractor's response personnel to meet DHS requirements for EMCT and Paramedic personnel.

e. Compliance with all current OSHA training requirements including infection control and blood borne pathogen management.

33. Emergency Standby. Contractor agrees to provide an ambulance for emergency scene standby, at no charge to the City, when a fire or police incident commander or City representative has reason to believe the situation warrants an ambulance standby.

34. Notification of Services Not Requested By City.

a. Contractor shall notify City of any standbys at special events within the City. Contractor shall work with City to develop procedures for dealing with emergency incidents that may occur at such events.

b. Contractor shall immediately upon receipt notify City's 9-1-1 Emergency Dispatch Center of any Code 3 responses (Code 3 at any point during response) within the City in which the request for response was not initiated from the City's 9-1-1 Emergency Dispatch Center. The City, at its discretion, may dispatch City's Fire Department emergency medical personnel to the incident. In such case, all provisions of this Agreement shall apply, excluding the requirements in Section 7.

35. Control of Incident/Scene. Contractor agrees that the City's emergency medical personnel, when present at the scene of an emergency, shall be considered to be the initial authority until transfer of care to Contractor's personnel is complete. Further, Contractor's employees shall comply with the operating procedures adopted by the City for ambulances and ambulance personnel to the extent such compliance will not cause a violation of a DHS requirement.

36. Transfer Procedure. The City shall advise Contractor of the status of any injured or ill person at an emergency incident. To provide for the transfer of responsibility for the care of such person or persons, City and Contractor hereby establish and agree upon the Transfer Procedure attached hereto and incorporated herein as Attachment D specifically detailing such procedures. All transfer procedures may be amended by mutual written agreement between City and Contractor. Any amendment to the transfer procedures will be submitted to DHS for approval prior to their implementation.

In situations that require Fire Department personnel to accompany a patient in the Contractor's vehicle, Contractor agrees to return those personnel to their respective fire stations or units upon the transfer of patient care unless subjected to emergency system demands.

37. Base Hospital. The City has entered into an Emergency Base Hospital Agreement with a hospital near the City's service area. The Agreement sets forth Hospital responsibilities and identifies Hospital personnel for providing medical direction to the City's Fire Department. Contractor personnel engaged in carrying out the medical ground transportation services specified within this Agreement shall enter into an Emergency Base Hospital Agreement with a hospital in the west valley. Contractor must ensure that permanently assigned personnel utilize the services available pursuant to the Emergency Base Hospital Agreement at all times and, as a Contractor for medical services with the City; Contractor must fully comply with the terms and conditions of such Agreement. Specifically, Contractor agrees to require its permanently assigned personnel to utilize, in every indicated circumstance, medical advice and services pursuant to the Emergency Base Hospital Agreement.

38. Emergency/Disaster Assistance. Contractor shall set forth its plans for responding to major emergency situations within the EMS Services Area and outside the EMS Services Area where Designated Ambulances may be involved. In addition, Contractor must set forth its plans for declared disaster situations and required assistance. All such plans must be in accordance with and comply with applicable law, regulation, rules, policies and protocols.

39. Continuous Service Delivery. The City may terminate this Agreement in the event of any material default by Contractor as defined herein. As a condition precedent to termination by City, City shall provide Contractor with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the material default (the "Breach Notice"). In the event Contractor shall have cured the material default within such thirty (30) day period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event City reasonably deems Contractor to remain in material default as of the end of the notice period specified in the Breach Notice, City shall provide Contractor with a notice of termination ("Termination Notice"), setting forth the specific reasons the City believes Contractor remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice. In the event of termination by either party for any reason, or of expiration of this Agreement, Contractor shall cooperate with City and with the successor provider to help assure a smooth transition.

City may terminate the Agreement if Contractor is deemed to be in material default four (4) or more times in any twelve (12) month period regardless of whether Contractor has cured the material default.

40. Insurance.
- a. Contractor shall carry all insurance with respect to the Ambulances and personnel engaged in the performance of Contractor's duties under this Agreement as may be required by all applicable federal, state, county, and city laws, ordinances, charters, rules, regulations and codes.

- b. Without limiting any of their obligations or liabilities, the Contractor, at its own expense, shall purchase and maintain the minimum insurance specified in Section 42 of this Agreement with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the City.
- c. Additional Insured: The insurance coverage, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the City, its agents, representatives, board members, officials, employees, and officers, as Additional insured's, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.
- d. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of City.
- e. Insurance Company Rating: Any insurance company issuing a policy under this Agreement shall have an AM Best's financial rating of A-10 or better in the then current edition of Best Rating Guide, or in the alternative, be approved by the City as an otherwise acceptable carrier. Contractor shall notify the City, in writing, of Contractor's default in payment of insurance premiums no less than thirty (30) days prior to any cancellation of the insurance. If City so elects, City may make payment of the insurance premiums to maintain the Contractor's insurance coverage in full force and effect. In the event the City elects to pay the insurance premiums in arrears, it shall be entitled to recover any premium paid from the Contractor. This in no way shall imply the Contractor is covered by the City's insurance or self-insured retention.

41. Minimum Insurance Coverage. Contractor shall procure and maintain the following minimum insurance coverage. It is specifically noted that the insurance coverage and limits of liability required by the Agreement may be provided by a combination of primary and excess liability policies and self-insurance retentions or deductibles as applicable. It is also noted that the liability insurance policies purchased by the Contractor provide coverage for general Contractor operations and include, but are not exclusively limited to this Agreement.

- a. Automobile Liability: Commercial/Business Automobile Liability insurance with coverage limits of not less than \$2,000,000, each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractors work or services, and an annual aggregate limit of \$10,000,000.
- b. Commercial General Liability: Commercial General Liability insurance with coverage limits of not less than \$2,000,000 for each occurrence asserted and a \$10,000,000 annual aggregate limit. The policy shall include coverage for bodily injury, property damage, personal injury, products and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. The following entities must be named as additional insured's and endorsed to contractor's policy(ies) for general liability: City of El Mirage, officers, volunteers, officials, employees, agents and elected officials.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of work or services as evidenced by annual Certificates of Insurance and endorsements, as applicable.

Such policy shall contain a "severability of interests" provision (a.k.a. "cross liability" and "separation of insured") and shall not contain a sunset provision or commutation clause, or any provision which would serve to eliminate third party action over claims.

- c. **Professional Liability:** The Contractor providing the services required by this Agreement will maintain Professional Liability Insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with coverage limits of not less than \$2,000,000 each occurrence asserted and \$10,000,000 annual aggregate limit.

In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion of all work or services contemplated by this Agreement to be evidenced by annual Certificates of Insurance and endorsements, as applicable.

- d. **Worker's Compensation:** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- e. **Evidence of Insurance:** Contractor will provide City with certificates of insurance and additional insured certificates prior to implementation of this agreement. Thereafter, Contractor will provide evidence of renewal coverage within thirty (30) days after policy(ies) renew. In the event of cancellation of any policy(ies) referenced herein, Contractor must notify the City thirty (30) days prior to policy(ies) cancellation for non-payment of premium.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the Contractor herein.

42. **Indemnity by Contractor.**

- a. In any occurrence resulting in claims, lawsuits or assertions of liability caused in whole or in part by any act or omission of the Contractor or any of its employees or agents the Contractor agrees to indemnify, defend and hold harmless the City, its Mayors and Councils, appointed boards and Commissions, Administrative Medical Director, officials, officers, and employees, individually and collectively from and against all such claims, lawsuits or assertions of liability.
- b. Contractor's duty to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) to the extent attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of the Contractor, its Subcontractor, anyone directly or indirectly employed by them.
- c. Contractor agrees to indemnify, defend and hold City harmless from and against any and all penalties and damages incurred by City as a result of Contractor's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.

- d. The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity in this section.

43. Indemnity by City.

- a. In any occurrence resulting in claims, lawsuits or assertions of liability caused solely by any negligent act or omission of the City or any of its employees or agents the City agrees to indemnify, defend and hold harmless the Contractor, its Board of Directors, officials, officers, and employees, individually and collectively from and against all liability.
- b. City's duty to defend, indemnify and hold harmless the Contractor, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) to the extent attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused solely by any act or omission of the City, its contractor(s), its employees or anyone for whose acts the City may be liable.
- c. City agrees to indemnify, defend and hold Contractor harmless from and against any and all penalties and damages incurred by Contractor as a result of City's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.
- d. The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity of the City.

44. Compliance with Law. Contractor shall comply with all requirements of any applicable federal, state, county, or city laws, statutes, ordinances, charters, codes, rules, regulations, and other governmental requirements, including but not limited to Arizona Statute and regulations of DHS and the charter or ordinances of the City. No provisions of this Agreement shall be construed to require Contractor to violate any orders or decisions issued by the Director of DHS or any governing statute or administrative rules regarding the provision of Ambulance or Ambulance service to the public. Furthermore, Contractor is advised that this Agreement is subject to cancellation pursuant to ARS 38-511. City shall comply with all requirements of any applicable federal, state, county, or city laws, statutes, ordinances, charters, codes, rules, regulations, and other governmental requirements. Additionally, Contractor agrees to comply with the requirements of (and as defined in) the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated there under, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards"), the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), and state privacy laws, all as amended, regarding the confidentiality of all patient information and records applicable to the obligations of City and as set forth in Attachment E.

45. Compliance with Federal and State Immigration Laws. The Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

46. Drug Free Workplace Program. Contractor shall maintain a drug free workplace in compliance with federal law.
47. Affirmative Action in Employment. Any Contractor performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, religion, sex or national origin, qualified individuals because of their disability status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, age, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
48. Independent Contractor Status. This Agreement is not intended to and shall not constitute, create, give rise to, or otherwise recognize a joint venture, partnership agreement or relationship, or any other formal business organization or association of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated in this Agreement. The parties hereby agree that no person supplied by Contractor in the performance of this Agreement shall be an employee of the City and further agree that no right of the City's civil service, retirement, or personnel rules shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto concerning Contractor's employees in the performance of this Agreement, and Contractor shall indemnify and hold City harmless with respect thereto. City shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto concerning City's employees in the performance of this Agreement, and City shall indemnify and hold Contractor harmless with respect thereto.
49. Interruption of Service.
  - a. In the event the Contractor is unable to provide adequate personnel to properly operate the above determined number of Designated Ambulances as required by this Agreement, the Contractor shall immediately allow the City to staff and operate a sufficient number of Ambulances, as permitted by Arizona law, in order to meet the response time standards. Contractor agrees to reimburse the City for reasonable labor costs. Any alteration in the method or nature service delivery as described in this section shall be subject to the statutory authority and approval of DHS as provided in ARS 36-2242.

- b. If Contractor knows or suspects that there is a possibility that Contractor may suffer a shortage of personnel that will affect Contractor's ability to make available to the City the number of operational Dedicated Ambulances needed to meet the requirements of Section 7, Contractor shall notify City of such possibility at least 72 hours prior to the anticipated occurrence of the personnel shortage. If Contractor knows or suspects such possible personnel shortage after this 72-hour notification deadline, Contractor shall notify City of such possibility immediately.

50. Performance Bond. Prior to execution of this Agreement contractor shall provide a performance bond in the amount of one million dollars (\$1,000,000) for the faithful performance of services and conditions set forth herein. The following shall be the conditions precedent before the City may draw on the performance security: (i) the City declares Contractor in Material Default; (ii) the Contractor fails to cure the Material Default within thirty (30) days or exceed the number of Material Defaults permitted in a twelve (12) month period pursuant to section 40; and (iii) the City terminates the Agreement.

- a. The bond shall be issued by a surety company holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.
- b. The bonds shall be made payable and acceptable to the City of El Mirage.
- c. The bond shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as required by law, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- d. The bond submitted shall be provided by a company which has been rated "A- or better" by the A.M. Best Company.
- e. Personal or individual bonds are not acceptable.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bond or shall permit a copy of the bond to be made.

51. Material Default.

- a. In addition to the conditions pursuant to section 40, Contractor shall be in Material Default under this Agreement if any of the following occur:
  - (i) The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. The Contractor must stay fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract and shall comply with the same. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, and privilege license and permit requirements, whether or not they have been referenced by the City. Failure to comply shall be in default.
  - (ii) Any of Contractor's insurance (including, without limitation, workers compensation and occupational disease insurance) required by law, required by

this Agreement, or required by DHS is revoked, terminated or surrendered, or lapses.

- (iii) Contractor becomes insolvent or is a party to any voluntary or involuntary bankruptcy or receiving proceeding, or there is any similar action that affects Contractor's capability to perform under this Agreement.
  - (iv) Contractor fails to chronically comply with the dispatch protocols of the City. For purposes of this Section chronically shall mean three (3) or more times in any thirty (30) day period.
  - (v) Contractor repeatedly engages in inappropriate or unauthorized use of City radio communication system. City will engage in the problem resolution procedure prior to default.
  - (vi) Contractor fails to meet the monthly response time requirements under Section 7 of this Agreement three (3) times within any consecutive twelve (12) month period.
  - (vii) Contractor fails to have any equipment required by Sections 14, 15, 16, in dedicated Ambulance responding to a request for Ambulance transportation made by the City. City will engage in the problem resolution procedure prior to default. Any occurrence of equipment not being available through no fault of Contractor shall be excluded from the calculation.
  - (viii) Contractor otherwise fails to perform or comply with the terms and conditions of this Agreement after reasonable notice from the City and opportunity to cure, subject to the limitations on the number of Material Defaults and permitted cure periods set forth in section 40.
  - (ix) Contractor chronically fails to have a sufficient number of Designated Ambulances available to the City to meet response time standards. For purposes of this Section chronically shall mean three (3) times in any ninety (90) day period. Any occurrence of a Designated Ambulance not being available through no fault of Contractor shall be excluded from the calculation.
  - (x) An Ambulance suffers a breakdown of any kind while transporting a patient, unless, however, such breakdown resulted from an unforeseeable cause and Contractor can show that Contractor was in compliance with its maintenance requirements set forth in Section 12, and has resolved any and all defects resulting from DHS' ambulance inspections. City will engage in the problem resolution procedure prior to default.
- b. All remedies at law, in equity, and under this Agreement shall be available in the event of default under this Agreement.

52. Termination.

- a. Termination Upon Default: The City may terminate this Agreement if the Contractor has failed to cure a default within thirty (30) calendar days after receiving written notice specially setting forth such default. Such termination shall be effective on the date set forth in the default notice or other date specified by the City.
- b. Termination Upon Notice: Either party may terminate this Agreement for any reason, at any time, upon 90 days written notice. Such termination shall be effective 90 days after the date of such notice. No termination upon notice shall constitute a waiver of any rights

granted under this Agreement, or at law or in equity for any default under this Agreement. If Agreement is terminated by Contractor, Contractor agrees to abide by the "Lame Duck" provisions detailed in Section 54.

- c. Termination for Life Safety Issues: The City may immediately terminate the Agreement if City determines that Contractor's significant or persistent failure to meet the requirements of the Agreement may endanger public health or safety.
53. "Lame Duck" Provisions. Should Contractor be unsuccessful in a subsequent Emergency Transportation and Medical Services Agreement award process with City, Contractor shall, as required by the City, continue to provide services required under the Agreement until a new contractor is selected and performing services. Under these circumstances, Contractor will provide services as a lame duck contractor for a period not longer than 180 days.
54. Attorney's Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to recover their reasonable costs and attorneys' fees. Prior to bringing any action both parties agree to utilize the Problem Resolution Procedure provided in paragraph 23 Problem Resolution and Attachment C.
55. Successors and Assigns. Contractor shall not subcontract, convey, transfer, assign, hypothecate, or otherwise encumber this Agreement, or any right, title or interest herein, whether voluntarily or by operation of the law without first obtaining the express written approval and permission of the City.
56. Controlling Law. This Agreement shall be construed in accordance with and shall be controlled by the laws of the State of Arizona.
57. Surviving Provisions. The obligations under Section 22 (Records), Section 43 (Indemnity by Contractor), Section 44 (Indemnity by City), Section 50 (Interruption of Service), and Section 57 (Controlling Law) shall survive expiration or other termination of this agreement.
58. Pilot Program. Contractor agrees to meet with the City upon request at reasonable times convenient to Contractor to discuss the development of pilot programs and studies that may enhance service delivery or improve responder safety.
59. Customer Satisfaction.
  - a. City may survey patients and their families to determine the level of public satisfaction with Contractor's services. Contractor shall be allowed to respond to any unfavorable responses from users.
  - b. City may survey professionals that interact with the Contractor during transports, i.e. City personnel, hospital staff, etc.
  - c. City may require the Contractor too periodically (up to two times per calendar year) perform patient surveys and share the results with the City. Patient surveys may be conducted by Contractor or by an independent contractor. In either case, the survey tool and methodology will be reviewed and approved by the City, provided that such review and approval shall not be unreasonably withheld.
  - d. The City will work with Contractor to develop and establish performance related benchmarks.
60. Other Agreements. This Agreement shall not preclude the City from entering into other agreements with the Contractor provided that the provisions of such agreement are not included

in or in conflict with this Agreement. Any such agreements that are subject to DHS jurisdiction shall be submitted to DHS for approval prior to implementation.

61. Monthly Payments. The City and Contractor may meet the payment obligations of Section 16 (EMS System Disposable Supplies), Section 17 (Dispatch and Communications Fees), and Section 25 (Provision of ALS Services) by determining a consistent monthly payment schedule based on historical data. A reconciliation period will occur annually during the month of July. During that period the Parties will meet to ensure the obligations of this Agreement have been met. Compensation required to resolve any overpayment or underpayment shall be made within 30 days of final reconciliation.

**SIGNATURES BEGIN ON NEXT PAGE**

IN WITNESS WHEREOF, the parties hereto have placed their signature on the day and year first above written.

**CITY**

**CONTRACTOR**

**City of El Mirage**

**American Medical Response of Maricopa, LLC**

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

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

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

Name: Edward B. Van Horne \_\_\_\_\_

Its: \_\_\_\_\_

Its: CEO and President

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_

**Attachment A**  
**(Current DHS authorization to provide ambulance services in Arizona)**

# ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA

CERTIFICATE NO. - 86 -

) ss

County of Maricopa

DOCKET NO. EMS 4119

THE ARIZONA DEPARTMENT OF HEALTH SERVICES has found, under the authority of A.R.S. § 36-2232 et seq and Pursuant to Department of Health Services rules, that public necessity requires the operation of

**SW GENERAL, INC.**  
**dba SOUTHWEST AMBULANCE**  
**dba AMERICAN MEDICAL RESPONSE**  
**dba AMR**

as a ground ALS and BLS ambulance service in the State of Arizona for the transportation of individuals who are sick, injured, wounded or otherwise incapacitated or helpless within the following service area, with the following central operations station and response times:

**1. Service Area:**

*Service Area for unlimited ambulance service:*

- a. *Cities of Phoenix, Mesa, Tempe, Scottsdale, Paradise Valley, Glendale, Peoria, Chandler, Sun City, Gilbert, Apache Junction, El Mirage, Surprise, Youngtown and the Town of Guadalupe.*
- b. *Mesa, Southeast County area and Gilbert to be encompassed by the following specific geographical boundaries; beginning at the southwest corner of Mesa at the intersection of the Western Canal and Price Road, proceed north along Price Road to a point 9/10ths of one mile north of First Street (Tempe). Proceed in a northeasterly direction following the southern boundary of the Salt River Indian Reservation and the Southern Canal to a point intersecting with Bush Highway. Then, proceed due South along the Bush Highway to a point where the imaginary intersection of Indian School Road (Tonto National Forest boundary) and Bush Highway intersect, then proceed east and south along the southern boundary of the Tonto National Forest and the western and southern boundary of the Utery Mountain Park to a point where McLellan and the Maricopa County/Pinal County line intersect. Then, due south along the Maricopa County/Pinal County line to a point that intersects with the imaginary intersection of the Maricopa/Pinal County line and Hunt Highway. Then, northwesterly along the Hunt Highway to the intersection of Hunt Highway and the Maricopa/Pinal County line. Then, west on the*

Now, therefore, by virtue of the authority vested in the Arizona Department of Health Services, under the constitution and laws of the State of Arizona, does hereby grant this

**TRANSFER**

## CERTIFICATE OF NECESSITY

authorizing the operation of the aforesaid ambulance service for a period ending May 31, 2018 unless for cause sooner amended, suspended, revoked or terminated subject to the decisions and orders, and rules of the Department.

**PROVIDED**, that this certificate shall not be assigned nor transferred unless authorized by the Arizona Department of Health Services.



BY THE ORDER OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES, IN WITNESS WHEREOF, I CARA M. CHRIST, MD the Director of the Arizona Department of Health Services, have hereunto set my hand and caused the official seal of the Arizona Department of Health Services to be affixed at Phoenix, Arizona on

*[Signature]*  
DIRECTOR

# ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA

CERTIFICATE NO. - 86 -

) ss

County of Maricopa

DOCKET NO. EMS 4119

*Hunt Highway alignment to Gilbert Road. Then, north on Gilbert Road to its intersection with Galveston Street. Then, due west along the Galveston Street alignment to Cooper Road. Then, north along the western boundary of the Town of Gilbert municipal boundaries to the intersection of Country Club Drive (Arizona Avenue) and Western Canal. Then, due west to the intersection of Western Canal and Price Road or point of origin.*

- c. *The Apache Junction Fire District boundary as of August 10, 1993.*
- d. *Florence Junction: Beginning at a point two miles south of Baseline Road on the Maricopa/Pinal County border line; then, proceed due east approximately nine miles along the southern boundary of the Apache Junction Fire District boundary; then, proceed due north three miles along the Apache Junction Fire District boundary; then, proceed due east nine miles along the Tonto National Forest boundary; then, due south six miles along the Tonto National Forest boundary; then on a line due west for four miles; then, due south three miles to Florence Junction; than on a line southwest for approximately seven miles to Combs Road; then, proceed due west nine miles along an extension of Combs Road to the Maricopa/Pinal County border line; then proceed due north nine miles along the Maricopa/Pinal County border line to the point of origin.*
- e. *Beginning at a point where the Maricopa County border and a northern extension of 91<sup>st</sup> Avenue intersect (GPS: N 33° 54' 16.57" W 112° 15' 30.68"); proceed in a westerly direction along the Maricopa County border to a point (GPS: N 33° 55' 20.20" W 112° 25' 58.98"); proceed south to mile post 11 on State Route 74 (GPS: N 33° 49' 54.32" W 112° 26' 43.36"); proceed southeast to mile post 138 on US Highway 60 (GPS: N 33° 41' 02.49" W 112° 24' 30.73"); proceed in a westerly direction to a point (GPS: N 33° 44' 22.01" W 112° 39' 18.55"); proceed south to a point (GPS: N 33° 43' 25.59" W 112° 39' 19.31"); proceed west to a point (GPS: N 33° 43' 25.26" W 112° 40' 09.13"); proceed south to a point (GPS: N 33° 42' 39.31" W 112° 40' 07.01"); proceed east to a point (GPS: N 33° 42' 39.74" W 112° 36' 28.70"); proceed south to a point (GPS: N 33° 39' 11.83" W 112° 36' 28.51"); proceed west to a point (GPS: N 33° 39' 11.42" W 112° 37' 31.39"); proceed south to a point (GPS: N 33° 38' 18.99" W 112° 37' 30.79"); proceed west to a point (GPS: N 33° 38' 18.58" W 112° 38' 33.88"); proceed south to a point*

## CERTIFICATE OF NECESSITY

(CONTINUATION PAGE ONE)

ISSUED

Jan 26 2014

EXPIRES

May 31, 2018

C. Mancini  
DIRECTOR

# ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA

CERTIFICATE NO. - 86 -

) ss

County of Maricopa

DOCKET NO. EMS 4119

*(GPS: N 33° 37' 25.81" W 112° 38' 33.27"); proceed west to a point (GPS: N 33° 37' 26.20" W 112° 40' 07.40"); proceed south to a point (GPS: N 33° 33' 57.35" W 112° 40' 06.77"); proceed east along an extension of Olive Avenue to a point where Olive Avenue and 91<sup>st</sup> Avenue intersect (GPS: N 33° 33' 54.81" W 112° 15' 20.45"); proceed north along 91<sup>st</sup> Avenue to a point where an extension of 91<sup>st</sup> Avenue and the Maricopa County border intersect, the point of origin. Excluding the Fire District of Sun City West Fire boundaries as of February 15, 2005 for 9-1-1 emergency calls.*

2. *The rest of Maricopa County upon request for prescheduled, inter-facility and convalescent transports.*
3. *Legal Address: 1099 W. Iron Springs Road, Prescott, AZ 86305*
4. **Response Times:**
  - a. *Within any of the cities granted in which the applicant has located a central operations or sub-operations station, for response within that city (specifically to include the City of Phoenix):*
    - 1) *Ten (10) minutes on ninety (90) percent of all emergency transports.*
    - 2) *Fifteen (15) minutes on ninety-five (95) percent of all emergency transports.*
    - 3) *Twenty (20) minutes on one hundred (100) percent of all emergency transports.*
  - b. *Otherwise:*
    - 1) *Ten (10) minutes on eighty (80) percent of all emergency transports.*
    - 2) *Fifteen (15) minutes on ninety (90) percent of all emergency transports.*
    - 3) *Twenty (20) minutes on one hundred (100) percent of all emergency transports.*
  - c. *Applies only to the service area granted in sub-paragraph "1.d."*
    - 1) *Fifteen (15) minutes on eighty (80) percent of all emergency transports.*
    - 2) *Twenty-five (25) minutes on ninety (90) percent of all emergency transports.*
    - 3) *Thirty (30) minutes on one hundred (100) percent of all emergency transports.*

## CERTIFICATE OF NECESSITY

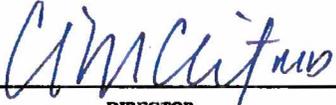
(CONTINUATION PAGE TWO)

ISSUED

Jan 26 2018

EXPIRES

May 31, 2018

  
DIRECTOR

## **Attachment B – Additional Equipment Requirements**

In addition to the Arizona Department of Health Services Equipment List for Ambulances (ALS/BLS), the City also requires the following equipment. This additional equipment requirement may be revised, subject to DHS approval, as specified under the Equipment and Supplies section (Section 14) of the Ambulance Transportation Service Agreement.

