CITY COUNCIL AGENDA

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

REGULAR MEETING
June 7, 2010
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. SECOND AMENDMENT TO THE PURCHASE AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS
City Council will consider a request to approve the second amendment to the agreement with Graffiti Protective Coatings to continue graffiti abatement services in Avondale through August 31, 2010 in the amount of $87,720 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. RESOLUTION 2918-610 - INTERGOVERNMENTAL AGREEMENT FOR THE USE OF AZTEC CASE MANAGEMENT SYSTEM
City Council will consider a resolution approving an Intergovernmental Agreement with the Cities of Glendale, El Mirage, Goodyear, Peoria and Surprise for the implementation and use of the AZTEC Case Management Systems Software and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. CONSTRUCTION COSTS - SALT RIVER PROJECT - AVONDALE BOULEVARD & I-10 IMPROVEMENT PROJECT - SALT RIVER PROJECT IRRIGATION IMPROVEMENTS
City Council will consider a request to approve SRP construction costs in the amount of $89,068 for the required irrigation improvements for the Avondale Boulevard and I-10 Improvement Project and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. CONSTRUCTION CONTRACT AWARD - KNOCHEL BROS., INC. – 127TH AVENUE (VERMEERSCH)-LOWER BUCKEYE ROAD TO DYSART ROAD PAVING PROJECT
City Council will consider a request to approve a construction contract with Knochel Bros., Inc. to provide construction services for the 127th Avenue (Vermeersch)-Lower Buckeye Road to Dysart Road Paving project in the amount of $432,643.77 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **DESIGN AND CONSTRUCTION SERVICES CONTRACTS WITH SALT RIVER PROJECT (SRP) – AVONDALE CITY CENTER**
City Council will consider a request to approve two Design and Construction Services Contracts with SRP in the total amount of $253,000 for the design and construction of electrical service for the City Center American Sports Center (ASC) and the proposed retail development and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

f. **THIRD CONTRACT AMENDMENT – HILL BROTHERS CHEMICAL COMPANY FOR PURCHASE OF CHEMICALS FOR WATER RECLAMATION FACILITY**
City Council will consider a request to approve the third amendment to the contract with Hill Brothers Chemical Company to purchase chemicals for the water reclamation facility for an annual aggregate total not to exceed $300,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 2914-610 - INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR AVONDALE BLVD AND I-10 INTERCHANGE WIDENING**
City Council will consider a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation related to cost sharing for the widening of the Avondale Boulevard and I-10 Traffic Interchange and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **RESOLUTION 2915-610 - INTERGOVERNMENTAL AGREEMENT WITH FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR DATA SHARING OF AERIAL DIGITAL ORTHO-PHOTOGRAPHY**
City Council will consider a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Flood Control District of Maricopa County for the purpose of cost sharing for aerial digital ortho-photography, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **RESOLUTION 2913-610 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR COMMUNITY ACTION PROGRAM**
City Council will consider a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of $141,503 to operate the Community Action Program (CAP) during FY 2010-2011 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **RESOLUTION 2916-610 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR AN ARRA GRANT TO PURCHASE TWO DIAL-A-RIDE VANS**
City Council will consider a resolution approving an Intergovernmental Agreement with the City of Phoenix for a Federal Transit Administration (FTA) American Recovery and Reinvestment Act (ARRA) Grant to purchase two Dial-a-Ride Vans in the amount of $126,000 with no match requirement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **RESOLUTION 2917-610 - TRANSIT SERVICE CONTRACT CHANGE ORDER #10 WITH PHOENIX TRANSIT**
City Council will consider a resolution approving Change Order #10 to an Intergovernmental Agreement with the City of Phoenix for transit services which will renew the agreement for one year for an estimated annual cost of $593,896 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

l. **RESOLUTION 2910-610 - MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**
City Council will consider a resolution approving the renewal of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan. The Council will take appropriate action.

m. **RESOLUTION 2911-610 - SUBMISSION OF A GRANT PROPOSAL TO THE TOHONO O'ODHAM NATION FOR FUNDING TO SUPPORT THE MONUMENT HILL PROJECT**
City Council will consider a resolution supporting submission of a grant proposal to the Tohono O'Odham Nation for funding to support the Monument Hill Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. **RESOLUTION 2912-610 - SUBMISSION OF A GRANT PROPOSAL TO THE TOHONO O'ODHAM NATION FOR FUNDING TO SUPPORT THE BUILD A CITY PROGRAM**
City Council will consider a resolution supporting the submission of a grant proposal to the Tohono O'Odham Nation for funding to support the Build a City Program and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. **ORDINANCE 1416-610 – DEDICATION OF A SIGN EASEMENT IN PUBLIC RIGHT-OF-WAY FOR CORNERSTONE CHRISTIAN CENTER**
City Council will consider an ordinance granting a sign easement in public right-of-way to Cornerstone Christian Center and authorize the Mayor, City Clerk and City Attorney to execute the appropriate documentation. The Council will take appropriate action.

4 **2010 LEAGUE OF ARIZONA CITIES AND TOWNS RESOLUTIONS**

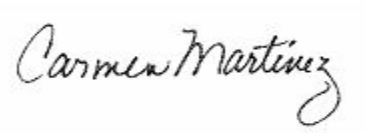
City Council will review the 2010 League of Arizona Cities and Towns proposed Resolutions and appoint a member of the City Council to the League's Resolution Committee. The Council will take appropriate action.

5 **EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding an economic development agreement for the auto mall.

6 **ADJOURNMENT**

Respectfully submitted,



Carmen Martinez
City Clerk

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

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

CITY COUNCIL REPORT

SUBJECT:
Second Amendment to the Purchase Agreement with Graffiti Protective Coatings

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a interim renewal of the existing agreement with Graffiti Protective Coatings for graffiti removal through August 31, 2010 in the amount of $87,720.

BACKGROUND:

Since May 2008, the Neighborhood and Family Services Department has contracted with Graffiti Protective Coatings (GPC) for graffiti removal and restoration in Avondale. Beginning in 2009, the contract was expanded to include graffiti removal in City facilities and parks. Engagement of this private contractor has enabled the Code Enforcement Division to increase the efficiency and timeliness of graffiti abatement and to free up staff time to assist with other priorities. In addition, the Parks, Recreation and Libraries Department has found their services effective and timely.

DISCUSSION:

During fiscal year 2009-10, GPC has successfully removed graffiti at 4,021 sites for a total of 83,886 square feet. Since contract inception in May, 2008, GPC has removed graffiti at 7,086 sites for a total of 236,726 square feet. Complaints continue to be reported through the Code Enforcement Division. Graffiti work orders are transmitted by Code staff in real time and received by GPC staff via iPhone. Typically, graffiti is removed within 24 hours. In addition, there is a shorter timeframe available for priority work orders. In addition, GPC patrols agreed upon streets and proactively removes graffiti.

Pricing is based on square footage and method of abatement and is 10 to 37 cents per square foot with minimum charges of $14.90 to $19.80 per site. The recommended total contract ceiling for 2010-11 is $87,720. This includes $81,720 for graffiti abatement requested by the Code Enforcement Division and $6,000 for graffiti abatement on City facilities and in parks.

BUDGETARY IMPACT:

Funding of $81,720 has been included in the Neighborhood and Family Services Budget for 2010-11 for this contract, and $6,000 is available in the 2010-11 Parks, Recreation and Libraries Department budget for a total of $87,720.

RECOMMENDATION:

Staff recommends that the City Council approve the second amendment to the agreement with Graffiti Protective Coatings for graffiti removal through August 31, 2010 in the amount of $87,720.

ATTACHMENTS:

Click to download

- Second Amendment

SECOND AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GRAFFITI PROTECTIVE COATINGS, INC.

THIS SECOND AMENDMENT TO THE PURCHASE AGREEMENT (this "Second Amendment") is entered into as of June 7, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Graffiti Protective Coatings, Inc., an Arizona corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Tucson entered into Contract No. 061184 dated September 5, 2006, as amended on June 25, 2007, as amended on September 11, 2008 and as again amended on March 24, 2009, with the Contractor to provide graffiti abatement services (collectively, the "Tucson Contract"). The Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. Pursuant to Section 25-24 of the City Code, the City and the Contractor entered into a Purchase Agreement dated May 5, 2008 under the terms and conditions of the Tucson Contract, as amended by First Amendment to Purchase Agreement dated April 6, 2009 (collectively, the "Agreement").

C. The City has determined that it is necessary to extend the term of the Agreement, to purchase additional services under the Agreement (the "Additional Services") and to increase the compensation of the Contractor for the Additional Services.

D. The City and the Contractor desire to amend the Agreement to extend the term of the Agreement, to purchase the Additional Services and to increase the compensation of the Contractor for the Additional Services.

AGREEMENT

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

1. Term of Agreement. This Second Amendment shall be effective as of the date first set forth above and shall modify the term of the Tucson Contract to extend and remain in full force and effect until August 31, 2010.

2. Scope of Work. Contractor shall provide graffiti abatement services under the terms and conditions of the Tucson Contract, attached hereto as Exhibit A.

3. Compensation. The Contractor's total compensation under this Second Amendment and the Agreement shall be increased by no more than $87,720.00 from $195,000.00 to an aggregate total amount not to exceed $282,720.00 as consideration for the Additional Services at the prices set forth in the Tucson Contract, attached hereto as Exhibit A.

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

5. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

6. Conflict of Interest. This Second Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

GRAFFITI PROTECTIVE COATINGS, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by _____ as _____ of GRAFFITI PROTECTIVE COATINGS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
SECOND AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GRAFFITI PROTECTIVE COATINGS, INC.

[Tucson Contract]

See following pages.

Contract #061184
Graffiti Abatement

Graffiti Protective Coatings, Inc.

Table of Contents

Section A

- Signed Offer and Acceptance
- Price Page
- Signed Amendment
- Request for Clarification and Additional Information dated July 11, 2006
- Response to Request for Clarification and Additional Information
- Invitation to Interview dated August 4, 2006
- Response to Interview Questions
- Request for Clarification and Additional Information #2 dated August 15, 2006
- Response to Request dated August 16, 2006
- Insurance Certificates

Section B

- Firm's Response to Request for Proposals

Section C

- Original RFP

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

GRAFFITI PROTECTIVE COATINGS, INC.
Company Name

419 N. LARCHMONT BLVD. #264
Address

LOS ANGELES CA 90004
City State Zip

Signature of Person Authorized to Sign

CARLA LENHOFF
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

Name: BARRY STEINHART

Title: GEN MGR

Phone: 213.591.1153 OR 323.464.4472

Fax: 323.656.3579

E-mail: GPCLA@MSN.COM

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 061184.

Approved as to form this 5th day of Sept, 2006.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 30th day of August, 2006.

Wayne A. Casper, C.P.M.
As Director of Procurement and not personally

PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, etc.

GROUP 1 – PAINTING

Pricing for Scenarios 1 – 4 will be evaluated. Pricing provided in the Pricing Table is for informational purposes only and will not be evaluated.

Scenario 1

Area to be abated measures five (5) feet in width and three (3) feet in height. The surface is a previously painted concrete block wall on private property. The property owner has provided the matching paint.

Price for Scenario 1 graffiti abatement: $_14.80 (POSITION 1)_____

Scenario 2

Area to be abated measures twelve (12) feet in width and four (4) feet in height. The surface is a previously painted concrete block wall with stucco on private property. The property owner has not provided the matching paint.

Price for Scenario 2 graffiti abatement: $____19.80 (POSITION 1)_____

Scenario 3

Area to be abated is the entire surface of a previously painted concrete block wall on City property. Wall measures forty (40) feet in width and six (6) feet in height.

Price for Scenario 3 graffiti abatement: $_____42.80 (POSITION 1)_____

Scenario 4

Contractor arrives on site to find that area has been abated.

Trip Charge: $____8.00 (POSITION 1)_____

Pricing Table

Provide the brand, grade, unit size and pricing for the products proposed to be used in performance of this contract. Additional space is provided for write-in of products that may not be listed.

Product	Brand	Grade	Unit Size	Price
Latex Paint	FRAZEE	MED/HIGH	1 GALLON	$12.00-18.00
Latex Stain	FRAZEE	HIGH	1 GALLON	$20.00
Oil Based Paint	FRAZEE	HIGH	1 GALLON	$27.00
Oil Based Stain	FRAZEE	HIGH	1 GALLON	$30.00
Paint Thinner	FRAZEE	N/A	1 GALLON	$8.00
Latex Primer	FRAZEE	HIGH	1 GALLON	$20.00
Oil Based Primer	FRAZEE	HIGH	1 GALLON	$18.00
				$
				$

GROUP 2 – MEDIA BLASTING

Pricing for Scenarios 1 – 4 will be evaluated. Pricing provided in the Pricing Table is for informational purposes only and will not be evaluated.

Scenario 1

Area to be abated measures five (5) feet in width and three (3) feet in height. The surface is a previously unpainted concrete block wall on private property.

Price for Scenario 1 graffiti abatement: $_14.80 (POSITION 1)_____

Scenario 2

Area to be abated measures twelve (12) feet in width and four (4) feet in height. The surface is a previously unpainted wooden fence on private property.

Price for Scenario 2 graffiti abatement: $___19.80 (POSITION 1)_____

Scenario 3

Area to be abated is the entire surface of a previously unpainted concrete block wall on City property. Wall measures forty (40) feet in width and six (6) feet in height.

Price for Scenario 3 graffiti abatement: $____88.00 (POSITION 1)_____

Scenario 4

Contractor arrives on site to find that area has been abated.

Trip Charge: $____8.00 (POSITION 1)_____

Product Pricing

Provide the brand, grade, unit size and pricing for the products proposed to be used in performance of this contract. Additional space is provided for write-in of products that are not listed.

Product	Brand	Grade	Unit Size	Price
Silicon Sand	N/A NOT USED			**$N/A**
Graffiti Remover	GPC, INC	PROFESSIONAL	GALLON	**$20.00/GALLON**
Soda	GPC, INC.	BLASTING FORMULA	50 LBS	**$25.00/BAG**
Steam	NO COST			**$0**
				$
				$
				$
				$
				$

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 061184

GRAFFITI ABATEMENT
AMENDMENT NO. ONE (1)

DATE ISSUED: JUNE 14, 2006

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Christina Schipansky, Contract Officer at (520) 791-4400 ext. 131.

Department of Procurement, City Hall
P.O. Box 27210
Tucson, Arizona 85726-7210
(520) 791-4704 Fax: (520) 791-4735

REQUEST FOR PROPOSAL AMENDMENT

..ITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 791-4400 EXT. 131
ISSUE DATE: JUNE 14, 2006

REQUEST FOR PROPOSAL NO.: 061184
RFP AMENDMENT NO.: One (1)

RFP DUE DATE: JUNE 23, 2006, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: CHRISTINA SCHIPANSKY

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

GRAFFITI ABATEMENT

The following information is provided as a result of the Pre-Proposal Conference held on June 14, 2006.

Addition, Scope of Work, Section I, A, 6: This section shall read:

6. The Contractor shall meet with the DNR Program Manager one time per week via a mutually agreeable communication method at a mutually agreed upon time to discuss program status and issues.

Addition, Special Terms and Conditions, Section 4: This section shall read:

4. PRICE ADJUSTMENT: **The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.**

Deletion, Scope of Work, Section I, A, 9: Delete entire section.

Clarification: A license issued by the Arizona Registrar of Contractors is not required.

Additional Information: The current Contractor will conduct ride alongs upon request. To schedule a ride along, call:

GAPIT
Michelle Phillips
(520) 622-7197

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature _____ Date 06-22-06

CARL ALENHOFF, PRESIDENT
Typed Name and Title

GRAFFITI PROTECTIVE COATINGS, INC.
Company Name

419 N. LARCHMONT BLVD., # 264
Address

LOS ANGELES CA 90004
City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

July 11, 2006

Barry Steinhart, General Manager
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd #264
Los Angeles, CA 90004
Fax: (323) 656-3579

Sent via facsimile this day

Subject: **RFP No. 061184 – Graffiti Abatement - Request for Clarification and Additional Information**

Dear Mr. Steinhart:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 061184 – Graffiti Abatement. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you provide clarification of and additional information about the following:

1. Provide additional information regarding the firm's plan and timeline for acquiring the proposed equipment and personnel. Provide information regarding proposed training of new personnel.
2. Clarify your supervisory structure and the names and positions of key personnel. Identify the personnel proposed to perform training functions and their qualifications.
3. Clarify whether or not the proposed key personnel will be dedicated to the Tucson office or will serve to establish the office only.

Please provide a written response to these issues to the City of Tucson, Department of Procurement no later than **Wednesday, July 26, 2006.** You may fax your response to me at (520) 791-4735.

The City of Tucson appreciates your attention to this matter. Should you have any questions, please call me at (520) 791-4400 ext. 131.

Sincerely,

Christina Schipansky
Senior Contract Officer

CS/sd

C: File No. 061184

GRAFFITI PROTECTIVE COATINGS

RFP # 061184- GRAFFITI ABATEMENT- REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION

GPC's ability to succeed is determined before the first "tag" is removed. The efficiency and strength of the work plan, materials, techniques, trucks, equipment, and the skills and expertise of the staff assigned all predetermine the outcome of the project.

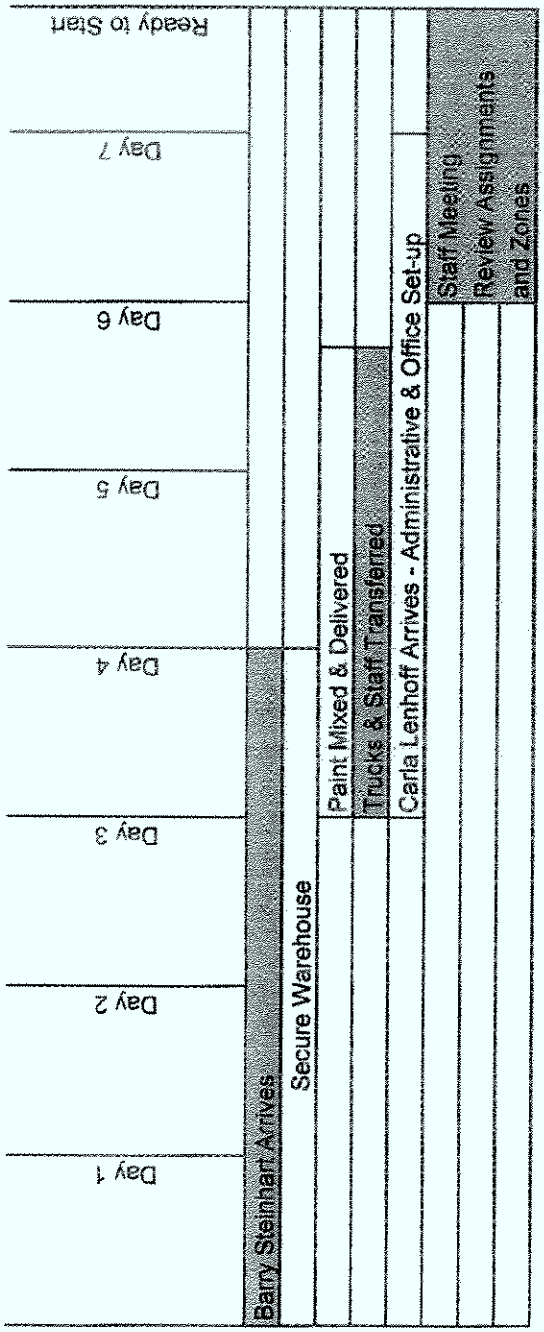
ITEM #1 TIMELINE AND PERSONNEL TRAINING

Graffiti Protective Coatings, Inc. (GPC) requires no new equipment or personnel to adequately fulfill this contract. GPC currently possesses a pool of fully equipped trucks and trained personnel for the needs of this contract as well as reserves for any unanticipated additional labor or equipment requests. Trucks are complete and ready for immediate service. Staff is already employed and also is ready for immediate service. GPC's main set-up task will be to transfer equipment and labor resources to their new permanent location in Tucson. Fortunately, GPC has experience moving equipment and people and has created the following plan/timeline for the Tucson office to be fully operational in 1 week (SEE TIMELINE).

Immediately upon GPC receiving confirmation of contract approval by City Council, GPC will initiate its seven day set-up of the Tucson office. Within the first 24 hours Barry Steinhart will arrive in Tucson and will secure a warehouse. This process will be completed within 4 days. GPC's Frazee paint store rep will arrange to have one of the two Tucson Frazee stores prepare all needed paint inventory as well as deliver paint to the GPC Tucson warehouse. This process will be completed Days 3 through 4. Also on Days 3-4, four trucks will be sent from Southern California to Tucson driven by assigned Tucson personnel. On Day 3, Carla Lenhoff will arrive in Tucson to set up all administrative items such as business license and office equipment set-up including phone, fax and computer. Some of these items rely upon entities beyond our control, so GPC has allocated 4 days for these tasks and has the Los Angeles office as a back-up source to direct forward any local calls, faxes, and e-mails. Finally on Day 6, a staff meeting will be held to review work assignments and zones. By Day 7, GPC Tucson will be ready to start work.

419 N. Larchmont Blvd
Number 264
Los Angeles, CA 90004
(323) 464-4472
Fax (323) 656-3579

Timeline


Day 1
Day 2
Day 3
Day 4
Day 5
Day 6
Day 7
Ready to Start
Barry Steinhart Arrives
Secure Warehouse
Paint Mixed & Delivered
Trucks & Staff Transferred
Carla Lenhoff Arrives - Administrative & Office Set-up
Staff Meeting
Review Assignments
and Zones

NEW PERSONNEL TRAINING

GPC has an internal ranking system for all field technicians. Rankings are divided into three levels based upon experience. All GPC personnel must be a minimum Level 2 technician in order to operate a truck independently. Level 1 technicians are new employees in training with less than 1 year of experience. Level 2 technicians have a minimum of 1 year of experience accompanying a Level 3 technician and have completed a 100 item training (SEE TRAINING SPREADSHEET). Level 3 technicians have 3 or more years of experience and must have served in a project manager capacity.

Just as GPC's auto insurance carrier will not insure a driver without adequate driving experience (3 years), GPC is not willing to "insure" a field tech without the required experience and training. GPC feels that it takes a minimum of 1 year of training with a Level 3 technician to gain the experience and skills to properly perform the job in a professional manner.

On account of GPC's strict training standards, GPC limits the amount of new contracts it bids upon each year. Tucson is one of the few new project's GPC has chosen to bid this year.

For this project the Tucson office will have one Level 3 technician and three Level 2 technicians all coordinated and managed by the "key personnel" listed in original proposal.

GRAFFITI PROTECTIVE COATINGS
418 N. Lorelmont Blvd.
Number 264
Los Angeles, CA 90004
(323) 464-4472
Fax (323) 656-3579

TRAINING SPREADSHEET

Accident investigation
Acid glass buffing
Adverse weather conditions
Airless sprayer- cleaning
Airless sprayer- color blend
Airless sprayer- color change
Airless sprayer- repairs
Airless sprayer- tip applications
Aluminum removal
Anondized steel removal
Anti-graffiti coating application
Anti-graffiti coating removal and replacement
Anti-graffiti window film application, maintenance, removal
Asphalt removal
Awning removal
Baking soda avoidance of plants
Baking soda blasting
Bathroom/ interior removal
Bench removal
Block wall removal
Brick removal
Bridge removal
Chainlink removal
Client communication
Clothing and personal protective equipment
Code of safe practices
Color matching
Colored concrete removal
Colored curb removal
Concrete light pole removal
Confined space operations
Copper removal
Curb removal
Driving safety
Electrocution dangers
Emergency procedures- First Aid
Equipment design
Equipment repair
Equipment tag-out
Fall protection
Fence screen removal
Fire prevention
Glass removal
Graffiti remover usage and safety
Granite removal
Grout removal
Hazard communication (chemicals)
Hazard correction
Hazard identification and evaluation
Job prep-truck prep
Job site clean up
K-rail removal

Limestone removal
Mailbox removal
Marble removal
Marker removal
Mural removal
No cell phones while driving
Non reflective sign removal
Obtaining property waiver
Paint bases
Paint disposal
Paint removal
Painting prep
Painting techniques
Painting tools
Parking off street
Pedestrian safety
Photo documentation
Plastic removal
Polycarbonate removal
Powder coat removal
Preventative maintenance
Primer usage
Priority service call plan
Respecting all citizens
Respiratory protection
Second story removal
Shortest path day planning
Sidewalk removal
Silica sand dangers
Slump stone removal
Split face removal
Spray paint usage and safety
Stainless steel removal
Steam cleaning
Sticker removal
Stone removal
Stucco- non porous removal
Stucco- porous removal
Surrounding surfaces protection
Tile removal
Tree removal
Utility and phone box removal
WATCH handbook
Water recovery/recycling
Wood fence removal
Wood telephone pole removal
Work sheet documentation
Wrought iron removal

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GRAFFITI PROTECTIVE COATINGS

ITEM # 2 SUPERVISORY STRUCTURE

See Supervisory Structure Flow Chart **(COMPANY-WIDE)**

As discussed in Item # 1, training for new personnel consists of a minimum of 1 of year experience accompanying a Level 3 technician. Barry Steinhart trained Mike Kightlinger, Julio Bonilla, Samuel Abundis, Jesus Rodriguez, and William Subuyuj personally, and those staff members have trained all other current Level 3 technicians.

All staff performing the training functions each have removed thousands of "tags" from all surfaces and could easily be qualified as experts in their field based upon the volume and variety of graffiti removed.

For the Tucson office, Barry Steinhart will directly manage the site/project manager. The Level 3 technician GPC has chosen to be the site/project manager for this project is William Subuyuj. William currently serves as the site/project manager in the city of Torrance.

William Subuyaj was chosen because GPC's contract in Torrance is very similar in size, dollar value, and scope to Tucson. William takes great ownership and pride in GPC. His enthusiasm and desire to please sets the tone for his current staff of two Level 2 technicians. Torrance crews patrol and clean graffiti from over 150 linear miles of streets daily as well as maintains graffiti removal at all the city parks. His duties beyond graffiti removal include meeting with and coordinating work orders with city staff, organizing crews, preparing worksheets, preparing photographs, and communicating with Barry Steinhart on a daily basis.

The City Torrance was included as a reference in GPC's proposal and can be contacted to verify the outstanding level of service provided by GPC and William Subuyaj.