1. Monitor/Defibrillator – Physio Control LP 15 12 lead with external cardiac pacing capability, pulse oxygen Monitor, NIBP, and Capnography
2. Blood Glucose Monitor – Portable unit for evaluation of patient blood sugar levels.
3. Backboards – Equipment available on response units available for direct field exchange.
4. Electric powered gurney

## **Attachment C – Problem Resolution Procedure**

### **OBJECTIVE**

- To provide the City and Contractor with a means to identify and resolve issues as they arise.
- To institute a workable procedure for resolving issues which are not resolved on an individual basis.

#### **A. Introduction**

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness to all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

#### **B. Step 1**

Upon identification of a situation requiring application of this problem clearance procedure, those individuals directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step 2 of this procedure applied.

#### **Step 2**

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If however, the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of meeting should be to resolve this issue so that it does not recur. Resolutions may address related areas of training, policy revision and/or policy development, etc.

#### **Step 3**

Those issues not resolved through Steps 1 or 2 of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps 1 and 2. Situations of this significance will be forwarded to the CEO, fire chief, or other agency identified representative(s).

The designated representative from each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter is prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the fire chief or his/her designee shall determine a resolution. The fire chief or his/her designee shall have the authority in determining such resolution to require any corrective action, up to and including termination of the Agreement. Such resolution shall be delivered to Contractor in writing and shall include the timelines under which any corrective action shall occur.

## **Attachment D – Patient Transfer Procedures**

It is the policy of the City to provide quality and efficient medical services to all injured or ill patients. The objective of this procedure is intended as a guide to the fire officer, ALS provider, and/or firefighter to act with the patient's well-being in mind.

In order to facilitate the most efficient transfer of patient care from Fire Department to Contractor for patient transportation and/or treatment, the following transfer procedures have been adopted.

Upon Ambulance arrival at the scene of a medical emergency where patient care is being provided by Fire Department personnel, the Ambulance crew shall report to the supervisor in charge of the incident. When arrival on scene of a multi-patient incident, the Ambulance crew shall report to command officer for assignment to avoid duplicating any patient assessment or treatment already completed. They shall work under the officer they are assigned for transportation assignments.

Fire department paramedic personnel shall remain in charge of patient care until it is specifically relinquished to ambulance personnel.

The Fire Department paramedic in charge will determine the necessity for Fire Department personnel to accompany the patient to the hospital. When the Fire Department paramedic accompanies the patient(s) to the hospital, the Fire Department paramedic shall remain in charge of patient care.

The base station hospital will maintain control of the patient and will be the final authority regarding patient care once contact with the base station physician has been made.

When verbal and/or written reports are required, the following information will be conveyed on the patient condition:

1. Verbal report on patient condition including:
  - Patient's chief complaint;
  - All pertinent negative/positive physical findings and patient's current condition;
  - All patient treatment done up to the time of transfer;
  - Name and location of base station physician consulted and orders received (if applicable); and
  - Patient destination.
2. Copy of written or electronic Fire Department EMS incident report signed by the Fire Department and Contractor's personnel.

All loading of patients into the Ambulance will be the responsibility of Contractor's personnel.

When requested by the Contractor, the Fire Department will provide additional personnel to assist during transport.

When the Ambulance has arrived on the scene of an EMS incident, prior to the arrival of a Fire Department unit, the officer in charge of the subsequently arriving fire department unit will seek out the Ambulance attendant in charge for a report on patient care that has already been

provided. Following this report, the Fire Department officer may assume Command of the incident/patient.

It shall be the responsibility of all agencies providing patient care to cooperate and assist in treatment and transportation requirements.

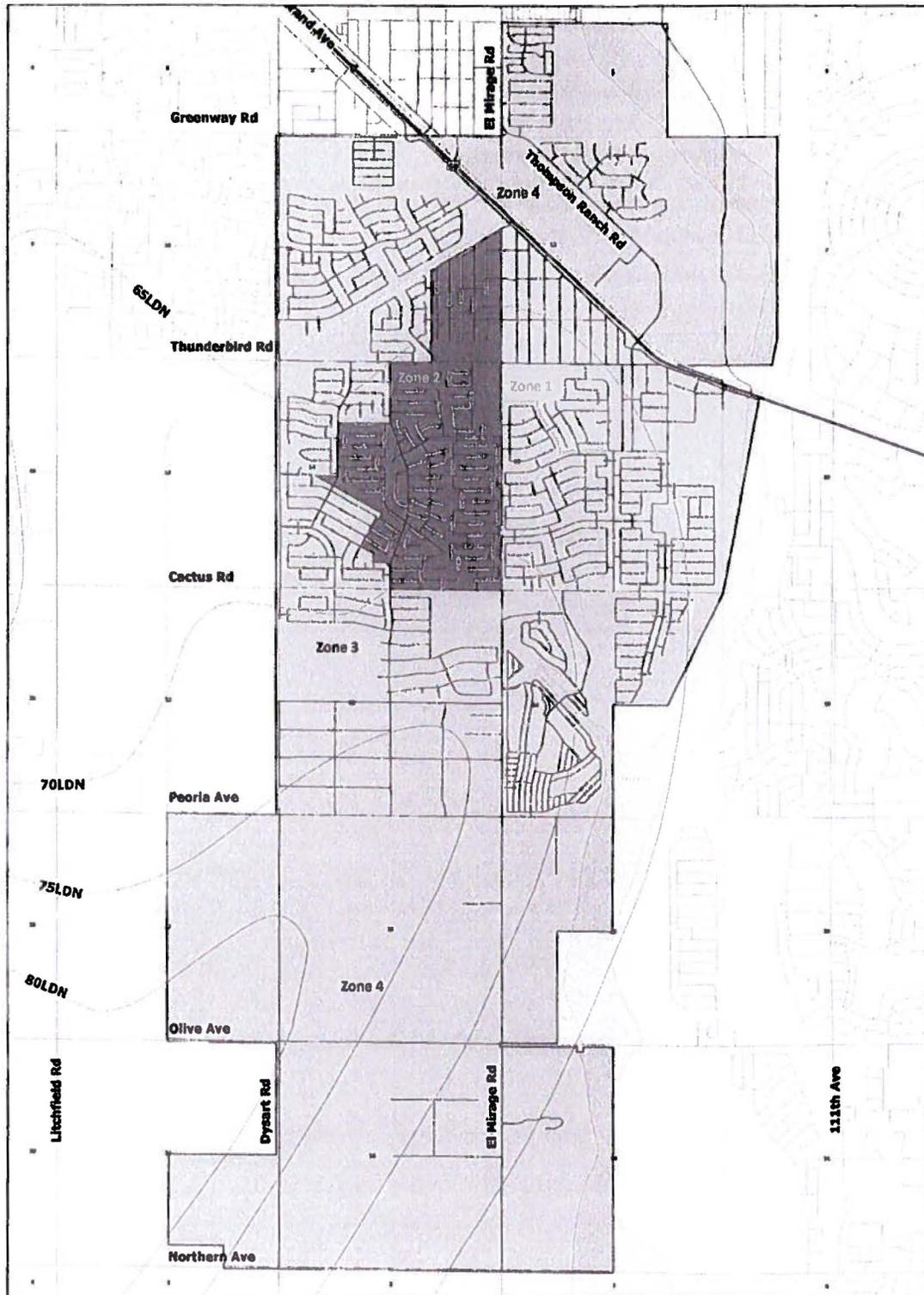
## **Attachment E - PHI**

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501. For purposes of this Attachment E, Business Associate shall mean City.
2. **Obligations and Activities of Business Associate.** In conformity therewith, the Business Associate agrees that it will:
  - (a) Not use or further disclose Protected Health Information (PHI) except as permitted under the Agreement or required by law.
  - (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Agreement.
  - (c) To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.
  - (d) Report to Contractor any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.
  - (e) Ensure that any agents or subcontractors to whom Business Associate provides PHI, or who have access to PHI, or who the Business Associate receives PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI;
  - (f) Make PHI available to Contractor and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Contractor regarding the individual;
  - (g) Incorporate any amendments to PHI when directed by Contractor;
  - (h) Provide an accounting of all uses or disclosures of PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days; and
  - (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Contractor or Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Contractor's compliance with HIPAA.
3. **Permitted Uses and Disclosures by Business Associates.** The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Contractor include:
  - (a) To perform functions, activities, or services for, or on behalf of, Contractor as specified in the Agreement and in compliance with HIPAA;
  - (b) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;
  - (c) As required by law;
  - (d) Other uses or disclosures of PHI as permitted by HIPAA.

4. Effective Date and Termination.

- (a) Notwithstanding any other provisions of the Agreement, Contractor may terminate this Agreement, in its sole discretion, if Contractor determines that Business Associate has violated a term or provision of this Agreement, or if Business Associate engages in conduct which would, if committed by Contractor, result in a violation of HIPAA.
- (b) At the termination of this Agreement, Business Associate agrees to return or destroy all PHI received from, or created, or received by Business Associate on behalf of Contractor, and if return is infeasible, the protections of this agreement will extend to such PHI.

**Attachment F – EMS Service Area**



SOURCE:  
CITY OF EL MIRAGE, CODE ENFORCEMENT DIVISION

## **Attachment G - Expectations**

The City expects the following from Contractor and its employees while carrying out the provisions of the Agreement.

Appearance – The City expects that all Contract Ambulance personnel will present themselves in a professional uniformed manor.

- A uniform that indicates the employee works for the contracted Ambulance provider
- Shirts tucked in
- If wearing a hat, hat should be provided by Contractor
- Boots and shoes should be zipped or tied

Communications – The City expects that Ambulance personnel utilize the proper “order model” when conducting radio communications.

Turn Around Time – The City expects contract Ambulance personnel will, as expeditiously as possible, return to available service within the City following transportation of patient to the hospital.

**Attachment H – Sample Compliance Report**

**PHOENIX FIRE DEPARTMENT**  
**UNITS TIMES OF DISPATCH TO ONSCENE**

Search Criteria :

20-Oct-15

BASE DATA SET = All Incidents Phoenix Fire Department Dispatched.

DATE RANGE = From 9/1/2015 -- 00:00:00 To 9/30/2015 -- 23:59:59

CITY(S) = ELM

CANCELED CALLS = Included

Page 1 of 1

UNIT	Count	Average	Minutes																											
			0-3		3-4		4-5		5-6		6-7		7-8		8-9		9-10		10-11		11-12		12-20		20-30		30-60			
			#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%		
BC131	1	07:52	0	0%	0	0%	0	0%	0	0%	0	0%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%
E121	21	05:10	1	5%	3	19%	4	38%	8	76%	4	95%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%
E122	100	04:59	12	12%	21	33%	21	54%	22	76%	11	87%	6	93%	4	97%	2	99%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%
E132	1	05:37	0	0%	0	0%	0	0%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%
E133	9	07:11	0	0%	0	0%	2	22%	0	22%	1	33%	4	78%	1	89%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%
E301	16	05:48	1	6%	1	13%	3	31%	5	63%	3	81%	0	81%	1	88%	1	94%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%
E307	1	07:55	0	0%	0	0%	0	0%	0	0%	0	0%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%
E364	1	09:40	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%	0	100%
L102	1	22:08	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	1	100%	0	100%
LT305	4	08:03	0	0%	1	25%	0	25%	0	25%	0	25%	0	25%	2	75%	0	75%	1	100%	0	100%	0	100%	0	100%	0	100%	0	100%
<b>Totals:</b>	<b>155</b>	<b>05:29</b>	<b>14</b>	<b>9%</b>	<b>26</b>	<b>26%</b>	<b>30</b>	<b>45%</b>	<b>36</b>	<b>68%</b>	<b>19</b>	<b>81%</b>	<b>13</b>	<b>89%</b>	<b>8</b>	<b>94%</b>	<b>5</b>	<b>97%</b>	<b>3</b>	<b>99%</b>	<b>0</b>	<b>99%</b>	<b>0</b>	<b>99%</b>	<b>1</b>	<b>100%</b>	<b>0</b>	<b>100%</b>	<b>0</b>	<b>100%</b>

**Note: Dispatches are not considered if the unit was dispatch onscene giving a zero response time. Also due to the available data from the cad system this report can not consider dispatches were the unit was dispatched before 23:59:59 and arrived onscene after 23:59:59.**

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> 2/19/2016  <b>DATE ACTION REQUESTED:</b> 3/01/2016  <input checked="" type="checkbox"/> <b>REGULAR</b> <input type="checkbox"/> <b>CONSENT</b>	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> <b>RESOLUTION #</b> _____  <input type="checkbox"/> <b>ORDINANCE #</b> _____  <input checked="" type="checkbox"/> <b>OTHER:</b> Fire MOU	<b>SUBJECT:</b> Consideration and action to approve a Memorandum of Understanding (MOU) between City of El Mirage (COEM) and El Mirage Fire Fighters Association (EMFFA).
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<b>TO:</b> Mayor and Council
<b>FROM:</b> Sandra King, IPMA-CP, SPHR, Human Resources Director 
<b>RECOMMENDATION:</b> To approve a Memorandum of Understanding (MOU) between COEM and EMFFA for a three year contract July 1, 2016 through June 30, 2019.
<b>PROPOSED MOTION:</b> I move to approve a three year Memorandum of Understanding between City of El Mirage and the El Mirage Fire Fighters Association as recommended.
<b>ATTACHMENTS:</b> MOU and Attachment "A".

**DISCUSSION:** The current MOU expires June 30, 2016 and the proposed contract will provide continuity with the EMFFA for three years through June 30, 2019.

**FISCAL IMPACT:** The Fire Department budget is part of the General Fund and will be approved in the final FY17 budget process.

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

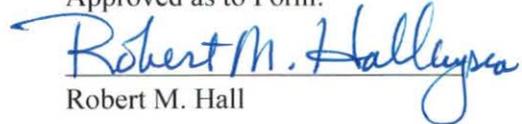
**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

  
\_\_\_\_\_  
Robert Nilles

2/25/16  
\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Robert M. Hall

2/23/16  
\_\_\_\_\_  
Date

City Manager:

  
\_\_\_\_\_  
Dr. Spencer A. Isom

2/25/16  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

**2017-2019**

**CITY OF EL MIRAGE**

**AND**

**EL MIRAGE FIRE FIGHTERS ASSOCIATION  
(EMFFA)**

**CHAPTER OF THE NORTHWEST VALLEY FIREFIGHTERS  
LOCAL 4361**

This Memorandum of Understanding is made and entered into between the City of El Mirage, Arizona, hereinafter referred to as "City", and the El Mirage Fire Fighters Association, hereinafter referred to as "Association," under the authority of the City of El Mirage Ordinance No. 00-01-04.

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## **PREAMBLE**

WHEREAS, the City and the EMFFA entered into a Memorandum of Understanding (MOU) for Fiscal Year 2011-12 setting forth the terms and conditions under which the parties would operate regarding the employment of members of the EMFFA in the El Mirage Fire Department; and,

WHEREAS, the City and the EMFFA entered into an Addendum dated May 22, 2012 to extend, among other things, the 2011-12 MOU, subject to certain changes, through the 2014 fiscal year; and,

WHEREAS, the City and the EMFFA entered into an Addendum dated February 19, 2013 to extend, among other things, the 2011-12 MOU, subject to certain changes through the 2014 fiscal year; and,

WHEREAS, the City and the EMFFA entered into an Addendum dated April 22, 2014 to extend, among other things, the 2011-12 MOU, subject to certain changes through the 2016 fiscal year; and,

NOW, THEREFORE, the parties wish to vacate the 2011-2012 MOU, and the Addendums dated May 22, 2012, February 19, 2013 and April 22, 2014 in their entirety and supersede them with this "Memorandum of Understanding, (the "2017-2019 MOU") that incorporates the 2011-12 MOU and all changes pursuant to the 2012, 2013 and 2014 contract addendums.

## **DEFINITIONS**

Whenever any words used herein are in the masculine, feminine or neuter, they shall be constructed as though they were also used in another gender in all cases where they would so apply. For the purpose of this Memorandum of Understanding, the following definitions will apply:

Association: The El Mirage Fire Fighters Association under the authority of the City of El Mirage Ordinance No. 00-01-04.

Association Representative: Vice President or designee (Union Trustee).

City: City of El Mirage, Arizona

Commencement Date: The date this MOU becomes effective, i.e. July 1, 2016.

Department Representative: A non-union Member of the fire department (Fire Chief and/or designee).

Employee: A Unit Member.

Fire Fighter Unit: The City of El Mirage eligible Members of this M.O.U.

Regular Rate of Pay: The regular rate of pay is determined by adding paramedic assignment pay, bilingual pay, and the regular rate as outlined on the attached wage schedule shown as Attachment "A".

Shift Representative: A representative designated by the Association Representation (Union Trustee).

Union Member or Member: A sworn employee of the City fire department and Member of this M.O.U.

## **ARTICLE 1**

### **MEMBERSHIP**

In addition to the term "Unit Employee", "Unit Member", or "Employee", either in the singular or plural form, shall mean employees of the City of El Mirage that are specifically covered by these M.O.U. Unit Members shall include all full-time sworn fire employees up to and including the rank of Fire Captain.

## **ARTICLE 2**

### **CONTRACTUAL RIGHTS OF THE PARTIES**

#### **A. Contractual Rights of the Association**

1. The Association, as the authorized representative, has the exclusive contractual right to serve as the meet and confer representative of all employees in the Fire Fighter Unit as determined by the El Mirage City Council Ordinance No. 00-01-04.
2. Certain specified representatives of the Association have the contractual right to paid release time under the Grievance procedure as follows:
  - a. The Association may designate one (1) representative for each shift (Shift A, B, and C Shift) and shall notify the Fire Chief of such designations. There shall be no obligation of the Fire Chief to change or adjust normal departmental scheduling or assignments of personnel as a result of such designation.
  - b. A shift representative may, when the Association is designated in writing by a grievant as his representative, attend mutually scheduled Memorandum (M.O.U.) grievance meetings and hearings with the department representatives without loss of pay from benefits. In no event shall this paid release time be used for any other purpose, such as gathering information interviewing the grievant or witness, or preparing a presentation.
  - c. The Association representative is required to obtain permission of his immediate supervisor to absent himself from his duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the shift representative.

3. The Association through its designated representatives may distribute materials on the City premises (building and grounds) only before and after scheduled departmental activities designated by the Fire Chief. The Association agrees that no Association printed material will be placed on any City bulletin board without the express written approval of the City Manager or designee. The distribution of any material shall also comply with any other City or Department rules and regulations.
4. The Association shall select four (4) officers/Members of the Association who shall be granted leave from duty with full pay for Association business such as, but not necessarily limited to, attending educational conferences, seminars, and training courses for the improvement of the fire service. Leave requests shall be submitted in writing to the Fire Chief or designee at least eight (8) calendar days prior to departure or with as much advance notice as possible.
  - a. Association officers shall each be authorized the necessary time off with pay to attend one monthly executive board and one monthly Association membership meeting. If fifty percent (50%) or more of the Association officers come from one (1) shift, the Association shall change the executive board meeting date to a date a majority of the Association officers are not on shift.
  - b. Association officers shall not be placed on the bottom of the overtime and/or callback list when doing Association business.
  - c. An Association officer or Member may accept a callback or scheduled overtime and attend Association functions, but shall not receive overtime or callback pay for the period of the time the Association officer or Member is participating in Association functions.
  - d. The Association officer or Member shall immediately notify the Fire Chief or designee when such an opportunity is created, and inform the Fire Chief or designee of the time frame of the Union business. If the Department must call back or schedule overtime for another Member to fill the vacancy created by the Association business, the callback or scheduled overtime shall be for a minimum of two (2) hours. The Association officer, or Member, shall notify the Fire Chief or designee upon completion of Association business and shall immediately return to duty.
  - e. If an Association officer or Member accepts a callback or overtime and attends an Association function at the beginning of a shift, and the function is expected to last less than four (4) hours, the Fire Chief or designee can hold over an employee for the period of time that the Association officer or Member attending the function. The Association officer, or Member, shall notify the Fire Chief or designee upon completion of Association business and shall immediately return to duty.
  - f. At no time during a single 24-hour shift shall the combined hours of the callback/overtime and the attendance at an Association function by the Union Officer or Member exceed a total of twenty-four (24) hours.