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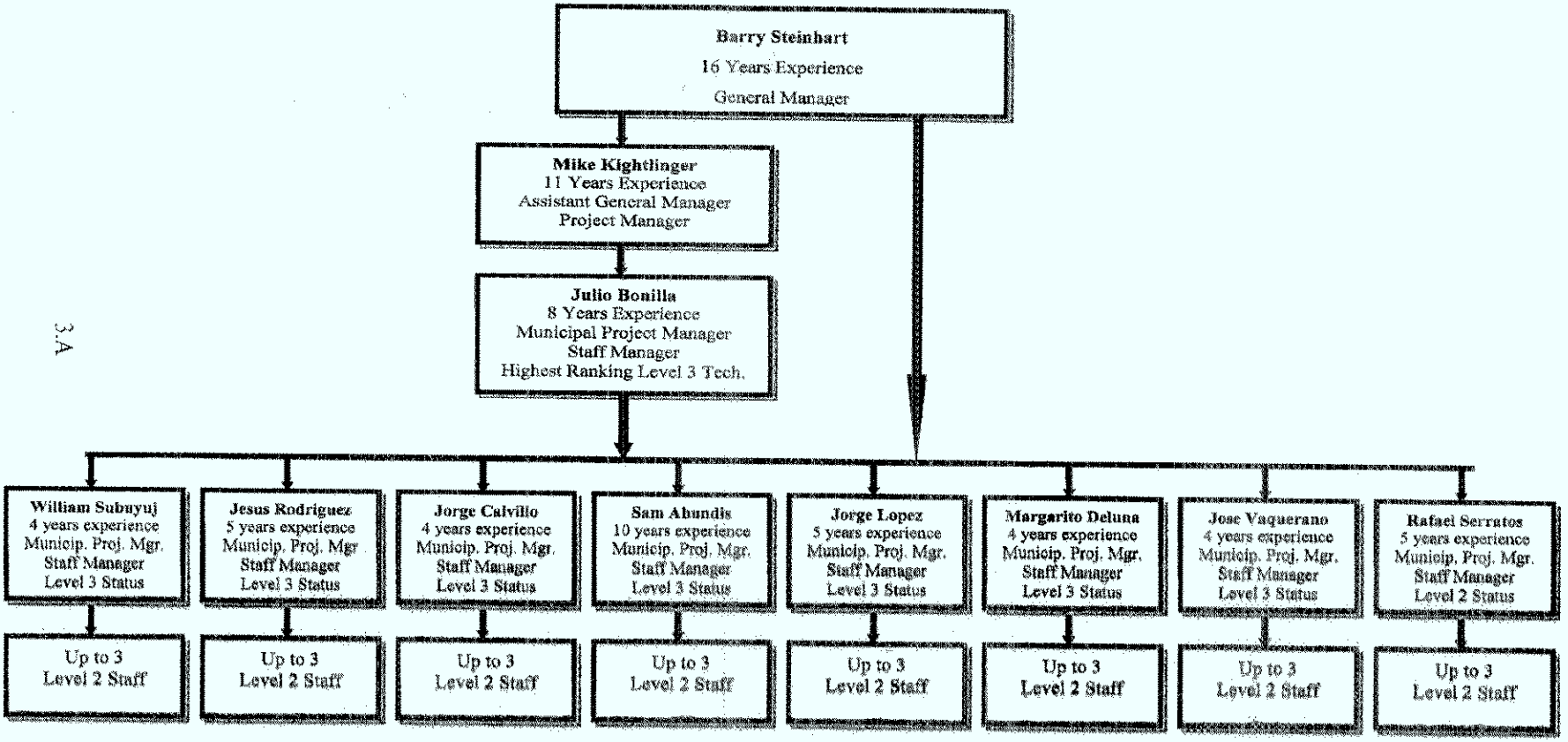
Fax (323) 656-3579

Supervisory Structure



* Note: Level 1 Staff trains directly with Level 3 staff and is not listed.

GRAFFITI PROTECTIVE COATINGS

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ITEM # 3 KEY PERSONNEL IN TUCSON

Proposed key personnel listed in the proposal will be dedicated to the Tucson office on an ongoing basis identical to all other GPC municipal contracts. During the initial phase of the contract, Barry Steinhart will be in the City every day. Once the office is established, one of the three key personnel will be in Tucson at least once per week to supervise and meet with City staff, as is the standard with every other municipality contracting with GPC. The Level 3 Technician assigned to the Tucson office will be the site/project manager, however overall supervision will go to key personnel, primarily Barry Steinhart. Barry Steinhart and Mike Kightlinger communicate with all site managers many times per day.

With GPC, the City benefits from its ability to do business with a local office as well the knowledge and comfort that any additional fully equipped trucks and corresponding highly trained and experienced staff are in place and ready for immediate service.

Oscar Hernandez - *Mayor*
Victor Bello - *Vice Mayor*
George Cole - *Councilman*
Teresa Jacobo - *Councilwoman*
George Mirabal - *Councilman*

CITY OF BELL

6330 Pine Avenue
Bell, California 90201
(323) 588-6211
(323) 771-9473 Fax

August 9, 2006

To: City of Tucson Public Works Department

Graffiti Protective Coatings has been providing graffiti removal services for the City of Bell since 1996 with exceptional consistency. We have found that Mr. Barry Steinhart and his staff conduct their business with professionalism, quality, integrity, and compassion.

Graffiti Protective Coatings is extremely flexible and thorough in meeting our everyday needs. They approach each unique and routine issue with extreme poise and get the job done on time meeting or exceeding all of our expectations.

Mr. Steinhart has been called before the Mayor and the City Council several times to be praised for their work and our Chief Administrative Officer credits GPC's performance as one of the factors for the current City's economic success by creating a superior business environment and higher property values. All surrounding cities have either hired GPC or tried to emulate their program.

The City of Bell would not be where it is today if it were not for the contributions from contractors like Graffiti Protective Coatings. Therefore, if there were ever a company that I would recommend for graffiti removal, bus shelter cleaning, and street sweeping, it would be Graffiti Protective Coatings.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS / ADMINISTRATION, PLANNING AND FACILITIES BUREAU

1601 San Francisco Avenue, CA 90813 Phone (562) 570-2719 Fax (562) 570-2792

FACILITIES MANAGEMENT DIVISION

August 7, 2006

Mr. Barry Steinhart
General Manager
Graffiti Protective Coatings
419 N. Larchmonth Blvd., Ste 264
Los Angeles, CA 90004

Dear Mr. Steinhart:

The City of Long Beach began contracting with Graffiti Protective Coatings (GPC) for graffiti removal services on April 19, 2004. From the beginning, GPC has met and exceeded all of our expectations.

As you the know, the differences between a poor and excellent contractor usually comes down to factors such as attitude, commitment to quality, pride, training, discipline, and ethics. You and your employees have demonstrated in abundance all of the aforementioned qualities.

GPC has provided the City with superior customer service, work of excellent quality, and quick response turnaround times for a low cost.

In the future, please feel free to list the City of Long Beach as a reference in your bid proposals. We would be happy to recommend your company to others.

If you have any questions, my point of contact is Gayle Rutten at (562) 570-2718.

Sincerely,

Acting Facilities Management Officer

SJG:GR
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CITY OF TORRANCE

Department of General Services
Facility Services Division
3031 Torrance Boulevard
Torrance, CA 90503
Phone: 310/618-3000
Fax: 310/618-6201

August 8, 2006

Mr. Barry Steinhart
General Manager
Graffiti Protective Coatings

Dear Mr. Steinhart:

The City of Torrance has contracted with Graffiti Protective Coatings (GPC), as our sole source of graffiti removal service, since July 1, 2002. During this time we have been very pleased with the professionalism exhibited by GPC employees. GPC is very efficient and knowledgeable of their work. GPC has met and continues to meet and exceed our expectations.

As you are aware, a contractor can make or break the success of a graffiti abatement program. I personally am very proud of our graffiti abatement program here in the City of Torrance. Our city appears to be virtually graffiti free, in part, as a result of the efforts of GPC. Not only do you remove reported graffiti incidents issued to you quickly; you also vigorously seek out graffiti in our city and often remove it before we become aware of it. GPC has great response time and generally gives us same day service.

GPC is easy to work with. You are team players that help our program to run smoothly. I especially appreciate the extra effort put forth for our special events and needs that are unique to the City of Torrance. Whether it is our Fourth of July Celebration, Armed Forces Day Parade, Mural, Monument, Tree House, or Weekend Emergency – GPC is always there for us when we need them.

Please feel free to use the City of Torrance as a reference and refer any further questions to me at 310/618-6254.

Sincerely,

Graffiti Abatement Coordinator

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

August 4, 2006

Barry Steinhart, General Manager
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd. #264
Los Angeles, CA 90004
Fax (323) 656-3579

Sent via facsimile, this day

Subject: Request For Proposal No. 061184 – Graffiti Abatement

Dear Mr. Steinhart:

Your firm has been chosen to advance to the next step in the selection of a contractor for graffiti abatement.

Graffiti Protective Coatings, Inc. has been scheduled to attend an interview at **2:00 PM** on **August 10, 2006.** The interview will take place at **the Department of Neighborhood Resources Conference Room** located at **320 North Commerce Park Loop, Sentinel Building, 2nd Floor**. The Evaluation Committee requests that the Contract Representative, Supervisors and individuals the City will have daily contact with be in attendance. Present at the interview from the City will be representatives from the Departments of Neighborhood Resources, Transportation, Parks and Recreation and Procurement.

You will be given one and one half hours to respond to the items below and to questions from the Evaluation Committee. This is the firm's opportunity to present information it considers helpful to the City's evaluation of its proposal. The Evaluation Committee requests that the firm address the following items as well as provide six copies of a written response. You may present additional information relevant to the firm's proposal as well.

1. Identify the individual who will serve as your firm's primary representative for this contract and will interface with the Department of Neighborhood Resources (DNR) management. Does this person have 24/7 telephone availability in the event of an emergency? If so, please provide.
2. Identify the individual who will serve as your firm's primary representative for this contract and will interface daily with the DNR staff. Does this person have 24/7 telephone availability in the event of an emergency? If so, please provide.
3. Does the firm have 24/7 fax and message capability?
4. Does the firm have the capability to add workers as needed? How will the firm add workers?
5. What has been your approach to routing workers and/or batching your work?
6. The City is required to have a signed Right of Entry form for each property. Once the signed form has been received, what will your turn around time for removal be?

7. If your firm were to be asked to secure signed Right of Entry forms, what would your approach to this be?
8. What is the volume of work your firm is currently handling? Provide this information in terms of square feet of graffiti removed, gallons of paint, number of sites and trips, if available.
9. What has been your firm's most significant challenge in the communities in which you have performed services?
10. Priority projects, hate and racial graffiti and elected official directed removals must be responded to quickly. How will you mobilize quickly in response?
11. Corridor sweeps, area sweeps prior to an event and area wide removal prior to police enforcement activities are special projects and mobilizations that may take place. Describe your experience with these and approaches your firm has taken to these projects.
12. Provide a sample of an invoice you propose to present to the City.
13. Provide all inclusive per square foot pricing for each of the RFP document's Price Page scenarios.

Please do not hesitate to contact me with questions at **(520) 791-4400, ext. 131**. I look forward to seeing you on **August 10th.**

Sincerely,

Christina Schipansky
Senior Contract Officer

cc: File No. 061184

GPC
GRAFFITI PROTECTIVE COATINGS

RFP NO. 061184- GRAFFITI ABATEMENT

AUGUST 10TH INTERVIEW

Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Tucson (City) to control this problem. Graffiti Protective Coatings, Inc. (GPC) specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program *each and every truck and technician is fully equipped and trained to remove all graffiti.*

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites are removed no matter how small including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, roofs, sewer lids, vents, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, stickers, mailboxes, banners, etc.

GPC is planning to divide the City into three geographic zones if approved by the Department of Neighborhood Resources program manager (DNR). Each Zone will have its own truck and crew specializing in that area. By dividing the City into zones, GPC gains efficiencies of drive time creating faster response times, more specific knowledge of neighborhoods, "hot spots", and color matches creating better consistency, and the technicians are more accountable for the appearance of their zone creating higher quality.

GPC's average rate of removal will be in excess of the minimum 90 square feet per hour requested in the RFP. GPC has thoroughly reviewed the RFP and will comply with all provisions as called for in the "Scope of Work" section.

Q1: Primary representative for DNR management? 24/7 Access?

The primary representative will be Barry Steinhart. He is available 24/7 365 days a year.

GPC will dedicate a local Tucson phone number to be permanently direct forwarded to this number (as is the practice used for San Diego and Las Vegas).

Q2: Primary representative for DNR staff? 24/7 Access?

The primary representative will be William Suburui. He is available 24/7 365 days a year.

GPC prefers all non-routine or emergency calls be directed to Barry Steinhart. Before starting the contract, William will be given a local Tucson phone number.

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Q3: 24/7 Fax and message capability?
GPC has 24/7 fax and message capability. GPC Tucson will have an exclusive live 24 hour answering service that will immediately text graffiti removal requests to William's phone and messages from City staff to both William's and Barry's phone. GPC prefers City staff calls GPC on their direct cell line. GPC staff is always available to the City. GPC Tucson will have a dedicated fax line that will be operational 24 hours per day.

Q4: Adding additional workers?
GPC has the capability to add experienced permanent or temporary workers as needed. GPC will send workers from its current pool of staff. GPC currently has enough trained staff to absorb any additional requirements of the City.

Q5: Routing workers?
As discussed the in "overview", GPC plans to divide the City into 3 zones. Calls will be routed via cell phone to the staff in that zone within 5 minutes of receiving the request. Graffiti removal requests made by 2:00 pm will be completed the same day received. Requests received after 2:00 pm will be completed the following morning. GPC staff will be proactively patrolling and removing graffiti as it is spotted and will give priority to service calls. All emergency / priority requests can be completed within 1 hour no matter the time.

Q6: Turn around time?
Graffiti removal requests made by 2:00 pm will be completed the same day received. Requests received after 2:00 pm will be completed the following morning. All emergency / priority requests can be completed within 1 hour no matter the time.

Q7: Securing Right of entry forms?
GPC staff are well-groomed personnel wearing uniforms and all trucks are very professional looking with the company and City name clearly posted on the vehicle. Prior to staring work GPC will obtain from the City a list of all addresses with signed Right to Entry forms. If needed, GPC will copy onto excel format and sort by street name and street number. GPC will print and bind the list, and each truck will have a copy of the booklet. If an address is not on the list, GPC staff will approach the property, identify themselves, explain the Right to Entry form, and obtain the signature. If no signer is available, GPC will leave the form with a standard explanation letter. GPC will provide address and/or fax number to return the Right to Entry from. GPC staff will document process for City staff.

Q8: What is current volume of work?
GPC has over 600 public and private clients and presently cleans over 300,000 locations and 10,000,000 square feet of graffiti annually. Some municipalities provide GPC paint and GPC does have a an accurate estimate of annual paint used.

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(323) 656-3579
License No. 672447

Q9: Most Significant challenge?
The biggest challenge with every new contract is the initial "clean up". This includes but is not limited to catching up on all prior removal requests, removing all existing graffiti throughout the City, taking control of "hot spot" areas, and fixing past removal efforts. Once the "clean up" is complete, all the contracts enter the "maintenance" stage. Barry Steinhart, Mike Kightlinger, and Julio Bonilla (GPC's highest ranking technicians) will each be in one of the three zones for the "clean up" stage. This enables GPC's top personnel an opportunity to learn the City streets, City staff, residents, business owners, and areas of importance. During this period is when GPC key personnel will be working closely with City staff and developing a rapport of trust and confidence.

Q10: How quick to mobilze?
GPC has what is called "red" priority calls. These calls include racial/hate graffiti, elected official calls, and directions from our City superiors as "priority". A "red" priority call means the tech stops whatever the current job, and immediately heads to handle the request. Response will be in minutes.

During after hours, at least one GPC employee will always be on call and can pick up a truck at the warehouse and get to the request within 1 hour. GPC is available 24 hours a day, 365 days a year. All the techs and trucks can handle any graffiti request.

Q11: Special projects approach and experience?
All municipalities have annual events such as parades, fairs, runs, dedications, elections, and crime sweeps. GPC has handled at least a hundred of these events over the years. GPC either schedules overtime for its staff or rotates in other staff for assistance. Either way, GPC gets the job done. GPC has a 100% success rate in this area.

GPC's biggest annual challenge is the University of Southern California graduation. GPC is responsible for steam cleaning all the University hardscapes each year prior to graduation. Every year GPC utilizes up to 25 trucks and staff via overtime to complete the job. The job takes approximately 800 man-hours to complete. The job is always finished on time and to standards so high that GPC is the only contractor on campus not subject to competitive bidding.

Q12: Sample Invoice?
See attachment.

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Q13: Square Foot Pricing?

Group 1 – Painting

Scenario 1- $0.10 sqft- minimum charge $14.80
Scenario 2 -$0.18 sqft- minimum charge $19.80
Scenario 3- $0.18 sqft- minimum charge $19.80
Scenario 4- $8.00 trip charge (sqft N/A)

Group 2 – Media Blasting

Scenario 1- $0.37 sqft- minimum charge $14.80
Scenario 2 -$0.20 sqft- minimum charge $19.80
Scenario 3- $0.37 sqft- minimum charge $19.80
Scenario 4- $8.00 trip charge (sqft N/A)

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CITY OF xxxxxx - August 2006

TYPE	Locations	Sq Ft Over 150($.50/sf)	Cost
Paint	12	150	339
Chemical	2		44
Blast	4		128
Totals			511

Cost Codes	Code	Cost
Public-Private/Paint & Additional Color	PP	22.00
Public-Private/Chemical	PC	22.00
Public-Private/Water Blast	PW	32.00

Release Auth.	Day of Month	Address No.	Street Name	Tag Type	~~Property~~ Surface Type	Sq. Ft.	Method	Code	Cost	Photo #
y	1	2309 w	victory	n/a	private	100	paint	pp	22.00	1,2
n/a	1	718 e	olive	crew	public	10	waterblast	pw	32.00	3
y	1	211	florence	crew	private	60	paint	pp	22	4,25
y	1	557 e	cypress	n/a	private	80	paint	pp	22.00	5,6
y	2	612 e	cypress	n/a	private	150	paint	pp	22.00	7,8
y	2	2517 w	victory	crew	private	20	paint	pp	22	9,26
y	3	400 n	avon	crew	private	10	waterblast	pw	32	10,27
y	3	456	parish	n/a	private	25	paint	pp	22	11,12
y	4	234 w	linden	n/a	private	25	paint	pp	22	13,14
y	4	1020 n	lake	n/a	private	200	paint	pp	47	15,16
y	7	500 n	sixth	gang	private	200	paint	pp	47	17,18
y	7	3417 w	alameda	gang	private	5	waterblast	pw	32	19,35
y	8	981	rose	crew	private	120	paint	pp	22	20,21
y	8	121 n	parish	crew	private	200	paint	pp	47	22,23
y	9	2643 n	brighton	crew	private	10	paint	pp	22.00	24,28
y	9	542 n	buena vista	crew	private	5	chemical	pc	22.00	29,31
y	9	2305 w	alameda	crew	private	5	waterblast	pw	32.00	30,32
n/a	9	261	pacific	crew	public	5	chemical	pc	22.00	33,34
						1230			511.00	

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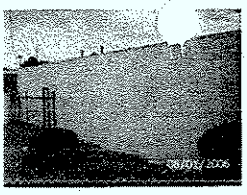
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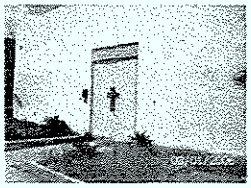
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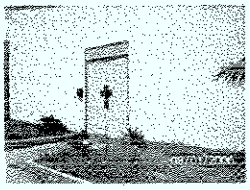
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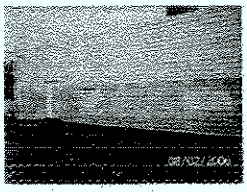
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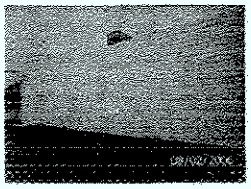
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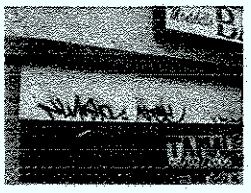
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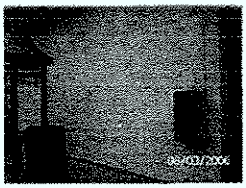
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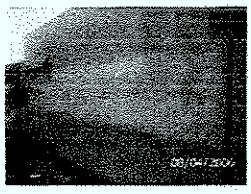
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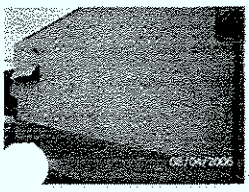
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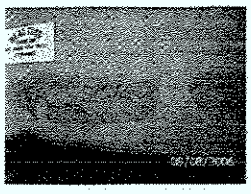
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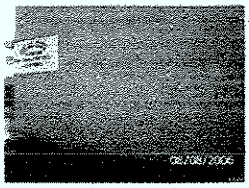
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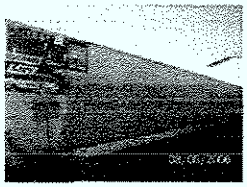
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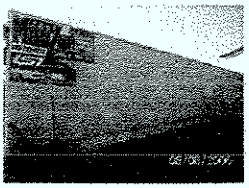
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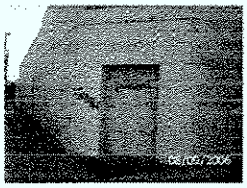
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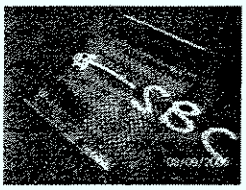
06 Aug 1-9 034

06 Aug 1-9 035

Invoice

Invoice Date	INVOICE #
8/9/2006	6032-707

INVOICE TO:	JOB LOCATION
CITY OF XXXX FINANCIAL SERVICES DEPARTMENT P.O. BOX XXXXXXXX XXXXXXXXXXXXXXXXXXXX	AUGUST 2006 CITYWIDE GRAFITTI REMOVAL

P.O. NO.	TERMS
98871	Net 30

Worked Performed	Fee	Total Due
AUGUST 2006 - CITYWIDE GRAFITTI REMOVAL		
PUBLIC & PRIVATE PROPERTIES		0.00
PAINT	264.00	264.00
PAINT OVER 150 FEET	75.00	75.00
CHEMICAL	44.00	44.00
CHEMICAL OVER 150 FEET	0.00	0.00
BLAST	128.00	128.00
BLAST OVER 150 FEET	0.00	0.00

Please enter invoice number on check and remit to:
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd. #264
Los Angeles, CA 90004

Total Due: $511.00

GPC
GRAFFITI PROTECTIVE COATINGS
419 N. Larchmont Blvd.
Number 264
Los Angeles, CA 90004
(323) 464-4472
(323) 656-3579
License No. 672447

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

August 15, 2006

Barry Steinhart, General Manager
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd #264
Los Angeles, CA 90004
Fax: (323) 656-3579

Sent via facsimile this day

Subject: RFP No. 061184 – Graffiti Abatement - Request for Clarification and Additional Information No. 2

Dear Mr. Steinhart:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 061184 – Graffiti Abatement. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you provide clarification of and additional information about the following:

1. Explain the per square foot pricing and the differences between the per square foot pricing presented for each of the scenarios. Is the per square foot pricing included in the total dollar amount quoted for each scenario?
2. Explain the "minimum charge". When will the minimum charge apply? How is the minimum charge determined? Are there situations in which a minimum charge will not apply?
3. Explain the difference in Scenario 3 pricing between the proposal received in response to the RFP and the answers presented in response to the interview questions.
4. Clarify your understanding of the trip charge. When will it apply? Identify proposed procedures that may keep trip charges to a minimum.
5. Identify all charges that may be applied and clarify when these charges will be applicable.
6. Clarify whether or not charges for work performed as a result of DNR issued work orders will be the same as those that will apply for work performed as a result of the patrol.
7. Confirm your understanding of a DNR issued work order and its priority level in your workload.
8. Do you propose to employ office staff for your Tucson office? Identify the proposed office staff, their proposed working hours and their experience.
9. Per the Scope of Work, Section I. A. 5, the successful contractor may be required to work with community and volunteer groups. Summarize the firm's experience with working with the surrounding community, if any. Specifically, identify any experience working in cooperation with community and neighborhood organizations, volunteers and community service program participants. Clarify whether or not the firm is willing to work with these groups for special efforts and projects as coordinated and managed by DNR.

Please provide a written response to these issues to the City of Tucson, Department of Procurement no later than **Wednesday, August 15, 2006.** You may fax your response to me at (520) 791-4735.

Should you have any questions, please call me at (520) 791-4400 ext. 131.

Sincerely,

Christina Schipansky
Senior Contract Officer

C: File No. 061184

GRAFFITI PROTECTIVE COATINGS

419 N. Larchmont Blvd.
Number 264
s Angeles, CA 90004
(323) 464-4472
x (323) 656-3579
License No. 672447

FACSIMILE TRANSMISSION

DATE: AUGUST 16, 2006

TIME: 7:00 **(PST)**

NUMBER OF PAGES FOLLOWING: 3

TO: MS. CHRISTINA SCHIPANSKY

COMPANY: CITY OF TUCSON

FAX NUMBER: 520.791.4735

FROM: BARRY STEINHART (213)591-1153
G P C, INC.

Re: RFP No. 061184- Graffiti Abatement

Response to August 15th request for clarification and additional Information

Kindly contact me if you have any additional questions

FAX NUMBER FOR GRAFFITI PROTECTIVE COATINGS, INC. (323) 656-3579

GRAFFITI PROTECTIVE COATINGS

RFP NO. 061184- GRAFFITI ABATEMENT

REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION NO. 2

Q1: Explain per square foot pricing.
The August 10th response that addressed square foot pricing was a calculation based on dividing "scenario" price by "scenario" square footage.

GPC bases total square footage on only the area that is abated. The square foot pricing varied per each "scenario" due to the varying time and materials needed to complete each "scenario".

The square foot price is not in addition to the minimum charge.

Q2: Explain "minimum charge".
A "minimum charge" exists for small jobs. The minimum charge applies when the square footage multiplied by the square foot cost is less than the pre-set minimum charge.

The smallest fee that GPC can charge and still make a profit determines the minimum charge.

The minimum charge does not apply when the cost per square foot multiplied by the square footage to be cleaned exceeds the minimum charge.

Q3: Explain Scenario 3 pricing.
The prices in the original RFP were based on "scenario" job cost. The August 10th response was a calculation of dividing "scenario" job cost by "scenario" square feet.

Group 1 Scenario 3
$42.80/240 square feet = $0.1783 per square foot
Rounded to $0.18 per square foot, no minimum charge applies

Group 2 Scenario 3
$88.00/240 square feet = $0.3667 per square foot
Rounded to $0.37 per square foot, no minimum charge applies

Group 2 pricing is higher than Group1 pricing, because cleaning unpainted concrete block is more complex and time consuming than painting.

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Q4: Clarify trip charge.
The trip charge will be the fee that GPC charges to respond to a DNR service request in which it is discovered that the graffiti has already been abated. The fee covers GPC's cost to respond, document, and photograph the request. This scenario is the only one where GPC would make use of a trip charge.

As GPC responds to service requests within 24 hours, most same day, the amount of incidences where graffiti is abated prior to GPC arriving will be minimal.

Q5: Identify all charges.
GPC has no hidden fees or charges. GPC also has no additional administrative or unanticipated fees or charges. GPC only bills for the actual work performed based upon the pricing schedule agreed upon with the City.

Q6: Clarify DNR work order costs.
The cost for a DNR work order is the same as the cost for a removal completed during a patrol.

Q7: Confirm DNR work order priority level.
Work orders from the DNR have highest priority. The DNR work orders will take precedence to the patrolled routes. GPC understands that a DNR work order was issued because someone (resident, City staff, business owner, etc.) is concerned with a specific graffiti incident. Having your property vandalized is an unsettling event and many people feel violated by this act. GPC wants to make getting tagged an insignificant event by fast, courteous, and professional removal. Therefore, upon receiving a work order, GPC techs will immediately schedule and complete the work orders. All other work spotted on the route will be noted by the GPC techs and completed after all work orders have been finished.

The only exception is when the tech arrives at a work order and finds adjacent properties tagged. In this scenario, the tech will clean the entire immediate area.

Q8: Identify office staff.
GPC will assign Sandy Corbett to the Tucson office. Sandy has 5 years with GPC and 23 years total experience as an office manager. GPC utilizes a service called "Go To My PC" where the main computer can be accessed from other computers. Through "Go To My PC", e-mails, and faxes, GPC office staff can operate seamlessly from any location.

GPC has learned that the City is in the process of setting up and creating new procedures and systems to organize and manage their graffiti program. On account of this, Sandy will work closely with DNR staff in organizing, streamlining, and documenting the graffiti program. GPC feels that Sandy's expertise will be invaluable to the City. Sandy has expressed a strong desire to relocate to Tucson and since GPC can utilize Sandy just as efficiently out of Tucson as Los Angeles, GPC will give strong consideration to keeping Sandy in Tucson on a permanent basis.

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Fax (323) 656-3579
License No. 672447

Regular office staff hours will be 8 am to 4 pm, Monday to Friday. City staff will have the direct line for Sandy, as she is available to the City after normal business hours.

Q9: Working with volunteers and community groups.
In every city there is always a group of highly active people in the community. Since these are the people that often attend council meetings, communicate with City staff on a regular basis, and can have the greatest impact on public perception, GPC works very hard to satisfy these people.

GPC has been diligent at attending and participating in neighborhood clean-ups. From Long Beach to Las Vegas, participation in cleanups is vital for community goodwill. GPC's approach at all these events is to allow the organizers to use GPC as a vital tool in their clean-up goal. GPC techs are always the first volunteers to arrive and the last to finish working. GPC always lets the organizers be the "generals" and lead the event, while GPC techs act in the capacity of their most loyal "soldiers".

GPC cannot use "sentenced" workers in our trucks for any occasion. Besides liability and quality issues, lack of experience and attitude problems are demoralizing and frustrating for GPC techs. However, GPC has no problem participating in an event that uses such workers.

The City can count on GPC to volunteer, cooperate, and participate in any and all events sponsored by the DNR. In fact GPC staff often assist their customers in non-graffiti related events helping with set-up, staffing, and clean up. The City will see that GPC cares about the community and is always available for DNR staff.

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B

Group 2- Media Blasting

Method of Approach

Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Tucson (City) to control this problem. Graffiti Protective Coatings, Inc. (GPC) specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program *each and every truck and technician is fully equipped and trained to remove all graffiti.*

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites are removed no matter how small including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, roofs, sewer lids, vents, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, stickers, mailboxes, banners, etc.

GPC is planning to divide the city into three geographic zones if approved by the Department of Neighborhood Resources program manager (DNR). Each Zone will have its own truck and crew specializing in that area. By dividing the City into zones, GPC gains efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, "hot spots", and color matches creating better consistency; and the technicians are more accountable for the appearance of their zone creating higher quality.

GPC's average rate of removal will be in excess of the minimum 90 square feet per hour requested in the RFP. GPC has thoroughly reviewed the RFP and will comply with all provisions as called for in the "Scope of Work" section.

Equipment

GPC will provide a minimum of 4 rigs *exclusively* for the City. Three trucks will be used for the three zones and the fourth truck will be a project manager's truck and will also be used as a back up. The trucks will be a mix of new or late model long bed 3/4-ton pick-ups and 12 foot 1 ton stakebed trucks. All trucks are fully equipped and self contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting.

GPC's equipment is of the highest quality and all the trucks are specifically customized and designed for GPC graffiti removal techniques. GPC currently has all the equipment needed to fulfill this contract.

Trucks possess spray bottles, abrasive and non-abrasive sponges, towels, bags of baking soda, baking soda blasting attachment for wet blasting, plastic sheeting, 4 sizes of pressure washer tips, 100 extra feet of pressure washer hose, 3 different graffiti removers, blue painter's tape, razor blades, spray gun and wand, and quick connectors.

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Mounted on the trucks are dual strobe lights. The trucks possess a "Men Working" flag sign as well as enough cones to comply with WATCH handbook requirements. Inside the trucks are caution tape, respirators, first aid kits, MSDS sheets, safety equipment, and tools for repairs.

Truck Identification
All GPC trucks will have the permanent vinyl GPC logos on the doors with the local Tucson phone number. Backs of the trucks will have permanent reflective decals stating " MANY STOPS DO NOT FOLLOW". Since the trucks will be exclusively used for the City, GPC will place permanent 8-inch vinyl logos "Under Contract with the City of Tucson" on driver and passenger doors under the GPC logo (Magnets will not last). If the vehicles are ever temporarily used for purposes other than for the City, "City of Tucson" will be covered with blue painter's tape.

Photo Equipment
GPC currently utilizes and documents graffiti removal for some of its clients. GPC uses digital 3.2 megapixel Kodak cameras that provide photo numbers as well as a date and time stamps. The memory card used is a 512 mb Sandisk. At the end of the month or just prior to the memory card filling up (whichever comes first), the memory card is downloaded to a CD-R disk. The memory card is then deleted and reused.

Each month GPC provides the City billing as well as an excel spreadsheet of all work completed during that month. The spreadsheets provide several columns of data such as address, method, cost, etc. One of the columns is labeled "Photograph Numbers", which will have the corresponding before and after photograph numbers for that location. In addition to e-mailing the photographs to the City, GPC also provides a labeled CD of the photographs as well as thumbnail color printout of all photos taken that month (35 pictures per page). All photo information is easy to file and the currently used GPC photo program makes referencing and accessing photos very easy.

GPC's experiences with digital cameras have put the average lifespan of a heavily used digital camera at approximately one year. Therefore GPC keeps a spare camera in each truck that is Sandisk memory card compliant.

Size of Graffiti In Photos
GPC will utilize a red yardstick that it will place in all photos for reference.

Address Documentation
As mentioned in the photo equipment section, GPC will provide the City an excel spreadsheet for each billable month. The columns on the spreadsheet are as follows: Date, Address, Method, Square Footage, Tag Type, Property Type, Cost, Photograph Numbers.

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Sample Spreadsheet Set-up

Date	Address	Method	Square Ft.	Tag Type	Prop Type	Cost	Photo #
07-01-06	123 Main	Paint	20	Crew	City	$20	16, 17

To view the *address of a particular photograph*, simply cross-reference that month's spreadsheet. Note that all photos are time and date stamped.

To view the *photograph of a particular address*, simply cross-reference the thumbnail photo printouts for that month or the photo summary sent via e-mail.

Method Determination

On most all previously painted surfaces (with the exception of *some* semi-gloss, gloss, oil based, powder coated, and anti-graffiti coated surfaces) the best method of removal is to prep and repaint graffiti affected areas with exact color matches. For the few exceptions listed in parentheses above, GPC possesses a graffiti remover that erases the graffiti without damaging the finish or color of those surfaces.

The choices for applying the graffiti removal touch-up paint are brush, 6" mini roller, 9" standard roller, or airless sprayer. If the area to be painted is less than 1 square foot, most likely a brush will be used. If the area to be painted is more than 1 square foot and less than 25 square feet a mini roller will be used. If the area to be painted is over 25 square feet or is extremely porous such as certain stucco finishes or painted block walls where the roller does not easily fill the grout areas, then GPC will use an airless sprayer. If wind conditions or surroundings dictate a sprayer cannot be used, then a standard 9"roller will be used.

Methods

Preparation (prep), which includes adjacent surface protection, are vital in professional removal and will be discussed in the subsequent headings.

It is important to note that GPC uses only quality name brand paint to prevent color fading, obtain better coverage, and prevent adhesion problems. All 32 colors in every truck are the same and do not change. Therefore future touch-ups are always perfect and trucks can be interchangeable.

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Preparation
Before the touch-up paint can be applied, the surface must be clean (GPC has pressure washers on each truck). A scraper will be used to remove loose or flaking paint. Finally if the graffiti is from a marker or dark spray paint on a light color, the graffiti will be "killed" with a primer. It is required to use a primer in these instances, otherwise many rapid coats of paint will have to be applied which will lead to adhesion problems and will distort the texture of the surface

Adjacent Surfaces Protection
GPC utilizes drop cloths to protect the ground and landscaping from drops or spills. If vehicle(s) are too close to the work area, GPC techs will try to locate the vehicle owner(s) so that it will be moved, come back later in the day, reschedule with permission from the DNR, or cover the vehicle(s) with plastic sheeting. Techs are well trained and highly skilled which greatly limits the possibilities of adjacent surface damage. Plastic sheeting and tape is in every truck and will be used when necessary.

Extreme care and diligence is always utilized when using airless sprayers and graffiti removers to avoid overspray of cars, personal property, and pedestrians. During the past 16 years GPC personnel have removed millions of tags with not one claim of overspray, injury, or any other complication for any of our clients.

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Address Documentation
As mentioned in the photo equipment section, GPC will provide the City an excel spreadsheet for each billable month. The columns on the spreadsheet are as follows: Date, Address, Method, Square Footage, Tag Type, Property Type, Cost, Photograph Numbers.

Sample Spreadsheet Set-up

Date	Address	Method	Square Ft.	Tag Type	Prop Type	Cost	Photo #
07-01-06	123 Main	Blast	20	Crew	City	$20	16, 17

To view the *address of a particular photograph*, simply cross-reference that month's spreadsheet. Note that all photos are time and date stamped.

To view the *photograph of a particular address*, simply cross-reference the thumbnail photo printouts for that month or the photo summary sent via e-mail.

Method Determination
Professional graffiti removal on unpainted surfaces calls for complete graffiti removal with minimal or no damage to the underlying surface. Since surfaces and types of "tags" vary, it is vital for the graffiti removal professional to have an array of products and equipment to best eradicate the graffiti.

GPC techs follow a process utilizing various methods and products. First, the tech will attempt to remove the graffiti with simply hot water (180 degrees). This straightforward "steam cleaning" method removes many types of graffiti from various surfaces with absolutely no damage to the underlying surface. This method also preps the surface for GPC's variety of environmentally friendly biodegradable removal products. Graffiti removers are designed for different surfaces (porous, non-porous, delicate). Upon completion of the graffiti remover treatment, 95% of all tags will have been removed. Once again no damage will have been caused to the underlying surface. For the remaining 5% of tags that do not completely respond to this process, baking soda blasting is used. Baking soda is the most abrasive method besides silica sand, however our techs will utilize their skills to limit surface damage.

Qualifications and Experience

History of the Firm
Graffiti Protective Coatings, Inc. (GPC) was based on an award winning business plan at the University of Southern California in 1990 that relied on a formula of constant research and development in techniques, equipment, and products; a highly skilled well paid labor force of problem solving, ever improving, self motivated individuals; and the use of multiple satellite locations. GPC has stayed true to its business plan. Its products, equipment, and techniques are the most advanced in the industry. Staff expertise, consistency, and professionalism continue to grow. Lastly, multiple localized warehouses have created tremendous efficiencies.

GPC has over 600 public and private clients and presently cleans over 300,000 locations and 10,000,000 square feet of graffiti annually. GPC ownership also own American Graffiti, Inc., Nevada's largest graffiti removal contractor. Combined contracts of the companies exceed $3,000,000 annually. More importantly, GPC has never had a contract terminated or failed to successfully complete a contract.

GPC has three types of clients. These include municipalities such as cities of Torrance, Long Beach, and Burbank; government agencies such as the Department of Motor Vehicles, Natural History Museum, and Los Angeles Unified School District.; and private customers such as Disney, Citigroup, and the University of Southern California.

GPC can remove graffiti from ***any surface*** leaving no trace of graffiti, and our skilled and efficient personnel can perform these tasks at an extremely fast speed. GPC standards include 24 hour 7 day a week availability, 98% minimum color match quality, 1 hour or less response to emergency service requests, proactive zero-tolerance patrols, and **always** exceeding the specifications of the scope of work.

Key Personnel
Key personnel for this proposal are Barry Steinhart, Mike Kightlinger, and Carla Lenhoff

-Barry Steinhart
Barry Steinhart has 16 years experience in graffiti removal and has a degree from the University of Southern California. He was instrumental in the development of many of GPC's graffiti removal techniques, pioneered the use of sacrificial anti-graffiti coatings, and developed the company's zero-tolerance graffiti program. He created a simple system of field color matching and the 98% minimum color match program. Barry will be directly involved with all facets of this contract and will relocate to Tucson for its set-up and implementation. The level of service and quality of work performed under Barry's leadership is outstanding. Barry works very hard to be responsive, consistent, detailed, professional, and exceptional. His history is verifiable and irrefutable and always wishes to be judged more by his actions over GPC's 16 year history of successful projects verified through references rather than by words on a piece of paper.

-Mike Kightlinger
Mike Kightlinger has 11 years experience in graffiti removal and has a degree from the University of Colorado. He improved Barry's non-abrasive blasting system techniques, helping to create GPC exclusive sodium bicarbonate (baking soda) attachments. He successfully organized and directed a 72 hour, 18 truck effort to remove graffiti from 73 linear miles of heavy graffiti. Mike specializes in large scale, high difficulty projects. His extensive experience also includes the knowledge and skill to completely rebuild pressure-washing equipment. With parts readily available, equipment downtime is not a factor for GPC. Mike is highly motivated, obsessed with quality, and has a reputation as being tireless.

-Carla Lenhoff
Carla is the President of the company with 14 years experience in the graffiti removal industry. Carla has a degree from the University of Texas. Carla created the company's culture of unprecedented customer service, which she brought with her after serving as store director of Escada Corporation in Beverly Hills. Carla makes all new hires seeking people that possess the "intangibles". GPC has experienced consistent growth under her leadership, amassing diversified and loyal clientele. Carla will insure that all administrative tasks relating to this contract are seamlessly fulfilled.

Training
GPC offers employee's good pay, thorough training, and the best possible equipment. New hires at GPC must have a clean driving record, pass a drug test and background check, and meet GPC's extremely high minimum standards. New staff members train for 1 year as an assistant until getting the chance (upon merit) to take on the responsibility of one of GPC's routes. During training they not only learn how to become skilled professionals at graffiti removal, but also how to recognize hazards. All GPC personnel will wear GPC uniforms, reflective safety vests, and will have cell phones for immediate and direct communication.

Training includes how to match colors, proper use and repair of all equipment, working with varying graffiti removers, appropriate use of blasting attachments, recognizing hot spots and areas of importance, the best times to attack various locations, and communicating with citizens and City staff.

GPC has a flawless safety record. GPC utilizes environmentally friendly biodegradable materials and techniques and will adhere to all Local, State, and Federal rules and regulations. GPC has an appointed Safety Officer who put together our extensive Injury and Illness Prevention Program. Some highlights of our Program in which all of our employees are trained include MSDS knowledge, driving techniques, personal safety gear protection, proper use of tools and equipment, hazard communication practices, recognizing potential hazards, and job site safety.

New employees also learn the importance of quality. Quality control is the responsibility of every GPC staff member. Quality of the removal is to be the highest standard, and also all graffiti removal must be 100% completed. Attention is directed at the importance of experience, details, and ethics. GPC accepts and performs only "excellent" quality from its staff and that is the standard that the City will receive from GPC.

References
CITY OF BELL

6330 PINE AVE.
BELL, CA 90201

CITY OF TORRANCE

20500 MADRONA
TORRANCE, CA 90503

CITY OF LONG BEACH

1601 SAN FRANCISCO AVENUE
LONG BEACH, CA 90813

UNIVERSITY OF SOUTHERN CALIFORNIA

941 W 35TH STREET
LOS ANGELES, CA 90089-0631

Subcontractors
Subcontractors, prison labor, or juvenile detention labor will not be used.

Emergency Responses
GPC has a proven 16 year history of providing 24 hour 7 day a week service. GPC understands priorities and meeting all the request of its customers no matter what the day or hour. The City will have direct cell phone lines to the project manager, the assistant project manager, the President of GPC, as well as the 24-hour answering service that will be linked to the local office. GPC guarantees a 1-hour or less response to all emergency requests.

Local office
Upon award notification, GPC will open an Arizona office in central Tucson with local phone and fax lines. Just like clients in Nevada benefit from their local office in Las Vegas with the backing of a strong corporate office, the same would hold true for the Tucson office. Staff, trucks, and equipment will be based in Tucson. With GPC, the City benefits from its ability to do business with one of the finest and largest professional graffiti removal companies in the country. GPC's proven history will provide the City the knowledge and comfort that the resources of fully equipped trucks and corresponding highly trained and experienced staff are in place and ready for immediate service.

It should be noted, GPC attended the prebid conference and the ride along with the current contractor. Currently, for GPC staff in the city of Pomona to drive to the city of Torrance in Los Angeles County it takes 2 to 2.5 hours (no flights available). Tucson is 2 hours from Los Angeles and 1 hour from Las Vegas. So whether its Torrance or Tucson, the City should be confident that GPC would significantly improve the City's appearance with our high quality work, proven zero-tolerance approach, 24-hour response to standard requests, and 1 hour or less response to emergency requests.

CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**061184**
MATERIAL OR SERVICE:	**GRAFFITI ABATEMENT**
PROPOSAL DUE DATE:	**JUNE 23, 2006, AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**DEPARTMENT OF PROCUREMENT** **255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701**
PRE-PROPOSAL CONFERENCE DATE:	**JUNE 13, 2006**
TIME:	**2:30 P.M., LOCAL AZ TIME**
LOCATION:	**CITY HALL, ATTORNEY'S CONFERENCE ROOM** **255 W. ALAMEDA, 7TH FLOOR** **TUCSON, AZ**

This solicitation and possible future amendments may be obtained from our Internet site at: www.cityoftucson.org/procure by selecting the Bid Opportunities link and the associated solicitation number.

Internet access is available at all Tucson - Pima Public Libraries. Any interested offerors without Internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, AZ.

The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

If you experience any problems receiving this Request for Proposal, please call (520) 791-4217 or (520) 791-4704.

CS/sd

CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**061184**
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PRE-PROPOSAL CONFERENCE DATE:	**JUNE 13, 2006**
TIME:	**2:30 P.M., LOCAL AZ TIME**
LOCATION:	**CITY HALL, ATTORNEY'S CONFERENCE ROOM** **255 W. ALAMEDA, 7TH FLOOR** **TUCSON, AZ**
CONTRACT OFFICER:	**CHRISTINA SCHIPANSKY**
TELEPHONE NUMBER:	**(520) 791-4400 EXT. 131** **CHRISTINA.SCHIPANSKY@TUCSONAZ.GOV**

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of the solicitation and any future amendments may also be downloaded from the City of Tucson Procurement Department Internet site at: www.cityoftucson.org/procure by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

CS/sd

PUBLISH DATE: JUNE 2, 2006

INTRODUCTION

The City of Tucson is seeking proposals from qualified firms for graffiti abatement services for the Department of Neighborhood Resources.

Work shall be performed at a variety of locations within the City limits. Locations shall include, but not be limited to, City-owned property, privately owned property for which permission to enter has been obtained and property owned by other government agencies.

The Department of Neighborhood Resources (DNR) will conduct a quarterly review of contract performance for the first term of the contract, at a minimum. Modifications to the Scope of Work agreed upon by the City and the Contractor may be made following the quarterly review.

Graffiti removal methods may include painting, abrasive removal techniques and other methods proposed by the Contractor and approved by the City. Graffiti removal methods shall not harm, deface or mark the surface.

The successful Contractor(s) shall undergo a training period at the inception of the contract term. The successful Contractor(s) will shadow the current Contractor for a period to be mutually agreed upon by the DNR Program Manager, successful Contractor(s) and the current Contractor.

The City requires a minimum graffiti abatement rate of sixty-five (65) to ninety (90) square feet per hour.

[illegible] months of graffiti abatement activity history is provided in Attachment B. This information is provided for information[illegible]rmational purposes only and is not a guarantee of volume of service.

Award shall be made to the offeror whose proposal is deemed to be most advantageous to the City. This contract shall be awarded by group: Group I – Painting and Group 2 - Media Blasting. Offerors may submit a proposal for one group or both groups. Additionally, this contract shall be awarded by position. The most offeror whose proposal is deemed to be most advantageous for each Group will be position one and the second most advantageous offeror for each Group will be position two. Work under this contract will be completed by the Contractor in position one unless a conflict in scheduling exists in which case work will be assigned to the Contractor in position two.

SCOPE OF WORK

I. CONTRACTOR'S RESPONSIBILITIES – GROUPS 1 AND 2

A. Work Assignments

1. The Contractor shall contact the DNR Program Manager one time per day, five days per week (Monday through Friday) at a mutually agreed upon time to discuss the Contractor's schedule for the day, pending work orders, areas to be maintained and areas to be inspected for approval. Weekend work orders will be assigned on Friday.
2. The Contractor shall receive work orders from the DNR Program Manager via electronic mail or facsimile, as agreed upon by the DNR Program Manager and the Contractor.
3. Upon receipt of a work order, the Contractor shall inspect the location and determine the method of removal that will maintain the integrity of the surface.
4. The Contractor shall provide services within twenty-four (24) hours of issuance of work orders. In the event that a site cannot be abated within twenty-four (24) hours due to inclement weather, size of the site or any other reason, the Contractor shall notify the DNR Program Manager with the status of the site prior to the end of the twenty-four (24) hour timeline.

5. Work may be assigned as a targeted area graffiti removal. As directed by the DNR Program Manager, the Contractor shall be assigned to scheduled visits to specified sites, neighborhoods or corridors. The Contractor may be required to work with a site, neighborhood or corridor liaison in addition to the DNR Program Manager.
6. The Contractor shall meet with the DNR Program Manager one time per week at a mutually agreed upon time to discuss program status and issues.
7. The DNR Program manager or the Tucson Police Department may designate sites as needing an emergency response. An emergency work order will be issued immediately. Emergency response sites will have first priority and may require abatement on the same day. During emergency abatements, additional work orders may be assigned to the Contractor in second position.
8. The Contractor shall deliver completed work orders to the DNR Program Manager via electronic mail, facsimile, mail or in person on or prior to the first working day of the month following the assignment of the work order. Accommodations for special projects may be made.
9. The Contractor shall send one crew to each job site. Additional crews may be assigned to a work site only with prior written approval from the DNR Program Manager. In the event of an emergency designated by the DNR Program Manager, the DNR Program Manager may verbally authorize the use of more than one crew at any one site.
10. Work on private property shall not be performed without a Consent Form signed by the owner unless authorized by the DNR Program manager. A sample of the Consent Form is provided as Attachment A. The Contractor shall obtain the signature of the property owner on the consent form prior to beginning work. Original consent forms shall be returned to the DNR Program Manager on a weekly basis and are property of the City. The City will maintain a database of Consent Forms.
11. In the event that the Contractor identifies graffiti in close proximity to the site designated on the work order or in the targeted area graffiti removal boundaries, the Contractor shall attempt to contact the DNR Program Manager for abatement approval. In the event that the Contractor is unable to reach the DNR Program Manager, the Contractor shall abate the graffiti and submit documentation and an invoice for the work as if in possession of a work order.

B. Description of Work

1. The method of removal shall not leave shadows or ghosts and shall not follow the pattern of the graffiti such that letters or shapes remain apparent on the surface after the graffiti markings have been removed.
2. Unless otherwise approved by the DNR Program Manager, graffiti shall be removed so that the area surrounding it constitutes a box, circle or other geometric shape to minimize the appearance of shadows or ghosts.
3. The Contractor shall protect the surfaces adjacent to the area to be abated.
4. The Contractor shall abate the entire surface in the event that the graffiti covers a significant area of the surface. The DNR Program Manager shall determine whether or not an entire surface will be abated on a case by case basis.
5. In the event that the Contractor arrives on site to find the graffiti has been abated, the Contractor shall notify the DNR Program Manager and submit photos of the abated location. The Contractor may assess a trip charge for sites that have been abated prior to the Contractor's arrival.
6. The Contractor shall ensure protection of the work area at all times including, but not limited to:
   a. Barricading the area of work at distances, so as not to allow persons who are not involved with the abatement into the area.
   b. Barricading area for work performed within the public right-of-way.
   c. Using warning signs and sidewalk and street cones to inform the public of work being conducted.
   d. Immediately correcting damages to the work site.
   e. Leaving work in undamaged condition.
   f. Providing signs to protect the finishes and the public.

7. The Contractor shall remove all equipment and materials from each site and leave the site broom clean at the end of each workday.
8. The Contractor shall dispose of all material containers and excess materials in accordance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Material rinse residue shall be collected and disposed of appropriately.
9. The Contractor is responsible for obtaining and purchasing any water necessary for abatement. Water is available at fire hydrants throughout the City. The Contractor is responsible for obtaining all necessary permits, fittings and water meters that may be required by the City.

C. Photographic Documentation of Work

1. The Contractor shall produce photographs of the location before work is performed and after work has been completed. Photographs shall be electronically labeled with the date the photos are taken.
2. Photographs shall document the size of the area of graffiti to be abated. Photographs shall also document the address of the location of the graffiti.
3. Photographs may be submitted to the DNR Program manager in one of two forms:
   a. Via electronic mail
   b. Hard copies secured to a hardback surface and labeled with the work order information.

D. Personnel

1. Contractor shall designate one specific individual to oversee and inspect work performed by Contractor's personnel assigned to this contract. The designated representative shall be immediately available during work activities to receive communications from the DNR Program Manager.
2. Contractor shall make the designated representative available to accompany the City Representative to inspect sites and/or work upon twenty-four (24) hours notice.
3. An alternate representative shall also be available within the Tucson metropolitan area in the event that the primary representative is unreachable in the event of an emergency.
4. The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.
5. The Contractor's crews shall be in possession of a copy of the resulting contract and the MSDS for each product used in the performance of work at all times.
6. Any person assigned to this contract found to be in possession of and / or under the influence of intoxicants or narcotics shall be removed from assignment to this contract. This person may be subject to arrest and criminal prosecution.
7. Personnel employed by the Contractor shall be screened and are not to perform services under the contract without prior approval from the Contract Representative. All employees performing services must undergo a criminal background investigation prior to performing services under this contract.

E. Equipment

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name and local telephone number in print no less than eight (8) inches tall.
2. The Contractor shall maintain its vehicles and equipment in safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, materials, supplies and equipment necessary to perform services with the exception of paint that may be provided by the City.
4. The City may make storage space for the Contractor's vehicles, materials, supplies and equipment available.

F. Compliance with Applicable Laws and Regulations

1. Contractor shall perform all requirements under this contract in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

G. Use of Products

1. Contractor shall ensure that all employees have immediate access to the Material Safety Data Sheet's (MSDS) for each product used in the performance of this contract.
2. Contractor shall be in compliance with all provisions of the Federal Hazard Communication Act.
3. All products used by the Contractor shall be manufactured products specifically intended for purpose for which they are being used. Contractor shall not devise any products of his/her own making for use under this contract. The use of all products shall be in strict conformance with the manufacturer's specifications.

H. Protection of the Public and Damages to Existing Structures

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning devices.
3. The Contractor shall avoid damage to existing structures. In the event that a structure is damaged in the course of work, the Contractor shall be solely responsible for its repair or replacement.