5. The City shall furnish to the Association upon request and after receiving payment for the actual cost of reproduction, a listing of Association Members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The City will provide a form to Unit Members for their signature authorizing the Association to receive their respective personal information. The Association agrees to use the list solely for purposes of communicating with Unit Members and will not share this information with other individuals or organizations.
6. Upon authorization of the Unit Member, the City will deduct an amount, as Association dues/fees, approved by the membership of the Association. Unit Members will be required to complete and sign a form that authorizes said deductions provided by the City. The City will transmit such deductions to the Association via electronic transfer on a monthly basis. The Association agrees to pay all associated cost for this transfer. The Association is responsible for collecting signed authorization forms from Unit Members and submitting them to the City for deduction. The City has no obligation to make deductions from any employee who does not authorize them in writing. The City, upon written request of the Association, may make changes in the amount of the deduction hereunder during the term of this Memorandum at the cost of implementing such change. Requests for changes in the deduction amount shall include the employee name, employee number, effective date and amount. The City shall not make dues deductions for unit employees on behalf of any other employee organization during the term of this memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
7. The City will provide the Association, upon request, non-confidential and readily available information concerning the Fire Fighter Unit that is necessary to the Association representation for negotiations, and is otherwise not available to the Association, such as personnel census, employee benefit data, and survey information. "Confidential" means any information deemed confidential by City Code, County Ordinance, State or Federal Statute, by law or by agreement. Such request shall be made through the City Manager or his designee. Any usual cost incurred by the City in connection with this section shall be borne by the Association. Further, the Association may designate not more than three (3) persons who shall be authorized to examine the documents provided. Such persons need not be employees of the City or Association, but include accountants, time study experts, or other hired by the Association for the purpose of such examination. Such examination shall be made during reasonable business hours, and upon reasonable prior notice given to the City. The obligation of the City under this section shall be cumulative of, and shall not derogate from, any other requirement expressed in this agreement with respect to furnishing notices, communications or any other writing to the Association.
8. The Employee agrees that non-employee officers and representatives of the Association shall have reasonable access to the employer during working hours with reasonable advanced notice to the appropriate employer representative. Such access shall be for the reasons of the administration of this agreement. The Association agrees that such activities shall not interfere with normal work duties of the employees.

**B. Contractual Rights of Management**

1. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive contractual right to operate, administer and manage its municipal services and workforce performing those services.
2. The City Manager and Fire Chief have exclusive decision-making authority on matters not expressly addressed or modified by specific provisions of this Memorandum. Such decision-making shall not in any way, directly or indirectly, be subject to the grievance procedure contained herein.
3. The exclusive rights of the City shall include but are not limited to: the contractual right to determine the organization of the City government and purpose and the mission of its constituent agencies and departments; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion of its organization and operations; to establish and affect administrative regulations and employment rules consistent with law or any other regulation, ordinance or statute that is controlling and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to determine the methods, means and personnel by which the City's services are to be provided, including the contractual right to schedule and assign work and overtime; and to otherwise act in the best interests of the efficient service to the community; to adopt and to manage its budget, providing for the funding of the certain levels of service; to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council determines in the exercise of its legislative authority; and to create and manage the City's budget as necessary and appropriate. Nothing herein shall be construed to diminish the rights of the City under Ordinance No. 00-01-04.
4. In areas not expressly covered or addressed under this Memorandum of Understanding, the City of El Mirage Personnel Policies and Procedures and Departmental Policies and Procedures will apply. The City Manager or City Manager's designee shall have the sole authority to determine if any conflict exists in the interpreting of this paragraph.
5. The Association agrees that its Members who work for the City will individually and collectively perform loyal and efficient work and service; that they will protect the property of the City and its service to the public; and that they will cooperate in promoting and advancing the welfare of the City and the protection of its service to the public at all times.
6. The Association and City mutually agree through the labor/management process to cooperate in achieving increased productivity for the mutual benefit of all concern through better utilization of equipment, manpower and methods of work.

### **C. Contractual Member Rights**

1. All Members shall have the contractual right to have the Association serve as their "meet and confer" representative as set forth in Ordinance No. 00-01-04, without discrimination based on membership in the Association.

2. Members shall have the contractual right to be presented by the Association in dealings with the City concerning grievances as defined in this Memorandum (Article #16).
3. Members shall have the contractual right to present their own grievance in person.
4. Any Member covered hereunder or his representative designated in written form, signed by the Member, shall, on request and by appointment, be permitted to examine his Personnel File and/or his department file.
5. No Member shall have any adverse comments entered into this Personnel File and/or his department files without being informed by a supervisor. If the Member requests, he may receive a copy of the adverse statement.
6. Within thirty (30) days of notification of the entrance of the adverse comment into their personnel or department file, the Member may, at his discretion, attach a statement of rebuttal to any adverse material contained in his personnel file and/or department file.
7. A letter of reprimand or document of reprimand which does not contain a notice of suspension or demotion will remain active in a Member's department file for not less than one (1) year. After the one-year period, the Member may submit a written request, through the Member's appropriate chain of command, to the Fire Chief or designee that the letter or document be removed from the Member's file. The Fire Chief, at his/her sole discretion, may remove the letter or document from the Member's file, provided there are no other disciplinary actions of any kind taken against the Member during that one-year period.

### **ARTICLE 3**

#### **WAGES**

- A. During FY17, Association members who have not reached the maximum hourly rate of the applicable range as outlined on the attached wage schedule referred to as Attachment "A", will receive a three (3%) percent base increase not to exceed the maximum hourly rate and subject to a satisfactory or better performance review.

Base increases for those hired or promoted after July 1, 2015 and before July 1, 2016 will become effective on the first pay date after their one year anniversary date in their current classification, unless a base increase is necessary to be brought up to the minimum of their applicable range. If a base increase is necessary to be brought up to the minimum of their applicable range, the amount necessary will become effective the first pay date in July 2016 (FY17) and any remaining base increase will become effective on the first pay date after their one year anniversary date in their current classification.

Base increases for all other Association members hired or promoted before July 1, 2015 will become effective the first pay date in July 2016 (FY17). Members who have not reached the minimum hourly rate of their applicable range after the 3% increase will be brought up to the minimum hourly rate of their applicable range.

- B. On or about July 1, 2017 (FY18), Association members who have been employed for at least one (1) year, will receive a one-time lump sum payment in the amount of two percent (2.0%) of their annualized regular rate of pay.
- C. During FY19, Association members who have not reached the top of their respective pay ranges will receive a three (3%) percent base increase not to exceed the maximum of the applicable range as outlined on the attached wage schedule referred to as Attachment "A" and subject to a satisfactory or better performance review. Base increases for those hired or promoted after July 1, 2017 and before July 1, 2018 will become effective on the first pay date after their one year anniversary date in their current classification. Base increases for all other Association members hired or promoted before July 1, 2017 will become effective the first pay date in July 2018 (FY19).
- D. Should the City Manager or City Council provide base increases, market adjustments, or additional one-time lump sum payments to the majority of the non-MOU employees, then employees covered under this MOU will receive similar consideration for base increases, market adjustments, or additional one-time lump sum payments.

Additional increases may be authorized for individual members by the City Manager to address compression and retention issues.

- E. Members assigned as paramedics, whose positions are classified as non-exempt under the Fair Labor Standards Act, shall receive their regular rate of pay plus \$2.50 per hour for paramedic assignment. Unit Members classified as exempt under the Fair Labor Standards Act shall not be eligible for paramedic assignment pay.
- F. Members who have demonstrated a proficiency in a second language, and routinely provide translation from another language to English, including American Sign Language, shall be eligible to receive \$0.75 per hour as language adjustment pay. Members must pass an initial proficiency test to receive/continue receiving bilingual pay. At no time will a Member be able to obtain more than an adjustment of \$0.75 per hour regardless of the number of language or sign language in which the Member becomes proficient.
- G. It is mandatory for each Member to contribute \$25 per pay period, for 26 pay periods per year, to the City designated deferred compensation provider. The City of El Mirage will match each Member's contribution, up to \$10 per pay period.
- H. The City of El Mirage agrees to participate in the Post Employment Health Plan (PEHP) for Members in accordance with the terms and conditions of the Plan's Participation Agreement. The parties hereto designate Nationwide Retirement Solutions to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents.

- I. All unit Members shall be entitled to longevity pay in addition to their regular monthly pay as follows. Longevity pay is awarded on the first pay period following the employee's hire date.
  1. Upon completion of five (5) years of continuous full-time service with the City of El Mirage, unit Members will receive one hundred and fifty dollars (\$150) each year in addition to their regular rate pay.
  2. Upon completion of ten (10) years of continuous full-time service with the City of El Mirage, unit Members will receive two hundred dollars (\$200) each year in addition to their regular rate of pay.
  3. Upon completion of fifteen (15) years of continuous full-time service with the City of El Mirage, unit Members will receive two hundred and fifty dollars (\$250) each year in addition to their regular rate of pay.
  4. Upon completion of twenty (20) years of continuous full-time service with the City of El Mirage, unit Members will receive three hundred dollars (\$300) each year in addition to their regular rate of pay.
- J. For the term of the Agreement, the City shall contribute for each eligible employee the amount of \$25 per pay period. If any contribution is an amount other than an equal dollar amount per eligible Member, that contribution shall be deposited in the eligible Member's Health Insurance Premium Reimbursement subaccount. Otherwise, the Member's equal dollar contribution per eligible employee shall be deposited into the eligible Member's Universal Health Care Reimbursement subaccount pursuant to the terms and conditions of the Plan.
- K. Members called back to work after leaving City facilities upon completion of their regular shift shall receive a minimum of two (2) hours pay at the appropriate regular rate, subject to overtime as described in Article 11. City personnel rules and administrative regulations will govern the application of this provision.

## **ARTICLE 4**

### **HOURS OF WORK**

#### **A. Personnel classified as nonexempt under the Fair Labor Standards Act**

The Fire Chief shall determine the weekly shift schedules of Fire Unit personnel. The duty hours of Union personnel shall consist of regularly scheduled shifts of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty ("48/96 Schedule"), unless otherwise determined by the Fire Chief in the event of any emergency. The work period for Members shall begin at 8:00 a.m. on the first day of the established work period and conclude at 7:59 a.m. the end of the final shift of the established work period. Unit personnel shall remain on the 48/96 Schedule unless permanently re-assigned to a forty (40) hour schedule. Except as otherwise expressly set forth herein, nothing in this article or this MOU is intended to guarantee Members a minimum

number of hours of work per work period or a minimum number of overtime hours per work period.

**B. Personnel classified as exempt under the Fair Labor Standards Act**

Personnel exempt under the Fair Labor Standards Act (FLSA) are expected to work a schedule compatible with the requirements of the Fair Labor Standards Act and the needs of the organization as determined by the Fire Chief.

**ARTICLE 5**

**SHIFT TRADES**

Two Members serving in the same classification, or in the current promotional list for that classification, may be granted the opportunity to exchange shifts in accordance with departmental policies and procedures up to a maximum of fifteen (15) such exchanges per Member in any calendar year. All shift changes are subject to the approval of the Fire Chief or his designee and shall be in conformance with regulations issued by the Fire Chief and Section 7(p)(3) of the FLSA.

Section 7(p)(3) of the FLSA provides that two individuals employed in the same capacity by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours. 29 U.S.C. §207 (p)(3). It further states that the hours worked by the substituting employee shall be excluded by the public agency in the calculation of the hours for which the substituting employee is entitled to overtime compensation under the Act. The implementing regulations provide that when “one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.” 29 CFR §553.31(a). Source: U.S. Department of Labor

**ARTICLE 6**

**HOLIDAY BENEFITS**

A. Members regularly assigned to a forty-hour work schedule will be entitled to the following holidays off with eight (8) hours of pay for each holiday:

New Year’s Day	January 1
Martin Luther King, Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day Labor Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Personal Day	Floating (first week of April)

Whenever a holiday falls on a Saturday, it shall be observed on the preceding Friday.

Whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

- B. Members regularly assigned to a 48/96 Schedule will, in lieu of time off with pay, be paid in addition to the Member's regular pay and regardless of whether or not the Member works the holiday, Holiday Pay for the eleven holidays listed in Paragraph A above. Holiday Pay hours will not be counted as hours worked for purpose of calculating overtime.

Holiday pay will be paid in the paycheck for the work period it occurs in. Holiday pay will be determined by calculating the number of holiday hours in a work period (by multiplying the number of holidays in the pay period by eight (8) hours) and then multiplying the number of holiday hours by a factor of 1.5. The holiday hours determined by this calculation will then be paid at the Member's current regular rate of pay for the work period.

EXAMPLE: The Holiday Pay for the work period containing both Thanksgiving and the day after Thanksgiving will be calculated as follows: Two holiday days times eight hour equals 16 holiday hours; 16 holiday hours times 1.5 equals 24 holiday hours for that pay period. The 24 holiday hours will then be paid at the Member's regular rate of pay for the pay period.

## **ARTICLE 7**

### **LIFE INSURANCE**

The City will provide life and dismemberment insurance coverage in the amount of one thousand dollars (\$1,000) for each one thousand (\$1,000) of a Member's "current equivalent annual pay," up to a maximum coverage of \$100,000. A Member's "current equivalent annual pay," for purposes of this Article 7 only, shall be calculated by multiplying the employee's regular rate of pay at the time by two thousand nine hundred ninety (2,990) hours, rounded to the nearest thousand dollars. The City will continue to meet State statutes concerning life insurance benefits.

## **ARTICLE 8**

### **HEALTH AND DENTAL INSURANCE**

#### **A. Health and Dental Coverage:**

1. The City will pay up to 100% of the member's monthly health and dental premiums but not more than the actual cost of the lowest health and dental premium. The members agree to pay any additional amount above the lowest health and dental premium plan.
2. The City will continue to pay the approved amount for dependent coverage per month, but not less than 70% of the dependent premium for the lowest health and dental premium plan. The member agrees to pay any additional premium above that amount for dependent coverage.

- B. In the event that a Member is killed while on duty, or while performing Fire Department function as determined by the City, the City will continue to pay the full monthly COBRA health insurance monthly premium for the Member's spouse and all eligible dependents of the Member in accordance with City policy. The cost to the City will be reduced by any amount the spouse is eligible to receive through other sources such as other employer coverage, etc. Benefits under this provision shall terminate for a spouse when the first of the following occurs: (a) The spouse remarries; or (b) the spouse becomes eligible for Medicare/Medicaid. Benefits under this provision shall terminate for a Member's child when the child reaches the age of 18, age 25 if the child is enrolled as a full-time student at an accredited college or university, or any greater age as required by the state or federal law.

## **ARTICLE 9**

### **TUITION ASSISTANCE**

The City, in accordance with personnel regulations of the City, shall offer Members tuition reimbursement assistance. Members shall be allowed to attend College Fire Related Courses and other courses approved by the Fire Chief. Each Member who wishes to be reimbursed must receive written approval from the Fire Chief and the City Manager prior to enrolling in the course. A Member must obtain a grade equivalent of "C" or better in order to be reimbursed.

Subject to funding availability, the City agrees to assist Members in their pursuit of additional training and higher education in courses related to their employment responsibilities and promotion opportunities, including core courses in a degree program, but excluding non-job related electives not approved as core courses in the degree program.

- A. Courses must be from a fully accredited college, university or approved technical/ trade/ business school. Online courses will be eligible for a reimbursement using the same criteria of a maximum of six credit hours based on a fifteen (15) week college semester.
- B. Each Member who wishes to be reimbursed must receive written approval from the Fire Chief and the City Manager prior to enrolling in the course.
- C. Reimbursement will be at 80% of the tuition, and required lab fees, charged per credit hour up to a maximum of \$4,000 per fiscal year. For undergraduate classes, reimbursement shall be paid at the end of each semester upon presentation of proof of each course passed with a "C" grade or higher, or its equivalent where letter grades are not used. For graduate classes, reimbursement shall be paid at the end of each semester upon presentation of proof of each course passed with a "B" grade or higher, and presentation of receipt for tuition costs.
- D. Members shall not be reimbursed for non-tuition expenses such as administration fees, books, recreation fees, etc.
- E. The amount of reimbursement shall be reduced by any financial assistance the Member receives from any outside source. When applying for tuition reimbursement, the Member shall notify the Human Resources Department of any financial assistance received from an outside source.

Financial assistance does not include loans or other debt instruments.

- F. The courses must be taken on a Member's personal time and the Member will have personally paid the fee for which the Member is requesting reimbursement.
- G. Any Member who resigns or is discharged for any reason prior to completion of a course will not be eligible for reimbursement.

## **ARTICLE 10**

### **UNIFORM ALLOWANCE**

Sworn full time Unit personnel will be entitled to receive reimbursement for authorized original issue and/or maintenance of uniforms up to seven hundred twenty-nine (\$729) dollars per fiscal year, with no carryover to the next fiscal year. Orders for uniforms may be placed through approved vendors as determined by the City. All reimbursement requests shall include paid receipts and will require approval of the Fire Chief prior to submission to the Finance Department. The Fire Chief shall be the final authority with regard to eligible reimbursement items.

## **ARTICLE 11**

### **OVERTIME**

- A. All overtime will be paid in accordance with the regulations of the Fair Labor Standards Act (FLSA). Personnel classified as exempt under the FLSA are not eligible for overtime. Overtime shall be worked and shall be allowed if assigned by the Fire Chief or his designee. Overtime will be calculated and paid at one and one-half (1-1/2) times the Member's regular rate of pay for all hours worked in excess of one hundred thirty-six (136) hours in an eighteen (18) day work period. Overtime will be calculated and paid at one and one-half (1-1/2) times the Member's regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work period for Members assigned to that schedule.
- B. Except as otherwise provided in Article 13, Paid and Unpaid Leave, below, hours worked shall not include paid annual leave (vacation) compensatory time, sick leave, bereavement, holiday leave pay, Association business leave, and/or any other comparable hours (including non-disciplinary administrative leave time) during which the Member is not performing services for the City.
- C. In the event the State of Arizona or the United States imposes upon the City any additional form of leave, paid or unpaid, for the purpose of family or child assistance, such leave shall not be considered as time worked for purposes of the regularly scheduled work week.

## **ARTICLE 12**

### **WORKING OUT OF CLASS**

Members who are temporarily upgraded for a full 24 hours by management to perform

substantially the full range of duties and responsibilities of a higher level of classification ("working out of class") or to conduct arson investigation will receive:

- A. If the Member is assigned to conduct arson investigation during any twenty-four (24) hour work period, or not required to "work out of class" beyond one full work period, the Member shall be paid an additional seventy-five dollars (\$75) for each twenty-four (24) hour work period the Member is required to "work out of class." Paragraph B does not apply to arson investigation.
- B. If a Member is continually assigned to "work out of class" for a period of time that extends beyond the established work period as identified in Article 11A, the Member shall be paid during the second and subsequent continuous work periods a rate of pay that is the greater of the minimum of the pay range in that classification or a five percent (5%) increase during the remainder of the time the Member is on the assignment. If the Member continues to act in the higher classification for the period of one (1) year, the Member will be permanently assigned to that step in the pay scale.

**ARTICLE 13**

**PAID AND UNPAID LEAVE**

All leaves of absence shall be granted in accordance with federal and state law, and the City of El Mirage Personnel and Procedures.

A. Vacation Leave

- 1. Members who are regularly assigned to a 40-hour work week shall accrue vacation leave at the rate set forth in the City's Personnel Manual. For the purpose of vacation leave accrual only, a Member whose average work week is 56 hours shall not be considered as regularly assigned to a 40-hour work week while temporarily assigned to light duty or on industrial leave or educational leave. They shall continue to accrue vacation leave based on a 56-hour work week.
- 2. Members hired on or after January 1, 2004, who regularly are assigned to an average 56-hour work week shall accrue vacation leave at the rates set forth in the following schedule:

Level	Shifts per Year (Hours)	Accrual Rate Per Pay Period (Hours)
0-5 Years	8 (192)	7.3846
6- 10 Years	10 (240)	9.2308
11- 15 Years	12 (288)	11.0769
16+ Years	15 (360)	13.8462

- a. The maximum accrual of vacation hours for any Member is five hundred seventy-six (576) hours. Vacation leave shall be deducted from a Member's accrued vacation leave on an hour-for-hour (1 for 1) basis.
- b. Members may begin to utilize vacation leave after one (1) year of employment.

- c. Upon termination of a Member's employment, whether with or without cause, the Member shall be paid the Member's vacation accrual balance at the Member's regular rate of pay at the time of termination.
3. Members hired on or before December 31, 2003 who regularly are assigned to an average 56-hour work week shall accrue vacation leave at the rates set forth in the following schedule:

Level	Accrual Rate Per Pay Period	Maximum Carryover Hours
0-2 Years	3.0769	160.0
2-5 Years	3.6923	192.0
5- 10 Years	4.6153	240.0
10 +Years	6.1538	320.0

- a. There are four different levels and each level has its maximum amount of vacation hours. Each employee is allowed to carry over to the next year up to the applicable maximum carryover amount.
- b. Vacation leave shall be deducted from a Member's accrual bank on a 3 for 1 basis. By way of example, a Member who takes six hours off for vacation time will only have two hours deducted from the Member's vacation accrual bank.
- c. At the time of termination, whether with or without cause, Members shall be paid their vacation leave balance at the Member's regular rate of pay at the time of termination. A Member's vacation leave balance at the time of termination will not be paid at a 3 to 1 rate.

**B. Vacation Leave Pay**

An employee who has completed a minimum of two (2) years of service with the City and who has used a minimum of one hundred twelve (112) hours of vacation leave in the previous twenty-four months may request to be paid any portion of the employee's accrued vacation hours in excess of fifty-six (56) hours (a minimum of 56 hours must remain in the accrual) at the employee's current regular rate of pay at the time of the request. The City Manager may deny a request for payment of accrued vacation leave if the City Manager determines, in his/her sole discretion, granting such request will create a financial hardship to the City.

**C. Sick Leave**

- 1. Members hired on or after January 1, 2004 who regularly are assigned to an average 56-hour work week shall be entitled to sick leave with pay. Members will accrue sick leave at the rate of 7.3846 hours per pay period (equivalent of 8 shifts per year) with no maximum accrual limit. Sick leave shall be deducted from a Member's accrued sick leave on an hour-for-hour basis.

2. Members hired on or before December 31, 2003, who regularly are assigned to an average 56-hour work week, shall be entitled to sick leave with pay. Members will accrue sick leave at the rate of 3.69 hours per pay period with not maximum limit. Sick leave shall be deducted from a Member's sick leave accrual bank on a 3 for 1 basis. By way of example, a Member who takes six hours off for sick time will only have two hours deducted from the Member's sick leave accrual bank.
3. Members who are regularly assigned to a 40-hour work week shall accrue sick leave with pay at the rate set forth in the City's Personnel Manual. For purposes of sick leave accrual only, a Member whose average work week is 56 hours shall not be considered as regularly assigned to a 40-hour work week while temporarily assigned to light duty or on industrial leave or educational leave. They shall continue to accrue sick leave based on a 56-hour work week.

#### D. Sick Leave Conversion at Termination

1. Members hired on or after January 1, 2004 - Members who have accumulated a minimum of three hundred and sixty (360) hours of unused sick leave and have worked for the City at least ten (10) years will be eligible at the time of termination from the City, in good standing, to payment of an amount of compensation equal to twenty percent (20%) of the total accumulated unused sick leave hours at the Member's regular hourly rate at the time of termination.
2. Members hired on or before December 31, 2003 - Members who have accumulated a minimum of one hundred and twenty (120) hours of unused sick leave and have worked for the City as least ten (10) years will be eligible at the time of termination from the City, in good standing, to payment of an amount of compensation equal to forty (40%) percent of the total accumulated unused sick leave hours at the Member's regular hourly rate at the time of termination.
3. Death of a Member while employed by the City - In the event of a Member's death while employed by the City of El Mirage, the City shall pay to the Member's designated beneficiary, regardless of the number of years the Member has worked for the City prior to the time of death, an amount of compensation equal to the following:
  - (a) For Members hired on or after January 1, 2004, twenty percent (20%) of the Member's total accumulated unused sick leave hours at the Member's regular hourly rate at the time of death.
  - (b) For Members hired on or before December 31, 2003, forty percent (40%) of the Member's total accumulated unused sick leave hours at the Member's regular hourly rate at the time of death.
4. For purposes of this section, regular hourly rate includes any additional compensation that has been added to the base hourly rate.