I. Invoices

1. All invoices for work performed under this contract shall be submitted electronically in an Excel 2003 format or other format approved by the DNR Program Manager.
2. The invoice shall include the following:
   a. Contract number
   b. Purchase order number
   c. Contractor's invoice number
   d. Abatement site address
   e. Work order number
   f. "Before" and "after" photographs
   g. Beginning and ending dates for services
   h. Arrival and departure times for services
   i. Beginning and ending mileage for travel to the site
   j. Square footage removed for each method of removal
   k. Total square footage removed
   l. Number of gallons of removal product used per abatement
   m. Unit cost, subtotals and total for invoice

ADDITIONAL SPECIFICATIONS – GROUP 1 – PAINTING

1. Subject to availability, the City will provide the Contractor with colors of paint for use on City property as defined by the DNR Program Manager.

2. The Contractor shall reasonably match existing painted surfaces using an approved paint palette provided by the DNR Program Manager. In the event that a private property owner provides matching paint, the Contractor shall use the paint provided by the property owner at the owner's property.
3. The Contractor shall not paint previously unpainted surfaces and finishes such as slump stone, split face masonry, stone, brick or concrete block unless painting is specifically requested by the property owner or DNR Program Manager. These specific requests shall be noted on the work order for the site.

III. ADDITIONAL SPECIFICATIONS – GROUP 2 – MEDIA BLASTING

1. All chemical graffiti removal products shall be biodegradable and environmentally safe.
2. The Contractor shall perform all abrasive removal techniques so that the abatement area is blended into the adjacent surface.
3. Should one location require more than one removal technique and the total square footage of the abatement does not exceed one hundred (100) feet, the City shall not be charged the minimum charge for both techniques. The Contractor may charge the average of the minimum charges for the techniques used.
4. Should one location require more than one removal technique with one technique exceeding one hundred (100) square feet and the other not exceeding one hundred (100) square feet, the Contractor shall charge the per square foot rate for each technique. The Contractor shall not charge two minimum charges for any one location.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
City: The City of Tucson, Arizona
Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
May: Indicates something that is not mandatory but permissible.
Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT: An original and 4 copies (5 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
   C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
   D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL"

with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at www.cityoftucson.org/procure by clicking on Vendor Services.

21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at www.cityoftucson.org/procure upon issuance of a Notice of Intent to Award or upon final contract execution.

24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
    A. The name, address, and telephone number of the protestant;
    B. The signature of the protestant or its representative;
    C. Identification of the Request for Proposal or Contract number;
    D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
    E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. **PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

A. Method of Approach

B. Qualifications & Experience

C. Price Proposal

II. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

GROUP 1 – PAINTING

A. Method of Approach

1. Describe in detail the equipment proposed to be used in the performance of this contract including, but not limited to, vehicles, spraying equipment, compressors, etc.
2. Describe the manner in which your firm will identify that it is under contract with the City to perform services on its vehicles. Describe the media to be used to identify and how it will be removed from the vehicles and stored when the vehicles are not performing services for the City.
3. Describe in detail the firm's photo equipment. Describe the firm's back up plan should photo equipment fail. Describe the manner in which you will deliver photographs to the DNR Program Manager.
4. Describe the manner in which you will show the size of the area of graffiti in photographs, as required in the Scope of Work.
5. Describe the manner in which you will document the address of the graffiti in photographs, as required in the Scope of Work.
6. Describe in detail your process for determining the appropriate graffiti removal method at each site.
7. Describe in detail your methods for removing graffiti from the following surfaces:
   a. Previously painted surfaces
8. Describe your methods for preparing the following surfaces for appropriate abatement:
   a. Previously painted surfaces
9. Describe the manner in which you will protect surfaces adjacent to the abatement area.

B. Qualifications & Experience

1. Provide a brief history of the firm.
2. Provide resumes and/or biographies for all key personnel, who will be assigned to this contract.
3. Describe the training employees receive before beginning graffiti abatement work.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract.
5. If the use of subcontractors is proposed, provide information about the subcontractor and what service they will be providing.
6. Provide evidence that supports that after normal business hours (8:00 AM – 5:00 PM) emergency responses can be met.

C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____1_%, if payment is made within ____10__ days.

3. a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? NO
   b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) $_____

GROUP 2 – MEDIA BLASTING

A. Method of Approach

1. Describe in detail the equipment proposed to be used in the performance of this contract including, but not limited to, vehicles, spraying equipment, compressors, etc.
2. Describe the manner in which your firm will identify that it is under contract with the City to perform services on its vehicles. Describe the media to be used to identify and how it will be removed from the vehicles and stored when the vehicles are not performing services for the City.
3. Describe in detail the firm's photo equipment. Describe the firm's back up plan should photo equipment fail. Describe the manner in which you will deliver photographs to the DNR Program Manager.
4. Describe the manner in which you will show the size of the area of graffiti in photographs, as required in the Scope of Work.
5. Describe the manner in which you will document the address of the graffiti in photographs, as required in the Scope of Work.
6. Describe in detail your process for determining the appropriate graffiti removal method at each site.
7. Describe in detail your methods for removing graffiti from the following surfaces:
   a. Unpainted slump stone
   b. Unpainted concrete block
   c. Unpainted wood
   d. Previously painted surfaces
8. Describe your methods for preparing the following surfaces for appropriate abatement:
   a. Unpainted slump stone
   b. Unpainted concrete block
   c. Unpainted wood
   d. Previously painted surfaces
9. Describe the manner in which you will protect surfaces adjacent to the abatement area.

D. Qualifications & Experience

1. Provide a brief history of the firm.
2. Provide resumes and/or biographies for all key personnel, who will be assigned to this contract.
3. Describe the training employees receive before beginning graffiti abatement work.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract.
5. If the use of subcontractors is proposed, provide information about the subcontractor and what service they will be providing.
6. Provide evidence that supports that after normal business hours (8:00 AM – 5:00 PM) emergency responses can be met.

E. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____1_%, if payment is made within ____10__ days.
   a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? NO

   b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) $_____

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

MWBE PROVISIONS

THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE JANUARY 1, 2003 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIV OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIV OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

1. **PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE:** In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars ($150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars ($150,000) and ranging up to two hundred fifty thousand dollars ($250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**

2. **PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS:** In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars ($150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars ($150,000) and ranging up to two hundred fifty thousand dollars ($250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offeror shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF EOO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

To be considered, the bidder/offeror must so state in writing with their submittal, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE/WBE firm. Contact the Equal Opportunity Office at 791-4593 to apply for approval as an MBE/WBE Joint Venture.

DEFINITIONS

Certified MBE or WBE - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) – the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Eligible Contract Relative to General Procurement of Goods, Services and Materials - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold, but does not exceed two hundred and fifty thousand dollars ($250,000). Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

Joint Venture - An association of two or more persons, partnerships, corporations, business enterprises or any combination of these entities, established to form a single business enterprise, but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The MBE or WBE partner(s) must be responsible for a clearly defined portion of the work performed, which is set forth in detail separately from the work to be performed by the non-MBE/WBE partner, and which is assigned a commercially reasonable dollar value. Furthermore, the MBE/WBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, interest in capital acquired by the Joint Venture and interest in earnings.

Minority Business Enterprise (MBE) - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

Woman-owned Business Enterprise (WBE) - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

4. **APPLICABILITY:** The seven percent (7%) price preference is available for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars ($150,000) and five percent (5%) is available for contracts exceeding one hundred fifty thousand dollars ($150,000) and ranging up to two hundred fifty thousand dollars ($250,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

   NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE OFFICE OF EQULA OPPORTUNITY PROGRAMS TAKES SEVERAL WEEKS. PLEASE CONTACT THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS AT 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.

SPECIAL TERMS AND CONDITIONS

1. **INSURANCE:** The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
Worker's Compensation Employer's Liability	Statute $100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	$1,000,000 Bodily Injury Combined Single Limit $100,000 Property Damage
Comprehensive Automobile Liability Insurance Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	$1,000,000 Bodily Injury Combined Single Limit $100,000 Property Damage

   Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

2. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

3. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. Attachment C lists the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. However, the parties agree that this list is subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

The successful Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

9. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.

10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

13. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

14. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term

"Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

15. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

16. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

17. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

18. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

19. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

20. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

21. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

22. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

24. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

25. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

26. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

27. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

28. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

29. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

30. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

31. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

32. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

33. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

34. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

35. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor

were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

36. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

37. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

    In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

    The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

    In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

    The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

    Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

38. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

39. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

ATTACHMENT A

CITY OF TUCSON

RIGHT OF ENTRY

City of Tucson
Department of Neighborhood Resources
P.O. Box 27210
Tucson, AZ 85726-7210

Gentlemen:

Permission is hereby granted for **CITY OF TUCSON** employees or their agents to enter upon my/our land described as follows:

Property Identified as: _____

for the purpose of graffiti abatement.

This permission may be revoked upon 90 days written notice to the City of Tucson.

DATED THIS ____ day of _____, 200___.

_____ _____
Owner

ATTACHMENT B

Month	Tag Type		# Sites	Property Type		Paint/Blast	
JULY	R/H	6	733	C	282	P	483
	C/G	241		R	260	B	250
	Crew	497		B	187		
AUGUST	R/H	12	632	C	268	P	386
	C/G	139		R	190	B	246
	Crew	494		B	177		
SEPT.	R/H	7	571	C	213	P	384
	C/G	173		R	181	B	187
	Crew	406		B	199		
OCT.	R/H	9	596	C	224	P	410
	C/G	101		R	187	B	186
	Crew	521		B	190		
NOV.	R/H	40	588	C	239	P	362
	C/G	134		R	191	B	226
	Crew	465		B	205		
DEC.	R/H	28	703	C	322	P	470
	C/G	172		R	224	B	233
	Crew	525		B	179		

R/H = racial/hate
C/G =cluster/gang
Crew = many taggers

C = City
R = Residential
B = Business

P = Paint
B = Blast

ATTACHMENT C

"PROCUREMENT UNITS" ENTERED INTO COOPERATIVE PURCHASE AGREEMENTS WITH THE CITY OF TUCSON

Amphitheater Unified School District #10	Tucson Unified School District
Arizona Supreme Court – Administration Office of the Courts	University of Arizona (ABOR)
Benson, City of	Vail School District
Bullhead City, City of	Valley Union High School #22 (Santa Cruz Valley Union High School)
Buckeye, Town of	Yavapai, County of
Catalina Foothills School District	Yuma, City of
Casa Grande Elementary School District #4	Yuma School District #1
Chandler, City of	
Cochise, County of	
Coconino County	
Coolidge Unified School District #21	
Douglas Unified School District #27	
Flagstaff Unified School District #1	
Hassan Preparatory & Leadership School	
Indian Oasis-Baboquivari U.S.D. #40	
Lake Havasu City, Department of Public Works	
Marana Unified School District #6	
Marana, Town of	
Maricopa County, Materials Management	
Metropolitan Water District of Southern California	
Mohave County	
Navajo County	
Nogales Unified School District #1	
Northwest Fire District	
Oro Valley, Town of	
Papago Tribal Utility Authority aka Tohono O'Odham Utility Authority	
Pima Community College	
Pima County	
Pinal County	
Queen Creek, Town of	
Rhode Island Airport Corporation	
Sahuarita Unified School District	
Sahuarita, Town of	
Saint David Unified School District	
Santa Cruz County	
Scottsdale, City of	
Sierra Vista, City of	
South Tucson, City of	
Sunnyside Unified School District	
Tanque Verde Unified School District	
Thatcher, Town of	
Tucson Airport Authority	
Tucson Medical Center	

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 791-4400 EXT. 131
ISSUE DATE: JUNE 6, 2007

CONTRACT NO.: 061184
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 Of 1
CONTRACT OFFICER: CHRISTINA SCHIPANSKY, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

GRAFFITI ABATEMENT

Pursuant to Contract No. 061184 - Graffiti Abatement, Special Terms and Conditions Section 2, the City is hereby exercising its option to renew the contract for the period of September 1, 2007 through August 31, 2008.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature 6-14-07 Date

CARLA LENHOFF PRES.
Typed Name and Title

Graffiti Protective Coatings
Company Name

419 N. Larchmont Blvd., #264
Address

Los Angeles, CA 90004
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 25th DAY OF June, 2007, AT TUCSON, ARIZONA.

for Kathleen Bender
Mark A. Neihart, C.P.M., CPPB, CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4119
ISSUE DATE: AUGUST 15, 2008

CONTRACT NO.: 061184
CONTRACT AMENDMENT NO.: TWO (2)

SD
CONTRACT OFFICER: DAMIAN BONURA

THIS CONTRACT IS AMENDED AS FOLLOWS:

GRAFITTI ABATEMENT

Pursuant to the contract #061184, Graffiti Abatement, Special Terms and Conditions, Section 2, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for the period of **September 1, 2008 through August 31, 2009**.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature 9/20/08 Date

CARLA LENHOFF President
Typed Name and Title

Graffiti Protective Coatings
Company Name

419 N. Larchmont Blvd. #264
Address

Los Angeles, CA 90004
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 11th DAY OF September, 2008, AT TUCSON, ARIZONA.

for Kathleen Benedy
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
as Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4119
ISSUE DATE: MARCH 23, 2009

CONTRACT NO.: 061184
CONTRACT AMENDMENT NO: THREE (3)

SD
CONTRACT OFFICER: DAMIAN BONURA

THIS CONTRACT IS AMENDED AS FOLLOWS:

GRAFFITI ABATEMENT

ITEM #1
Pursuant to the contract no. 061184, Graffiti Abatement, Special Terms and Conditions, Section 2, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for the period of **September 1, 2009 through August 31, 2010.**

ITEM #2:
Effective April 1, 2009 through August 31, 2010 the following scope and compensation will apply:

- GPC will provide *minimums* of five trucks daily, six days per week service, ten working hours per day (inclement weather excluded).
- Service requests will be completed within 48 hours of notification with at least 95% completed within 24 hours.

Included: All commercial and residential properties, alleys, signs, light poles, telephone poles, trash bins, sidewalks, curbs, utility boxes, asphalt, private containers, roofs, barricades, rocks, boulders, bike paths, easements, culverts, k-rails, trees, retainer walls, mailboxes, and up to 10,000 square feet of washes per month.

Excluded: Construction sites, billboards, advertisements, vehicles, construction equipment, construction dumpsters and containers, adobe structures, parks, schools, murals, interiors of structures, ADOT property, surfaces above two levels, private property not clearly visible by public right of way (example: interior backyard fence of private residence), and locations with no access (example: wall behind locked gates with "No Trespass" signs present).

Monthly fee for these services shall not exceed $60,000.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

3/25/09
Signature Date

CARLA LENHOFF PRES.
Typed Name and Title

Graffiti Protective Coatings, Inc.
Company Name

515 E. Grant Rd., Suite 141, PMB 221
Address

Tucson, AZ 85705
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 24th DAY OF March, 2009, AT TUCSON, ARIZONA.

for Kathleen Bender
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
as Director of Procurement and not personally

CITY COUNCIL REPORT

SUBJECT:
Resolution 2918-610 - Intergovernmental Agreement for the Use of AZTEC Case Management System

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Abril Ruiz-Ortega, Court Administrator (623)333-5822

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a resolution approving an Intergovernmental Agreement with the Cities of Glendale, El Mirage, Goodyear, Peoria and Surprise for the implementation and use of the AZTEC Case Management Systems Software and authorize the Mayor, City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Using grant funds, the Glendale Police Department hired a full time Protective Order Service Coordinator. This position is responsible for compiling and sharing information with West Valley Courts and police agencies to determine the most strategic methods of serving outstanding protective orders.The purpose of this agreement is to assist in a regional effort to establish a successful and timely service of protective orders.

DISCUSSION:

This agreement allows the Protective Order Service Coordinator access to each court's automated case management system to facilitate service of protective orders. It also outlines the related responsibilities of the Coordinator and the cities involved.

With this agreement in place and with the efforts of the Coordinator and the cities referenced above, there will be a higher success rate of service and a reduction in the length of time for service, thus improving the safety and well being of domestic violence victims. The term of the agreement is from June 1, 2010 and shall remain in full force and effect until June 30, 2011.

This agreement may be renewed for additional one-year terms, if renewal is in the best interests of the Court, City and Police Department. The renewal is subject to the availability and appropriation of funds for renewal in each subsequent year.

BUDGETARY IMPACT:

There are no budgetary impacts for FY 2011

RECOMMENDATION:

Staff recommends that the City Council approve an Intergovernmental Agreement with the Cities of Glendale, El Mirage, Goodyear, Peoria and Surprise for the implementation and use of the AZTEC Case Management Systems Software and authorize the Mayor, City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2918-610

RESOLUTION NO. 2918-610

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE, ARIZONA AND VARIOUS OTHER CITIES AND TOWNS IN THE METROPOLITAN PHOENIX AREA FOR THE IMPLEMENTATION AND USE OF THE AZTEC CASE MANAGEMENT SYSTEMS SOFTWARE.

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

SECTION 1. The Intergovernmental Agreement between the Cities of Glendale, Avondale, Goodyear, Peoria, El Mirage and Surprise for the implementation and use of AZTEC Case Management Systems Software (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2918-610

[Intergovernmental Agreement]

See following pages.

CASE RECORDS ACCESS AGREEMENT
AZTEC Case Management Systems

THIS CASE RECORDS ACCESS AND DISTRIBUTION AGREEMENT (this "Agreement") is made as of June 1, 2010 by and between the City of Glendale, City of Avondale, City of El Mirage, City of Goodyear, City of Peoria and the City of Surprise, each an Arizona municipal corporation (the cities are hereinafter referred to collectively as the "Cities" or individually as a "City"), the municipal courts of each City and the police departments of each City.

RECITALS

A. Each City maintains municipal courts, the objective of each of which is to serve the public purpose of administration of justice (collectively, the "Courts" or individually, a "Court"), and which public purpose requires the maintenance of case Records and Data ("Records" and "Data" shall have the meaning set forth in Section 3, below).

B. Each City also maintains a police department, the objective of each of which is to serve the public purpose of law enforcement within each City's respective jurisdiction (collectively, the "Police Departments" or individually, a "Police Department").

C. The Police Departments desire to participate in a joint, regional law enforcement effort to maximize successful and timely service of protective orders of the Courts, particularly those that have resulted in two or more unsuccessful service attempts.

F. To facilitate such joint, regional effort, the Glendale Police Department (the "Recipient") created a full-time, civilian employment position entitled "Protective Order Service Coordinator" (the "Coordinator") who is responsible for compiling Records and Data obtained from the Courts' AZTEC Case Management Systems (the "CMS") and sharing same with the Police Departments to determine the most effective strategies for serving outstanding protective orders.

G. ARIZ. SUP. CT. R. 123(g) authorizes each Court to provide remote electronic access to Records and Data stored on its CMS to governmental entities and public purpose organizations.

H. The Courts and Police Departments are governmental entities serving public purposes.

I. In accordance with the provisions of ARIZ. SUP. CT. R. 123(G) and ARIZ. CODE OF JUDICIAL ADMIN. § 1-606, the Courts each desire to enter into this Agreement to provide remote electronic access to the Records and Data, as defined in Section 3, below, of each Court to each other Court, to the Recipient and to the other Police Departments.

J. ARIZ. REV. STAT. § 11-952 authorizes intergovernmental agreements by and between public agencies such as the Police Departments for services or the joint exercise of any common powers.

K. The Police Departments mutually desire to enter into this Agreement for the purpose of establishing the rights and responsibilities with regard to access and distribution of the Records and Data, as defined in Section 3, below, to each other Police Department and to the Court of each City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Courts, Cities and Police Departments hereby agree as follows:

1. **Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2011 (the "Initial Term"). Thereafter, this Agreement may be separately renewed by each Court, City and Police Department for successive, additional one-year terms (each a "Renewal Term") if, in the renewing Party's discretion, renewal is in the best interests of such renewing Party and subject to availability and appropriation of funds for renewal in each subsequent year. Such renewal shall occur upon the written notice of a renewing Party to the Coordinator and Recipient given not later than 30 days prior to the end of the then-current term. Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. **Permissible Purposes.**

A. The Parties have identified the scope of access to Records and Data that is necessary for the intended business purpose of the Courts, Recipient and the other Police Departments, and the Recipient and the other Police Departments agree to limit their use of the records accessed to the purposes identified herein.

B. The purpose of this Agreement is to assist in a regional effort to maximize successful and timely service of protective orders, particularly those which have resulted in two or more unsuccessful service attempts. To achieve this goal, Recipient hired or will hire a full-time civilian Protective Order Service Coordinator ("Coordinator"). The Coordinator will be responsible for compiling and sharing information obtained from the AZTEC Case Management Systems (CMS) of the Courts with the Police Departments to determine the most effective strategies for serving outstanding protective orders. In addition to coordinating protective order service, the Coordinator will use AZTEC records of the Courts to advise Petitioners, defined in Section 2, below, of the status of their order as well as to query the CMS for information regarding the Defendant, defined in Section 2, below, to discover updated addresses or places of employment that will assist in locating the Defendant for service.

3. Records and Data Provided.

A. Each Court hereby agrees to provide the Recipient with remote electronic access to its CMS and the case records and data contained therein (the "Records" or "Data"):

B. All AZTEC CMS data pertaining to persons who have requested a protective order from one of the Courts (the "Petitioner") or to the person named in the Protective Order issued by one of the Courts (the "Defendant"). These records may include the following data:

Court in which petition for protective order was filed;
Case number for protective order;
Denial or issue date of protective order;
Name of judge who acted on protective order;
Status of service of any issued protective order (served or unserved);
Service date;
Plaintiff and Defendant name;
Plaintiff and Defendant date of birth;
Protected parties name(s) and date(s) of birth;
Plaintiff and Defendant addresses;
Plaintiff and Defendant phone numbers;
Defendant vehicle description information;
Defendant race;
Defendant height;
Defendant weight;
Defendant eye color;
Defendant hair color;
Defendant social security number; or
Weapon alleged in petition for protective order.

4. Method of Access. Recipient shall access the data provided hereunder by the following means:

A. The Recipient shall operate a personal computer administered by the Administrative Office of the Courts (AOC) under the existing network process existing between the Courts and the Recipient. The Recipient agrees to provide Courts with the necessary network protocol address. The Courts will provide Recipient "view only" access to their AZTEC records for query purposes until June 30, 2011, or expiration of any extension grant or continuation grant received by the Recipient.

B. The Courts are not responsible for technical support of their CMS after the Courts' normal business hours. Should the Recipient have any questions relating to the data within a Court's CMS, Recipient agrees to contact the court of origin.

5. Access Terms. Recipient and Police Departments agree to the following:

A. Duty to protect records. Recipient and Police Departments shall protect the records and data from unauthorized access and misuse and shall ensure the security and confidentiality of any records or data that are sealed or closed by rule or law provided by the Courts.

B. Unauthorized re-dissemination prohibited. Recipient and Police Departments will not copy or re-disseminate any records or data that are sealed or closed by rule or law other than for the stated purposes.

C. Commercial use prohibited. Recipient and Police Departments will not use the records or data to sell a product or service to an individual or the general public.

D. Employee training. Recipient and Police Departments will inform its employees of the requirements imposed by applicable federal and state laws, rules, and terms of this Agreement.

E. Correcting data errors. Recipient and Police Departments will cooperate with the Petitioner or Defendant and the Court in correcting any inaccurate or incomplete records provided by the Court, if requested. Recipient and Police will notify Court of any record or data inaccuracies identified by Recipient or the Police.

F. Response to public records requests. Recipient and Police Departments agree to consult with the Courts prior to releasing any records or data provided under this Agreement in response to a public records request.

G. Merging records. Prior to merging any records or data obtained from the Courts with other records or data concerning an individual or organization, Recipient will ensure there is sufficient identifying information to reasonably conclude that the Record or Data concerns the same individual or organization.

6. Distribution Terms.

A. Recipient's Responsibilities.

1. The Recipient shall use federal grant funds for the purpose of employing the Coordinator.

2. The Recipient and Coordinator shall implement this Agreement in accordance with the working procedures attached hereto as Exhibit A and incorporated herein by reference (the "Working Procedures"). The Recipient and Coordinator may, from time to time, and in conjunction with the Courts and other Police Departments, make written amendments to the Working Procedures.

3. The Recipient and Coordinator may, from time to time, and in conjunction with the Courts and other Police Departments, make written amendments to the Defendant Information Form, attached hereto as Exhibit B and incorporated herein by reference (the "DIF").

4. When a case is transferred to the Coordinator with information indicating the order can be served by a Police Department in a jurisdiction other than that of the Originating Court, defined below, the Coordinator should contact a designated liaison at such Service Police Department, defined below, and transfer the protective order for service.

5. When a case is transferred to the Coordinator with no valid location information, the Coordinator should contact the Petitioner to inquire if any new information is available to locate the Defendant. Prior to questioning the Petitioner, the Coordinator shall ask the confidential security question provided on the DIF, attached hereto as Exhibit B. This will ensure the Petitioner's privacy and confidentiality.

6. The Coordinator shall check the Arizona Supreme Court Protective Order Repository (the "CPOR") to provide Petitioners with order service status and to conduct case data inquiries as needed.

7. The Coordinator shall check the Arizona Supreme Court's AZTEC case management system to conduct case data inquiries as needed.

8. The Coordinator shall check the "Victim Advocate Contact Info" spreadsheet maintained by the City of Glendale for updates to plaintiff contact information as needed.

9. The Coordinator shall utilize the Arizona Supreme Court's Public Access Lookup and available software search programs and internet search engines to investigate Defendant location information as needed.

10. The Coordinator shall document for statistical purposes:

(a) all Petitioner contacts,
(b) all CPOR inquiries,
(c) all AZTEC inquiries,
(d) all successfully served orders,
(e) all unsuccessfully served orders, and
(f) other data, as necessary.

When no service address or other contact information at all is available to the Coordinator, the Coordinator shall track separately for statistical purposes such protective order referrals.

B. Originating Court Responsibilities

1. The Court from which a protective order was issued (the "Originating Court") shall obtain from the Petitioner information regarding the Defendant using the Defendant Information Form (the "DIF"), as amended. The Originating Court clerk shall encourage the Plaintiff to provide information detailed and accurate information and shall emphasize the relevance of this information toward successful service of any protective order.

2. Court staff shall document for each case whether law enforcement was requested to serve the Petitioner's protective order, or whether the Petitioner assumed possession of the order and related documents for service at a later date.

3. When Petitioner requests law enforcement serve the protective order, the DIF, protective order and any other related documents shall be forwarded to either the Police Department within the same jurisdiction of the Originating Court ("Originating Police Department") or, if the information on the DIF indicates that the Defendant cannot be served within the Jurisdiction, to the Coordinator.

4. When service of any protective order is by the Originating Police Department and is unsuccessful, court staff shall enter their four-digit CMS code into the Originating Courts Data and Records database indicating service has been transferred to the Coordinator for service by a Police Department in another jurisdiction "Serving Police Department"). When Service by the Originating Police Department is successful, Originating Court staff shall enter the Originating Court's four-digit CMS code into its Data and Records database indicating the order has been served.

5. Upon confirming that a Defendant can be successfully served in another jurisdiction, the Originating Police Department shall provide any new Defendant contact information on the fax cover sheet (or other appropriate means) to the Originating Court. The Court shall then provide the Coordinator with the DIF, protective order and all other related documents including the alternative location information. If service by a Police Department in a jurisdiction other than that of the Originating Court is requested, the Originating Court shall transfer any protective order issued by the Originating Court, the DIF and any other related documentation to the Coordinator for coordination of service.