#### E. FMLA

Any leave of absence governed by the Federal Family and Medical Leave Act (FMLA) is subject to the terms of the FMLA, notwithstanding anything stated in this Section.

#### F. Industrial Leave (On duty or work-related injuries)

1. All Members are covered by Worker's Compensation Insurance beginning with the first day of employment. Worker's Compensation provides State prescribed medical and hospitalization expense benefits, as well as partial compensation in lieu of salary for lost time for workers injured on the job.
2. Industrial leave is not accrued, but is available through the State Industrial Commission in conjunction with State law and City policy.
3. If a Member is injured while on duty, the City of El Mirage shall supplement the injured Member's Worker's Compensation pay for up to three (3) months. Supplemental pay will be paid only if the Member cannot return to duty (regular or modified). When the check from the City's Worker's Compensation Insurance carrier is received, the Member must endorse the check back to the City. Lost time while on Industrial leave will run concurrent with Family Medical Leave.
4. This supplemental pay duration is three (3) months, except under extraordinary circumstances approved by the Fire Chief and City Manager. A Member requesting extraordinary circumstances shall request a review by the Glendale Fire Department Health Center physician. Upon review, the physician may recommend the extension of the supplemental pay in 30-day increments not to exceed six (6) months. After Worker's Compensation payment so that the Member will continue to receive the same rate of pay prior to the injury or illness.
5. Members who agree to participate in the Fire Department's health centers consultation and rehabilitation program shall continue to receive 100% of their current rate of pay while off duty due to an industrial injury based on current practices, which is a maximum of one (1) year per injury. Thereafter, the rate becomes 66-2/3% based on current State law and the current maximum payment under Worker's Compensation.
6. If there is a disagreement in treatment between the Fire Department physician and the employee's physician, the two physicians, along with the City of El Mirage, shall agree on a third physician whose decision shall be the final authority. Employees who refuse to adhere to the above conditions shall only receive 66-2/3% based on current State laws and the current maximum monthly rate allowed. If a Member receives 66-2/3%, he/she may use sick leave, vacation leave, or compensatory time to make up the difference between 66-2/3% and

100%.

7. The rate of pay for purposes of this Article 13, paragraph F, shall mean the Member's regular rate as outlined on the attached wage schedule shown as Attachment "A" prior to the injury. For purposes of this Article 13, paragraph F, the rate of pay shall not include bilingual pay or paramedic pay.
8. If a Member who has sustained an on-duty or work-related injury is assigned to work a "light duty" assignment, the Member's rate of pay while on the "light duty" assignment will include any paramedic and bilingual pay the Member earned prior to the injury.

#### G. Limited Alternate Assignment (Off duty injuries)

The City may, at its sole discretion, provide limited alternate assignments for Members who are unable to perform the essential functions of their positions, with or without reasonable accommodations, due to temporary injuries or illness, physical or mental, that are not covered by Worker's Compensation.

The limited alternate assignment (for off-duty injuries/illness) will not exceed a period of sixty (60) calendar days, unless to do so would be in the best interest of the City. Any extension of the sixty (60) calendar days will be with the recommendation of the Fire Chief and require approval of the City Manager.

Actual hours worked on light duty related to an off-duty injury will count as 1.4 hours worked for purposes of achieving the Fair Labor Standards Act (FLSA) 18 day cycle overtime. Actual hours worked in excess of 144 hours in an 18 day cycle will be paid at overtime rates.

#### H. Bereavement Leave

Bereavement leave is available to any Member for the purpose of attending to family needs that arise in connection with the death of a Member's immediate family.

Immediate family shall be defined as: (1) the Member's spouse, parent, child, brother, sister, grandparent, or grandchild; (2) the Member's spouse's parent, child, brother, or sister; (3) the Member's child's spouse. The City Manager may give special consideration for the death of a person other than a Member's immediate family if the deceased's association with the Member was similar to any of the above relationships, including any person who has been a parent substitute to the Member.

Emergency vacation or compensatory time may be requested for family members not considered as immediate family.

Bereavement leave will be permitted in the following amounts:

1. Forty-hour employees - Forty (40) hours of bereavement leave shall be provided for the death of an immediate family member.

2. Employees regularly assigned to a 48/96 schedule- Sixty (60) hours of bereavement leave shall be provided for the death of an immediate family member.

Bereavement leave shall be counted as hours worked for purposes of calculating FLSA overtime, but only in an amount needed to bring a Member's total hours worked for a work period to one hundred forty-four (144) hours.

#### I. Limited Use of Accrued Leave as Hours Worked

Accrued vacation leave shall be counted as hours worked for purposes of calculating FLSA overtime when a Member missed a regularly scheduled shift(s) due to vacation, illness or injury, but only in an amount needed to bring a Member's total hours worked for a work period to one hundred forty-four (144) hours. Sick leave shall never be counted as hours worked. Vacation hours that increase a Member's hours for a work period above one hundred forty-four (144) hours shall not be counted as hours worked and shall be paid at straight time. A Member who has taken time off that would be covered under sick leave may, at the Member's option, request the use of vacation time instead of sick leave in order to bring the Member's total hours worked for the work period to one hundred forty-four (144) hours.

Example A - A Member takes 24 hours of vacation during a work period and does not work any additional time other than the Member's regularly scheduled time. The Member's hours worked without the vacation time would be 120 hours. The entire 24 hours of vacation shall be considered hours worked so the Member's total hours worked for purposed of calculating overtime for the work period will be 144 hours. This Member would be paid 136 hours at straight time and 8 hours at time and one half.

Example B- A Member takes 12 hours off for vacation, but also works 30 extra hours beyond the Member's regularly scheduled time. Since this Member will have 162 actual hours worked in the work period, none of the vacation leave time is needed to bring the total hours worked up to 144 hours. Therefore, none of the 12 hours of vacation leave will be counted as hours worked for purposes of calculating overtime. This Member would be paid 132 hours worked at straight time, 12 hours vacation at straight time, and 26 hours as overtime at time and one half (132 hours worked plus the additional 30 hours worked equals 162 actual hours worked. Subtracting the FLSA hours (136) for an 18-day work period leaves 26 hours to be paid at time and one half and the 12 hours of vacation to be paid at straight time).

Example C - A Member takes 48 hours of vacation, but also works 24 hours outside the Member's regularly schedule time. This Member will only have 120 hours of actual hours worked in the work period. Therefore, 24 hours of the vacation hours will be counted as hours worked in order to bring the total hours worked for this work period to 144 hours. The remaining 24 hours of vacation time will not be considered hours worked for purposes of calculating overtime. This Member will have a total of 168 hours reported (120 actual worked and 48 vacation), 8 hours of which will be paid at time and one half and 160 hours paid at straight time. [The overtime is the difference between the 144 hours worked (120) actual hours worked plus 24 hours vacation time to bring hours worked to 144 hours), less the FLSA hours

(136) for an 18-day work period. The remaining 160 hours are paid at straight time].

Example D - A Member becomes ill during a shift and leaves after working only 18 hours. This Member has 30 hours (48-hour shift less 18 hours worked) that qualify for use of sick leave. If the Member uses sick leave, and does not work any other time outside the Member's regularly scheduled time, the Member will be paid 144 hours at straight time (114 hours worked plus 30 hours sick leave). However, if the Member requests to charge vacation leave rather than sick leave for the 30 hours, the Member would be paid 130 hours at straight time and 8 hours at time and one half.

## **ARTICLE 14 STAFFING**

It is understood there will be three (3) Battalion Chief positions which are not covered by this memorandum of understanding (Reference: Article 1 Membership). The minimum level of staffing for the El Mirage Fire Department shall be four (4) Members each shift assigned to an Engine, consistent with current Phoenix Regional Dispatch Consortium staffing requirements.

## **ARTICLE 15**

### **HEALTH AND SAFETY COMMITTEE**

A Fire Department Safety Committee shall be established in accordance with department policy to address safety issues including, but not limited to NFPA 1500, NFPA 1710, OSHA, City, and departmental regulations. This policy shall not be modified without consulting the Labor/Management Committee.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURES**

- A. The City and Association agree that the procedure provided in this agreement shall be the administrative process required for grievances of this M.O.U. Grievances on issues outside the terms under this agreement may not be grieved under the provision of this agreement.
- B. Informal Resolution
  - 1. It is the responsibility of the Member who believes he/she has a bona fide complaint concerning violation of the M.O.U. to promptly inform and discuss it with his or her supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
  - 2. If such informal discussion does not resolve the problem to the Member's satisfaction, and if the complaint constitutes a grievance as herein defined, the Unit Member may file a formal grievance in accordance with the procedures set forth herein below.
- C. Definition of Grievance

1. A "grievance" is a written allegation by a Unit Member, submitted in a timely manner in accordance with this provision, alleging specific violations of the terms of this Memorandum which are alleged to be violated and the specific remedy request. Failure to identify the specific provision of the Memorandum and the specific remedy shall automatically terminate the grievance.
2. A "Unit" grievance is a written allegation by which the Association, submitted as herein specified, charges violation(s) of the specific express terms of the Memorandum that involved the entire unit and not the merely a specific application of this Memorandum to one or more employees.

#### D. Procedures

1. Unit grievances shall skip Steps 1 and 2 and shall commence at Step 3.
2. In processing a formal grievance, the following procedures shall apply:

##### STEP 1:

The unit employee shall reduce the grievance to writing by signing and completing all parts of the Grievance form provided by the City, and submit it to his or her immediate supervisor as designated by the City within fourteen (14) calendar days of the event giving rise to the grievance. Either party may then request that a meeting be held. The supervisor shall, within fourteen (14) calendar days of having received the written grievance, or such meeting, whichever is later, submit a response thereto in writing to the grievant and the grievant's representative, if any.

##### STEP 2:

If the response to the first level of review does not result in a resolution of the grievance, the grievant may appeal by signing and completing the form and presenting it to the Battalion Chief as designated by the Fire Chief, within seven (7) calendar days of the grievant's, or representative's receipt of the Step 1 response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within seven (7) calendar days of having received the appeal, or the meeting, whichever is later, the Battalion Chief, as designated by the Fire Chief, shall submit a response to the grievant and the grievant's representative, if any.

##### STEP 3:

If the response of the second-level review does not result in a resolution of the grievance, the grievant may appeal by signing and completing the form and presenting it to the Fire Chief within seven (7) calendar days of the grievant's receipt of Step 2 response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within twenty-one (21) calendar days of having received the written grievance, or the meeting whichever is later, the Fire Chief shall submit a response

to the grievant and the grievant's representative, if any.

STEP 4:

If the response of the third level of review does not result in a resolution of the grievance, the grievant and the Association may submit the grievance to a Grievance Committee for a review and recommendation within seven (7) calendar days of the receipt of the Step 3 response. The Grievance Committee shall include two representatives of the City Manager and two representatives of the Association. These four individuals will review the grievance and make a recommendation for resolution of the grievance, within fourteen (14) calendar days of having received the appeal. If a resolution does not resolve the grievance, and if both parties agree, Step 5 may be skipped and the grievance may be submitted to the City Manager for resolution.

STEP 5:

If the response of the fourth level of review does not result in a resolution of the grievance, the grievant and the Association may jointly invoke the Step 5 procedures. Department management and the grievant, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit them a list of seven arbitrators who have experience in the public sector. The parties shall, within seven (7) calendar days of receipt of the said list, select the arbitrator by striking names from the said list until one name remains. Such person shall then become an arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- a. The arbitrator shall neither add, detract nor modify the language of the Memorandum or departmental rules and regulations in considering issues properly before him.
- b. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not submitted to him.
- c. Applicable federal, state, and City law shall bind the arbitrator.
- d. The arbitrator shall, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.
- e. The cost of the arbitrator and any other mutual incurred costs shall be borne equally by the parties.

STEP 6:

If Step 5 does not resolve the grievance, either party may submit the grievance to the City Manager. The City Manager may accept, modify, or reject the arbitrator's recommendation and shall submit his/her decision in writing to the grievant and his designated representative within twenty (20) calendar days of receipt of the written arbitrator's recommendation.

## TIME LIMITS

Failure of the departmental representatives to comply with time limits specified in Step 1 and 2 shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with the said time limit shall constitute abandonment of the grievance. However, the parties may extend time limits by mutual written agreement in advance.

## **ARTICLE 17**

### **PROHIBITION OF STRIKES AND LOCKOUTS**

The Association pledges to maintain unimpaired firefighting and related support services as directed by the Fire Chief. It shall not cause, condone, counsel, or permit its Members, or Unit personnel, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede, or otherwise impair the normal functions and procedures of the department.

## **ARTICLE 18**

### **FISCAL CRISIS**

- A. The parties to this agreement acknowledge that in the event of a fiscal crisis, the City may request the Member organization to modify this Memorandum of Understanding for the purpose of including alternatives to temporary reductions in force or the permanent elimination of position in the City employment.
- B. The term fiscal crisis shall include, but shall not be limited to, a loss of state revenues, reduction in City sales tax revenues, failure of votes to approve expenditure limitations, expenditures limits imposed on the City by the State Legislature or courts after the effective date of this MOU, a monetary judgment against the City that exceeds or is not covered by the City's insurance coverage, or emergency increase in expenditures not included in the regular City budget.
- C. The City shall provide the Association with a request to re-open the Memorandum specifying the specific actions requested. The Association shall have ten (10) days to accept or reject the request. If the Association accepts the request, the process shall be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under federal, state, and City law.

## **ARTICLE 19**

### **SAVING CLAUSE**

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby. Upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision, or that such a substitute provision is not indicated.
- B. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain wages and premium pay provisions of this MOU, and that this MOU shall be administered in compliance with the FLSA for so long as the act is applicable.
- C. It is understood by both parties that the benefits provided by this MOU in Articles pertaining to Association Rights, Employee Rights, Grievance Procedure and Articles constituting labor management joint endeavors conducted under this MOU, shall not be interpreted as requiring the employer to count as time worked any hours of fractions thereof spent outside the Member's work shift in pursuit of such benefit. The employer shall count as time worked any hours or fractions thereof spent within the employee's regular work shift in pursuit of such benefit.

## **ARTICLE 20**

### **TERMAND EFFECT**

- A. This Memorandum of Understanding, as amended, shall be effective as of 1st day of July, 2016 and shall remain in full force and effect to include all pay and benefits until the 30<sup>th</sup> day of June 2019, or until such time as it is superseded by a new Memorandum of Understanding between the parties, whichever occurs later.
- B. The City shall not be required to meet and confer concerning any other matters, covered or not covered herein, during the terms of this Memorandum of Understanding.
- C. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement supersedes any of its provisions.
- D. This Memorandum shall only be amended in writing signed by both parties and approved by the City Council.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF EL MIRAGE

EL MIRAGE FIRE FIGHTERS ASSOCIATION

BY:

BY:

\_\_\_\_\_  
Dr. Spencer A. Isom, City Manager

\_\_\_\_\_  
Christopher Richardson, Association VP

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert M. Hall, City Attorney

\_\_\_\_\_  
Witness

ATTEST:

\_\_\_\_\_  
Sharon Antes, City Clerk

ATTACHMENT "A"

City of El Mirage  
Fire MOU Pay Scale  
FY 2017-2019

Annual Salary is based on hourly rate times 3003 hours

Position Title	Hourly Minimum	Hourly Midpoint	Hourly Maximum	Annual Minimum	Annual Midpoint	Annual Maximum
Firefighter	15.49	18.59	21.69	46,522	55,826	65,130
Fire Engineer	18.58	22.29	26.01	55,781	66,937	78,093
Fire Captain	22.19	26.63	31.07	66,642	79,970	93,298

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>02/11/2016</u>	<b>TYPE OF ACTION:</b>  <u>    </u> RESOLUTION #	<b>SUBJECT:</b> Consideration and action to authorize the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along Varney Road between 129 <sup>th</sup> Avenue and 127 <sup>th</sup> Avenue in an amount not to exceed, \$181,845.00 including contingency.
<b>DATE ACTION REQUESTED:</b> <u>03/01/2016</u>	<u>    </u> ORDINANCE #	
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> OTHER: Contract	

<b>TO:</b> Mayor and Council
<b>FROM:</b> Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer
<b>RECOMMENDATION:</b> Approval to authorize the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along Varney Road between 129 <sup>th</sup> Avenue and 127 <sup>th</sup> Avenue in an amount not to exceed \$181,845.00, including contingency.
<b>PROPOSED MOTION:</b> I move we approve entering into a contract with Axiom Contracting, LLC as recommended.
<b>ATTACHMENTS:</b> Axiom Contracting, LLC Offer and Bid Tabulation (Plans and City Specifications for this project are on file in the City Clerk's office for review)

**DISCUSSION:** This project will install an 8-inch ductile iron water main, three hydrants and three water services along Varney Road between 129<sup>th</sup> Avenue and 127<sup>th</sup> Avenue to provide adequate looping and additional fire protection in this area of the City. Six bids were received and Axiom Contracting is the lowest responsible bidder for the project. The amount requested will allocate \$165,313.55 for construction and \$16,531.45 in contingency.

**FISCAL IMPACT:** \$181,845.00

**DEPARTMENT LINE ITEM ACCOUNT:** 53-408-698

**BALANCE IN LINE ITEM IF APPROVED:** \$90,845.00

Finance Director:

Robert Nilles  
Robert Nilles

2/25/16  
Date

Approved as to form:

Robert M. Hall 2/23/16  
Robert M. Hall, City Attorney      Date

City Manager:

Dr. Spencer A. Isom  
Dr. Spencer A. Isom

2/25/16  
Date

**CITY OF EL MIRAGE  
BID DOCUMENTATION**

**BID REQUEST:** El Mirage Rd. Water Main Replacement Varney Road – EM15—W02

**OPENING DATE:** 2.25.2016    **TIME:** 10:00 AM    **PLACE:** Grand Conference Room

**REQUIRED AS PER SPECS:**

- ✓ (A) Notice of Invitation to Bid (Pg. 2)                      (D) Bid Schedule (34 & 35)
- ✓ (B) Questionnaire (Pg. 26 & 27)
- ✓ (C) Bid Bond (Pg. 28)
- ✓ (D) List of Subcontractors (Pg. 29)

<b>VENDOR:</b> <u>Axiom Contracting L.L.C.</u>
<b>ADDRESS:</b> <u>P.O. Box 6180    Peoria, Az 85385</u>
<b>TELEPHONE:</b> (    ) _____ <b>FAX:</b> (    ) _____
<b>E-MAIL:</b> _____
<b>BID AMOUNT:</b>
Total Project Cost                      \$ <u>165,313.55</u>

**ACKNOWLEDGMENT OF RECEIPT:**

Edith W. Hoover                      Linda Capriotti  
City Clerk                                      Witness

# **VARNEY ROAD WATER MAIN EXTENSION**

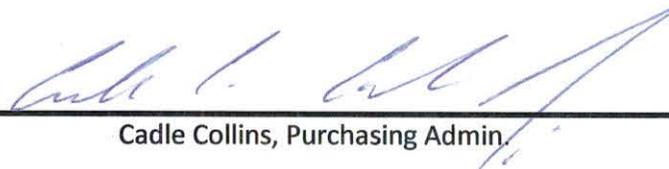
**Project Number EM15-W02**

*Bid Opening: Thursday, February 25, 10:00AM*

<b>VENDOR</b>	<b>TOTAL BID</b>	<b>RANK</b>
<b>AXIOM</b>	<b>\$165,313.55</b>	<b>1</b>
<b>RK SANDERS</b>	<b>\$168,485.89</b>	<b>2</b>
<b>SUNLAND</b>	<b>\$171,093.00</b>	<b>3</b>
<b>REDPOINT</b>	<b>\$174,772.76</b>	<b>4</b>
<b>J. WISE CORP</b>	<b>\$201,999.00</b>	<b>5</b>
<b>SDB</b>	<b>UNRESPONSIVE</b>	



Sharon Antes, City Clerk



Cadle Collins, Purchasing Admin.



# City of El Mirage, Arizona

## Notice of Invitation to Bid



Invitation to Bid No: **EM15-W02** Bid Due Date: **February 24, 2016**

Materials and/or Services: **Varney Road Water Main Extension** Time: 1:00 p.m., Arizona time

Bid Location: **City Hall** Contact: **Cadle Collins**  
**12145 NW. Grand Ave** Email: [ccollins@cityofelmirage.org](mailto:ccollins@cityofelmirage.org)  
**El Mirage, Arizona 85335**

In accordance with City of El Mirage Procurement Code competitive sealed bids for the material or services specified will be received by the City of El Mirage DCS - Engineering at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of El Mirage DCS - Engineering on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of El Mirage Procurement Code. *Bids shall be submitted in a sealed envelope with the Invitation to Bid number and the bidder's name and address clearly indicated on the front of the envelope.* All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation to Bid Package.

### OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation to Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of El Mirage Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege  
Tax License Number: 21034544

For clarification of this offer contact:  
Name: Tracy Brisbin

Federal Employer Identification  
Number: 47-1035062

Telephone: 623-594-8001

Axiom Contracting, LLC  
Company Name

[Signature]  
Authorized Signature for Offer

PO Box 6140  
Address

Joshua Garcia  
Printed Name

Peoria AZ 85345  
City State Zip Code

Member / President  
Title

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:  
  
Sharon Antes, City Clerk

City of El Mirage, Arizona. Eff. Date: \_\_\_\_\_

Approved as to form:  
  
Robert Hall, City Attorney

Awarded on \_\_\_\_\_  
  
Dr. Spencer A. Isom, City Manager

City Seal



**BID SCHEDULE - ADDENDUM No. 2**

**VARNEY ROAD WATER MAIN EXTENSION**  
Solicitation Number: EM15-W02

DCS - Engineering Department  
12145 NW Grand Avenue  
El Mirage, AZ 85335  
Phone: (623) 876-2974  
Fax: (623) 933-8418

Due: **February 25, 2016**  
**10:00 AM**, Arizona Time  
Varney Road Water Main Extension  
EM15-W02

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST IN WRITING	UNIT COST IN FIGURES	TOTAL
1	105.01 CONSTRUCTION STAKES, LINES AND GRADES	LS	1	One Thousand Nine Hundred Dollars	1900.00	1900.00
2	107.01 COMMUNITY RELATIONS SUPPORT	ALLOW	1	Two Thousand Dollars	\$2,000.00	\$2,000.00
3	109.01 MOBILIZATION / DEMOBILIZATION	LS	1	Four Thousand Dollars	4000.00	4000.00
4	336.01 TRENCH BACKFILL OF WATER LINE, COEM WATER NOTE 20 AND DETAIL A	LF	550	Fifteen Dollars	15.00	8250.00
5	336.02 TRENCH BACKFILL OF WATER LINE, DETAIL B	LF	660	Five Dollars	5.00	3300.00
6	336.03 AC PAVEMENT REPLACEMENT (4" AC ON 8" ABC SECTION), COEM WATER NOTE 20 AND DETAIL A	SY	240	Sixty Dollars	60.00	14,400.00
7	336.04 AC PAVEMENT REPLACEMENT (2.5" AC ON 7" ABC SECTION), COEM WATER NOTE 20 AND DETAIL A	SY	50	Fifty Eight Dollars	58.00	2900.00
8	336.05 EXISTING SURFACE REPLACEMENT, DETAIL B (2" COMPACTED MILLINGS)	SY	530	Five Dollars	5.00	2650.00
9	336.06 THICKENED PAVEMENT EDGE, MAG DTL 201, TYPE A	LF	100	Five Dollars	5.00	500.00
10	340.01 CONCRETE SIDEWALK, MAG DTL 230 (MATCH EXISTING WIDTH)	SF	290	Eight Dollars	8.00	2320.00
11	340.02 CONCRETE VERTICAL CURB & GUTTER, MAG DTL 220-1, TYPE A	LF	80	Twenty Six Dollars	26.00	2080.00
12	350.01 SAWCUT AND REMOVE EXISTING ASPHALT CONCRETE PAVEMENT	SY	560	Four Dollars	4.00	2240.00
13	350.02 REMOVE EXISTING MILLINGS	SY	260	Three Dollars	3.00	780.00
14	350.03 SAWCUT AND REMOVE EXISTING CONCRETE CURB AND GUTTER	LF	80	Three Dollars	3.00	240.00
15	350.04 SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK	SF	290	Two Dollars	2.00	580.00
16	401.01 TRAFFIC CONTROL	LS	1	Eight Thousand Dollars	8000.00	8000.00
17	610.01 8" DUCTILE IRON PIPE WATER MAIN WITH FITTINGS, CLASS 350	LF	1,100	Sixty Four Dollars	64.00	70,400.00

Contractor's Name: Axiom Contracting, LLC

	<b>BID SCHEDULE - ADDENDUM No. 2</b>			DCS - Engineering Department 12145 NW Grand Avenue El Mirage, AZ 85335 Phone: (623) 876-2974 Fax: (623) 933-8418		Due: <i>February 25, 2016</i> <b>10:00 AM</b> , Arizona Time	
	<b>VARNEY ROAD WATER MAIN EXTENSION</b> Solicitation Number: EM15-W02					Varney Road Water Main Extension EM15-W02	
ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST IN WRITING	UNIT COST IN FIGURES	TOTAL	
18	610.02	8" GATE VALVE, VALVE BOX AND COVER, MAG DTL 391-1 (TYPE A), 392 (TYPE A) AND COEM DTL 393	EA	1	<i>One Thousand Five Hundred Dollars</i>	<i>1500.00</i>	<i>1500.00</i>
19	610.03	TAPPING SLEEVE WITH 8" GATE VALVE, VALVE BOX AND COVER, MAG DTL 340, 391-1 (TYPE A), 392 (TYPE A) AND COEM DTL 393	EA	1	<i>Four Thousand Dollars</i>	<i>4000.00</i>	<i>4000.00</i>
20	610.04	REMOVE EXISTING 8" CAP AND CONNECT 8" DUCTILE IRON PIPE TO EXISTING STUB	LS	1	<i>One Thousand Four Hundred Dollars</i>	<i>1400.00</i>	<i>1400.00</i>
21	610.05	AIR RELEASE VALVE AND ASSEMBLY, CITY OF PEORIA DTL PE-395	EA	1	<i>One Thousand Six Hundred Fifty Dollars</i>	<i>1650.00</i>	<i>1650.00</i>
22	610.06	FIELD LOCATE EXISTING 8" GATE VALVE AND VALVE BOX AT EAST END OF PROJECT & <b>ADJUST TO GRADE</b>	LS	1	<i>Four Hundred Dollars</i>	<i>400.00</i>	<i>400.00</i>
23	610.07	FIRE HYDRANT AND ASSEMBLY WITH VALVE, VALVE BOX, COVER AND MARKER, MAG 362, 391-1 (TYPE A), 392 (TYPE A) AND COEM DTL 271, 360 AND 393	EA	3	<i>Five Thousand Eight Hundred Forty Dollars</i>	<i>5440.00</i>	<i>17,520.00</i>
24	610.08	1" WATER SERVICE CONNECTION FROM NEW MAIN TO CURB STOP AND FITTING, COEM DTL 325	EA	3	<i>Eight Hundred Fifty Dollars</i>	<i>850.00</i>	<i>2,550.00</i>
25	610.09	WATER METER BOX AND COVER, COEM DTL 325 (NO METER INSTALLATION REQUIRED)	EA	3	<i>One Hundred Ten Dollars</i>	<i>110.00</i>	<i>330.00</i>

Contractor's Name: <i>Axiom Contracting, LLC</i>	<b>SUBTOTAL BASE BID ITEMS</b>	<i>\$ 155,490.00</i>
	<b>TAX (6.045%)</b>	<i>\$ 9,423.55</i>
	<b>TOTAL BASE BID</b>	<i>\$ 165,313.55</i>



**ORDINANCE O16-03-03**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF  
THE CITY OF EL MIRAGE, MARICOPA COUNTY,  
ARIZONA, AMENDING SECTION §154.020  
DEFINITIONS OF TERMS (B) PERSONS, AND SECTION  
§154.107 MISCELLANEOUS REQUIREMENTS (K)  
NOISE, OF THE CITY OF EL MIRAGE CITY CODE**

**WHEREAS**, this Ordinance has been properly noticed for public hearing pursuant to the requirements of El Mirage Zoning Ordinance and the statutes of the State of Arizona set forth in A.R.S. § 9-462.03, A.R.S. § 9-462.04, and necessary hearings have been completed; and,

**WHEREAS**, excessive sound is a serious hazard to the public health, welfare, safety, and the quality of life; and,

**WHEREAS**, a substantial body of science and technology exists by which excessive sound may be substantially abated; and,

**WHEREAS**, the people should enjoy an environment free from excessive sound; and

**WHEREAS**, the Planning & Zoning Commission approved for recommendation to the City Council the proposed City Code amendments at a Public Hearing held at a Planning & Zoning Commission on February 9, 2016; and

**WHEREAS**, certain federal, state statutes, and prior county and city ordinances have established sound levels for military, commercial and private activity, which have established the legal limits for said activities which preempt alteration of those sound levels;

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the City of El Mirage, Arizona, that the City of El Mirage City Code be amended as follows:

**§154.020 DEFINITION OF TERMS.**

(B) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**PERSONS.** ~~Includes any individual or group of individuals, corporations, partnerships, associations, or any other organized group of persons, including state and local governments and agencies thereof~~ **a human being and, as the context requires, an enterprise, a public or private corporation, an unincorporated association, a partnership, a firm, a society, a government, a governmental authority or an individual or entity capable of holding a legal or beneficial interest in a property.**

**§ 154-107 MISCELLANEOUS REQUIREMENTS.**

(K) *Noise.* ~~The emission of noise from any residential, business, or industrial use shall not exceed 55 db as measured at the property line.~~ **It shall be prohibited to disturb the peace or quiet of a neighborhood, family or person by making or emitting unreasonable noise. Noise that exceeds 55 decibels, measured at the property line of the source, between 10:00 p.m. and 6:00 a.m. is presumed unreasonable.**

**PASSED AND ADOPTED** by the Mayor and Council of the City of El Mirage this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Lana Mook

Attest:

Approved as to Form:

\_\_\_\_\_  
Sharon Antes, City Clerk

\_\_\_\_\_  
Robert M. Hall, City Attorney



**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>02/22/2016</u>  <b>DATE ACTION REQUESTED:</b> <u>03/01/2016</u>  <input checked="" type="checkbox"/> <b>REGULAR</b> <input type="checkbox"/> <b>CONSENT</b>	<b>TYPE OF ACTION:</b>  <input checked="" type="checkbox"/> <b>RESOLUTION #</b> <u>R16-03-06</u> <input type="checkbox"/> <b>ORDINANCE #</b> _____ <input type="checkbox"/> <b>OTHER:</b> _____	<b>SUBJECT:</b> Consideration and action to approve resolution R16-03-06 adopting the five year Capital Improvement Plan for fiscal years 2017 through 2021.
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<b>TO:</b> Mayor and Council
<b>FROM:</b> Robert Nilles, Deputy City Manager/Finance Director
<b>RECOMMENDATION:</b> To approve resolution R16-03-06 setting the planned capital expenditures for the City of El Mirage for the next five fiscal years.
<b>PROPOSED MOTION:</b> I move to approve Resolution R16-03-06 as presented
<b>ATTACHMENTS:</b> Resolution R16-03-06

**DISCUSSION:** The City uses the five year Capital Improvements Plan as a guide for preparing future budgets as well as a planning document for the next five years of capital projects. By planning for the City's infrastructure needs in advance, an efficient, effective, reliable, and responsive pattern of capital improvements can be achieved.

**FINANCIAL IMPACT:**

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

DCM/Finance Director:

                     2/25/16  
 Robert Nilles    Date

Approved as to form:

                     2/23/16  
 Robert M. Hall, City Attorney                      Date

City Manager:

                     2/25/16  
 Dr. Spencer A. Isom    Date

**RESOLUTION R16-03-06**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING THE FY 2017–2021 CAPITAL IMPROVEMENTS PLAN FOR THE CITY;**

**WHEREAS**, the advance planning of the City’s infrastructure needs will achieve an efficient, effective, reliable, and responsive pattern of capital improvements; and,

**WHEREAS**, the City Council believes that this FY 2017-2021 Capital Improvements Plan is responsive to the opinions and analysis received through the information gathering process; and,

**WHEREAS**, the City Council believes that this FY 2017-2021 Capital Improvements Plan aims to address gaps in infrastructure; improves public safety; provides opportunities for the development of new facilities to accommodate future growth and improve services; and provide benefit to the population as a whole;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of El Mirage:

1. That certain document entitled “FY 2017-2021 Capital Improvements Plan,” attached hereto and expressly made a part hereof, is hereby adopted as the new Capital Improvements Plan of the City of El Mirage.
2. That this Resolution shall be effective at the soonest date after its passage and approval, according to law.

**APPROVED AND ADOPTED** by the City Council this 1<sup>st</sup> day of March, 2016.

\_\_\_\_\_  
Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Antes, City Clerk

\_\_\_\_\_  
Robert Hall, City Attorney



City of  
**EL MIRAGE**

Arizona

*GRAND HERITAGE. BRIGHT FUTURE!*

*Fiscal Years  
2017 – 2021*

# *Capital Improvements Plan*



Design Renderings of New City Hall Under Construction



**“Continuing a Logical and Organized Approach to Governance and Development”**

**“Emphasizing Leadership and Excellence in Public Service”**

**“Working Together to Promote a More Successful El Mirage”**

**“Incremental Growth and Development”**

**“Creating Stability and Meeting Expectations Responsibly”**

**“Innovations and Efficiency in Service Delivery”**



City of  
**EL MIRAGE**

Arizona

*GRAND HERITAGE, BRIGHT FUTURE!*

***Team Members***

**Lana Mook**  
**Joe Ramirez**  
**Roy Delgado**  
**Bob Jones**  
**Jack Palladino**  
**Lynn Selby**  
**David Shapera**

**Mayor**  
**Vice Mayor**  
**Councilmember**  
**Councilmember**  
**Councilmember**  
**Councilmember**  
**Councilmember**

**Dr. Spencer A. Isom**

**City Manager**

**Robert A. Nilles**

**Deputy City Manager/  
Administration**

**Christy Eusebio**

**Assistant Finance Director**

**Department Heads**

Resolution R-16-03-06 submitted for Council approval March 1<sup>st</sup>, 2016

## El Mirage Community Profile

**Background, Population, and Business.** Considered the gateway to the Northwest Valley of the Greater Phoenix Metro Area, El Mirage is situated on approximately 10 square miles in the heart of the rapidly growing West Valley. The city was founded in 1937 by migrant farm workers who settled on the west bank of the Agua Fria River and harvested the acres of roses, cotton, and other crops that would come to define the city's agricultural heritage. Since its incorporation in 1951, the community has transcended its agricultural beginnings to become a vibrant, diverse community with a current population of 35,332 according to the 2014 census estimates. El Mirage has become a thriving community of active residents keen on providing schools and amenities and attracting businesses while retaining a community spirit. The City's affordable housing, small town feel, and proximity to Phoenix have attracted young working families seeking their first homes, retirees looking for community cohesion and a less hurried pace, and entrepreneurs seeking expansion into new markets.



The City's logo symbolizes the Agua Fria River, as well as the rich soil and distant mountains that drew so many here long ago. Its words are simple, alluding to the "**Grand Heritage**" rooted in humble migrant beginnings, and the promise of a "**Bright Future**" that is the foundation on which El Mirage continues to distinguish itself as a livable, affordable city for all ages.

### Location

El Mirage is located in the heart of the rapidly growing West Valley, approximately 19 miles northwest of downtown Phoenix. The City is minutes away from Luke Air Force Base, the USAF's largest fighter pilot training facility in the world. U.S. Highway 60 (Grand Avenue) and a BNSF rail line border the City's northern edge, supporting economic development and easy access to Loop 101 and 303, two of the areas busiest regional highways.

In recent years, El Mirage has adopted economic development initiatives to attract new commercial and industrial businesses to the city. Impact fees normally charged for infrastructure expansion have been eliminated, and El Mirage has joined with other West Valley cities to form the Greater Maricopa Foreign Trade Zone, allowing goods to be moved through the region exempt from certain U.S. Customs fees.



Local employers include Burlington Northern Santa Fe Railroad, which operates an 82-acre vehicle distribution center in El Mirage. Vulcan Materials Group, Look Trailers, Sutter Masonry, Cemex, Hanson Pipe, Dakota Fabricating, and Contech Engineered Solutions are also among the firms representing the city's industrial base. Luke Air Force Base, just nine miles west of El Mirage, is the largest jet fighter training base in the world and employs over 1,500 civilians, many of whom are El Mirage residents.



The City of El Mirage offers a range of community facilities including a senior center, library, and YMCA. Thirteen-acre Gateway Park is the center for sports and family gatherings in El Mirage, with an amphitheater, picnic armadas, shaded playgrounds, lighted sports fields, and a skate plaza that is the first of its kind in Arizona. El Mirage is also home to Bill Gentry Park, a recently renovated little

league field that draws teams from throughout the Valley for regular play, as well as regional tournaments. Recently completed Basin Park is a 24-acre park and retention basin that boasts grassy areas, trees, and a paved walking path for informal recreational activities. The nationally renowned Pueblo El Mirage Golf Resort, situated on 310 acres, boasts an 18-hole professional golf course and has home choices, as well as a host of indoor and outdoor activities for active seniors.

The City Council has been a strong proponent of community special events such as holiday festivals, car shows, and carnivals. By all accounts, residents and others attending the various events are very appreciative of these opportunities to spend fun, quality time with their families and neighbors. El Mirage special events also offer strong support for education, sports, and human services partnerships essential to new business attraction and population growth.



***Governing Structure.*** Like most Arizona cities and towns, El Mirage operates under a council-manager form of government. Under this system, the city council hires a city manager to implement policy, as well as oversee the daily administration and management of all city departments. The city manager is responsible for developing a balanced budget and a capital improvement plan for council review and approval each year. The city manager also keeps the council advised of the city's financial condition and future needs. As City Manager, Dr. Spencer A. Isom is responsible for the activities of seven city departments and more than 170 employees. He also oversees a \$97 million budget to provide services for the city's 35,332 residents. This year's budget utilizes the theme "Continuing a Logical and Organized Approach to Governance and Development." Policymaking and legislative authority are vested in a governing council

consisting of the mayor and six councilors (One is selected as vice-mayor.). All seven members of the council are elected at large and on a non-partisan basis to serve a four-year term. Elections are staggered so three councilors are elected every two years and the mayor is elected every four years. The council is responsible for passing ordinances, adopting the budget, appointing committees, and selecting the city attorney and judge in addition to the city manager.



Dr. Spencer A. Isom –  
City Manager

**Types and Levels of Services.** The City of El Mirage provides a full range of services including police and fire protection, roadway maintenance and construction, recreational and cultural activities, health and social services, as well as general administrative services. The city provides sewer and water services to its residents, along with water services to residents in a portion of the City of Surprise. El Mirage contracts with a local sanitation company for sanitary services. Enterprise funds were established for the accounting and financial reporting of water, sewer, and sanitation services.

**Budget Process and Legal Level of Control.** The annual expenditure budget serves as the foundation for city financial planning and control. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual expenditure budget approved by the city council. All city departments are required to submit requests for appropriations during the budget process. The city manager and Finance Department use these requests plus the prior year's operating budget as the starting point for assembling a proposed budget for council consideration. The council holds a workshop to discuss the proposed budget where presentations are made to the council on revenues, expenditures, capital, staffing, and taxes. Public hearings are then held on both the budget and proposed property levies. Both the budget and the tax levy are approved by the council in June or July each year. Maricopa County is required to set the tax rate to collect the levy that the council sets. The county sets the rate on the third Monday in August. The budget schedules provided by the state are adopted at both the fund and department levels, which are the legal levels of control for the state.

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## Factors Affecting Economic Conditions

**Local Economy.** The economic goal is to create a community that provides our residents the

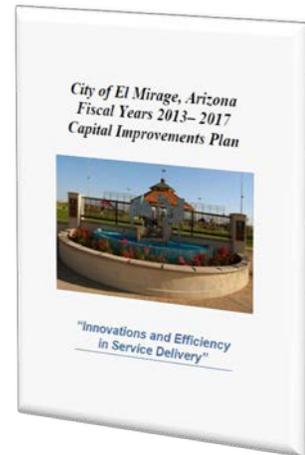


opportunity to purchase any good or service they desire without having to leave our city limits. El Mirage is approaching residential build out and subsequently has turned its focus toward retail and industrial growth resulting in the opening and expansion of a number of businesses within the City in recent years. In addition, the number of businesses licensed in El Mirage currently stands at 883. The historic recession and weaker than expected recovery have made significant commercial growth challenging, resulting in an

overreliance on state shared revenues. State shared revenues are distributions of sales, income, vehicle, and gasoline taxes based on a statewide formula that was implemented as a result of limitations placed on the ability of cities and towns to collect local revenues.

**Long-term Water Solution.** City leaders’ decisions made decades ago to forego applying for Central Arizona Project water allocations resulted in unavoidable water rate increases over the last few years. Beginning in Fiscal Year 2015, however, water rates began stabilizing and are expected to remain stable for the foreseeable future. A series of historic steps are responsible for the City’s resolution of water supply issues. The Arizona Department of Water Resources (ADWR) recommended El Mirage for a CAP allocation in January 2014, and in the fall of 2014 the City was able to purchase groundwater rights given up or “extinguished” by previous owners, which offsets the City’s groundwater use and assures its water supply for decades.

**Long-term Financial Planning.** In 2011, the Council adopted the city’s first-ever, five-year Capital Improvements Plan (CIP). The CIP was based in part on a series of goals recently adopted by the Council. The Council goals and the CIP are intended to make the city more attractive to commercial development. As part of the CIP, the city developed a five-year financial projection. The CIP is revised each year, based on expansion or reduction of the city’s commercial base.



The presence of Luke Air Force Base provides a significant employment and economic engine for the community. However, Luke’s presence has placed significant land use restrictions on large tracks of city property. Although such property is primarily zoned ‘agricultural’ at present, the city and the primary property owner have long-term plans to convert this property for commercial and industrial uses. Conceivably, this process may take thirty years to complete. Until the property owner is prepared to move forward with development, the city will concentrate on infill properties ranging in size from a few acres to more than 80 acres for continued business growth.

Given economic fluctuations at the local, state, and national levels, the city council and administration recognize the need to assure reserves are available for future revenue shortfalls. Therefore, the budget reflects a minimum General Fund reserve of \$6 million. The council approved a utility rate study in 2011 that recommended reserves for each of the three utilities ranging from one month to three months. The reserves are not budgeted. The reserves are only intended to offset shortfalls in revenue collections, not as an opportunity to increase expenditures. By resolution, the council also directed that all primary property taxes would be restricted to uses in support of police and fire operations. Through a similar resolution, the Council directed that excess funds collected from photo enforcement must be dedicated to public safety and Northern Parkway construction.

**Relevant Financial Policies.** In June 2012, the city council adopted a series of annually updated comprehensive financial management policies designed to maintain a financially viable city



government that provides an adequate level of services, programs, and activities that add value and contribute to the city's mission, while providing financial flexibility to adapt to local, regional, and national economic changes.

Policies directly related to the construction of the annual Capital Improvements Plan are provided below.

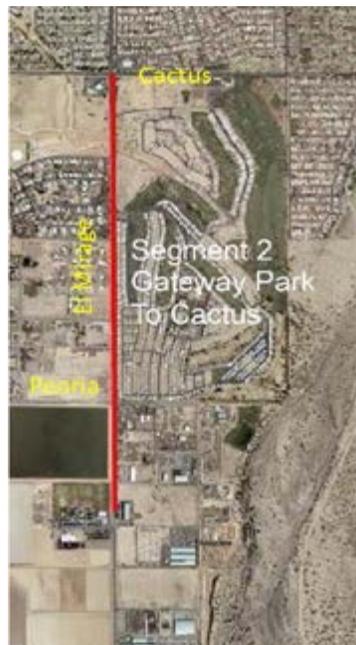
- The Finance Director will annually coordinate with the city's engineer and public works director to submit a Capital Improvements Plan for review by the city manager, then council.
- The Capital Improvement Plan shall include the following:
  - A statement of the objectives of the Capital Improvement Plan
  - An estimate of each project's/acquisition's useful life
  - An estimate of each project's/acquisition's capital costs
  - An estimate of each project's/acquisition's annual operating costs
  - An evaluation of potential funding sources for each project/acquisition
  - A schedule for each project/acquisition.
- The current year of the Capital Improvement Plan will provide the basis for the capital budget.
- When current revenues or resources are available for projects/acquisitions, the City will first consider those projects/acquisitions with the shortest useful life and/or those projects/acquisitions which are difficult to finance with debt.
- The City may not proceed with construction or acquisition until funding sources have been identified to finance a project.
- At the end of the fiscal year in which a project is completed or acquired, any remaining funds will revert to the fund balance of the funding source.

In addition to adopted policies, the city has a number of administrative procedures that may help users better understand the financial framework of the CIP. The relevant procedures are identified in the following bullets:

- The city shall maintain a prudent level of financial resources to protect against reducing service levels, incurring debt, or raising taxes and fees because of unexpected revenue shortfalls, unanticipated expenditures, and similar circumstances.
- The Finance Director shall annually prepare five-year revenue and expenditure forecasts to examine the city's ability to absorb operating costs due to changes in the economy, service demands, service levels, and capital improvements.
- The city shall fund current year capital projects with bonds, grants, or funds accumulated (fund balances) prior to incurring capital expenditures.
- The city shall practice conservatism in budgeting for both revenues and expenditures to ensure the city can meet its ongoing obligations. The city shall not budget excess funds collected (fund balance) for ongoing expenditures.

***Major Initiatives.*** The city has three major capital initiatives either started or planned that will have significant future impact on the quality of life for its citizens, while expanding infrastructure and increasing the resources available for economic development.

**El Mirage Road Corridor** - The city is partnering with Maricopa County Department of Transportation (McDOT), the Arizona Department of Transportation (ADOT), and the Maricopa Association of Governments (MAG) to complete construction of El Mirage Road from Northern Avenue to Thunderbird Road, and to complete improvements along Thunderbird Road from Grand Avenue to west of El Mirage Road. The city has bond authorization to pay for its share of the improvements. McDOT will provide \$6 million and MAG will provide 70% funding up to approximately \$36 million. The city intends to accelerate the project to complete improvements in less than five years. The original projection for project completion was approximately ten years.