C. Serving Police Department Responsibilities

1. Each Police Departments shall receive protective orders and related information or documentation from other party Courts from the Coordinator.

2. A Police Department that has received a protective order and any related information or documentation from the Coordinator or an Originating Court shall serve said protective order in accordance with federal, state and local law and in accordance with the Working Procedures, attached hereto as Exhibit A (the "Serving Police Department").

3. The Coordinator will provide the Serving Police Department with the DIF, attached hereto as Exhibit B, along with the protective order and other related information or documentation.

4. Whenever practical, the Serving Police Department shall utilize multiple service attempts in accordance with the Serving Police Department's individual protocol and procedures before determining the order cannot be successfully served. At no time should a serving officer attempt service when a high level of certainty indicates the attempt will be ineffective.

5. If the order is successfully served, the DIF and any related documentation shall be retained or disposed of in accordance with Serving Police Department policies. The Serving Police Department shall notify the Coordinator of such successful service and return all related documentation, including the Declaration of Service, to the Originating Court.

6. Upon determining that service of any protective order has been unsuccessful, the Serving Police Department shall provide all related paperwork (including the DIF, attached hereto as Exhibit B) to the Originating Court. The Originating Court shall then forward all paperwork to the Coordinator. Each Court shall utilize its own preferred transmittal methods (fax, e-fax, personal delivery) to provide any documents to the Coordinator.

7. Each Police Department shall provide the Coordinator with the name of a representative to serve as central point of contact for coordinating service information between the other Police Departments, Courts and Coordinator.

7. Termination. If a Court or Recipient, in its sole discretion, determines that Records or Data has been used improperly by a Police Department, The Recipient and Police Department agrees that the provision of Records or Data to that Police Department will immediately discontinue. If a Court, in its sole discretion, determines that Recipient has

failed to comply with any of the terms or conditions required by this Agreement, Recipient understands and agrees that Recipient access to Records and Data, the Court will immediately discontinue. The Parties agree that termination for any other reason will be accomplished by providing 30 days' written notice to all other Parties. Upon termination of this Agreement, any and all property, including Records and Data, used in connection with this Agreement will be promptly returned to the originating Party or the Party holding title thereto, as applicable and that Recipient will retain no copies of such Records or Data except as required by law.

8. **Disclaimer.** Courts and Recipient, make no representations or warranties of any kind, including but not limited to the warranties of fitness for a particular purpose or merchantability, nor are any warranties to be implied, with respect to the Data made available under this Agreement. Courts and Recipient make no warranties as to the accuracy or completeness of the information contained in the Data provided. Courts shall not be liable for any claim, regardless of form of action, for any damages resulting from the use by Recipient of any Data provided under this Agreement. Recipient shall not be liable for any claim, regardless of form of action, for any damages resulting from the use by Police Departments of any Data provided under this Agreement. Courts and Recipient shall not be liable for any claim, regardless of form of action, for any damages arising from incorrect or incomplete Data provided under this Agreement. Courts shall not be liable to Recipient or any other Party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement. Recipient shall not be liable to Police Departments or any other Party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.

9. **Indemnification**. Recipient agrees to defend, indemnify, and hold harmless Arizona Supreme Court, the AOC, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred as a result of any claims, judgments, or executions arising out of any use made of the Records or Data obtained under this Agreement.

10. **Miscellaneous**. The Parties further agree as follows:

A. **Change management.** The Parties agree to notify each other of any proposed software or hardware modifications that may impact the exchange of electronic case record information hereunder with sufficient advance Notice to allow the other Party to budget the necessary time and resources so as not to disrupt the on-going exchange of information. The Parties may enter into a change management process and allocation of responsibilities agreement for this purpose, either within the terms of this Agreement or by separate document.

B. **Release restrictions.** The Parties acknowledge that they have disclosed to the

other all applicable rules and laws pertaining to release of the Records and Data identified under Section 3 above.

C. **Compliance with audits and investigations**. Recipient and Police Departments agree that the Courts may audit Recipient's and/or Police Departments' compliance with the terms and conditions of this Agreement and that Recipient will cooperate fully with any law enforcement investigation concerning the use of the Data or Records by Recipient, Police Department or any of their employees. Recipient and Police Department agree that Courts may include "control" or "salted" data as a portion of the provided Data as a means to ensure that any personally identifying information released to Recipient and Police Department is not used for commercial solicitation or in any other matter that violates the terms and conditions of this Agreement. Recipient and Police Department agree to allow any Court, at its discretion, to perform reasonable audits to detect the unauthorized removal of control data or the warehousing of stale data that has been restricted or otherwise amended. For the purpose of any such audit, Recipient and Police Department shall grant Courts access to any of its databases containing Data or Records obtained under this Agreement without charge.

D. **Assignment and binding effect.** Except as otherwise expressly permitted herein, no Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.

E. **Amendments.** Amendments to this Agreement shall be in writing and shall be signed by all Parties. To the extent that any amendments are in conflict with the basic terms and conditions of the Agreement, the amendments shall control the interpretation of the Agreement. No condition or requirement contained in or made a part of this Agreement shall be waived or modified without a written amendment.

F. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. **Conflict of Interest.** The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, as may be amended.

H. **Notice.** Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either delivered in person, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for CITY OF GLENDALE:

City of Glendale Police Department
Steve Conrad, Police Chief
6835 North 57th Drive
Glendale, Arizona 85301

With a copy to:
City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

If intended for CITY OF AVONDALE:

City of Avondale Police Department
Kevin Kotsur, Police Chief
11485 West Civic Center Drive
Avondale, Arizona 85323

With a copy to:
Andrew J. McGuire, City Attorney
Gust Rosenfeld P.L.C.
201 East Washington, Ste 800
Phoenix, Arizona 85004

If intended for CITY OF EL MIRAGE:

City of El Mirage Police Department
Michael Frazier, Police Chief
12145 NW Grand Avenue
P.O. Box 26
El Mirage, Arizona 85335

With a copy to:
City of El Mirage
City Attorney
12145 NW Grand Avenue
P.O. Box 26
El Mirage, Arizona 85335

If intended for CITY OF GOODYEAR:

City of Goodyear Police Department
Mark Brown, Police Chief
175 North 145th Avenue
Goodyear, Arizona 85338

With a copy to:
City of Goodyear
City Attorney
190 North Litchfield Road
Glendale, Arizona 85338

If intended for CITY OF PEORIA:

City of Peoria Police Department
Larry Ratcliff, Police Chief
8351 West Cinnabar Avenue
Peoria, Arizona 85345

With a copy to:
City of Peoria
City Attorney
8401 West Monroe Street
Glendale, Arizona 85345

If intended for CITY OF SURPRISE:

City of Surprise Police Department
Daniel Hughes, Police Chief
14250 West Statler Plaza
Surprise, Arizona 85374

With a copy to:
City of Surprise
City Attorney
16000 North Civic Center Plaza
Glendale, Arizona 85374-9002

L. Immigration Law Compliance. The Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the U.S. Department of Homeland Security

and the Social Security Administration and any successor program) as they both employ more than one employee in this state. The Parties warrant that they are registered with and participate in E-Verify. If any Party later determines that any other Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

M. Foreign Prohibitions. Parties certify under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.,* that they do not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

CITY OF GLENDALE, an Arizona municipal corporation

_____
Ed Beasley, City Manager

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Craig Tindall, City Attorney

REVIEWED AND ACCEPTED BY:

_____
Elizabeth Finn, Presiding Judge

_____
Steven Conrad, Chief of Police

[Signatures continued on following pages.]

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

REVIEWED AND ACCEPTED BY:

_____
Richard Lynch, Presiding Judge

_____
Kevin Kotsur, Chief of Police

EXHIBIT A
TO
CASE RECORDS ACCESS AGREEMENT

[Working Procedures]

See following pages.

Protective Order Service Coordinator
Working Procedures
March 2010

Position Description and Responsibility:
The Glendale Police Department's Protective Order Service Coordinator, hereafter referred to as POC, is a federally-funded grant position. The POC's goal is to increase the rates of successful protective order service for six West Valley municipalities: Glendale, Surprise, Avondale, Peoria, El Mirage and Goodyear. After law enforcement officers in these six cities have determined their service efforts to be unsuccessful, the POC becomes a liaison with their police departments and courts to achieve successful service of their orders.

Related Forms:
Defendant Information Form: This is a vital tool for locating defendants to achieve successful service of protective orders and injunctions against harassment. Completed by the plaintiff when initially requesting an order, this form contains personal data (address, employment, friends, relatives, etc) to assist in determining the defendant's current whereabouts. This form also contains critical defendant information to enhance the personal safety of officers involved in serving orders. When law enforcement agencies are unable to serve an order, the Defendant Information Form is returned to the originating court. The Defendant Information Form contains highly confidential data. Therefore, when public records requests are executed, sensitive information will require redaction.

Briefing Document: The Glendale Police Department will provide a standard briefing document to each of the other five law enforcement agencies involved. This document will outline recommended courses of action in working with the POC for successful service of orders, subject to modification by each agency to conform to their own internal protocol and procedures. This document includes recommendations for serving orders at places of employment and other sensitive service scenarios.

Original Service Agency Procedures (Successful Service):

1. The court clerk will provide the serving agency with the Defendant Information Form, along with the protective order and other related documents.

2. If the order is successfully served by the original serving agency, the Defendant Information Form shall be shredded. All other related documentation, including the Declaration of Service, shall be returned to the Court.

Original Service Agency Procedures (Unsuccessful Service):

1. Whenever practical, the original serving agency shall utilize multiple "quality" service attempts before determining the order cannot be successfully served. This practice is subject to individual departmental protocol and procedures, but at no time should a serving officer attempt service when a high level of certainty indicates the attempt will be ineffective.

2. Upon law enforcement determining that service can not be made in their jurisdiction, the original service agency shall provide all related paperwork (including the Defendant Information Form) to the originating court. The court shall then forward all paperwork to the POC. The POC's contact information is included in the header of the Defendant Information Form for this purpose. Each of the six involved courts shall utilize their own preferred methods (fax, e-fax, personal delivery) to provide these documents to the POC.

3. Each of the six law enforcement agencies shall provide the POC with the name of a representative to serve as central point of contact for coordinating service information between agencies. Dispatch has been identified as the point of contact.

4. Upon confirming that a defendant can be successfully served in another jurisdiction, the original serving agency shall provide any new defendant contact information on the fax cover sheet (or other appropriate means) to the originating court.

   4a. The court shall then provide the POC by fax with all the pertinent information including the Defendant Information Form, court order and all other related documents including the alternative location information.

   4b. Upon confirmation that the originating court has received all service documents, the original serving agency shall destroy the entire package.

POC Procedures:

1. When a case is transferred to the POC with information indicating the order can be served in an alternative jurisdiction, the POC shall contact the liaison in the new jurisdiction and transfer the order for service.

2. When a case is transferred to the POC with no valid location information, the POC shall contact the plaintiff to inquire if any new information is available to locate the defendant. Prior to questioning the plaintiff, the POC shall ask the confidential security question provided on the Defendant Information Form. This will insure the plaintiff's privacy and confidentiality.

3. The POC shall check the Arizona Supreme Court Protective Order Repository (CPOR) to provide plaintiffs with order service status and to conduct case data inquiries as needed.

4. The POC shall check the Arizona Supreme Court's AZTEC case management system to conduct case data inquiries as needed.

5. For Glendale cases, the POC shall check the "Victim Advocate Contact Info" spreadsheet on the City of Glendale shared N Drive for updates to plaintiff contact information as needed. For all other jurisdictions, the POC will contact the victim advocate or other law enforcement personnel for that jurisdiction.

6. The POC shall utilize the Arizona Supreme Court's Public Access Lookup and available software search programs and internet search engines to investigate defendant location information as needed.

Court Procedures:

1. When instructing the plaintiff to complete the Defendant Information Sheet, the court clerk shall encourage the plaintiff to be as detailed and accurate as possible and emphasize the relevance of this information toward successful order service.

2. Court staff shall document for each case whether law enforcement was requested to serve the plaintiff's order, or whether the plaintiff assumed possession of the order and related documents for service at a later date.
3. When service is unsuccessful, court staff shall enter their four-digit AZTEC case management code indicating service was unsuccessful and has been transferred to the POC.
4. 4. After paperwork is faxed and verified to the POC, the Court shall destroy defendant's copies of unsuccessful paperwork which was received from law enforcement. Original court documents are not affected. The Defendant Information Sheet should never be retained at the Court.

5. When service is successful, court staff shall enter their four-digit AZTEC case management code indicating the order has been served.

Records and Data:

The POC shall document for statistical purposes the following information:

- All plaintiff contacts
- All CPOR inquiries
- All AZTEC inquiries
- All successfully served orders*
- All unsuccessfully served orders which are referred to the POC*
  *When no address/contact information at all is available to the POC, these referrals will be tracked separately for statistical purposes
- Other data as determined

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT

[Defendant Information Form]

See following pages.

AVONDALE CITY COURT: DEFENDANT INFORMATION FORM / CONFIDENTIAL

Following successful order service, please shred this form and return all other related paperwork to the court. Upon determining unsuccessful service of this order, please forward all paperwork (including this form) to the originating court. Courts: Forward all unsuccessful service documents to: Glendale Police Department POC (Protective Order Service Coordinator): 6835 N. 57th Drive, Glendale, 85301. Email: _____. Phone number: _____. Fax number: _____

NOTICE: INFORMATION PROVIDED ON THIS FORM WILL NEVER BE GIVEN TO THE DEFENDANT AND WILL ONLY BE USED TO SERVE YOUR ORDER. PROVIDING COMPLETE AND ACCURATE INFORMATION WILL HELP YOUR ORDER TO BE SERVED IN A SAFE AND TIMELY MANNER. INACCURATE INFORMATION WILL DELAY SERVICE, OR RESULT IN YOUR ORDER NOT BEING SERVED.

☐ Please check here if this form is providing new information to update a previously submitted Defendant Information Form.

Your Name/Phone Number (safe number)_____Today's date_____

Case No./Date Order Issued_____ Defendant Name/DOB_____

Defendant Custody Location (if applicable)_____Do you have a photo of the defendant? _____

Other Names Used_____

Address_____City/State_____Zip Code_____

Home Phone #_____ Cell #_____Work #_____

Time of Day Most Likely to be Home_____

Alternative Address/Location (friends, relatives, etc)_____

_____

Employer Name/Address/Phone Number_____ Work Days/Hours_____

Other Places Defendant Frequents, Days/Times Most Likely to be There _____

_____

Vehicle Make/Model/Year/Color/License Plate_____

Other Vehicles_____

Distinguishing Physical Characteristics (Glasses, Tattoos, Facial Hair, Scars, Etc)_____

Type(s) of weapons defendant possesses, and where they are now_____

The Defendant ☐ Is Violent Toward Police ☐ Is a Drug User ☐ Is a Heavy Drinker
☐ Is Mentally Ill ☐ Is on Probation/Parole? P.O. Name/Number_____

Is the defendant affiliated with a street gang? Please provide details _____

Does the defendant require an interpreter? ☐Yes ☐No Language_____

Do you, the defendant, or anyone else involved in this matter work for any West Valley City?_____

Security Question - Please provide a confidential question and answer for telephone identification purposes

(example: your elementary school attended, pet's name, mother's maiden name): _____

_____

AVONDALE CITY COURT: DEFENDANT INFORMATION FORM / CONFIDENTIAL

Following successful order service, please shred this form and return all other related paperwork to the court. Upon determining unsuccessful service of this order, please forward all paperwork (including this form) to the originating court. Courts: Forward all unsuccessful service documents to: Glendale Police Department POC (Protective Order Service Coordinator): 6835 N. 57th Drive, Glendale, 85301. Email: _____. Phone number: _____. Fax number: _____

SERVICE ATTEMPTS* Case No. _____

Date and time _____ Location_____

____ Successfully Served

____ Unsuccessful (check reason):

____ Defendant moved

____ Defendant not at home

____ Defendant not at work

____ Other _____

Officer Name_____

Officer serial number _____

Officer Agency_____

Date and time _____ Location_____

____ Successfully Served

____ Unsuccessful (check reason):

____ Defendant moved

____ Defendant not at home

____ Defendant not at work

____ Other _____

Officer Name_____

Officer serial number _____

Officer Agency_____

Date and time _____ Location_____

____ Successfully Served

____ Unsuccessful (check reason):

____ Defendant moved

____ Defendant not at home

____ Defendant not at work

____ Other _____

Officer Name_____

Officer serial number _____

Officer Agency_____

Date and time _____ Location_____

____ Successfully Served

____ Unsuccessful (check reason):

____ Defendant moved

____ Defendant not at home

____ Defendant not at work

____ Other _____

Officer Name_____

Officer serial number _____

Officer Agency_____

CITY COUNCIL REPORT

SUBJECT:
Construction Costs - Salt River Project - Avondale Boulevard & I-10 Improvement Project - Salt River Project Irrigation Improvements

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve SRP construction costs in the amount of $89,068 for the required irrigation improvements for the Avondale Boulevard and I-10 Improvement Project and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On February 9, 2009, Council approved a Professional Services Agreement with URS Corporation to provide design services for the Avondale Boulevard and I-10 Improvement Project. Upon completion, Avondale Boulevard underneath I-10 will be widened.

During the design process, it was determined that the existing irrigation pipe and SRP structure along the west side of Avondale Boulevard would have to be relocated. On January 4, 2010, Council approved a construction contract with Citywide Contracting to relocate the irrigation pipe. The installation of the irrigation pipeline has been completed by Citywide Contracting. SRP does not allow contractors to construct SRP structures and therefore, the SRP structure relocation was required to be completed by SRP.

DISCUSSION:

Prior to work initiation, SRP notified staff that SRP does not allow contractors to construct SRP structures. The relocation of the SRP structure outside of the proposed roadway location would need to be completed by SRP forces. Because the work was scheduled to be completed during the annual canal dry-up period and in order to avoid delay in the construction, SRP agreed to perform the work and to bill for construction services after the work was completed.

The installation of the irrigation delivery structure has been completed by SRP. The total SRP construction services cost has been computed to be $89,068 (attached). SRP is requesting approval and authorization to bill.

The scope of work for the relocation of the SRP structure included:

- Relocating existing irrigation structure
- Construction surveying
- Construction inspection

Staff is requesting Council approval to pay Salt River Project for the work per the attached documentation.

BUDGETARY IMPACT:

Funding in the amount of $89,068 is available in CIP Street Fund Line Item No. 304-1152-00-8420 (Avondale Boulevard Bridge Widening North of I-10).

RECOMMENDATION:

Staff recommends that the City Council approve SRP construction costs in the amount of $89,068 for the required irrigation improvements for the Avondale Boulevard and I-10 Improvement Project and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- SRP Irrigation-Structure Construction Summary

EXHIBIT A

File No: RD-92898

Construction Bid Summary

RD-92898
Avondale Boulevard TI Improvements - COA Project #ST1152

SECTION I - Items by SRP

Item	Item Description	Unit	Quantity	$/Unit	Bid	Net Bid
1.	PLTO Structure #1071 *(Sta. 183+12.0)*	LS	1	78184	78,184	78,184
2.	Inspection	LS	1	2696	2,696	2,696
3.	Survey	LS	1	3784	3,784	3,784
4.	Construction Engineering	LS	1	1978	1,978	1,978
5.	Admin Support	LS	1	304	304	304
6.	As Built Drawings	LS	1	788	788	788
7.	Project Supervision	LS	1	435	435	435
8.	Cost & Scheduling	LS	1	899	899	899
	SECTION I TOTALS				$89,068	$89,068

SECTION II - Bid Items

Item	Item Description	Unit	Quantity	$/Unit	Bid	Net Bid
1.	24" RGR Conc Pipeline CL5	LF	54		*no bid*	*no bid*
2.	54" RGR Conc Pipeline CL3	LF	306		*no bid*	*no bid*
3.	54" RGR Conc Pipeline CL5	LF	714		*no bid*	*no bid*
4.	Traffic Control, Security, & Patrolmen	LS	1		*no bid*	*no bid*
5.	Construction Supervision	LS	1		*no bid*	*no bid*
6.	Misc Construction Items	LS	1		*no bid*	*no bid*
7.	Removal Items	LS	1		*no bid*	*no bid*
	SECTION II TOTALS					No Bid

Summary:	SECTION I - Items by SRP	$89,068
	SECTION II - Bid Items	No Bid
	NET BID =	$89,068

NOTES:

1. *Items listed within Bid Summary constitute a total bid which is valid until* ***April 30, 2010.***

CITY COUNCIL REPORT

SUBJECT:
Construction Contract Award - Knochel Bros., Inc. – 127th Avenue (Vermeersch)-Lower Buckeye Road to Dysart Road Paving Project

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a construction contract with Knochel Bros., Inc. to provide construction services for the 127th Avenue (Vermeersch)-Lower Buckeye Road to Dysart Road Paving project in the amount of $432,643.77 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The purpose of this in-house designed project is to reconstruct 127th Avenue (Vermeersch) from Lower Buckeye Road to Dysart Road, improving drainage and driving conditions. The existing roadway along this 2-lane roadway is severely deteriorated and needs to be replaced. The pavement has received numerous maintenance treatments such as patching for potholes however, based upon the severity of the existing cracking and degradation of the existing asphalt further maintenance would be ineffective.

DISCUSSION:

SCOPE OF WORK:

The scope of work for this project will include:

- Installation of approximately 1 mile of new pavement
- Installation of drainage ditch to alleviate localized flooding

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on May 4 and May 11, 2010, and the Arizona Business Gazette on May 6, 2010. The Engienering Department held a mandatory pre-bid meeting on May 18, 2010. Bids were opened on May 27, 2010. Five (5) bids were received and opened on May 27, 2010. Each bid package was reviewed and all bidders met the bidding requirements. The five (5) firms meeting the bid requirements and the amount of their bids are as follows:

BIDDER	BID AMOUNT	M/DBE
Knochel Bros., Inc.	$432,643.77	No
Combs Construction	$448,289.38	No
Markham Contracting Co., Inc.	$496,806.40	No

Nesbitt Contracting Co., Inc.	$488,049.60	No
Ellison-Mills Contracting	$446,701.86	No

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

Knochel Bros., Inc. with a bid of $432,643.77 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Knochel Bros., Inc. to be competent and qualified for this project. Knochel Bros., Inc. has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

The contract is on file with the City Clerk.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONE	TARGET DATE
Issue Notice of Award	06/08/10
Pre-Construction Conference	06/17/10
Issue Notice to Proceed	06/21/10
Begin Construction	07/01/10
Completion	09/01/10

BUDGETARY IMPACT:

Funding in the amount of $432,643.77 is available in CIP Street Fund Line Item No. 304-1153-00-8420, 127th Avenue-Lower Buckeye to Dysart.

RECOMMENDATION:

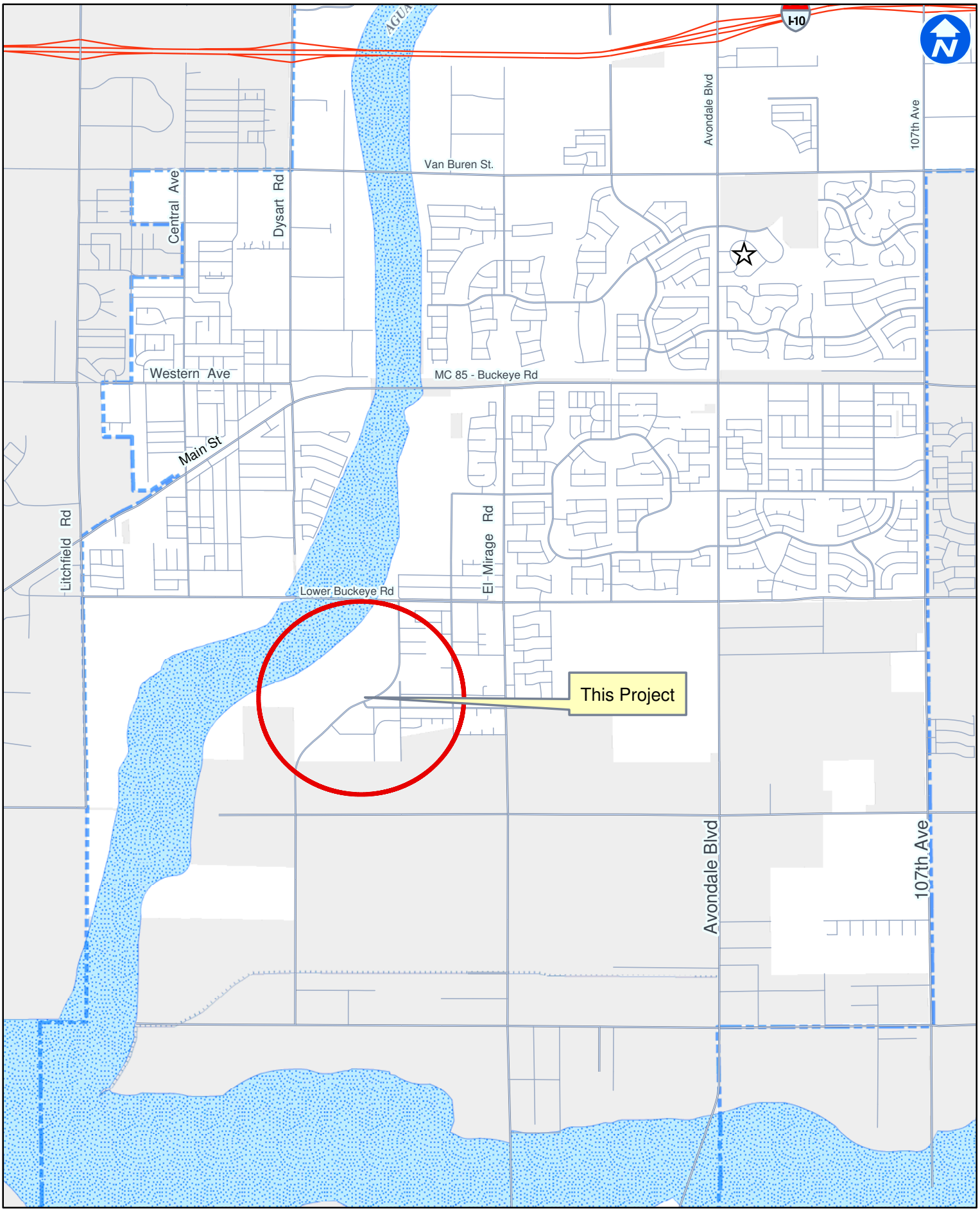
Staff recommends that the City Council approve a construction contract with Knochel Bros., Inc. to provide construction services for the 127th Avenue (Vermeersch)-Lower Buckeye Road to Dysart Road Paving project in the amount of $432,643.77 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Bid Tab

VICINITY MAP



City of Avondale

ST 1153 - 127th Ave. (Vermeersch) Lower Buckeye to Dysart Rd.

BID TABULATION
ST1153 127th Avenue-Lower Buckeye Road to Dysart (EN10-059)
BID DATE: May 27, 2010

				Knochel Bros., Inc		Combs Construction		Markham Contracting Co., Inc.		Nesbitt Contracting Co., Inc.		Ellison-Mills Contracting, LLC	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item No.	Description of Materials and/or Services	Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
107.03000	NPDES/SWPPP	1	LS	$ 6,000.00	$ 6,000.00	$ 2,000.00	$ 2,000.00	$ 7,600.00	$ 7,600.00	$ 3,750.00	$ 3,750.00	$ 7,136.85	$ 7,136.85
107.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00
107.15000	Community Relations (Allowance)	1	ALLOW	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
108.01000	Construction Surveying and Layout	1	LS	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 3,900.00	$ 3,900.00	$ 5,720.00	$ 5,720.00	$ 4,471.89	$ 4,471.89
108.01010	As-Built Plans Preparation	1	LS	$ 600.00	$ 600.00	$ 1,000.00	$ 1,000.00	$ 530.00	$ 530.00	$ 575.00	$ 575.00	$ 447.19	$ 447.19
109.09000	Mobilization / Demobilization	1	LS	$ 8,000.00	$ 8,000.00	$ 35,000.00	$ 35,000.00	$ 24,729.20	$ 24,729.20	$ 17,000.00	$ 17,000.00	$ 13,182.72	$ 13,182.72
215.00000	Drainage Excavation:	250	CY	$ 17.00	$ 4,250.00	$ 10.00	$ 2,500.00	$ 7.50	$ 1,875.00	$ 26.00	$ 6,500.00	$ 18.41	$ 4,602.50
301.01000	Subgrade Preparation	17248	SY	$ 1.50	$ 25,872.00	$ 1.50	$ 25,872.00	$ 1.50	$ 25,872.00	$ 1.30	$ 22,422.40	$ 1.10	$ 18,972.80
321.01300	Asphalt Concrete Pavement 4" (two lifts) (19.00mm)	3881	TN	$ 62.50	$ 242,562.50	$ 54.00	$ 209,574.00	$ 66.00	$ 256,146.00	$ 69.00	$ 267,789.00	$ 59.31	$ 230,182.11
321.03000	Thickened Pavement Edge, MAG 201, Type "A"	10164	LF	$ 0.50	$ 5,082.00	$ 1.65	$ 16,770.60	$ 2.00	$ 20,328.00	$ 1.25	$ 12,705.00	$ 2.63	$ 26,731.32
329.01000	Emulsified Tack Coat, Type SS-1H	5	TN	$ 1,000.00	$ 5,000.00	$ 700.00	$ 3,500.00	$ 1,126.00	$ 5,630.00	$ 710.00	$ 3,550.00	$ 1,142.57	$ 5,712.85
345.01100	Adjust Manhole Frame and Cover, Std. Dtl. 422	3	EA	$ 365.00	$ 1,095.00	$ 400.00	$ 1,200.00	$ 375.00	$ 1,125.00	$ 440.00	$ 1,320.00	$ 591.40	$ 1,774.20
350.01300	Saw Cut & Remove Existing Asphalt Pavement	17248	SY	$ 0.50	$ 8,624.00	$ 1.00	$ 17,248.00	$ 0.60	$ 10,348.80	$ 0.65	$ 11,211.20	$ 0.56	$ 9,658.88
401.01000	Traffic Control	1	LS	$ 14,000.00	$ 14,000.00	$ 15,600.00	$ 15,600.00	$ 23,000.00	$ 23,000.00	$ 17,700.00	$ 17,700.00	$ 6,725.80	$ 6,725.80
405.00020	Survey Monuments (MAG120-1, Type "B")	11	EA	$ 150.00	$ 1,650.00	$ 70.00	$ 770.00	$ 71.00	$ 781.00	$ 140.00	$ 1,540.00	$ 122.97	$ 1,352.67
406.01100 406.01200 406.01510	Striping	1	LS	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00	$ 12,190.00	$ 12,190.00	$ 14,040.00	$ 14,040.00	$ 11,179.36	$ 11,179.36
			SUBTOTAL		$ 409,235.50		$ 424,034.60		$ 467,055.00		$ 458,822.60		$ 415,131.14
	TAX				$ 23,408.27		$ 24,254.78		$ 29,751.40		$ 29,227.00		$ 31,570.72
	CALCULATED TOTAL TOTAL				$ 432,643.77		$ 448,289.38		$ 496,806.40		$ 488,049.60		$ 446,701.86
	TOTAL SUBMITTED BY BIDDER				$ 432,643.77		$ 448,289.38		$ 496,806.40		$ 488,049.60		$ 446,701.86
	Bid Bond Attached?				Yes		Yes		Yes		Yes		Yes
	Contractor License Attached?				Yes		Yes		Yes		Yes		Yes
	Is Contract Properly Signed?				Yes		Yes		Yes		Yes		Yes
	Business License Attached?				Yes		Yes		Yes		Yes		Yes
	References Attached?				Yes		Yes		Yes		Yes		Yes
	Contract Complete?				Yes		Yes		Yes		Yes		Yes
	Exceptions to Specifications?				No		No		No		No		No

CITY COUNCIL REPORT

SUBJECT:
Design and Construction Services Contracts with Salt River Project (SRP) – Avondale City Center

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve two (2) Design & Construction Services Contracts with SRP in the total amount of $253,000 for the design and construction of electrical service for the City Center American Sports Center (ASC) and the proposed retail development, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

During the past year, the City of Avondale has planned for the construction of the American Sports Centers-Avondale and the retail buildings in the City Center planning area. On July 20, 2009, Council approved the Construction Manager at Risk (CMAR) Agreement with Sundt for the construction of the public infrastructure. On November 16, 2009, Council approved Amendment No.1 to the CMAR Agreement with Sundt establishing the Guaranteed Maximum Price for infrastructure improvements and on January 4, 2010, approved Amendment No. 2 to the CMAR Agreement which authorized the construction of the 83,000 square foot facility. Sundt is currently establishing the Guaranteed Maximum Price for the retail buildings which will be brought forth to the City Council at a future meeting.

DISCUSSION:

In order to provide electrical service to the 83,000 square foot American Sports Center Facility and for the proposed 24,540 square foot retail buildings, it is necessary to construct the electrical infrastructure. SRP will design and install a 277/480volt three phase transformer at a cost of $61,000 for the ASC building and design and install two (2) transformers that will supply enough electricity for four (4) 1000 amp services required for four (4) buildings that make up the retail portion in the amount of $192,000. The transformers will be located above ground at locations chosen by the City while the conduit and wire for electrical services will be underground. The electrical conduits for the ASC building and the proposed retail buildings must be installed before Sundt can finalize the on-site improvements. The SRP contracts will allow SRP to complete their design and fund SRP's construction and installation element of the required electrical infrastructure.

BUDGETARY IMPACT:

Funding for the Design & Construction Services Contracts with SRP is available in CIP Parkland Fund Line Item 310-1119-00-8210, City Center.

RECOMMENDATION:

Staff recommends that the City Council approve two (2) Design & Construction Services Contracts with SRP in the total amount of $253,000 for the design and construction of electrical service for the City Center American Sports Center (ASC) and the proposed retail development, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- SRP Design & Construction Services Contract-KJP03010
- SRP Design & Construction Services Contract-KJP02022

Distribution Design and Construction Contract

CUSTOMER IMPROVEMENTS
SRP - XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: GARY R DYSON
Contact Phone: 602-236-0813
Contact Fax: 602-236-0875
Date: 5/17/2010

Charles Andrews
CITY OF AVONDALE
11465 W. Civic Center Dr., Su. 120
Avondale, Az 85323

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and CITY OF AVONDALE (Customer) enter into this contract (Contract) for the design and construction of electrical facilities for the following Customer project (Project):

Customer Project:	**AVONDALE AMERICAN SPORTS CNTR**	Job Order #:	**KJP03010**
Location:	**755 N 114TH AVE WH, AVONDALE**	Tracking #:	**232614**
Project Information:	**Municipal new Bldg..new transformer, service, primary wire**	Total Amps:	**2500**
Square Footage:	**0**	Dev. Type:	**MUNI NEW BLDG**
Delivery Voltage(s):	**277/480v Three Phase**	Originating Cost Center:	**82520**

This Contract includes the attached Terms and Conditions and describes the general obligations of SRP and Customer. Any changes, amendments, or modifications to this Contract must be in writing and signed by both parties. Customer understands that SRP will not begin design services until Customer signs and returns this contract and pays the Contribution in Aid of Construction (CIAC) fee below. If the job is cancelled or Customer fails to diligently proceed to completion (as described below), the portion of the CIAC fee that was not used (if any) may, at SRP's discretion, be refunded. Upon completion of the design services, SRP shall provide Customer a set of design drawings for the Project, which will contain construction details. Additional fees, if applicable, will be billed separately under an Addendum to this Contract signed by both parties.

CIAC fee:	**$61,000**	Comments:

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Customer (i) accepts the design drawings by signing them, (ii) pays SRP the CIAC fee, and (iii) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project (the Real Property). If the deed(s) show that Customer is not the sole owner of all of the Real Property, Customer shall provide written documentation acceptable to SRP that establishes Customer's authority to act on behalf of each of the other owners in connection with the Project before SRP will begin any construction or installation work under this Contract. If Customer is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Customer shall be responsible for paying in advance the estimated additional costs of the redesign work.

SRP may terminate this Contract if Customer fails to satisfy all Real Property-related conditions within forty-five (45) days, or if Customer fails to hold a preconstruction meeting with SRP within one hundred twenty (120) days, or if Customer fails to commence actual construction of the SRP facilities within one hundred eighty (180) days, after SRP provides the design drawings to Customer. SRP may also terminate this Contract if, in SRP's determination, Customer is not actively constructing the SRP facilities for the Project.

SRP's delivery of this Contract to Customer constitutes an offer to perform the design and construction services on the terms and conditions set forth in this Contract. Customer may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP with the CIAC fee, payable by check or money order. This offer shall expire if Customer has not signed and returned this Contract to SRP with the CIAC fee on or before 7/16/2010.

If Customer changes the Project, or if there is any change to the information regarding the Project provided by Customer and relied upon by SRP, SRP will charge Customer and Customer shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs. Such costs may be retained by SRP from any funds previously collected from Customer, or billed directly to Customer, as appropriate.

Customer understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Customer.

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

SRP Authorized Signature: _____ **Date:** _____

Printed Name: GARY R DYSON **Email:** GARY.DYSON@srpnet.com

Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at http://www.srpnet.com and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CUSTOMER shall provide SRP all drawings and data requested by SRP that are pertinent to the design of the Customer Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CUSTOMER facilities may be used with SRP's facilities.
4. Customer shall provide SRP all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. Customer, at all times, shall permit SRP to access and maintain any SRP electric facility on Customer property. Customer understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Customer has provided all such easements.
5. CUSTOMER shall require that any construction work performed by CUSTOMER or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CUSTOMER shall secure all required State, County, and local permits and approvals to receive electric service.
7. Unless otherwise agreed in writing by SRP, Customer shall perform, at Customer's sole expense, all trenching, provision and installation of conduit, backfilling and surveying with property pins and grade stakes ("Customer Work"). All Customer Work shall conform to SRP's standards. Customer shall forward all results of survey to SRP for review and approval. Upon Customer's request, SRP may provide survey services for the Project under a separate written agreement.
8. SRP shall not be responsible for, and Customer shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Customer's performance of the Customer Work, including without limitation Claims arising out of the performance of Customer Work on property not owned by Customer.
9. Prior to SRP's installing any electric facility, the CUSTOMER shall install all water and sewer facilities and backfill. CUSTOMER shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities.
10. CUSTOMER shall permit SRP to inspect, at any time, any CUSTOMER provided facility. Any inspection by SRP shall not be deemed an approval of any CUSTOMER provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. CUSTOMER, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CUSTOMER requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Customer's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Customer. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Customer. Notwithstanding the foregoing, Customer may elect to provide its own substation at Customer's sole expense. Any dedicated substation, whether provided by SRP or Customer, shall be owned, operated, and maintained by Customer or its agents at Customer's sole expense.
13. CUSTOMER shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of CUSTOMER, or its directors, officers, employees, agents, contractors, or subcontractors. CUSTOMER's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with CUSTOMER, its directors, officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. CUSTOMER shall release SRP from any loss, damage, liability, cost, or expense incurred by CUSTOMER arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by Section 9 caused by the negligent act or omission of SRP.
14. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CUSTOMER agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CUSTOMER hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
15. The title to all work performed by SRP, or performed by CUSTOMER at SRP's request and accepted by SRP, shall remain with SRP at all times.
16. CUSTOMER shall meet with an SRP inspector before construction begins. **The meeting may be scheduled by calling Customer Improvements 602-236-0436 or the SRP Distribution Design Consultant.**
17. Security deposits for electrical service also may be required. Please call 602.236.8833 at least 30 days prior to the meter-set need-date.

Distribution Design and Construction Contract

CUSTOMER IMPROVEMENTS
SRP - XCT 341
P.O. Box 52025
Phoenix, AZ 85072-2025

SRP Contact: GARY R DYSON
Contact Phone: 602-236-0813
Contact Fax: 602-236-0875
Date: 5/17/2010

Charles Andrews
CITY OF AVONDALE
11465 W. Civic Center Dr., Su. 120
Avondale, Az 85323

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and CITY OF AVONDALE (Customer) enter into this contract (Contract) for the design and construction of electrical facilities for the following Customer project (Project):

Customer Project:	**AVONDALE AMERICAN SPRTS RETAIL Shops**	Job Order #:	**KJP02022**
Location:	**735, 745, 765, 775 N. 114th Ave**	Tracking #:	**233572**
Project Information:	**Retail Shops..4-1000a SESs, 4 customer owned sevices and service conduits, 2 transformers, primary wire**	Total Amps:	**4000**
Square Footage:	**0**	Dev. Type:	**RETAIL SHOPS**
Delivery Voltage(s):	**120/208v Three Phase**	Originating Cost Center:	**82520**

This Contract includes the attached Terms and Conditions and describes the general obligations of SRP and Customer. Any changes, amendments, or modifications to this Contract must be in writing and signed by both parties. Customer understands that SRP will not begin design services until Customer signs and returns this contract and pays the Contribution in Aid of Construction (CIAC) fee below. If the job is cancelled or Customer fails to diligently proceed to completion (as described below), the portion of the CIAC fee that was not used (if any) may, at SRP's discretion, be refunded. Upon completion of the design services, SRP shall provide Customer a set of design drawings for the Project, which will contain construction details. Additional fees, if applicable, will be billed separately under an Addendum to this Contract signed by both parties.

CIAC fee:	**$192,000**	Comments:

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Customer (i) accepts the design drawings by signing them, (ii) pays SRP the CIAC fee, and (iii) provides to SRP a copy of a deed or deeds evidencing ownership of all of the real property that is encompassed within or will be affected by the Project (the Real Property). If the deed(s) show that Customer is not the sole owner of all of the Real Property, Customer shall provide written documentation acceptable to SRP that establishes Customer's authority to act on behalf of each of the other owners in connection with the Project before SRP will begin any construction or installation work under this Contract. If Customer is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Customer shall be responsible for paying in advance the estimated additional costs of the redesign work.

SRP may terminate this Contract if Customer fails to satisfy all Real Property-related conditions within forty-five (45) days, or if Customer fails to hold a preconstruction meeting with SRP within one hundred twenty (120) days, or if Customer fails to commence actual construction of the SRP facilities within one hundred eighty (180) days, after SRP provides the design drawings to Customer. SRP may also terminate this Contract if, in SRP's determination, Customer is not actively constructing the SRP facilities for the Project.

SRP's delivery of this Contract to Customer constitutes an offer to perform the design and construction services on the terms and conditions set forth in this Contract. Customer may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP with the CIAC fee, payable by check or money order. This offer shall expire if Customer has not signed and returned this Contract to SRP with the CIAC fee on or before 7/16/2010.

If Customer changes the Project, or if there is any change to the information regarding the Project provided by Customer and relied upon by SRP, SRP will charge Customer and Customer shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs. Such costs may be retained by SRP from any funds previously collected from Customer, or billed directly to Customer, as appropriate.

Customer understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Customer.

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

SRP Authorized Signature: _____ **Date:** _____

Printed Name: GARY R DYSON **Email:** GARY.DYSON@srpnet.com

Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at http://www.srpnet.com and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. CUSTOMER shall provide SRP all drawings and data requested by SRP that are pertinent to the design of the Customer Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the CUSTOMER facilities may be used with SRP's facilities.
4. Customer shall provide SRP all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. Customer, at all times, shall permit SRP to access and maintain any SRP electric facility on Customer property. Customer understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Customer has provided all such easements.
5. CUSTOMER shall require that any construction work performed by CUSTOMER or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. CUSTOMER shall secure all required State, County, and local permits and approvals to receive electric service.
7. Unless otherwise agreed in writing by SRP, Customer shall perform, at Customer's sole expense, all trenching, provision and installation of conduit, backfilling and surveying with property pins and grade stakes ("Customer Work"). All Customer Work shall conform to SRP's standards. Customer shall forward all results of survey to SRP for review and approval. Upon Customer's request, SRP may provide survey services for the Project under a separate written agreement.
8. SRP shall not be responsible for, and Customer shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Customer's performance of the Customer Work, including without limitation Claims arising out of the performance of Customer Work on property not owned by Customer.
9. Prior to SRP's installing any electric facility, the CUSTOMER shall install all water and sewer facilities and backfill. CUSTOMER shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities.
10. CUSTOMER shall permit SRP to inspect, at any time, any CUSTOMER provided facility. Any inspection by SRP shall not be deemed an approval of any CUSTOMER provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. CUSTOMER, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to CUSTOMER requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Customer's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Customer. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Customer. Notwithstanding the foregoing, Customer may elect to provide its own substation at Customer's sole expense. Any dedicated substation, whether provided by SRP or Customer, shall be owned, operated, and maintained by Customer or its agents at Customer's sole expense.
13. CUSTOMER shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of CUSTOMER, or its directors, officers, employees, agents, contractors, or subcontractors. CUSTOMER's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with CUSTOMER, its directors, officers, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. CUSTOMER shall release SRP from any loss, damage, liability, cost, or expense incurred by CUSTOMER arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by Section 9 caused by the negligent act or omission of SRP.
14. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and CUSTOMER agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and CUSTOMER hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
15. The title to all work performed by SRP, or performed by CUSTOMER at SRP's request and accepted by SRP, shall remain with SRP at all times.
16. CUSTOMER shall meet with an SRP inspector before construction begins. **The meeting may be scheduled by calling Customer Improvements 602-236-0436 or the SRP Distribution Design Consultant.**
17. Security deposits for electrical service also may be required. Please call 602.236.8833 at least 30 days prior to the meter-set need-date.

CITY COUNCIL REPORT

SUBJECT:
Third Contract Amendment – Hill Brothers Chemical Company for Purchase of Chemicals for Water Reclamation Facility

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the Third Amendment to the Hill Brothers Chemical Company contract to purchase chemicals for the water reclamation facility for an annual aggregate total not to exceed $300,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Charles M. Wolf Water Resource Center treats approximately five million gallons of wastewater each day. The recent facility expansion provides an important increase in the plant capacity (from a previous maximum of 6 MGD [million gallons per day] to a new capacity of 9 MGD) and introduced some new treatment processes.

Several chemicals are essential to the processes for ensuring adequate treatment and maintaining regulatory compliance. Ferric chloride is used to assist the settling of solids early in the process and to aid in the anaerobic digestion of solids; sodium hypochlorite (liquid chlorine) serves as a disinfectant in the final treatment of the effluent, and is necessary for pH control in the odor scrubbing system; sodium hydroxide is effective for pH control throughout the process; and sodium bisulfite is used for de-chlorination.

To purchase the bulk chemicals necessary for water and wastewater treatment, in 2007 the City issued an Invitation for Bids (IFB WR 07-013) seeking bids from contractors to provide the required chemicals. Several contractors responded to the IFB and, because the IFB allowed multiple contract awards if beneficial to the City, several contracts were awarded.

In February, 2007, Hill Brothers Chemical Company was awarded Contract No. 12384C, with a two-year term, for the bulk liquid chemicals ferric chloride, sodium hypochlorite, sodium hydroxide, and sodium bisulfite, for use at the water reclamation facility. In April, 2009, staff was able to secure the contract pricing with Hill Brothers for an additional three years and the contract was amended to extend the term to March, 2012. In October, 2009, the contract was amended a second time to increase the annual aggregate total from $147,000 to $200,000.

DISCUSSION:

As a result of the recent upgrade, the facility requires the use of increased chemical volumes, particularly sodium hypochlorite (liquid chlorine) for disinfection, and it is necessary to purchase additional chemicals. This contract amendment will increase the annual aggregate total from $200,000 to $300,000 for the purchase of additional chemicals at the rates set forth in the original contract.

BUDGETARY IMPACT:

Funding for this amendment is available in Sewer Operations, line item 503-9230-00-7155.

RECOMMENDATION:

Staff recommends that the City Council approve the Third Amendment to the Hill Brothers Chemical Company contract to purchase chemicals for the water reclamation facility for an annual aggregate total not to exceed $300,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Contract

THIRD AMENDMENT
TO
CONTRACT NO. 12384C
BETWEEN
THE CITY OF AVONDALE
AND
HILL BROTHERS CHEMICAL COMPANY

THIS THIRD AMENDMENT TO THE CONTRACT (this "Third Amendment") is made as of June 7, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Hill Brothers Chemical Company, a California corporation (the "Contractor").

RECITALS

A. The City issued Invitation for Bids WR 07-013 (the "IFB") seeking bids from contractors to provide chemicals for water treatment.

B. The Contractor responded to the IFB and the City and Contractor entered into Contract No. 12384C, as amended by that certain First Amendment, dated April 20, 2009, and as further amended by that certain Second Amendment dated October 5, 2009, for the provision of water treatment chemicals (collectively, the "Contract").

C. The City has determined that it is necessary to purchase additional chemicals from the Contractor (the "Additional Chemicals") and increase the compensation paid to the Contractor for the Additional Chemicals.

D. The City and the Contractor desire to amend the Agreement to increase the compensation of the Contractor in order to purchase the Additional Chemicals.

AGREEMENT

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

1. Scope of Work. Contractor shall provide the Additional Chemicals under the terms and conditions of the Contract.

2. Compensation. The Contractor's total annual compensation under the Contract and this Third Amendment shall be increased by no more than $100,000.00 from $200,000.00 to $300,000.00, as consideration for the Additional Chemicals. The City may purchase the Additional Chemicals at the rates set forth in the Contract.

3. Agreement Subject to Appropriation. The provisions of this Third Amendment and the Contract for payment of funds by the City shall be effective when funds are appropriated

for purposes of this Third Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Third Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this Third Amendment. The obligation of the City to make any payment pursuant to this Third Amendment and the Contract is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Third Amendment during any immediately succeeding fiscal year, this Third Amendment shall terminate at the end of the then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Third Amendment and the Contract.

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

5. Non-Default. By executing this Third Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Contract.

6. Conflict of Interest. This Third Amendment and the Contract may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

HILL BROTHERS CHEMICAL COMPANY**,** a California corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____ 2010, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2010, by _____ as _____ of HILL BROTHERS CHEMICAL COMPANY, a California corporation, on behalf of such corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

CITY COUNCIL REPORT

SUBJECT:
Resolution 2914-610 - Intergovernmental Agreement with Arizona Department of Transportation for Avondale Blvd and I-10 Interchange Widening

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation related to cost sharing for the widening of the Avondale Boulevard and I-10 Traffic Interchange and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On February 9, 2009, Council approved a Professional Services Agreement with URS Corporation to provide design services for the Avondale Boulevard and I-10 Traffic Interchange (TI) Improvement Project. On September 14, 2009, Council approved an IGA with ADOT for standard roadway maintenance covering all of the rights of way beneath the I-10 bridges.

The Avondale Boulevard and I-10 Traffic Interchange (TI) project will widen Avondale Boulevard to three (3) travel lanes in each direction from Hilton Drive to north of the ADOT drainage channel bridge, construct dual left turn lanes and dual right turns onto eastbound I-10 (see attached vicinity map). As a part of this project, the bridge over the ADOT canal will be widened and retaining walls will be installed in the underpass. The existing ADOT drainage channel bridge will also be widened to accommodate the new roadway section. Other improvements include curb & gutter, sidewalks, and lighting. The City will enhance the retaining walls by adding aesthetics. The previously approved aesthetic renderings will be incorporated into the final retaining wall.

ADOT has requested that in addition to the Standard Roadway Maintenance Agreement IGA with the City, the City and ADOT enter into an IGA for a more concentrated roadway construction and maintenance agreement that specifically covers the rights of way beneath the I-10 Bridge along Avondale Boulevard including maintenance of the traffic signals at the ramp locations north and south of I-10.

DISCUSSION:

In 2008, a project assessment (PA) was conducted for the widening of Avondale Boulevard. The City worked with ADOT to move the project forward as a joint venture. ADOT agreed to provide $2 million in funding to cover the cost of improvements within their right of way. The City moved forward with the design as outlined in the PA, however during final design a change was made to install portland cement concrete pavement within ADOT right of way. Since this change was not in the anticipated budget and the Engineer's Estimate was very close to the project budget, ADOT agreed to provide an additional $660,000 in funding to cover the cost of this change. ADOT's total contribution to the project is now $2.66 million and will cover the cost of all improvements within their right of way. The

City is responsible for the design cost and the remaining construction cost. Bids for the project were received on May 25, 2010. The contract amount is estimated at approximately $4.3 million and City funding is available to cover the City's portion of the cost. The contract award for the construction of the improvements will be included in a future Council agenda.

The City will be responsible for improvements to Avondale Boulevard. However, ADOT's future responsibilities include major rehabilitation of the roadways within the State's control of access (except where the responsibility is defined by a separate agreement). ADOT is also responsible for maintaining the ramps at the interchanges, overhead signage, the bridge over the drainage channel, and the structural integrity of the soil nail wall.

BUDGETARY IMPACT:

Funding for this construction is included within Capital Improvement Project Street Fund Line Item 304-1152 (Avondale Blvd Bridge Widening North of I-10).