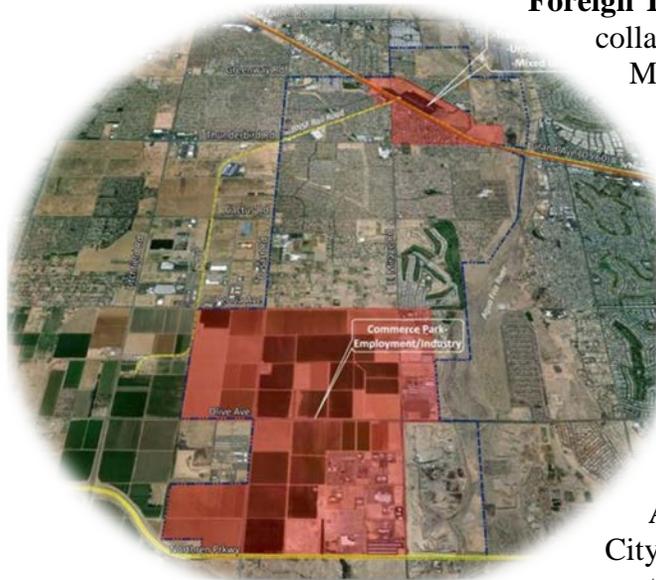
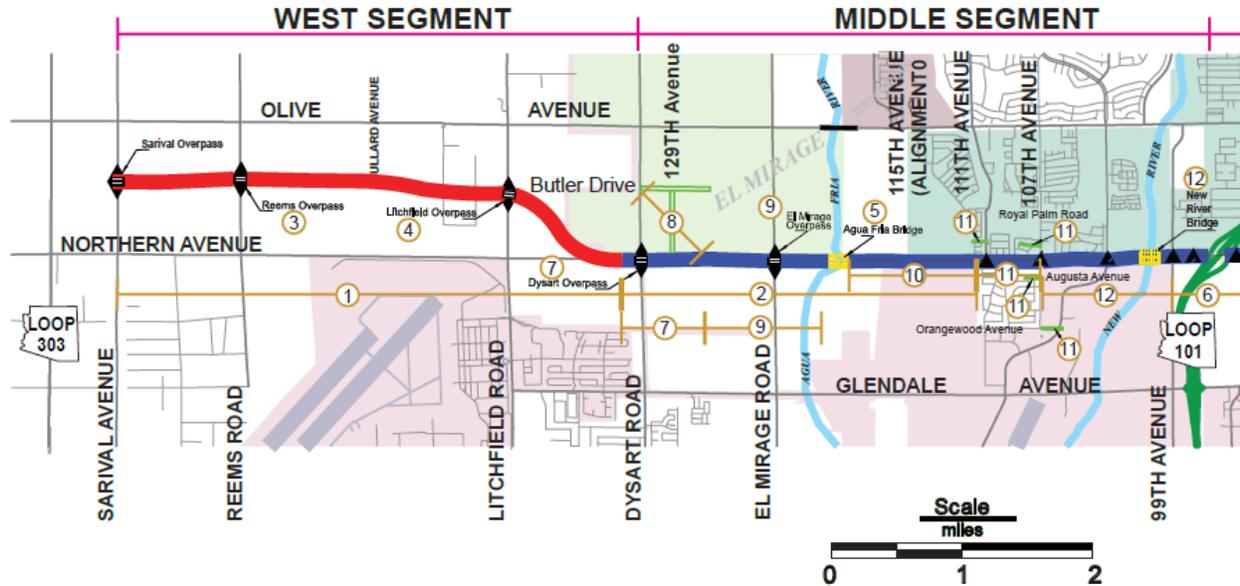


### **Downtown Street Reconstruction**

– Streets in downtown El Mirage are deteriorated and need to be reconstructed. The project will be completed in three phases. Phase I: This phase is scheduled for start-up in FY 2015-2016 and will encompass the roadways from Honcho Street west to Primrose Street between the Grand Frontage Road and Thunderbird Road. Phases II and III are scheduled for start-up in FY 2016-2018.



**Northern Parkway** – Northern Avenue is to be widened into an expressway/parkway configuration. The reconfigured Northern Parkway is designed to be a road of regional significance. Sections of the Northern Parkway project are either currently under construction or are already completed. The El Mirage portion of this regional project is slated to begin in fiscal year 2015-2016. Costs including a design concept report, design, right-of-way acquisition, and construction will be shared among project partners El Mirage, Glendale, Peoria, Maricopa County and Maricopa Association of Governments.



**Foreign Trade Zone - El Mirage** is part of a multi-city collaborative in the West Valley known as the Greater Maricopa Foreign Trade Zone. Foreign trade zones (FTZ's) are government-designated sites where foreign and domestic goods may be stored, assembled, or exhibited for sale without being subjected to U.S. Customs duties and excise taxes. In Arizona, state laws also provide reductions in real and personal property taxes to businesses that qualify for location in these zones. The El Mirage site is illustrated in the lower, red section of the map below. The site consists of approximately 400 acres zoned for commercial and industrial use south of Peoria Avenue. The El Mirage FTZ is an integral part of the City's economic development future, since it enhances competitiveness in a growing region where businesses have significant choices concerning where they wish to locate

## List of Elected City Officials



### Mayor Lana Mook

Mayor Lana Mook has called Arizona home for nearly 30 years. After retiring from approximately three decades in management, training and patient relations in the health care industry, Mook devoted much of her time to volunteering in El Mirage, pursuing her commitment to do everything she could to improve her community. With a number of other community volunteers, she co-founded the People of El Mirage (POEM), a civic-based community organization focused on helping those in need, as well as informing the public on local issues. Under her leadership, the organization promoted local support for Luke Air Force Base, raised funds for local Cub Scouts and participated in numerous food and clothing drives for the area's

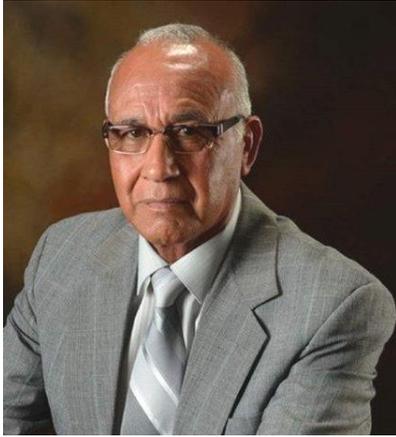
residents in need. In addition, POEM members partnered with local public safety officials to increase safety and awareness in El Mirage neighborhoods.

In 2010, Mook was elected Mayor of the City of El Mirage. She currently serves on the Executive Committee of the Arizona League of Cities and Towns, the Executive Committee of the Maricopa Association of Governments (MAG), the Executive Committee of the Western Maricopa Coalition (Westmarc), the Board of the Valley Metro/Regional Public Transportation Authority, and the Transportation Committee of the National League of Cities.

Mayor Mook has provided many years of service to a number of organizations including the Phoenix Suns Charities, the Girl Scouts of America, the U.S. Forest Service (Smokey Bear and Woodsy Owl Fire Prevention Programs), and is a past Vice-President of the Greater Phoenix American Bowling Association.

### Accomplishments

- Played a significant role in improving the City's image throughout the West Valley and the entire Phoenix Metropolitan area. This included developing a partnership with Luke Air Force Base and Supporting the F-35A mission.
- Successfully passed an \$8 million bond measure to provide El Mirage residents with a community recreational facility with swimming pool and a new police facility.
- Appointed to the League of Arizona Cities and Towns' Executive Committee consisting of 25 mayors and councilmembers from across the state. The League provides an important link among the 90 incorporated cities and towns in Arizona representing collective interests at the State Legislature and providing timely information on important municipal issues.
- Protected basic services such as public safety by successfully advocating for the rehire of four first responders for the Fire Department after they were laid off in 2010. In addition, she encouraged the police department to address speeding throughout the community with the assistance of Redflex photo radar.
- Worked to develop El Mirage's future economic base by approving projects to design quality transportation corridors throughout the City.
- Improved the appearance and quality of life of El Mirage through enhancements to Gentry Park and Grand Avenue



### **Vice Mayor Joe Ramirez**

Vice Mayor Joe Ramirez has been proud to call El Mirage home for more than 50 years. He graduated from Dysart High School and attended Glendale Community College before beginning work in the construction industry, which led him to a 30-year career that included owning his own construction firm. A straight-to-the-point individual, Vice Mayor Ramirez has always been a supporter of El Mirage and the West Valley. In addition to serving on the City Council, he volunteers his time on numerous civic projects and participates in local events including the Christmas Toy Drive, the Clean Our Community Program, and Habitat for Humanity. Ramirez

invites residents to learn more about the issues in the community and join him in working toward a better El Mirage.



### **Councilman Roy Delgado**

Councilman Roy Delgado has served on the El Mirage City Council for 11 years and was last elected in September 2012 to a four-year term. Delgado spent over 20 years in the U.S. Army and National Guard, as well as more than 30 years in management in the oil industry in California and Arizona. His current government service includes the Community Development Advisory Committee (CDAC), which oversees the flow of federal housing and infrastructure project funds received by Maricopa County and awarded on a competitive basis to local governments. The CDAC's funding

recommendations are vetted and ultimately approved by the County Board of Supervisors

Delgado is also a board member of the Citizens Advisory Committee of the County Library District. He was appointed to the position by Former Supervisor Max Wilson and, along with other committee members, serves as a liaison between the district's board of directors, the library administration, and the community.

Councilman Delgado is equally proud of his community service activities. He retired in January 2014 after years of service as a teacher of hunter safety for the Arizona Game and Fish Department. He is currently a volunteer usher for Luke AFB's Catholic community; and he helps raise funds, along with his wife Sue, for student scholarships on behalf of Dysart Unified School District and the West Valley Neighborhood Coalition. As a member of the Elks, the American Legion, and two military officers' associations, Delgado maintains strong ties with the Valley's military community.



### **Councilman Bob Jones**

Councilman Robert (Bob) Jones has called Arizona home for over 50 years, and has been a proud El Mirage resident since 2002. Councilman Jones has a diverse business background which includes years of experience in retail management, sales and distribution, and customer service in both large corporate environments, and as a small business entrepreneur. Later in his career, he followed his heart and entered the world of education, spending years as an elementary school teacher until he retired in 2005. Since that time, Jones has focused his time and energy in the El Mirage community.

Councilman Jones acted as an advocate for children in El Mirage, working on the task force to add Riverview Elementary School as an El Mirage addition to the Dysart Unified School District. He acquired a charter and introduced a Cub Scout program to El Mirage, serving as a Cub Master. He has also served as a member of the Dysart Community Center's Board of Directors. Jones is a member of the Cactus Park Homeowners' Association, and has served as HOA President since 2010. As president, he collaborated with other HOA's and El Mirage City leaders on community affairs. He was appointed to the El Mirage Planning and Zoning Committee in 2007 and again in 2012, and has served as a committee chairman. He left the P & Z Committee to complete a successful run for City Council in 2014.

Bob has six children and nine grandchildren. He has been married to his wife, Cathy for over 15 years. He decided to run for El Mirage City Council to ensure that El Mirage continues to be an incredible place to live and work.



### **Councilman Jack Palladino**

Born and raised in Chelsea, Massachusetts, Councilman Jack Palladino's commitment to community began over 40 years ago with his service as a medic in the United States Army. After retiring from active duty, he married his sweetheart, Michele, and went to work for the U.S. Post Office as a letter carrier. Over the course of more than 30 years, Palladino's hard work and perseverance were recognized and he was promoted to management in a U.S.P.S. Boston facility. During this time, he also volunteered as a Little League coach and served with the Knights of Columbus. Shortly after retiring in 2003, Palladino and his wife moved to Arizona where he currently works part time for the Pueblo El Mirage Post Office. The Palladinos have one son, a nine year-old grandson, and a two year-old granddaughter who also live in the West Valley. The couple has been married for 45 years. After attending numerous local City Council meetings and volunteering in the community, Palladino decided to run for El Mirage City Council and was overwhelmingly elected in 2010. Palladino believes that one person *can* make a difference!



### **Councilman Lynn Selby**

Born and raised in Los Angeles, California, Councilman Lynn Selby has a business background spanning more than 30 years. He has managed cash flow and inventories, developed yearly budgets, and managed personnel. Selby and his wife, Danielle retired to El Mirage and began attending City Council meetings regularly and volunteering in the community. In attending the Council meetings, Selby became interested in the workings of the City and wanted to give something back to the community he loves and calls home. Selby was elected to the City Council in August 2010. He served in the U.S. Navy and now volunteers his time as an engineer every Sunday from September through May with the Maricopa Live Steamers Club, giving free rides to the public. Selby also helps the El Mirage Fire Department distribute and install free smoke detectors. He represents Operation Lifesaver throughout the State of Arizona, presenting railroad safety programs to government agencies and local organizations. The Selbys have been married for more than 52 years and have three daughters and four grandchildren.



### **Councilman David Shapera**

Councilman David M. Shapera, recently re-elected to a second four-year term to the El Mirage City Council, was also a past member and Chairman of the El Mirage Planning and Zoning Commission. He has over 39 years in elected and appointed positions in government. He and his wife, Linda have been married for 38 years and have four adult children and eight grandchildren. The Shaperas moved to El Mirage in 2002.

Shapera is a retired police officer and worked for the Clark County Coroner Medical Examiner in Las Vegas, Nevada. He recently retired from the Dysart Unified School District. He continues to guest teach at El Mirage schools and is a member of the Thompson Ranch Elementary PTSA. Shapera has also been a proud member of the Elks Lodge for 35 years.

As an advocate for the new police station and YMCA recreational facility, Councilman Shapera continues to ensure both buildings will be used to proudly serve the El Mirage community. He strongly supports public safety, and continues working to upgrade City infrastructure within the parameters of affordability.

A vocal advocate for Luke Air Force Base, Shapera works with Luke's leadership toward common goals. Supporting economic development in El Mirage is a priority. Shapera has worked to streamline and assist businesses to open in the City. His new program was adopted by the City Council, which calls for directional signs to help businesses thrive.

Shapera is among council members who are strong advocates for the use of solar panels on City buildings, and he was at the forefront of bringing utility savings to City buildings.

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## LIST OF APPOINTED CITY OFFICIALS

**City Manager – Dr. Spencer A. Isom**

**City Attorney – Robert M. Hall**

**City Magistrate – Monte Morgan**



## ***Evaluation Criteria***

In addition to considering basic safety issues such as public health and welfare the City focused on six criteria for determining whether a capital request was to be included in the CIP. Items that were determined to be wants rather than needs that did not achieve the priorities of the Council were automatically eliminated from consideration. The six criteria utilized are identified below along with a brief explanation of each.

- Funding – can the City fund this capital expenditure out of existing fund balance, future revenues, or bonding capacity?
- Council Priority – During the Council retreat, was this one of the major capital expenditures that the Council unanimously determined were essential elements of the City’s future development?
- Utility Rate Study – A utility rate study was performed on the City’s Water, Wastewater, and Sanitation enterprises. As part of the study major capital expenditures were included in the expenditure portion of the study. Current and future rates have been determined based in part on these capital expenditures. Was this one of the major capital expenditures that was identified in the utility rate study?
- City Manager Recommended – Certain capital expenditures are necessary to provide basic services. The City Manager reviewed Department Head submissions of CIP requests and asked the question – will basic City services be severely impacted without this capital expenditure?
- Council Approved – These are items which were approved as part of the current year budget which may have multi-year funding requirements. If the future year expenditures are not approved the Capital project will not be completed and the capital item will not be as useful.
- Intergovernmental Agreement\Grant Match – Is the projected expenditure being leveraged to create something larger? Sometimes City projects are used to pay for a portion of a much larger project. City funds can be utilized as a match for grants, or City projects can be used as an in-kind payment to encourage other capital and infrastructure expenditures.



## ***Capital Project Definition***

In order to distinguish between capital items and operating items, the following capital project definition was developed:

Projects included in the El Mirage CIP are non-consumable items with a purchase price exceeding \$5,000 including expenditures for major capital projects and items such as city buildings, parks, acquisition of land, major street construction and reconstruction, water and sewer lines and any other project which adds to the capital assets or infrastructure of the City. All other projects shall be included in Departmental operating budgets. The CIP is to be used as a guide in decision-making. The CIP is intentionally developed in the most a-political environment possible with the full knowledge that the final decisions will be made in the political arena. The CIP is an objective basis for making decisions in a very subjective environment.

The process for the CIP's development is divided into four key phases, culminating in the presentation of a Capital Improvement Plan to the City Council for approval.

1. Needs Assessment. Future needs were outlined by the Council and Department Heads.
2. Financial Analysis. Examined the City's recent revenues, expenditures, current debt, and bonding capacity.
3. Capital Project Evaluation Criteria. CIP projects were evaluated and prioritized by Management using pre-defined evaluation criteria.
4. Capital Improvement Plan. All of the preceding steps culminated in the development of the plan document that will be updated on an annual basis.



## ***Needs Assessment***

One of the key elements of the El Mirage Capital Improvements Plan is the Needs Assessment. It addresses the needs of the community within the definition of capital projects for the next five years.

However, additional needs will be identified on a continual basis and will need to be included in the annual update process. Some unanticipated needs will occur during the budget year and will be weighed against needs already identified in the annually adopted CIP.

Attached at the end of this document is a document entitled “City of El Mirage, Capital Improvement Program.” This summarizes the projects approved for funding and all the projects adopted for the Capital Improvement Plan for the next five years along with any costs to complete the project that may be incurred after the fifth year. Each project is listed by the responsible Fund/Department name and project expenditures are shown by fiscal year with a total by project for all years.

In this plan is a document titled “Capital Project Detail”. It is categorized in Fund\Department order and details each CIP project by providing cost detail, description of the project, and recommended funding source(s).



## ***Financial Analysis***

When attempting to determine what resources are available to fund needed infrastructure improvements, it is important to carefully examine the current financial condition of the City as well as possible funding alternatives. Like most communities, the City of El Mirage will most likely always have more wants and needs than financial resources.

In developing the CIP, a complete financial analysis is conducted. Funding options, municipal revenue trends, the community’s borrowing capacity and current debt are reviewed.

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## ***Funding Options***

The City of El Mirage has been funding capital improvement projects for many years. The key to implementing the CIP is consistent, systematic funding.

The following options are considered when analyzing potential funding sources for CIP Projects.



- **Pay-As-You-Go Out of Current Revenues.**

The City currently receives the bulk of its revenues through local sales taxes, state sales tax, and state income tax. The City also receives funding from state fuel taxes which are restricted for transportation related expenditures.

- **Municipal Bonds.**

The City can issue bonds for

capital projects. Municipal bonds are paid back over a period of time with interest. The City's ability to bond is discussed in more detail in the bonding capacity section. The issuance of municipal bonds must be approved by the voters.

- **Certificates of Participation/Municipal Property Corporations.** These are funding mechanisms used by many municipal governments that allow the municipality to borrow funds without voter approval. The debt is paid back much like a bond – over time with interest. The City does not currently qualify for this option.

- **Lease-Purchase Agreements.** This is a method of financing capital projects that lessens the up-front costs to the municipality. While interest is paid, the payoff period is typically a shorter period than bonds and the municipality will own the project at the termination of the agreement.

- **Improvement Districts.** This financing method is used to raise capital for projects in which the residents who benefit from the improvements pay for them over time.

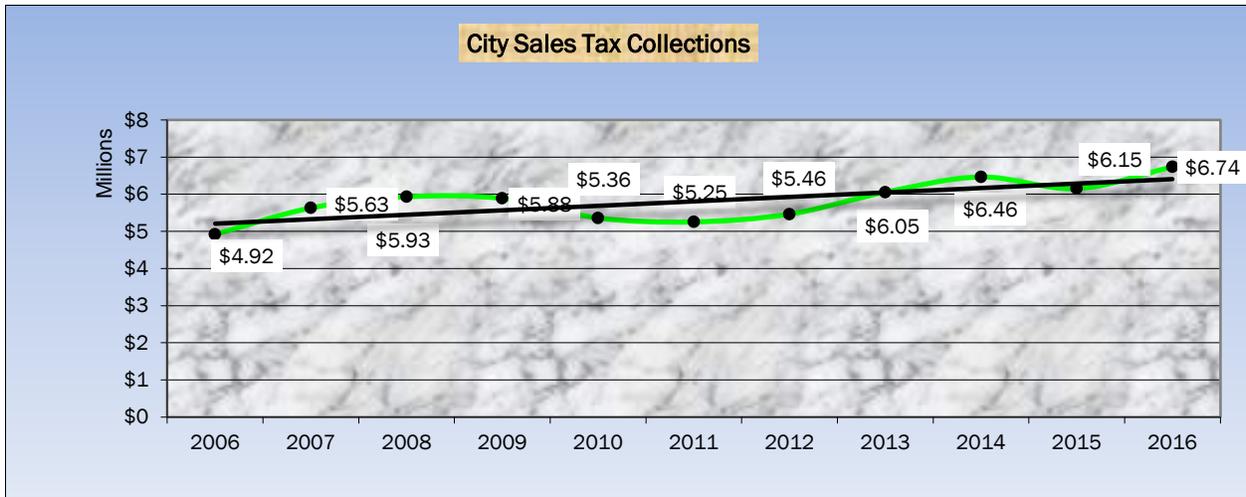
- **Grants.** Federal, state, and county grants are available to finance capital projects. Many of these grants require the municipality to participate either financially or through "in kind" matches. The City currently is aggressively attempting to obtain county, state, and federal grants.

- **User Fees.** Fees paid by service users to maintain existing facilities and develop additional capacity.

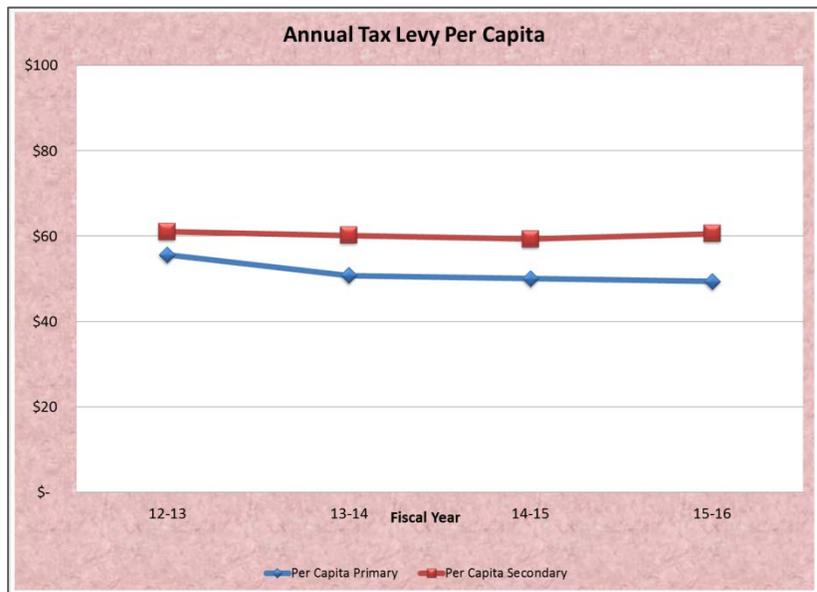


## Current Revenue Trends

El Mirage currently has a 3% sales tax in addition to the state and county sales taxes. Local sales taxes collected have trended upward from \$4.9 million in Fiscal-Year 2006 to revenues of \$6.7 million projected for Fiscal-Year 2016. Construction sales tax was a substantial part of sales tax revenue in past years. Sales tax revenue from construction is no longer a significant component of City sales tax. The City has stabilized sales tax revenue and signs of growth continue to emerge. The City is aggressively pursuing retail and commercial development to provide a sustainable sales tax base.



The City has both a primary and secondary property tax. The primary property tax is used to pay for a portion of public safety operating costs, while the secondary property tax is used to retire voter approved debt. As a result of changes to State law regarding property valuation and rates the City uses per capita information to compare its tax levies to other cities and itself historically. The City compares favorably both historically and to other cities on a per capita basis. The State of Arizona limits the increase in primary property tax to 2% of the prior year's levy plus the value of new development. Unlike many other Arizona municipalities, the City has no Special Assessment Districts to pay for infrastructure, maintenance, and street light expenditures.



## ***Bonding Capacity***

The most commonly utilized large project municipal financing method in the United States of America is the General Obligation Bond (G.O. Bond). This is the most inexpensive way to finance projects because the bond's repayment is based on the full taxing authority of the municipality and backed up by real property. Voters have to approve any property taxes (secondary) instituted to support the issuance of G.O. Bonds. The State of Arizona places limits on this type of financing. Before planning to finance future capital improvement through this mechanism, it is important to know how much authority is available under State Statutes. Under Arizona Law, municipalities may issue G.O. Bonds for purposes of water, wastewater, artificial light, open space preserves, and parks and recreational facilities up to an amount not exceeding 20 percent of the secondary assessed value. In addition, Arizona Law allows municipalities to issue G.O. Bonds for all other purposes not listed above up to an amount not exceeding six percent of the valuation.



El Mirage has voter approved debt for water and sewer projects. This voter approved debt is secured and repaid from water and utility rates and fees. The City has roughly \$4.1 million of voter authorized water/sewer debt capacity remaining and the potential to issue \$17.3 million of authorized water/sewer debt before additional voter authorization is required. None of the water and sewer projects in this document are intended to be funded by these bonds.

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## ***Plan Implementation***

The success of a plan or a planning process is measured by the degree of its implementation. Since resources are limited, it is crucial for the City of El Mirage to follow a consistent, objective path to allocate funding for future capital improvements needs.

The following implementation program outlines the specific steps necessary to implement the CIP and perform the annual update.

### ***General Implementation Guidelines***

- The El Mirage CIP Five-Year Program is updated annually and reviewed and adopted by the City Council each year.
- After City Council adoption the CIP is published and widely distributed.
- Department heads are responsible for preparing monthly reports on the status of current year capital projects. The reports are compiled by the City Engineer and provided to the City Council at each regularly scheduled Council Meeting.
- Citizen input should be sought periodically to determine the desires of the public. Attitudes and circumstances change and informed decision making requires that the City have an up-to-date awareness of what the public's attitudes are toward community facilities and services and how to pay for them.



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## ***Summary and Detail Sheets***

The following is a document entitled “City of El Mirage, FY2017-FY2021, Capital Improvement Program.”

This document summarizes the projects approved for funding in FY2017 and all projects adopted for the Capital Improvement Plan in the out years through FY2021. As indicated, every project is listed by responsible Fund/Department name and project expenditures are shown by fiscal year and totaled by project across all years.

Following this document is the “Capital Project Detail”. It is categorized by function and details each CIP project by providing recommended funding source(s), description of the project, and cost detail by fiscal year. These are not in any prioritized order. All project dollars identified in FY2022+ are for informational purposes only and have not been funded.

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## ***Plan Financial Assumptions***

The following assumptions have been made regarding the inflow and outflow of financial resources:

1. Beginning balances are based on the preliminary 2016-17 budget and bond fund balances.
2. Most revenues are projected to increase between 1% and 2% per year.
  - a. Exceptions exist in:
    - i. Water, Sewer, and Sanitation are based on the rate study.
    - ii. Photo Enforcement is projected to remain flat until 2020-21 based on declining numbers of citations.
    - iii. CDBG and Special Projects are set equal to projected capital and expenditures.
    - iv. Debt Service is based on actual expenditures less beginning balances.
    - v. Capital Streets are based on MAG and McDoT revenue assumptions.
  - b. Revenues not directly under City control are based on the 2015-16 budget.
  - c. The General Fund has been increased to reflect projected revenues for 2015-16.
3. Most expenditures are projected to increase between 2% and 3% per year.
  - a. Exceptions exist in:
    - i. Salaries are based on a five year plan recommended by the Council.
      1. One new position each year has been added to the General Fund
      2. Benefits are projected to increase by 3% unless additional information was available.
    - ii. Water, Sewer and Sanitation are based on the most recent rate study.
    - iii. Court Enhancement, CDBG, Dial-A-Ride, and Police Towing expenses match revenue estimates.
    - iv. Photo Enforcement expenses are flat until 2020-21.
    - v. Debt Service is based on actual schedules for expenditures.
    - vi. Capital Streets expenditures are related to bond cost of issuance.
  - b. Expenditures are based on the 2015-16 budget **less capital and contingencies of \$200,000 per year in the General Fund.**
4. Debt service is based on projected and actual outstanding debt.
5. Bond proceeds and repayments are identified in the Capital Streets Fund to keep the city on track with the construction of El Mirage Road.
6. Capital is from the summary sheets included in this document. 2016-17 capital does not reflect carryforward projects from the 2015-16 budget.
7. Transfers in/out are based on the following:
  - a. The rate study for utilities
  - b. Council adopted policies
  - c. A \$100,000 annual transfer from the General Fund to the Debt Service Fund
  - d. The assumption that the General Fund will cover negative balances in all funds except the utility funds.
8. Reserves are based on Council adopted policies and the rate study.



## ***Revenue Estimates and Fund Balance Summary***

Fund #10	General Fund					5 YR Summary
	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	
Beginning Balance	16,504,000	16,254,500	13,413,000	11,692,500	9,473,000	16,504,000
Revenues (1)	17,510,000	17,860,000	18,039,000	18,219,000	18,401,000	90,029,000
Expenditures (2)	18,573,000	19,586,000	20,135,000	20,922,000	21,339,000	100,555,000
Capital	621,000	895,000	219,000	176,000	180,000	2,091,000
Transfers In/(Out)	1,434,500	(220,500)	594,500	659,500	1,581,500	4,049,500
Subtotal	16,254,500	13,413,000	11,692,500	9,473,000	7,936,500	7,936,500
Reserve	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
Ending Balance	10,254,500	7,413,000	5,692,500	3,473,000	1,936,500	1,936,500

Fund #21	HURF					5 YR Summary
	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	
Beginning Balance	122,500	0	0	0	0	122,500
Revenues (1)	1,750,000	1,785,000	1,803,000	1,821,000	1,839,000	8,998,000
Expenditures (2)	1,200,000	1,230,000	1,270,000	1,300,000	1,330,000	6,330,000
Capital	850,000	1,700,000	904,000	879,000	850,000	5,183,000
Transfers In/(Out)	177,500	1,145,000	371,000	358,000	341,000	2,392,500
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

Fund #53	Water					5 YR Summary
	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	
Beginning Balance	3,679,000	3,792,000	4,113,000	4,187,000	4,551,000	3,679,000
Revenues (1)	9,260,000	9,260,000	9,267,000	9,325,000	9,385,000	46,497,000
Expenditures (2)	5,739,000	6,012,000	6,263,000	5,995,000	6,284,000	30,293,000
Debt Service	1,592,000	1,592,000	1,592,000	1,592,000	1,592,000	7,960,000
Capital	547,000	32,000	0	0	0	579,000
Transfers In/(Out)	(1,269,000)	(1,303,000)	(1,338,000)	(1,374,000)	(1,412,000)	(6,696,000)
Subtotal	3,792,000	4,113,000	4,187,000	4,551,000	4,648,000	4,648,000
Reserve	2,788,000	3,352,000	3,920,000	4,490,000	5,065,000	5,065,000
Ending Balance	1,004,000	761,000	267,000	61,000	(417,000)	(417,000)

Sewer						
Fund #54	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	2,615,000	2,940,000	3,325,000	3,624,000	3,820,000	2,615,000
Revenues (1)	3,108,000	3,124,000	3,140,000	3,156,000	3,172,000	15,700,000
Expenditures (2)	1,786,000	1,875,000	1,961,000	2,057,000	2,159,000	9,838,000
Debt Service	310,000	310,000	310,000	310,000	310,000	1,550,000
Capital	287,000	132,000	125,000	125,000	425,000	1,094,000
Transfers In/(Out)	(400,000)	(422,000)	(445,000)	(468,000)	(492,000)	(2,227,000)
Subtotal	2,940,000	3,325,000	3,624,000	3,820,000	3,606,000	3,606,000
Reserve	1,783,000	2,297,000	2,812,000	3,328,000	3,844,000	3,844,000
Ending Balance	1,157,000	1,028,000	812,000	492,000	(238,000)	(238,000)

Sanitation						
Fund #52	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	290,000	438,000	530,000	562,000	532,000	290,000
Revenues (1)	1,575,000	1,575,000	1,575,000	1,575,000	1,575,000	7,875,000
Expenditures (2)	1,130,000	1,186,000	1,246,000	1,308,000	1,373,000	6,243,000
Transfers In/(Out)	(297,000)	(297,000)	(297,000)	(297,000)	(297,000)	(1,485,000)
Subtotal	438,000	530,000	562,000	532,000	437,000	437,000
Reserve	188,000	198,000	208,000	218,000	229,000	229,000
Ending Balance	250,000	332,000	354,000	314,000	208,000	208,000

Court						
Fund #14	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	88,000	0	0	0	0	88,000
Revenues (1)	315,000	318,000	321,000	324,000	330,000	1,608,000
Expenditures (2)	880,000	900,000	920,000	930,000	958,000	4,588,000
Transfers In/(Out)	477,000	582,000	599,000	606,000	628,000	2,892,000
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

Court Enhancement						
Fund #15	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	64,000	0	0	0	0	64,000
Revenues (1)	375,000	379,000	383,000	387,000	395,000	1,919,000
Expenditures (2)	439,000	379,000	383,000	387,000	395,000	1,983,000
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

Photo Enforcement						
Fund #16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	1,133,000	900,000	900,000	900,000	900,000	1,133,000
Revenues (1)	1,800,000	1,800,000	1,800,000	1,800,000	1,836,000	9,036,000
Expenditures (2)	900,000	900,000	900,000	900,000	927,000	4,527,000
Transfers In/(Out)	(1,133,000)	(900,000)	(900,000)	(900,000)	(900,000)	(4,733,000)
Subtotal	900,000	900,000	900,000	900,000	909,000	909,000
Reserve	0	0	0	0	0	0
Ending Balance	900,000	900,000	900,000	900,000	909,000	909,000

CDBG						
Fund #31	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	0	0	0	0	0	0
Revenues (1)	0	250,000	250,000	250,000	0	750,000
Capital	0	250,000	250,000	250,000	0	750,000
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

Debt Service						
Fund #41	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	451,000	371,000	291,000	211,000	221,000	451,000
Revenues (1)	2,030,000	2,030,000	2,030,000	2,120,000	2,120,000	10,330,000
Expenditures (2)	2,210,000	2,210,000	2,210,000	2,210,000	2,210,000	11,050,000
Transfers In/(Out)	100,000	100,000	100,000	100,000	100,000	500,000
Subtotal	371,000	291,000	211,000	221,000	231,000	231,000
Reserve	254,000	254,000	254,000	265,000	265,000	265,000
Ending Balance	117,000	37,000	(43,000)	(44,000)	(34,000)	(34,000)

Capital Streets						
Fund #56	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	1,300,000	3,074,000	3,024,500	2,975,000	368,500	1,300,000
Revenues (1)	1,774,000	0	0	9,122,000	4,787,000	15,683,000
Bond Proceeds	0	0	0	(11,679,000)	(2,675,000)	(14,354,000)
Debt Service	410,000	865,000	865,000	865,000	0	3,005,000
Capital	500,000	500,000	500,000	500,000	500,000	2,500,000
Transfers In/(Out)	910,000	1,315,500	1,315,500	1,315,500	450,500	5,307,000
Subtotal	3,074,000	3,024,500	2,975,000	368,500	2,431,000	2,431,000
Ending Balance	3,074,000	3,024,500	2,975,000	368,500	2,431,000	2,431,000

Dial-A-Ride (LTAf)						
Fund #23	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	164,000	0	0	0	0	164,000
Revenues (1)	96,000	97,000	98,000	99,000	101,000	491,000
Expenditures (2)	90,000	97,000	98,000	99,000	101,000	485,000
Capital	170,000	0	0	0	0	170,000
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

Police Towing						
Fund #28	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	18,500	0	0	0	0	18,500
Revenues (1)	71,000	72,000	73,000	74,000	75,000	365,000
Expenditures (2)	89,500	72,000	73,000	74,000	75,000	383,500
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

Special Projects						
Fund #73	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	101,000	0	0	0	0	101,000
Revenues (1)	10,338,000	10,338,000	10,338,000	10,338,000	10,338,000	51,690,000
Expenditures (2)	10,439,000	10,338,000	10,338,000	10,338,000	10,338,000	51,791,000
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

(1) Revenues increase by 1% annually unless better assumptions are available.

(2) Expenditures increased by 3% per year. Base year = FY 15 budget

Water/Sewer and Sanitation data from Red Oak study dated: May 2013

<b>Citywide Total</b>	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	26,530,000	27,769,500	25,596,500	24,151,500	19,865,500	26,530,000
Revenues (1)	50,002,000	48,888,000	49,117,000	58,610,000	54,354,000	260,971,000
Expenditures (2)	43,475,500	44,785,000	45,797,000	46,520,000	47,489,000	228,066,500
Debt Service	2,312,000	2,767,000	2,767,000	2,767,000	1,902,000	12,515,000
G.O. Bond Proceeds	0	0	0	0	0	0
Bond Proceeds	0	0	0	(11,679,000)	(2,675,000)	(14,354,000)
Capital	2,975,000	3,509,000	1,998,000	1,930,000	1,955,000	12,367,000
Transfers In/(Out)	0	0	0	0	0	0
Subtotal	27,769,500	25,596,500	24,151,500	19,865,500	20,198,500	20,198,500
Reserve	11,013,000	12,101,000	13,194,000	14,301,000	15,403,000	15,403,000
Ending Balance	16,756,500	13,495,500	10,957,500	5,564,500	4,795,500	4,795,500

*Capital Totals By Funding Source*

	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	Five Year Total
Sewer Fees	287,000	132,000	125,000	125,000	125,000	1,094,000
Water Fees	547,000	32,000	-	-	125,000	579,000
CDBG	-	250,000	250,000	250,000	-	750,000
Grants	170,000	-	-	-	-	170,000
Photo Funds	500,000	500,000	500,000	500,000	500,000	2,500,000
Bonds/Grants	-	-	-	-	-	-
Taxes	1,471,000	2,595,000	1,123,000	1,055,000	1,034,000	7,274,000
Total	\$2,975,000	\$3,509,000	\$1,998,000	\$1,930,000	\$1,784,000	\$12,367,000



**Revenue Estimates and Fund Balance Summary  
(Without Photo Enforcement Operations)**

Fund #10	General Fund					5 YR Summary
	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	
Beginning Balance	16,504,000	16,254,500	12,963,500	10,793,500	7,924,500	16,504,000
Revenues (1)	17,510,000	17,860,000	18,039,000	18,219,000	18,401,000	90,029,000
Expenditures (2)	18,573,000	19,586,000	20,135,000	20,922,000	21,339,000	100,555,000
Capital	621,000	895,000	219,000	176,000	180,000	2,091,000
Transfers In/(Out)	1,434,500	(670,000)	145,000	10,000	632,000	1,551,500
Subtotal	16,254,500	12,963,500	10,793,500	7,924,500	5,438,500	5,438,500
Reserve	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
Ending Balance	10,254,500	6,963,500	4,793,500	1,924,500	(561,500)	(561,500)

Fund #15	Court Enhancement					5 YR Summary
	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	
Beginning Balance	63,500	0	0	0	0	63,500
Revenues (1)	67,400	68,000	69,000	70,000	71,000	345,400
Expenditures (2)	130,900	68,000	69,000	70,000	71,000	408,900
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

Fund #16	Photo Enforcement					5 YR Summary
	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	
Beginning Balance	1,133,000	0	0	0	0	1,133,000
Transfers In/(Out)	(1,133,000)	0	0	0	0	(1,133,000)
Subtotal	0	0	0	0	0	0
Reserve	0	0	0	0	0	0
Ending Balance	0	0	0	0	0	0

<b>Citywide Total</b>	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	5 YR Summary
Beginning Balance	26,364,500	26,679,000	23,581,000	21,211,000	15,999,500	26,364,500
Revenues (1)	47,894,900	46,777,500	47,003,500	56,493,500	52,195,000	250,364,400
Expenditures (2)	42,293,400	43,599,500	44,608,500	45,328,500	46,263,500	222,093,400
Debt Service	2,312,000	2,767,000	2,767,000	2,767,000	1,902,000	12,515,000
Bond Proceeds	0	0	0	(11,679,500)	(2,675,000)	(14,354,500)
Capital	2,975,000	3,509,000	1,998,000	1,930,000	1,955,000	12,367,000
Subtotal	26,679,000	23,581,000	21,211,000	15,999,500	15,399,000	15,399,000
Reserve	11,012,750	12,100,750	13,193,750	14,301,250	15,403,000	15,403,000
Ending Balance	15,666,250	11,480,250	8,017,250	1,698,250	(4,000)	(4,000)



# PLOTTER/SCANNER REPLACEMENT

## COMMUNITY DEVELOPMENT

Replace the City's primary color plotter/scanner. The existing plotter/scanner is used to print GIS maps and other color exhibits and signs for nearly every City Department and for our business partners. The maps are used for infrastructure planning and development and to present during council meetings and work sessions to provide a visual representation of a given initiative. Other uses include printing enlarged monthly special event posters and signs, the senior center activity calendar and menu and other request. The existing plotter/scanner was purchased in May, 2006. Since then, we have plotted over 120,793 square feet of paper. The technology built into the plotter is no longer supported by the manufacturer; any malfunction to the control box would require total replacement of the plotter/scanner system. The new plotter technology will also lower our cost in ink purchases, the plotter/scanner combo equipment will take up less room than our current set-up.



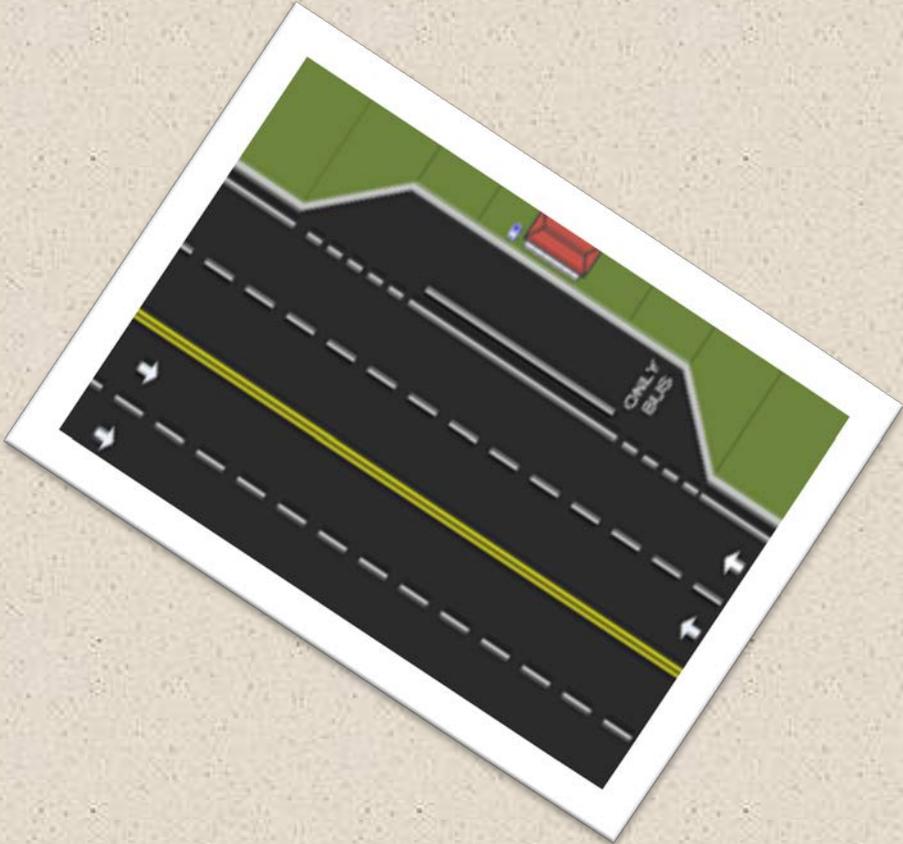
### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10-540	Taxes	\$33,000					\$33,000	\$33,000
Buildings									
Improvements									
<b>Total</b>			\$33,000					\$33,000	\$33,000

# BUS PULLOUT

## ENGINEERING

**Construction of Bus Pullout on Thunderbird Road, between Primrose Street and Poppy Street. RPTA transit reimbursement funding for full cost of improvement.**



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	23-LTAF	Grants	\$170,000					\$170,000	\$170,000
Total			\$170,000					\$170,000	\$170,000

# WATERLINE EASEMENT ACCESS – PALM AND ALTO STREETS

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## ENGINEERING

Remove and replace the existing fences along the utility easement between Alto St and Palm St and between Thunderbird Rd and Well St to easily access the area in the event of a water break. We attempted to field review as many

parcels as possible to better understand the work to be involved in order to complete the removal and replacement, and recommend an estimated cost.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	53- Water	Fees	\$500,000						
<b>Total</b>			<b>\$165,000</b>					<b>\$165,000</b>	<b>\$165,000</b>

# DOWNTOWN STREET RECONSTRUCTION

## ENGINEERING

Street improvements in downtown CDBG eligible area; the project will entail complete reconstruction of roadway surface, curb & gutter, sidewalk, and other ancillary items.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	31-CDBG	CDBG		\$250,000	\$250,000	\$250,000		\$750,000	\$750,000
Total				\$250,000	\$250,000	\$250,000		\$750,000	\$750,000

# BUTLER DRIVE RECONSTRUCTION

## ENGINEERING

Reconstruct Butler Drive from just west of El Mirage Road to 127th Ave. The project will include new curb & gutter along with complete replacement of the roadway. This project is in anticipation of the Butler Drive extension between 127th Ave to Dysart Rd which will be constructed with the Northern Parkway project.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	21-HURF	Taxes		\$850,000				\$850,000	\$850,000
Total				\$850,000				\$850,000	\$850,000

# PORTABLE RADIOS

## FIRE

The FY 16/17 request is for two radios bringing the total to 13 as required by Phoenix Regional Dispatch. Phoenix Regional Dispatch has implemented a personal accountability system that requires each radio to be identified with a specific unit and assignment, this will reflect internally as four radios per engine company in which we have two, three radios for the Medic unit and two radios for the Battalion unit (incident commander). The addition of the two radios will complete this project.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10- General	Taxes	\$16,000					\$16,000	\$16,000
Buildings									
Improvements									
Total			\$16,000					\$16,000	\$16,000

## REPLACEMENT VEHICLE

### **FIRE**

The FY 16/17 request is for a replacement vehicle identified as BC121. This vehicle will be repurposed as the Fire Chiefs vehicle. The vehicle that will be repurposed is a 2003 Ford Expedition with 55, 233 miles. The vehicle that will be replaced is a 2002 Ford Expedition, this vehicle has 109,000 miles. We are requesting a 2015 Dodge RAM 2500 4WD priced at approximately \$42,000.



Additionally, the 2003 currently has an electrical problem that we have been chasing for approximately 18 months, during the repurposing it is likely to clear the electrical issue while extending the life of that vehicle. An additional \$6,000 was requested in FY16/17 to outfit the vehicle with a lighting and striping package.

### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10- General	Taxes	\$48,000					\$48,000	\$48,000
Buildings									
Improvements									
<b>Total</b>			\$48,000					\$48,000	\$48,000

# REPLACEMENT APPARATUS (FIRE ENGINE)

## FIRE

The FY 17/18 request is for replacement apparatus (Fire Engine) rotating out the American Le France (ALF) which is 14 years old with 141,974 miles. We are looking to stay with the manufacturer Pierce. Base model pricing is about \$450,000. Pricing may change based on equipment.