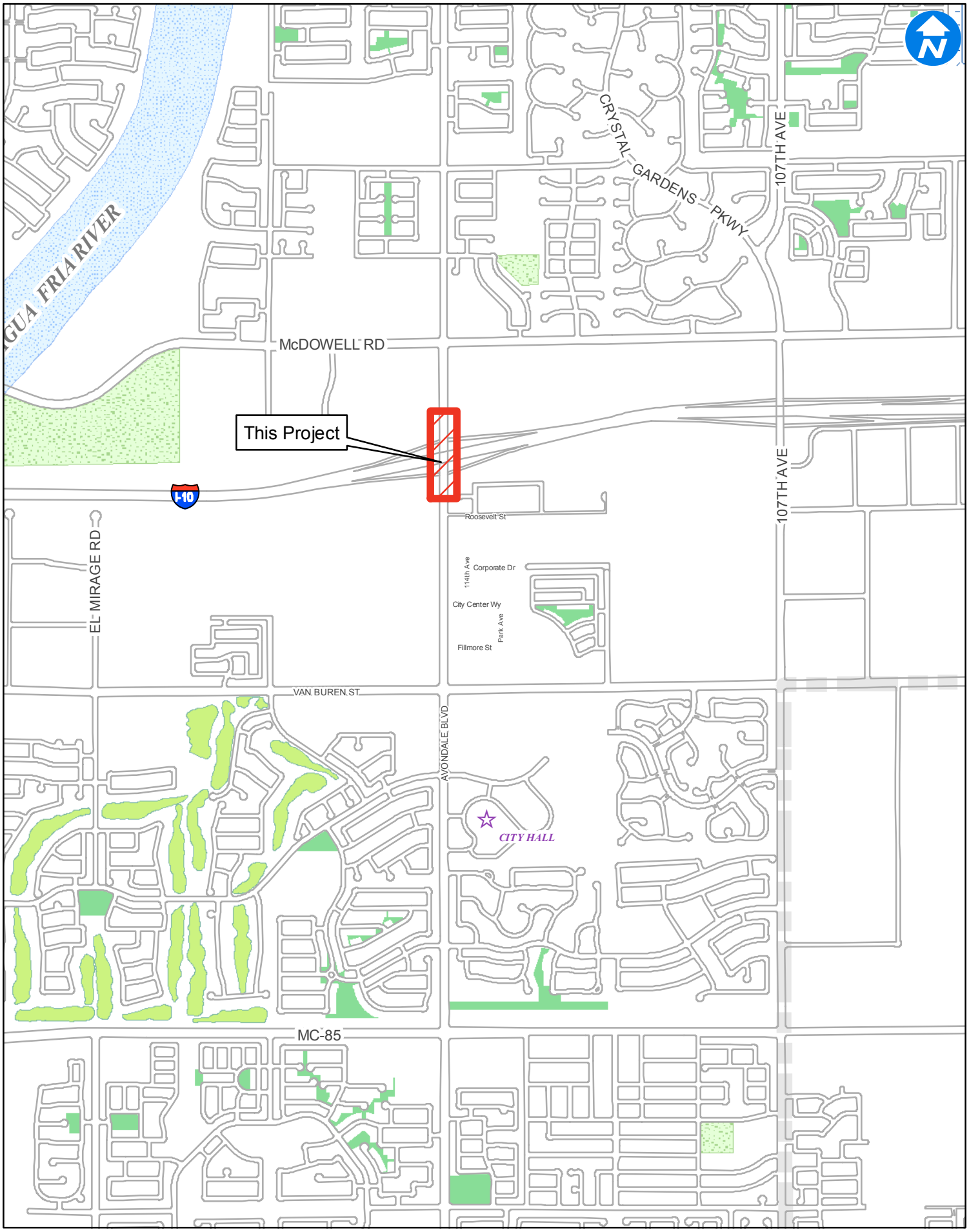
RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Arizona Department of Transportation related to cost sharing for the widening of the Avondale Boulevard and I-10 Traffic Interchange and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Resolution 2914-610



Map Produced by Avondale Water Resources/GIS Division

City of Avondale
Avondale Blvd & I-10 TI Improvements

RESOLUTION NO. 2914-610

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO CONSTRUCTION, OPERATION AND MAINTENANCE RESPONSIBILITIES CONCERNING CERTAIN IMPROVEMENTS TO AVONDALE BOULEVARD AT THE INTERSTATE 10 ("I-10") INTERCHANGE.

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

SECTION 1. The Intergovernmental Agreement with State of Arizona relating to construction, operation and maintenance responsibilities concerning certain improvements to Avondale Boulevard at the Interstate 10 interchange (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2914-610

(Intergovernmental Agreement)

See following pages.

ADOT File No.: IGA/JPA 09-196-I
AG Contract No.: P001-2010-001643
Project: Avondale Boulevard @ I-10
City Project-Widening Avondale Boulevard
Avondale Project No.: ST1152
TRACS No.: H7472 01C
Budget Source Item No.: 44710

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

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

I. RECITALS

1. The State is empowered by Arizona Revised Statutes, § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes, § 48-572 and Avondale City Charter, Article I, Section 3 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The City desires to widen north and southbound Avondale Boulevard at Interstate 10 (I-10) to accommodate 3-through lanes, bike lane, and sidewalks in each direction, plus a raised median and dual left turn-lanes (from Avondale Boulevard to eastbound and westbound I-10) and dual right turn-lanes (northbound Avondale Boulevard to eastbound I-10). These improvements will require additional work including, but not limited to: the installation of retaining walls; widening the I-10 westbound-off ramp and eastbound-on ramp; replacement of the northbound Avondale Boulevard overhead sign structure; and widening the Avondale Boulevard structure north of I-10 that crosses the State's drainage canal. The State has agreed to participate in a lump sum amount of **$2,660,000.00** to fund a portion of the improvements within the State's right of way, including the replacement of Asphalt Concrete (AC) pavement with Portland Cement Concrete Pavement (PCCP) on Avondale Boulevard south of Station 34+17.35 and north of Station 46+54.27, collectively herein referred to as the "Project". The City will be responsible for landscaping, water, electricity and minor/routine maintenance of the Project. The purpose of this Agreement is to outline each Party's responsibility relative to the Project.

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

II. SCOPE OF WORK

1. The City will:

a. Prepare design plans, construction plans, specifications, material reports, drainage reports, environmental clearance, utility clearance, construction cost estimates, traffic control plans and permits, and any other documents required for bidding and construction of the Project (collectively, the "Documents").

b. Be responsible for acquiring the necessary rights-of-way to accomplish the Project. Be responsible for blue-staking all underground facilities and structures that are specifically affected by this Project, as blue-staking is described by Arizona Revised Statutes § 40-360.21 through § 40-360.32.

c. Be responsible for any design consultant claims for extra compensation due to delays attributable to the City relative to the Project.

d. Provide to the State the Documents for review and comment, as appropriate. Agree to meet and confer with the State to resolve any objections, and following any such meeting, include the agreed upon changes in the Documents submitted or revise the final Documents accordingly.

e. Upon the State's concurrence of the final Documents and prior to award of the construction contract by the City, acquire an encroachment permit for work within the State's right-of-way, per established procedures of the State's Phoenix Construction District Permit Office.

f. Prior to the award of a construction contract, invoice the State a lump sum amount "not to exceed" **$2,660,000.00** for the State's participation in the cost of the Project.

g. Be responsible for all costs exceeding the State's contribution of **$2,660,000.00** to complete the Project.

h. Call for bids and award a construction contract through a competitive process, as provided by law; conduct Project inspections during the course of construction; administer the Project and make all payments to the contractor.

i. Be responsible for any construction contractor claims for extra compensation attributable to the City relative to the Project.

j. Notify the State in writing of any proposed contract modifications, change orders, letter agreements or force account work necessary to accomplish the Project, within the State's right-of-way, all of which shall be subject to the State's approval.

k. Notify Phoenix Construction District 14-days prior to PCCP placement, allowing Phoenix Construction District time to provide inspection to City Staff.

l. Notify Phoenix Construction District 14-days prior to commencing the Soil Nail Wall construction, allowing Phoenix Construction District to provide assistance to City Staff.

m. Not withstanding IGA/JPA 09-004-I, upon completion of the Project, be responsible for the construction, reconstruction, major rehabilitation and/or betterments, of the curbs, gutters, medians, drainage and drainage facilities along Avondale Boulevard within the State's right-of-way.

n. Upon completion of the Project, be responsible for all traffic signal maintenance and electrical energy costs to operate the electrical facilities. Be responsible for all monthly telephone charges for the interconnected circuits, when utilized.

o. Be responsible for the operations and maintenance of the electrical facilities and supporting electrical equipment at the Avondale Boulevard and I-10 traffic interchange. Electrical facilities include load center devices, intersection lighting, crossroad lighting, underdeck lighting, illuminated street name lighting, vehicle detection devices and supporting equipment. Supporting electrical equipment includes all other electrical materials, components and/or other equipment necessary for the operation and maintenance of the electrical facilities described herein, such as conduit, conductors, pull boxes, controllers and cabinets.

p. Be responsible for all electrical energy costs to operate and maintain underdeck lighting upon completion of installation, as provided herein. It is understood, the conduit for the future underdeck lighting was installed as part of the State's project to widen I-10 from Sarival Avenue to SR 101L.

q. Upon completion of the Project be responsible for perpetual and proper maintenance of the sidewalk and repair damages and substantial cracking, etc., ensuring that the sidewalk is safe and in compliance with Roadway Design Guidelines, and Americans with Disabilities Act (ADA), in accordance with IGA/JPA 09-004-I.

r. Be responsible for installation of all initial pavement markings associated with the Project. Continue to be responsible for maintaining longitudinal lines (such as lane lines, bike lane lines, etc.) and median noses on Avondale Boulevard as defined in IGA/JPA 09-004-I.

s. Retain the right-of-way acquired by the City for transportation purposes of the Project on Avondale Boulevard south of Station 34+17.35 and north of Station 46+54.27. Prior to any disposal thereof, the City must obtain the State's approval and provide the State the opportunity to establish via State Transportation Board Resolution the right-of-way for future State transportation use at no charge.

t. Obtain or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid five (5) year citywide Blanket Permit on file for only routine/normal maintenance and emergency maintenance work provided by City within the State's rights of way. The State will provide the City with a renewal notice 60-days prior to the end of each 5-year permit term granted to the City. Any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

u. Upon approval and acceptance of the Project, be responsible for the minor/routine maintenance of Avondale Boulevard as defined in IGA/JPA 09-004-I, dated October 5, 2009. Routine maintenance activities performed by the City shall be established by City standards.

v. Be responsible for the maintenance of the aesthetic wall enhancements on the Soil Nail Wall, including but not limited to graffiti removal, painting, and minor surface repair.

w. Be responsible for the water costs and the backflow testing for any landscape irrigation system for the Project either on the State's right-of-way or private property, within the City.

x. Perform routine landscaping and irrigation maintenance to assure permitted landscaping is properly maintained. Maintenance shall consist of the following: caring for all plants in accordance with accepted horticultural practices; keeping rock mulch as a consistent and uniform ground cover; repairing any erosion damage in the landscaped area; keeping all areas free of weeds, undesirable grasses, and litter; applying irrigation water to maintain healthy plants; furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests; pruning and replanting as required; and keeping all landscaping features as it was designed and establishment at the completion of the project. Maintenance of the irrigation system shall include all testing, adjusting, repairing, and checking the operation of the systems to keep it fully functional as designed.

y. Waive the four year advance notification requirements of Arizona Revised Statute § 28-7209, for the right-of-way abandonment of a portion of Avondale Boulevard to the City.

z. Upon approval of the State Transportation Board by resolution, accept ownership, jurisdiction, and control of the rights-of-way along Avondale Boulevard south of Station 34+17.35 and north of Station 46+54.27, the Avondale Boulevard TI PCCP limits.

2. The State will:

a. Upon receipt of the Documents from the City, review and provide comments, as appropriate. Agree to meet and confer with the City to resolve any objections.

b. Upon request by the City and concurrence of the final Documents by the State, grant the City an encroachment permit for work within the State's right-of-way, per established procedures of the State's Phoenix Maintenance District Permit Office.

c. Prior to the award of a construction contract, and within 30-days of a receipt of an invoice from the City, remit to the City a lump sum amount "not to exceed" **$2,660,000.00**, for its participation in the cost of the Project.

d. Maintain all transverse markings (such as crosswalks, stop bars, etc.), guidelines, and symbol markings (such as turn arrows, "left turn only" words, etc.) at the intersections between the off-ramp gore to the on-ramp gore.

e. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid five (5) year citywide Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. The State will provide the City with a renewal notice 60-days prior to the end of each 5-year permit term granted to the City. Any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

f. Participate with the City in the final inspection and acceptance of the Project for the area within the State's right-of-way.

g. After final acceptance of the construction by the Parties, be responsible for major maintenance and pavement restoration of areas located within the State's control of access, including the replaced overhead sign structure, and excluding the curb, gutter and sidewalk along Avondale Boulevard. It is further understood that the State will be responsible for all maintenance of the I-10 eastbound and westbound modified ramps after final inspection and acceptance of the completed Project.

h. Notify the City in writing of any additional work requested by the State and be responsible for the cost of this additional work. Provided however that prior to commencing the additional work, the Parties will discuss the additional costs and will proceed upon the mutual consent of the Parties.

i. The City and the State agree upon completion of the Project, provide maintenance responsibilities in accordance with the Master Maintenance Agreement (IGA/JPA 09-004) all attachments and exhibits and any future Amendments.

j. Provide inspection to City Staff during the construction of the PCC and assistance for the Soil Nail Wall.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and payments; provided however, any provisions herein for maintenance shall be perpetual or in accordance with IGA 09-004-I, as applicable. This Agreement may be modified upon mutual consent of both Parties by amendment of this Agreement.

2. To the extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") for, from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, Claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

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

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

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

4. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

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

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

5. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor". (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured).

6. Policy shall contain a waiver of subrogation against the State of Arizona, ADOT, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

7. Automobile Liability:

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

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

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, ADOT, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

8. Worker's Compensation and Employers' Liability:

Workers' Compensation	Statutory Limits
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, ADOT, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under Arizona Revised Statutes § 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

9. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

10. The State of Arizona, ADOT, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees and the other governmental entity shall be additional insured's to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.

11. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

12. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

13. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to ADOT Risk Management 1324 N. 22nd Avenue Phoenix, AZ 85009 and shall be sent by certified mail, return receipt requested.

14. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

15. VERIFICATION OF COVERAGE: Contractor shall furnish ADOT Risk Management with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

16. All certificates and endorsements are to be received and approved by ADOT Risk Management before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

17. All certificates required by this Contract shall be sent directly to ADOT Risk Management 1324 N. 22nd Avenue Phoenix, AZ 85009. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

18. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

19. APPROVAL: Any modification or variation from the insurance requirements in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

20. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

21. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

22. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

23. All books, accounts, reports, files and other records of any Party relating to the Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other Party for successive periods of five (5) years from the effective date of this Agreement. Such records shall be available for inspection upon five business days' notice at the offices of the Party in possession of the records.

24. Non-Discrimination: This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding.

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

26. Each Party will be responsible for establishing and maintaining its own budget for the Project.

27. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on the Agreement to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.

28. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meaning set forth in Arizona Revised Statutes § 35-391 or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

29. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes §12-1518.

30. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, MD 637E
Phoenix, AZ 85007
(602) 712-7124
(602) 712-3132

City of Avondale
City Manager
11465 West Civic Center Drive, Suite 120
Avondale, AZ 85323
(623) 333-1000
(623) 333-0120

For Construction District and/or Permit to Construct Utilities – Contact:
Arizona Department of Transportation
Phoenix Construction District Permits Office
4550 N. Black Canyon Fwy., Mail Drop E700
Phoenix, AZ 85017

For Maintenance Permit – Contact:
Arizona Department of Transportation
Phoenix Maintenance District Permits Office
2140 S. 22nd Avenue, Mail Drop PM00
Phoenix, AZ 85017

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

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

CITY OF AVONDALE

By _____
MARIE LOPEZ ROGERS
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
ROBERT SAMOUR, P.E.
Deputy State Engineer, Valley Transportation

ATTEST

By _____
CARMEN MARTINEZ
City Clerk

Final 5/20/10-ly

JPA 09-196-I

ATTORNEY APPROVAL FORM

FOR THE CITY OF AVONDALE

INTERGOVERMENTAL AGREEMENT DETERMINATION LETTER

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and CITY OF AVONDALE, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-952 through § 11-954 as amended, by the undersigned City Attorney who has determined that it is in proper form and within the powers and authority granted to City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated _____, 2010

_____
City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2915-610 - Intergovernmental Agreement with Flood Control District of Maricopa County for Data Sharing of Aerial Digital Ortho-Photography

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Flood Control District of Maricopa County for the purpose of cost sharing for aerial digital ortho-photography.

BACKGROUND:

Since December of 2000, the Flood Control District of Maricopa County (FCD) has been acquiring digital ortho-rectified aerial photography with a horizontal accuracy of plus or minus five feet. This accuracy is necessary for the FCD's regulatory and technical responsibilities. The FCD's specifications require the ground control used for acquiring the photos be the GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) generated by the Maricopa County Department of Transportation. Airborne GPS is used to control the project and a ground size pixel of 0.8 feet and 0.32 feet is specified depending on the location to be acquired. Data is delivered in Mr. Sid and TIFF format.

For several years the City has partnered with FCD to cost-share in the acquisition of the photography in the geographic area included within the City's planning boundary. The aerial imagery has been used by the City for dozens of projects including pavement management, pavement strip digitizing, sidewalk inventorying, and as a solid base layer. Nearly every City department routinely requests mapping products that include a base of aerial photography.

DISCUSSION:

The proposed Intergovernmental Agreement establishes a three-year agreement that will allow the City to share the cost of purchasing the high resolution aerial photography covering the entire city planning boundary. The agreement also has provisions to extend an additional two years provided both parties are still in agreement. The images will be provided once per year. The total cost per year for the area being requested is estimated at $18,000. The cost to the City is one half the total cost, or approximately $9,000 annually.

BUDGETARY IMPACT:

Funding for this item is available in the Water Operating Budget, line item 501-9111-00-6190.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the Flood Control District of Maricopa County for the purpose of cost sharing for aerial digital ortho-photography, and authorize the Mayor or City Manager

and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2915-610

RESOLUTION NO. 2915-610

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR DIGITAL PHOTOGRAPHY DATA SHARING.

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

SECTION 1. The Intergovernmental Agreement between the Flood Control District of Maricopa and the City of Avondale for digital photography data sharing (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2915-610

[Agreement]

See following pages.

When Recorded Return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

Intergovernmental Agreement

for the

Data Sharing

of

Digital Aerial Ortho-Photography

between the

Flood Control District of Maricopa County

and the

City of Avondale

FCD 2009A026

Agenda Item:_____

This Intergovernmental Agreement (IGA) is entered into by and between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors hereinafter called the DISTRICT and the City of Avondale, Arizona, a municipal corporation and political subdivision of the State of Arizona, acting by and through its City Council hereinafter called the CITY.

This Agreement shall become effective as of the date it has been executed by all parties and recorded in the office of the Maricopa County Recorder.

DATE FILED WITH MARICOPA COUNTY RECORDER _____

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

2. The CITY is empowered by Arizona Revised Statutes Section 11-952, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

BACKGROUND

3. Since December of 2000, the DISTRICT has been acquiring digital ortho-rectified aerial photography with a horizontal accuracy of plus or minis five feet. This accuracy is necessary for the DISTRICT's regulatory and technical responsibilities. The DISTRICT's acquisition of the imagery is hereinafter called the PROJECT. Imagery acquired by the DISTRICT for the 2009-2010 fiscal year represents year one (1) of the PROJECT. The ground control used for the PROJECT will be the GEODETIC DENSIFICATION AND CADASTRAL SURVEY generated by the Maricopa County Department of Transportation and is hereinafter called the GDACS points. Airborne GPS will be used to control the PROJECT. A ground size pixel of 0.8 ft. and 0.32 ft. is specified depending on the location to be acquired. Data is being delivered in Mr. Sid and TIFF format.

4. Each year of the PROJECT, and when the PROJECT is complete, the information will be used for Zone A floodplain determinations, for accurately depicting features on the ground and for floodplain determinations on the DISTRICT Web site.

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and the CITY for the cost sharing and data sharing of the PROJECT.

TERMS OF AGREEMENT

6. The CITY shall direct the DISTRICT as to which areas it needs photographed and in what resolutions. The parties shall share the costs associated with the photography of the area, as shown on Exhibit "A," according to the terms set forth in this Section 6. For high resolution photography (0.32 feet per pixel), the CITY shall pay $150.00 per tile and the DISTRICT shall pay $50.00 per tile. For low resolution photography (0.8 feet per pixel), the CITY and the DISTRICT shall share in equal proportions the cost per tile. If the DISTRICT contracts with another party to use any portion of the photography of the area, as shown on Exhibit "A," the DISTRICT shall reallocate the CITY's share of the costs associated with the photography between the CITY and the new party such that the CITY and the new party shall share equally the CITY's share of the costs. In such case, the DISTRICT shall be solely responsible for paying the DISTRICT's share of the costs associated with the photography.

7. The DISTRICT shall:

    7.1 Be responsible for the acquisition of the ortho-photography from the contractor, managing the contract, and delivering the final product to the CITY.

    7.2 Provide a cost summary for all ortho-photography acquired to the CITY for review prior to invoicing the CITY for their cost share obligation.

    7.3 Invoice the CITY for it's share of the PROJECT after the CITY has conducted it's review and after any CITY comments regarding the PROJECT have been resolved to it's satisfaction.

8. The CITY shall:

    8.1 Reimburse the DISTRICT for the CITY's share of the PROJECT, within thirty (30) calendar days of receipt of the invoice.

    8.2 Review and provide comments on the photography within three (3) weeks of receipt of the deliverables.

    8.3 Be responsible for performing quality control of the final products.

9. In the case of any dispute over any items in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.

10. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

    TO DISTRICT:

    Flood Control District of Maricopa County
    Chief Engineer and General Manager
    2801 West Durango Street
    Phoenix, AZ 85009-6399

    TO CITY:

    City of Avondale
    GIS Manager
    11465 W Civic Center Drive
    Avondale, AZ 85323

11. After CITY has completed its review and payment has been received by the DISTRICT for the CITY funding share, the CITY is free to provide printed copies to the general public and may provide digital photos to consultants working with the CITY, <u>without any additional</u>

reimbursement to the District. If the CITY chooses to cancel this agreement as provided for in Paragraph 15 prior to making payment, the CITY shall have no ownership interest in the PROJECT photos and shall return all photos to the DISTRICT.

12. Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this PROJECT, including but not limited to the following unless specifically identified otherwise in this Agreement: inspection, management, and administration. Each party shall establish and maintain its own budget under this Agreement.

13. The DISTRICT has contracted with the ortho-photography contractor to supply aerial imagery once per year during years one (1), two (2), and three (3) of the PROJECT with the option of extending the contract for an additional two years to include years four (4) and five (5). The term of this Agreement shall expire upon completion of year three (3) of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement.

14. If the DISTRICT exercises its option to extend the PROJECT contract for an additional two years to include years four (4) and five (5), this Agreement may be extended by two (2) years by mutual written agreement of the Chief Engineer and General Manager of the DISTRICT and the City Manager of the CITY.

15. Upon mutual written agreement of both parties this Agreement may be amended or terminated. Upon termination of this Agreement, property used to provide the above stated services which belong to the DISTRICT or CITY shall within a reasonable time period, not to exceed thirty (30) days, be returned to the respective owner.

16. This Agreement is subject to cancellation by any party pursuant to the provisions of Arizona Revised Statutes Section 38-511.

17. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

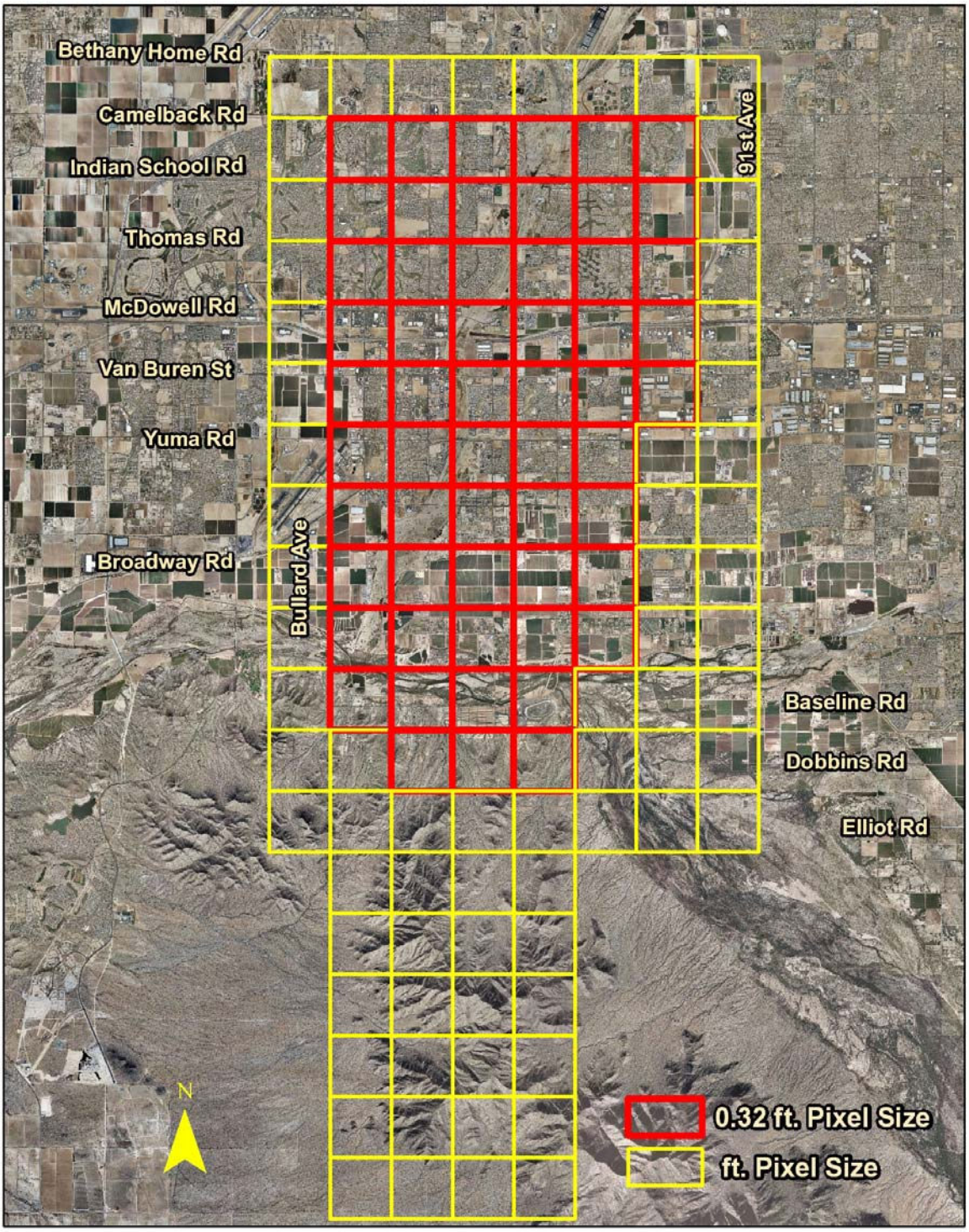
18. If legislation is enacted after the effective date of this agreement which changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party.

19. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other

party and its subcontractors are complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties and their respective subcontractors shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law including terminating this Agreement.

Exhibit "A"


Bethany Home Rd
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Thomas Rd
McDowell Rd
Van Buren St
Yuma Rd
Broadway Rd
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91st Ave
Baseline Rd
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FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

_____
Timothy S. Phillips, P.E. Date
Chief Engineer and General Manager

Approved and Accepted:

By:_____
Chairman, Board of Directors Date

Attest:

By:_____
Clerk of the Board Date

The foregoing Intergovernmental Agreement **FCD 2009A026** has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

_____
Deputy County Attorney Date

CITY OF AVONDALE
A Municipal Corporation

Marie Lopez Rogers, City Mayor

By:_____
Marie Lopez Rogers Date
City Mayor

Attest:

By:_____
Carmen Martinez Date
City Clerk

The foregoing Intergovernmental Agreement **FCD 2009A026** has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Avondale under the laws of the State of Arizona.