The apparatus itself will have a 1250-1500 GPM pump with a 500 gallon water tank. There is a potential for a trade in or an outright sale of the ALF apparatus.



A replacement cycle is being drafted for all Fire vehicles. Currently draft replacement timelines are: 14- 20 years of service for large fire apparatus with 5-10 years of front line service and 10 years back up service.

### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10-General	Taxes		\$450,000				\$450,000	\$450,000
Buildings									
Improvements									
Total				\$450,000				\$450,000	\$450,000

# FIBER OPTIC CABLE CONNECTING CITY FACILITIES

## INFORMATION TECHNOLOGY

**Request to fund design and installation of high speed fiber optic cable into conduit (El Mirage Road Project) to connect the City facilities. The project will follow the phases of the El Mirage Road project. When finished, it will provide the City with its own Fiber connecting the facilities, increasing the speed and reducing the costs associated with leased lines. Projected payback period from leased line savings is approximately 4 years from project completion.**



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design	10 - General	Taxes	\$10,000					\$10,000	\$10,000
Land									
Equipment	10 - General	Taxes	\$90,000	\$25,000				\$115,000	\$115,000
Buildings									
Improvements									
<b>Total</b>			<b>\$100,000</b>	<b>\$25,000</b>				<b>\$125,000</b>	<b>\$125,000</b>

# SERVER REPLACEMENT

## INFORMATION TECHNOLOGY

**Purchase 4 replacement server hypervisors to update the City's Virtual Server Farm. These servers will be over 7 years old at this point, past warranty and past their useful life expectancy. Estimated cost of the hardware is \$7500 each for a total of \$30,000.**



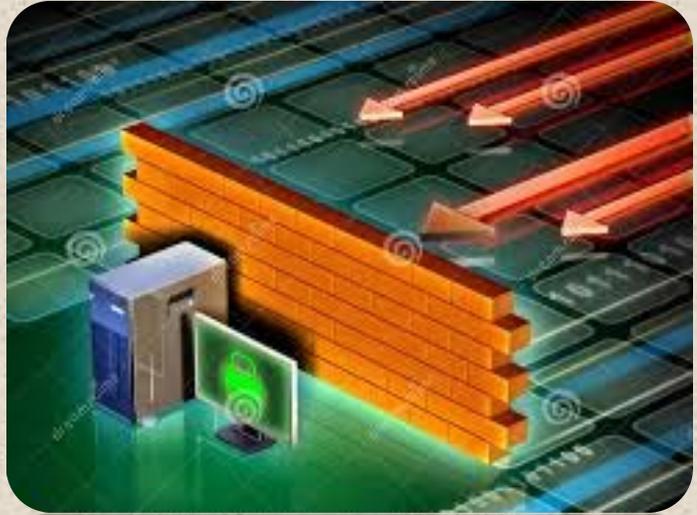
### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10 - General	Taxes		\$30,000				\$30,000	\$30,000
Buildings									
Improvements									
Total				\$30,000				\$30,000	\$30,000

# FIREWALL REPLACEMENT

## INFORMATION TECHNOLOGY

This project will replace the firewalls in use at both City Hall and the Fire Station. The current firewalls will go end of life at the end of 2017 and should be replaced at that time. The project includes a total of four firewalls (two at \$4000 and two at \$2500) for a total of \$13,000.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10 - General	Taxes	\$13,000					\$13,000	\$13,000
Buildings									
Improvements									
Total			\$13,000					\$13,000	\$13,000

# TECHNOLOGY REFRESH

## INFORMATION TECHNOLOGY

This CIP request represents a replacement of all the computers within the City once they have reached the five year mark. Due to the age of the computers the replacements are estimated as follows:



**FY17 - Replace 30 computers to facilitate the move to City Hall (16 computers will have reached 5 years old in this FY)**  
**FY18 - Replace 32 computers that will have reached five years old**  
**FY19 - Replace 36 computers that will have reached five years old (majority of these are in PD)**

### Assumptions:

1. Computers have a useable life of 5 years in the environment before the speed and cost of repairs make them obsolete
2. Computer costs were averaged to \$1300 per computer as costs will vary depending on a desktop, All-in-one, laptop or workstation.
3. Standard Warranty is 3 years and adding additional years may be sought depending on budget
4. Monitors will be replaced on an as-needed basis, but monitor replacement costs were assumed as part of these figures
5. Taxes are included in estimated costs.

### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Equipment	10 - General	Taxes	\$33,000	\$23,000	\$47,000			\$103,000	\$103,000
Equipment	53- Water	Fees	\$7,000	\$12,000				\$19,000	\$19,000
Equipment	54- Sewer	Fees		\$7,000				\$7,000	\$7,000
<b>Total</b>			<b>\$40,000</b>	<b>\$42,000</b>	<b>\$47,000</b>			<b>\$129,000</b>	<b>\$129,000</b>

# VEHICLE REPLACEMENT

## POLICE

**Accelerate Patrol Vehicle Replacement by reallocating unspent Radio Replacement funds (\$200,000) approved in FY 2015-16 for FY 2016-17. This request is to replace the four remaining (2007 to 2010) Ford Crown Victoria marked units. Mileage ranges from 106,475 miles to 82,458 miles.**



**This purchase will mean that the all marked Crown Victoria's will have been replaced. FY 2021-22 - allocate \$150,000 for police vehicle replacement. Note: Cost per marked patrol vehicle, including two-tone paint, emergency lighting, radio installation, decals, and prisoner barrier is approximately \$49,000. Unmarked detective vehicles with a covert emergency light package or administrative vehicle are approximately \$29,000.**

### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10-General	Taxes	\$200,000	\$168,000	\$172,000	\$176,000	\$180,000	\$896,000	Annual
Buildings									
Improvements									
<b>Total</b>			<b>\$200,000</b>	<b>\$168,000</b>	<b>\$172,000</b>	<b>\$176,000</b>	<b>\$180,000</b>	<b>\$896,000</b>	<b>Annual</b>

# RADIO REPLACEMENT

## POLICE

**Police Radio Replacement - Authorized funds will be used to purchase four of the five remaining mobile radios for the three Motorcycles, and Command Van; not the Crime Scene Van. The radios plus accessories are estimated at \$6,800 each for approximately \$28,000. This would satisfy the department's radio inventory replacement. Funds were approved in FY 2015/16 for FY 2016/17. This request also recommends the reallocating of the remaining \$200,000 of the authorized Police Radio Replacement funds be reallocated to accelerate the Patrol Vehicle Replacement, replacing the remaining four marked 2007-2010 Ford Crown Victoria's which are part of the aging fleet requiring increased maintenance.**



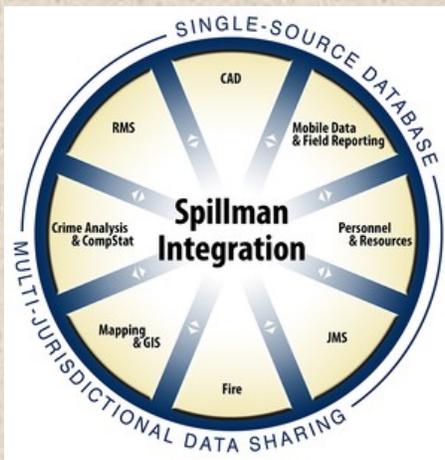
### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10- General	Taxes	\$28,000					\$28,000	\$28,000
Buildings									
Improvements									
<b>Total</b>			\$28,000					\$28,000	\$28,000

# SPILLMAN NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS)

## POLICE

This request is for the purchase of the NIBRS Module, allowing the conversion from the current Uniform Crime Reporting summary based system to NIBRS. The conversion is required for all Law Enforcement Agencies to be complete by sometime in 2019 and mandated by the FBI. The change will be significant, and labor intensive requiring the conversion from classifying and reporting criminal activities for 8 basic offenses, to classifying and reporting criminal activities for 59 offenses, plus the categorizing of individual aspects of each of those offenses. Dual reporting will be required for a minimum of two years. Additional staffing will be required for this conversion.



Dual reporting will be required for a minimum of two years. Additional staffing will be required for this conversion.

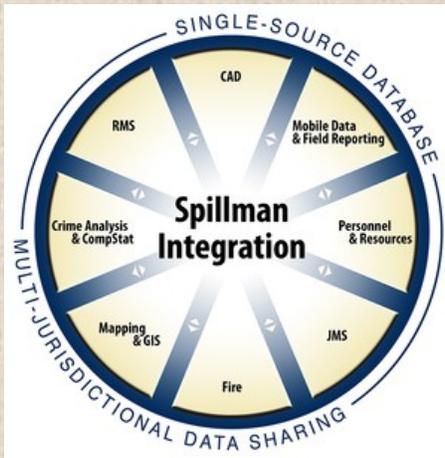
### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10-General	Taxes		\$20,000				\$20,000	\$20,000
Buildings									
Improvements									
<b>Total</b>				\$20,000				\$20,000	\$20,000

# SPILLMAN PERSONNEL MODULE

## POLICE

Request to purchase the Spillman Personnel Module, a component of our existing records management system. This module will replace an antiquated, unsupported access data base system which is currently used to track personnel and training information including position information (start date, termination/retirement date, position, supervisor), personal contact information (home address, phone number, emergency contact information),



and training information (classes attended, continuing and proficiency hours). Sworn personnel are required to have multiple hours of continuing and proficiency hours every year in order to maintain their Arizona certification. This will provide a more stable tracking environment, supported in the Spillman system. The first year's maintenance is included.

### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10-General	Taxes	\$7,000					\$7,000	\$7,000
Buildings									
Improvements									
<b>Total</b>			<b>\$7,000</b>					<b>\$7,000</b>	<b>\$7,000</b>

# POLE CAMERA

## POLICE

Request is to purchase a police pole camera as an investigative tool to monitor, prevent and suppress criminal activities, such as overt or covert surveillance, and intelligence. It would allow the streaming of images contemporaneously/real time allowing monitoring and subsequent police response, especially in geographic areas that are not conducive to surveillance. Pole cameras are often used for investigative purposes such as drug and human trafficking, stolen property (auto theft and bicycle rings), and other criminal activities which are manpower and resource-intensive.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10- General	Taxes	\$8,000					\$8,000	\$8,000
Buildings									
Improvements									
Total			\$8,000					\$8,000	\$8,000

# MDC COMPUTERS IN VEHICLES

## POLICE

This request is for the replacement of MDC computers, including antennas and cabling, in PD vehicles based on the anticipated end of life cycle. The MDC is a critical tool for the officers on the street for information and completion of reports. Updating the computer will ensure continued adherence with the City of Surprise dispatch service IGA to maintain

compatible equipment with their system. Cost of the MDC, cabling and vehicle mounts are approximately \$6,200 each.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10-General	Taxes		\$150,000				\$150,000	\$150,000
Buildings									
Improvements									
Total				\$150,000				\$150,000	\$150,000

# VACTOR TRUCK REPAIRS

## SEWER

This project is to replace the current fine screens system with new, more efficient equipment. The two current units are 13 years old and are not performing as they should. This is causing more solids to build up in the basins and accelerated wear on other equipment.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54-Sewer	Fees	\$50,000					\$50,000	\$50,000
Buildings									
Improvements									
Total			\$50,000					\$50,000	\$50,000

# STREETS VEHICLE REPLACEMENT

## STREETS

The vehicle being replaced is unit #8072, a 2007 Ford F-150 with over 100,000 miles. This vehicle has reached the mileage and age threshold for replacement. The vehicle will be replaced with similar pickup.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	21-HURF	Taxes				\$29,000		\$29,000	\$29,000
Buildings									
Improvements									
Total						\$29,000		\$29,000	\$29,000

# WELL SITE BUILDING REPAIRS

## WATER

Building repairs needed at two of the City's well sites (Sunnyvale & Cottonwood). Corrosion of the block walls due to the use of sodium chloride during onsite generation of Chlorine has caused significant structural damages. The repairs would include replacing the damaged block walls and coating the new walls with a sealant that will prevent future damage. Repairs are estimated to be \$20,000 for each building. Sunnyvale will be repaired first due to the damage being more severe than Cottonwood.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings	53-Water	Fees	\$20,000	\$20,000				\$40,000	\$40,000
Improvements									
Total			\$20,000	\$20,000				\$40,000	\$40,000

# WASTEWATER RECLAMATION FACILITY LABORATORY IMPROVEMENTS

## SEWER

The Wastewater Reclamation Facility Laboratory (lab) needs to be brought to proper standards. The improvements include chemical resistant countertops, laboratory grade ventilation system, and minor remodeling. When the lab was originally constructed, flat Formica countertops were used. Since harsh chemicals are used, epoxy or stainless steel countertops, with an edge to hold liquid spills, are needed. The minor remodeling is to relocate the existing cabinetry to make the lab more efficient and some other small modifications.



When the lab was originally constructed, flat Formica countertops were used. Since harsh chemicals are used, epoxy or stainless steel countertops, with an edge to hold liquid spills, are needed. The minor remodeling is to relocate the existing cabinetry to make the lab more efficient and some other small modifications.

### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54-Sewer	Fees	\$32,000					\$32,000	\$32,000
Buildings									
Improvements									
Total			\$32,000					\$32,000	\$32,000

# FLEET VEHICLE REPLACEMENT

## FLEET

The vehicle being replaced is unit 4939, a 2007 Ford F-150 with over 100,000 miles. This vehicle has reached the mileage and age threshold for replacement. The vehicle will be replaced with similar pickup.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10- General	Taxes		\$29,000				\$29,000	\$29,000
Buildings									
Improvements									
Total				\$29,000				\$29,000	\$29,000

# WATER/WASTEWATER EMERGENCY OPERATIONS PLAN (EOP)

## WATER/SEWER

The Emergency Operations Plan consists of written procedures that encompass the activities necessary to prepare the City of El Mirage Public Works (water and wastewater) staff to respond to operational emergencies caused by accidents, natural occurrences, technology and man-made events. This is required by Arizona Administrative Code, Title 18, Chapter 4, §204 and A204 Emergency Operation Plans (Water Systems) and Contingency Plan (Wastewater Treatment Plant)

**Cost: \$20,000 Drinking Water and \$20,000 for Wastewater.**



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	53- Water	Fees	\$20,000					\$20,000	\$20,000
Improvements	54- Sewer	Fees	\$20,000					\$20,000	\$20,000
Total			\$40,000					\$40,000	\$40,000

# REUSE STATION IMPROVEMENT PROJECT

## SEWER

Replace the current pumps with higher capacity, submersible pumps along with new controls associated with the new equipment. The current system is outdated and replacement parts and equipment are not in production any longer.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54-Sewer	Fees	\$60,000					\$60,000	\$60,000
Buildings									
Improvements									
Total			\$60,000					\$60,000	\$60,000

# RELOCATION OF COMMUNITY GARDEN

## PARKS



The El Mirage Community Garden will be relocated from the southeast corner of El Mirage Road and Thunderbird to the former site of the Police Department (14406 N. Palm St.). This capital request is inclusive of all costs required to move the garden to the new location.

### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	10- General	Taxes	\$115,000					\$115,000	\$115,000
Total			\$115,000					\$115,000	\$115,000

# SKATE PLAZA IMPROVEMENT

## PARKS

Currently the south ramp of the skate plaza at Gateway Park does not have a platform for users to stand on. The suggested improvement is to add a 24" platform that would run the length of the south ramp of the skate plaza,



enhancing the safety and usefulness of the amenity. The addition would match the current construction of the skate plaza and include a concrete title section that mimics the "City of El Mirage" concrete work at the YMCA.

### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	10- General	Taxes	\$20,000					\$20,000	\$20,000
<b>Total</b>			\$20,000					\$20,000	\$20,000

# PAVEMENT MANAGEMENT PROGRAM

## STREETS

The purpose of the Pavement Management Plan is to perform cost effective street improvements by properly matching the maintenance and rehabilitation methods to the pavement condition to extend the life of the City streets, which will enhance the safety and quality of the City’s transportation system and community appearance.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	21 – HURF	Taxes	\$850,000	\$850,000	\$850,000	\$850,000	\$850,000	\$4,250,000	Annual
Total			\$850,000	\$850,000	\$850,000	\$850,000	\$850,000	\$4,250,000	Annual

# SKID STEER LOADER AND ATTACHMENTS

## STREETS

This request is to replace the City's Skid Steer Loader and attachment used by the Public Works Streets Division. The current Skid Steer Loader is 13 years old and breaks down often, which affects scheduling and the ability efficiency perform the mission of the Department. Over the past three years \$5,500 has been spent on repairs and it is anticipated to increase going forward. The Skid Steer Loader is used for alley and right of way cleanup, grading and dirt work, cleaning of washes, asphalt work, concrete work, and other work performed by the Department. The attachment requested is a trencher attachment, which will be used for trenching for electrical or irrigation repairs in the ROW.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	21 – HURF	Taxes			\$54,000				\$54,000
Buildings									
Improvements									
Total					\$54,000				\$54,000

# WASTEWATER RECLAMATION FACILITY DESIGN

## SEWER

Design phase of an expansion of the Wastewater Reclamation Facility to meet wastewater demands. Design is required when the existing plant daily processing reaches 80% of capacity.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design	54 – Sewer	Fees					\$300,000		\$300,000
Land									
Equipment									
Buildings									
Improvements									
Total							\$300,000		\$300,000

# PUMPS AND MOTOR REPLACEMENTS

## SEWER

Replace a combination of three pumps or motors each year due to equipment failure or having reached the life cycle and no longer supported.

Replacement is suggested to be done routinely for proper operation of the treatment facility with the interest of the public's health, safety, and welfare in mind.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54 –	Fees	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000	Annual
Buildings									
Improvements									
Total			\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000	Annual

# NORTHERN PARKWAY IMPROVEMENTS

## STREETS

Northern Avenue is to be widened into an expressway/parkway configuration. Northern Parkway is to be widened as a road of regional significance. Costs include Design Concept Report, design, ROW acquisition, and construction shared between project partners El Mirage, Glendale, Peoria, Maricopa County, and MAG. Regional funding extends beyond the current five year CIP.



### CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	56-Capital Streets	Photo Funds	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	\$8,974,500
Total			\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	\$8,974,500



## *Glossary*

<b>Accrual Basis</b>	A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent
<b>Adoption</b>	Formal action by the City Council to approve a document (Budget; Capital Improvement Plan; etc.) for the fiscal year
<b>Appropriation</b>	Specific amount of monies authorized by the City Council for the purposes of incurring obligations and acquiring goods and services
<b>Assessed Valuation</b>	A value set upon real property by the County Assessor for the purpose of levying property taxes
<b>Base Budget</b>	The ongoing expense for personnel, contractual services, commodities, and the replacement of equipment to maintain service levels previously established by the City Council
<b>Bonds</b>	A certificate of debt guaranteeing a payment of a specified amount of money by a specified future date
<b>Budget</b>	Financial plan of estimated expenditures and anticipated resources adopted for a specific period of time outlining a plan for achieving Council goals and objectives
<b>Capital Items</b>	Non-consumable items with a purchase price exceeding \$5,000
<b>Capital Projects Budget</b>	The expenditures of revenues for major capital projects and items such as city buildings, parks, acquisition of land, major street construction and reconstruction, water and sewer lines and any other project which adds to the capital assets or infrastructure of the City
<b>Cash Basis</b>	A basis of accounting in which transactions are recognized only when cash is increased or decreased

<b>CIP</b>	Capital Improvement Plan
<b>Contingency</b>	Monies which have not been allocated to any specific purpose and may only be utilized in conjunction with Council notification.
<b>Capital Projects Funds</b>	This fund accounts for resources providing for the acquisition or construction of all capital facilities and items
<b>Debt Service</b>	Principal and interest payments on borrowed funds such as bonds
<b>Debt Service Funds</b>	Used to account for the accumulation of resources for, and the payment of, general long-term debt, principal and interest
<b>Encumbrance</b>	Accounting concept that recognizes a commitment to expend resources in the future
<b>Enterprise Fund</b>	Used to account for the business-type activities of a government. These are activities which are financed and operated in a manner where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges
<b>Estimated Revenue</b>	The amount of projected revenue to be collected during the fiscal year
<b>Expenditure</b>	Represents a decrease in fund resources for the acquisition of goods or services
<b>Expenditure Limitation</b>	An amendment to the Arizona State Constitution that limits annual expenditures of all municipalities. The Economic Estimates Commission sets the limit based upon population growth and inflation.
<b>F.T.E.</b>	Full Time Equivalent – 2080 hours worked equates to 1.0 full time equivalent position
<b>Fiscal Year</b>	Any period of twelve consecutive months that establishes the beginning and the ending of financial transactions. For the City of El Mirage this period begins July 1 and ends June 30
<b>Fund</b>	A set of self-balancing accounts that record revenues and expenditures associated with specific activities

<b>Fund Balance</b>	Carry over funds due to actual revenues exceeding actual expenditures
<b>General Fund</b>	The fund used to measure all financial transactions of the municipality except those required by law or agreement to be accounted for in another fund. The general fund is the primary operating fund of the city.
<b>General Obligation (G.O.) Bond</b>	Type of bond backed by full faith and credit of the City.
<b>Grant</b>	A contribution by the State or Federal government or other organization to support a particular function.
<b>Highway User Revenue Fund (HURF)</b>	This revenue source consists of state taxes collected on gasoline, vehicle licenses, and a number of other additional transportation related fees. These funds must be used for street and highway purposes
<b>Infrastructure</b>	Facilities on which the continuance and growth of a community depend on such as roads, water lines, sewers, public buildings, parks, airports, etc
<b>Intergovernmental Revenue (Shared)</b>	Revenue received from other governmental agencies (e.g., State Sales Tax, State Income Tax, gasoline tax, motor vehicle license)
<b>Long Term Debt</b>	Debt with a maturity of more than one year after the date of issuance
<b>Maintenance and Operation (M&amp;O) Costs</b>	The day-to-day operating and maintenance cost of a municipality including such things as personnel, gas, electric utility bills, telephone expense, reproduction costs, postage and vehicle maintenance
<b>Objectives</b>	A desired outcome that is measurable and that can be achieved within a specific time frame
<b>Operating Budget</b>	A budget for the delivery of ongoing City services, to include expenditures such as personal services, contractual services, commodities, and operating capital items
<b>Primary Property Tax</b>	A limited tax levy used for general government operations. State statute restricts the total levy to a 2% annual increase plus an increase for any new construction and / or annexation

<b>Property Tax Rate</b>	The amount of tax levied for each \$100 of assessed valuation
<b>Reserves</b>	Money that has been set aside in the event of revenue shortfalls
<b>Resources</b>	Total monies available for appropriation purposes to include revenues, fund balances, transfers and other financing services (i.e., bond proceeds)
<b>Revenue Bond</b>	Bonds that are backed by revenues from a specific system (i.e., Water and Sewer Revenue Bonds are payable from water and sewer revenues)
<b>Revenue</b>	Resources achieved from taxes, user charges/fees, and other levels of government
<b>ROW</b>	Right of Way
<b>Secondary Property Tax</b>	Voter approved tax levy which can only be used to retire general bonded debt obligations
<b>Special Revenue Funds</b>	Used to record the receipt of funding from specific revenue sources (other than special assessments, trusts, or major capital projects) that are legally restricted to expenditure for specific purposes
<b>Tax Levy</b>	The total amount to be raised by general property taxes for purposes specified in the Tax Levy ordinance
<b>Transfer</b>	An inter-fund transaction where one fund contributes resources to another fund where the resources are expended