By:_____
City Attorney

Date: _____

CITY COUNCIL REPORT

SUBJECT:
Resolution 2913-610 - Intergovernmental Agreement with Maricopa County for Community Action Program

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Sylvia Sheffield, Social Services Manager (623)333-2722

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an IGA with the Maricopa County Board of Supervisors for a grant in the amount of $141,503 to operate the Community Action Program (CAP) during FY 2010-2011.

BACKGROUND:

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

DISCUSSION:

Currently the Maricopa County Human Services Department funding of the Avondale Community Action Program comes from the Social Services Block Grant (SSBG), Temporary Assistance to Needy Families (TANF), and the Community Services Block Grant (CSBG). Utility assistance and weatherization assistance is available through the Low Income Home Energy Assistance Program (LIHEAP) and the Weatherization Program.

The service area for the Avondale area has been changed for FY 2011 by the Maricopa County Board of Supervisors to include additional unincorporated areas north to Glendale Avenue including all of Litchfield Park, and east/south to Laveen and the unincorporated areas surrounding but not including Tolleson. During FY 2010 the north service boundary only went to Camelback and the unincorporated areas of Laveen and surrounding Tolleson were served by the Tolleson CAP office. Funding for this increased service area has increased from $116,762 to $141,503 an increase of $24,741. The new service area will be called the Central West service area.

The projected number of individuals who will receive Community Action Program services during FY 2009 - 2010 is over 5,300. It is anticipated that service levels for FY 2010 - 2011 will increase to approximately 5,500. Community Action Program services include: information and referral; advocacy; crisis intervention; emergency food box referrals; employment search; energy education; and housing, rental, and energy assistance. Staff provides a rapid response to residents facing personal or economic emergencies, or crises such as loss of home, job, or household goods. Each family applying for assistance is offered case management services which provides a structure in which family members receive information and learn skills which assists them in reducing emotional and financial crises in the future.

By receiving assistance, referrals, case management services, and other outreach services Avondale families have been able to avoid homelessness, resolve personal crises, learn budgeting skills, improve the physical condition of their homes, avoid hunger, receive employment and education resources, and go on to establish and maintain self-sufficiency. This level of service provision has strengthened the quality of life of Avondale residents.

BUDGETARY IMPACT:

The proposed budget for FY 2010 - 2011 is $256,297. This amount includes $141,503 from the Maricopa County Board of Supervisors, $20,300 from the City of Goodyear, and $94,494 from the City of Avondale's General Fund. The City of Avondale's General Fund portion is included in the proposed FY 2010 - 2011 budget.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing the renewal of the Intergovernmental Agreement with the Maricopa County Board of Supervisors for a grant in the amount of $141,503 to operate the Community Action Program (CAP) for FY 2010 - 2011.

ATTACHMENTS:

Click to download

- Resolution 2913-610

RESOLUTION NO. 2913-610

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO FY 2010-2011 COMMUNITY ACTION PROGRAM FUNDING.

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

SECTION 1. The Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa County relating to funding for the City's Community Action Program for FY 2010-2011 (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

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

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2913-610

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT

FOR SERVICES
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF AVONDALE

Contract Amount: $141,503

Contract Start Date: July 1, 2010

Contract Termination Date: June 30, 2011 (Contract includes two options for one-year extensions based on successful performance)

This Agreement is entered into by and between City of Avondale, (hereinafter referred to as the "Contractor"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "Department"). The Contractor and Department are collectively referred to herein as the "Parties" and individually as a "Party." The Contractor, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions
Section II – Special Provisions
Section III – Work Statement
Section IV – Agency Hours of Operation & Service Area
  Attachment A – Agency Facility
  Attachment B - Service Area Map
Section V – Compensation
Section VI – Budget/Financial
  Attachment C – Operating Budget

Contractor Representative:	Sylvia Sheffield
Phone:	623-333-2700
Address:	1007 South Third Street, Avondale, AZ 85232
E-Mail:	ssheffield@avondale.org
Maricopa County:	Margarita Leyvas, Assistant Director
Phone:	602-506-5911
Address:	234 North Central, Suite 3000, Phoenix, AZ 85004
E-Mail:	mleyvas@mail.maricopa.gov

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Contractor in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
City of Avondale

_____
Authorized Signature

_____
DATE

Attested to:

_____
City of Avondale

_____
DATE

Approved By:
MARICOPA COUNTY

_____
Chairman, Board of Supervisors

_____
DATE

Attested to:

_____
Clerk, Board of Supervisors

_____
DATE

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY WHO HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

_____
City of Avondale Attorney

APPROVED AS TO FORM:

_____
Legal Counsel for Maricopa County

SECTION I

GENERAL PROVISIONS

Maricopa County

Human Services Department

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means this Contract for Services agreement between Maricopa County, administered by its Human Services Department, and another entity or entities, including Intergovernmental Agreements.

2. **Assistant Director** means the Director of a specific Division within the Human Services Department.

3. **Board of Supervisors** means the Maricopa County Board of Supervisors.

4. **Contract Administrator** means the person administering this Agreement on behalf of the Department.

5. **Contractor** means the person, firm or organization listed on the Cover Page of this Agreement.

6. **Contract Specialist** means the liaison between the Department and the Contractor that is responsible for contract monitoring and technical assistance.

7. **County** means Maricopa County.

8. **Department** means the Maricopa County Human Services Department.

9. **Director** means the Director of the Maricopa County Human Services Department.

10. **Division** means a section of the Human Services Department.

11. **Fidelity Bond** means a bond to indemnify the Contractor against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.

12. **Intergovernmental Agreement** means an agreement entered between two or more public agencies for services, to jointly exercise any power common to them, or
for joint or cooperative action to perform some or all of the services specified in their agreement as provided by A.R.S. § 11-952.

13. **Juvenile** means any person under the age of eighteen (18).

14. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.

15. **Performance Bond** means a bond executed to secure fulfillment of all of the Contractor's obligations under this Agreement.

16. **Program Manager** means the Assistant Director of a Division.

17. **Provider** means any Contractor and/or Subcontractor providing services required by this Agreement.

18. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.

19. **Subcontract** means any contract entered into by a Contractor with a third party for performance of any of the work or provision of any of the services covered by this Agreement.

20. **Subcontractor** means an entity funded through the Contractor to provide services required by the Work Statement. A subcontract must be approved in writing by the Contract Administrator.

21. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.

2. The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

3. The Contractor is an independent Contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the County.

4. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made full written disclosure of the proposed payments to the Department and has received written approval therefore.

5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

E. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Department Assistant Director. Contractor shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees otherwise.

F. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are actually available to the Department for disbursement. The Director shall be the sole authority in determining

the availability of funds under this Agreement and the Department shall keep the Contractor fully informed as to the availability of funds.

2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

G. BUDGET ADJUSTMENTS

Any requests for reasonable budget adjustments must be submitted ninety (90) days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow section D of this Agreement to amend this Agreement.

H. DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.

2. Disputes must be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date the Contractor knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond in writing to the Contractor within fourteen (14) working days. The decision of the Contract Administrator or County Procurement Officer shall be final and conclusive unless, within seven (7) working days from the date the Contractor receives the decision, Contractor files a written notice of appeal with the Director of the Materials Management Department of Maricopa County, who shall provide the Contractor with a written response within fourteen (14) working days following receipt of the Contractor's notice of appeal. The decision of the Director shall be final.

3. Pending a final decision of the Director of the Materials Management Department, the Contractor shall proceed diligently with the performance of this Agreement in accordance with the Contract Administrator or County Procurement Officer's decision.

I. DEFAULT

This Agreement may be immediately terminated by either party if the other party fails to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes either party's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Contractor if the Contractor is unable or fails to provide required services within the specified time frame.

J. TERMINATION

1. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.

2. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested.

3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.

4. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Contractor's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.

K. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

L. STRICT COMPLIANCE

The Department's acceptance of Contractor's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

M. NON-LIABILITY

Each party, each party's officers, representatives, agents and employees shall not be liable for any act or omission by the Contractor or Subcontractor or any officer, representative, agent or employee of Contractor or Subcontractor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or contracts made by the Contractor, Subcontractor or any officer, representative, agent and employee of Contractor or Subcontractor, in connection with this Agreement.

N. RECIPROCAL INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

O. TECHNICAL ASSISTANCE

The Department will provide reasonable technical assistance to the Contractor to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no

way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

P. SINGLE AUDIT ACT REQUIREMENTS

Contractors in receipt of federal funds through the Department are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Contractors shall comply with OMB Circular A-133. Upon completion, such audits shall be made available for public inspection and submitted to the County's Internal Audit Department for review within thirty (30) days of completion. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. Contractors shall take corrective actions within six (6) months of the date of receipt of the reports. The Department shall consider sanctions as described in OMB Circular A-133 for contractors not in compliance with the audit requirements.

Q. AUDIT DISALLOWANCES

1. The Contractor shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

2. If the County determines that a cost for which payment has been made is a disallowed cost, the Department will notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Contractor issuing a check payable to the County.

R. STAFF AND VOLUNTEER TRAINING

The Department may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the Department.

S. CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Contractor agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

T. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit OMB

Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

U. RELIGIOUS ACTIVITIES

The Contractor agrees that none of its costs and none of the costs incurred by any Subcontractor will include any expense for any religious activity.

V. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the County or the Contractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

W. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

X. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information. Contractor shall include a clause to this effect in all Subcontracts.

Y. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

Z. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

AA. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

BB. CONTRACT COMPLIANCE MONITORING

The Department will monitor the Contractor's compliance with, and performance under, the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by the Department

and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. During an on-site visit, the Contractor shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Department for inspection and copying.

CC. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The Contractor shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Contractor to notify the Department of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.

2. The Contract Administrator may request, and the Contractor shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.

3. If the Contract Administrator determines that the award to the Contractor of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

DD. MINIMUM WAGE REQUIREMENTS

The Contractor warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*).

EE. RECOGNITION OF DEPARTMENT SUPPORT

The Contractor shall give recognition to the Department, the County and the funding source for its support when the Contractor publishes materials or releases public information that is paid for in whole or in part with funds received by the Contractor under this Agreement.

FF. INSURANCE

The Contractor shall have in effect at all times during the term of this Agreement, insurance which is adequate to protect the County, its officers and employees, participants and equipment funded under this Agreement against such losses as are set forth below. The Contractor shall name the County as an additional insured party. The Contractor shall provide the Department with documentation of insurance coverage by furnishing the Contract Administrator a certificate of insurance or a certified copy of the insurance policy or other documentation that is required by the Contract Administrator.

1. The following types and amounts of insurance are required as minimum:

a. Worker's Compensation according to statutory limits.
b. Unemployment Insurance as required by Arizona Law.
c. Public Liability, Bodily Injury and Property Damage;
   1) General Liability, each occurrence, $1,000,000
   2) Property Damage $1,000,000; or

3) Combined single limit, each occurrence, $1,000,000 minimum.

d. Automobile and Truck Liability, Bodily Injury and Property Damages:
   1) General Liability, each occurrence, $1,000,000
   2) Property Damage $1,000,000; or
   3) Combined single limit, each occurrence, $1,000,000 minimum.

e. Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the Contractor and reimbursement, if any, under this Agreement are subject to regulatory provisions of the funding source(s) of this Agreement.

f. Property or equipment purchased or furnished through funds provided under this Agreement shall be fully insured for the purchase or replacement cost of such property or equipment.

2. Contractors providing professional or semi-professional personal services for which malpractice or professional liability coverage is available, such as medical, psychiatric or legal services, shall carry minimum liability coverage of $1,000,000 each occurrence and provide the Department with proof of coverage.

GG. BONDING

1. The Contractor shall not receive any initial reimbursements under this Agreement in an amount greater than the Contractor's bonding limit. Contractor shall provide the Contract Administrator with documentation of required bonding.
2. Contractor shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.
3. Bonding requirements shall prevail throughout the term of this Agreement.

HH. GRIEVANCE PROCEDURE

The Contractor shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Contractor's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Contractor's level.

II. NONDISCRIMINATION

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include this clause in all of its Subcontracts.

JJ. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans

With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

KK. FINANCIAL MANAGEMENT

The Contractor shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Contractor. All interest earned on the account shall be disposed of in a manner specified by the County in accordance with applicable State and federal regulations. The Contractor shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

LL. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Contractor that are related to this Agreement.

2. The Contractor shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the Department, federal and State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all of the records.

MM. ADEQUACY OF RECORDS

If the Contractor's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse the County for the services not supported and documented.

NN. COMPETITIVE BID REQUIREMENTS

1. Equipment
   If this Agreement is with other than a Public Agency, the Contractor shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:
   a. Procurements in excess of $300, but less than $1,000, require oral price quotations from two or more vendors. The Contractor shall keep and maintain a record of the vendors' verbal quotations. The Contractor's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
   b. Procurements exceeding an aggregate amount of $1,000 must be approved by the Department Assistant Director. At least three (3) bidders shall be solicited to submit written quotations. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies
   If this Agreement is with other than a Public Agency, the Contractor shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater

than $300, unless the Contractor obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

3. Minority, Women and Small Business Enterprises
The Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

4. If the Contractor is a Public Agency, the Contractor's own bidding procedures shall govern.

5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement

OO. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the County upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Contract Administrator.

PP. IMMIGRATION REFORM AND CONTROL COMPLIANCE

Contractor understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"). Contractor shall comply with the IRCA in performing under this Agreement and shall grant the County access to inspect its personnel records to verify such compliance.

QQ. DRUG FREE WORKPLACE ACT

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that contractors and grantees of federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

RR. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The Contractor is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

SS. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, either party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other Party of this Agreement with respect to the subject matter of this Agreement. Either party may also recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party from any other Party to this Agreement arising as the result of this Agreement.

TT. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

UU. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the Contractor to the terms, representations and/or warrants of this Certification. The (put in name of the organization) ("Contractor"), defined as the primary participant in accordance with 45 C.F.R. which certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

(e) shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation, The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

(f) shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The Contractor shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all

subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R.

Should the Contractor not be able to provide this Certification, an explanation as to why shall be immediately provided to the Department, Attention: Maricopa County, Human Services Department, Community Services, (address and zip code of the department inserted here).

VV. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES § 23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

By entering into this Agreement, the parties represent and warrant compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) (INA) and all other federal and State immigration laws and regulations related to the immigration status of its employees. Each party shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. Each party and its Subcontractors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

Each party warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

1. Each party and its Subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

2. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and either party may immediately terminate this Agreement without liability;

3. That each party and any contracting government entity retains the legal right to inspect the papers and employment records of any party's or Subcontractor's employee who works on this Agreement to ensure that the other party or any Subcontractor is complying with the warranty provided under subsection 1 above and that each party agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

WW. CONTRACTOR COMPLIANCE WITH A.R.S. §§ 35-391.06 AND 35-393.06 (SCRUTINIZED BUSINESS RELATIONS WITH SUDAN AND IRAN):

By entering into this Agreement, each party certifies it does not have scrutinized business operations in Sudan or Iran. Each party shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the other party upon request. These warranties shall remain in effect through the term of this Agreement.

Either party may request verification of compliance from the other party or any Subcontractor performing work under this Agreement. Should either party suspect or find that the other party or any of its Subcontractors are not in compliance, the party suspecting or finding non-compliance may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, immediate termination of this Agreement for default, and suspension and/or debarment of the other party. Each party shall bear its own costs necessary to verify compliance with this provision.

SECTION II

SPECIAL PROVISIONS

Maricopa County

Human Services

A. PURPOSE

Contractors shall perform the work and provide the services as defined in the work statement narratives. Whenever the Contractor is unable or expects to be unable to perform any of the work and/or provide any of the services required by the terms of this contract, the Contractor shall notify the MCHSD Community Services Division Assistant Director as defined in the General Provisions Termination Clauses in writing.

B. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the special Provisions shall control. To the extent that the Work Statement(s) and the Special or General provisions are in conflict, the Work Statement(s) shall control. Nothing herein shall operate to increase the Operating Budget without a written Amendment thereto.

C. DEFINITIONS

1. MCHSD - means Maricopa County Human Services Department

2. CSD – means Community Services Division

3. Department – means Maricopa County Human Services Department, Community Services Division

D. CHANGES ORIGINATED BY THE DEPARTMENT

The MCHSD Community Services Division Assistant Director may, at any time, make changes by written order to the general scope of this contract in any or all of the following areas and methods:

1. Specific program rules, regulations, application procedures

These changes will be communicated in writing to subcontractor agency directors through revisions to the Maricopa County Human Services Department/Community Services Division Program Policy & Procedure Handbook and through written memorandums.

2. Minor work statement revisions.

These changes will be communicated in writing to the subcontractor agency directors through written memorandums.

3. Administrative requirements such as reporting criteria.

These changes will be communicated in writing to subcontractor agency directors through written memorandums.

4. Budget Adjustments.

If changes do not result in an increase or reduction of the total contract budget amount, changes will take place with budget change order sheets executed, approved and signed by both the MCHSD Community Services Division Assistant Director and Contractor agency director.

Changes that result in an increase or decrease in the total contract budget will require a formal contract amendment.

Any dispute or disagreement resulting from written change orders shall constitute a dispute within the meaning of the dispute clause of the contract General Provisions and shall be adjusted accordingly.

E. AUDIT REQUIREMENTS

The Contractor shall submit to the Department annually, either:

1. Audited financial statements prepared in accordance with federal single audit requirements; or,
2. Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

F. CONTRACTOR CHANGES

The Contractor is required to notify the MCHSD Community Services Division Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:

- agency staff funded with this contract
- agency authorized signatory
- agency address, phone, fax, email addresses
- person to whom contract notices should be sent

G. DEPARTMENT DETERMINATIONS

The Department reserves the right to increase or decrease contractor's budget or scope of work for any and all work statement based on over, under or non-performance resulting from program overview and monitoring by MCHSD/Community Services Division staff.

H. ALLOCATION OF FUNDING

Should additional funds become available during the term of the contract period, the Department reserves the right to allocate these funds and proportionate services in the contractor's agreement. Allocations may be adjusted based on documented client need, census determinations, over, under or non-performance of contract.

I. COMPUTER SOFTWARE POLICY

The contractor shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between the Department and the Contractor related to contract equipment, software, internet accessible database system, and access shall be implemented and monitored. Annually, contractors will be required to submit an inventory of all county provided hardware and software to the MCHSD Community Services Division Assistant Director.

J. RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the Contractor shall repay those funds to the Department upon written notification by the MCHSD/CSD Operations Manager or Assistant Director.

K. DATA COLLECTION AND MANAGEMENT

Eligibility determination and documentation shall be completed for all applicants/clients and appropriate household members receiving services through this contract. The Contractor is responsible for adhering to MCHSD data entry requirements and for the timely, accurate data entry of information.

L. COOPERATION IN TRAINING, PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES

The Contractor will be required to cooperate in needs assessments, training required by MCHSD CSD and planning and outcome measurement initiatives.

M. REPORTING REQUIREMENTS

Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th working day following each month during the contract term the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th working day following the end of a month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

No later than the designated date, to be determined by the Department, following the termination of this contract, Contractor shall submit to the Department final program and fiscal reports. Failure to submit final program and fiscal reports within the designated time period may result, at the option of the Department, in forfeiture of final payment.

N. INSURANCE REQUIREMENTS

The City is a public entity and is self-insured. The City shall provide the Department a Certificate of Self-Insurance.

O. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

If providing direct services to children or vulnerable adults, the following shall apply:

1. Background checks through the Central Registry shall be conducted for each Contractor employee including subcontractors and volunteers, whether paid or not, who provide direct services to children or vulnerable adults.

2. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

3. Within twenty (20) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* to the Department for each employee and subcontract employee whether paid or not, who are providing direct services to children or vulnerable adults.

4. By the date of hire, new employees, subcontractors and volunteers, whether paid or not, shall be submitted to the Central Registry by the Contractor. Individuals shall not provide direct services to Department clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to Department clients. If the Central Registry background check specifies any disqualifying

act, the individual shall be prohibited from providing direct services to Department clients. Proof of submittal to the Central Registry must be submitted to the Department. Results of the Central Registry background checks must be submitted to the Department within five (5) days of receipt by Contractor.

4. The Contractor shall maintain the Central Registry Background Check results in a confidential file for six (6) years after termination of the Contract.

P. CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract.

2. Acted on behalf of the County without appropriate authorization.

3. Provided favorable or unfavorable treatment to anyone.

4. Made a decision on behalf of the County that exceeded its authority, could result in impartiality, or have a political consequence for the County.

5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of The Department.

6. Loss of impartiality when advising The Department.

Q. CONTRACT TERM AND OPTION TO EXTEND

1. The term of the resultant contract shall commence upon July 1, 2010, and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

2. The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

R. FINGERPRINTING

The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

2. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Contractor may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the

provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

S. LEVEL OF SERVICES

If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

The Department makes no guarantee to purchase specific quantities of goods or services or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from there sources when such need is determined necessary by the Department.

Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

T. PANDEMIC CONTRACTUAL PERFORMANCE

1. The Department shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The Department may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.

b. Alternative methods to ensure there are services or products in the supply chain.

c. An up to date list of agency contacts and organizational chart.

2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, The Department shall have the following rights:

a. After the official declaration of a pandemic, the Department may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.

b. The Department shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

c. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the Department, at its sole discretion may reinstate the temporarily voided contract(s).

U. PAYMENT RECOUPMENT

1. The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

a. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated.

b. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department.

c. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.

d. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.

e. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these Special Provisions.

f. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services.

g. Any amounts received by the Contractor from the Department which are identified as a financial audit exception.

h. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling.

i. Any payments made for services rendered before the contract begin date or after the contract termination date.

V. PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

W. TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor, under this contract, shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized

representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

X. UNALLOWABLE COSTS

1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

a. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

b. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

Y. SUBSTANTIAL INTEREST DISCLOSURE

Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

Leases or rental agreements of property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

Z. EXTENSION

This contract provides for two (2), One year extensions. The Contractor shall request an extension to this agreement no later than 60 days prior to expiration of the one year term. Approval of the extension is within the sole discretion of the Department. In the alternative, the Department, within its sole discretion, may exercise the option to extend this agreement.

SECTION III

WORK STATEMENT

Maricopa County

Human Services

COMMUNITY ACTION PROGRAM
WORK STATEMENT

1.0 SERVICE DESCRIPTION:

Community Action Program provides a range of services to strengthen community capabilities so that these services and activities have a measurable and significant impact on the causes and conditions of poverty in the community, are innovative and effective community-based approaches to attacking the causes of poverty, and encourage maximum participation of the low-income population. Services and projects should be specifically linked to the Community Services Block Grant Problem Areas including Economic Asset and Utilization, Linkages and Coordination, Community-wide Partnerships, Civic Investment and Empowerment, Community Improvement and Revitalization, Child and Family Development, Self-Sufficiency, Emergency Assistance, Nutrition and Hunger, Employment, Housing and Education.

2.0 UNIT OF SERVICE:

Units of service vary depending on the types of activities conducted. Additionally, one completed quarterly report equals one unit of service.

3.0 STANDARDS/LICENSURE REQUIREMENTS:

Compliance with the Community Services Block Grant Legislation in the Omnibus Reconciliation Act of 1981 as amended. C.F.R. 45, Part 96 and Community Opportunities, Accountability, Training and Education Services Reauthorization Act of 1998, Department of Health and Human Services Block Grant Regulations, Current Poverty Guidelines updated annually by the Office of Management and Budget.

4.0 SERVICE REQUIREMENTS:

4.1 Agency shall provide services that are appropriate to the language, culture and geographic location of the target population.

4.2 Agency shall provide all personnel, supervision, transportation, staff training, equipment, materials and supplies necessary to perform the community services activities.

4.3 Agency shall maintain an advisory committee or board whose members equitably represent the community and which meets at least quarterly.

5.0 SERVICE GOALS:

5.1 Low-income people become more self-sufficient.

5.2 The conditions in which low-income people live are improved.

5.3 Low-income people own a stake in their community.

5.4 Partnerships among supporters and providers of services to low-income people are achieved.

5.5 Agencies increase their capacity to achieve results.

5.6 Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

5.7 Agency maintains an advisory board that represents the community service area at-large.

6.0 SERVICE GOAL RESPONSES:

Provide your response below for each service task. List the section number, section name, subsection number, and question (in bold) above each of your responses. Do not write more than one page per question. Do not use less than 11 point font. The total page length for this narrative section should not exceed 20 one-sided pages, exclusive of attachments.

The focus of responses in this section shall reflect those that strengthen community capabilities and that have a measurable and significant impact on the causes and conditions of poverty in the community. Service Goals mirror the Results Oriented Management and Accountability (ROMA) outcomes that constitute the 12 National Performance Indicators of Community Service Block Grant funding. The Respondent may request a copy of the ROMA indicators by contacting Margarita Leyvas at 602-506-5911.

6.1 Low-income people become more self-sufficient:

6.1.1 Describe how the agency assists clients in securing and maintaining meaningful employment.

One of the most important ways the City of Avondale has been able to assist low-income community members is through the development of the Care1st Avondale Resource Center. In September of 2008 staff from Care1st Health Plan AZ approached staff at the Maricopa Association of Governments (MAG) about establishing a resource center to provide health and human services to residents of the Southwest Valley. Because the City of Avondale was open to the opportunity, and had an available building in an underserved area, an agreement was reached by which Care1st would fund the resource center and staff from the City of Avondale which would oversee the resource center operations. Since then the resource center has grown and flourished, adding new agencies on a regular basis, to provide a wide range of needed services to residents throughout the Southwest Valley. The resource center is located in the Avondale revitalization area which is largely composed of low to moderate income residents.

There is a steady flow of residents in need of services between the Community Action Program (CAP) office and the resource center. Staffs in both offices are kept aware of services each provides and staffs make frequent referrals. Currently this is an informal process with no follow-up on the follow through of residents to apply or receive services. A more formal follow-up system is planned to be developed during 2011.

Maricopa Workforce Connection is one of the agencies which has space in the resource center. Staff from this agency has office hours on Friday which allows residents of the Southwest Valley to obtain employment resources in a convenient location. Maricopa Workforce Connection staff track the number of residents served and outcomes of those residents. Currently this data is not correlated with referrals from the CAP office but as noted above plans include tracking these referrals and outcomes.

6.1.2 Describe how the agency assists clients in attaining adequate education, with particular attention toward improving literacy skills for low-income families.

There are several agencies housed in the resource center which provide education and literacy services. Rio Salado College provides GED classes. Since the opening of the resource center in April 2009, 191 residents have attended GED classes and three residents have received their GED.

Southwest Valley Literacy provides trained tutors who provide adult literacy and English as a Second Language sessions. There are tutors at the resource center daily and they have received a positive response from residents. Since the opening of the resource center in April 2009, 700 tutoring hours have been provided to Southwest Valley residents.

Through funding from First Things First early childhood literacy classes for parents with children through five years of age are provided. Additionally, there are three early childhood literacy computers which have software to teach early literacy skills. These computers are available to any parent and child visiting the resource center. The early childhood literacy services began in January 2010 and fifteen residents have attended the Family Literacy Parenting classes.

6.1.3 Describe how the agency assists clients in making better use of available income, and achieving increased financial assets or financial skills.

Through a partnership with Arizona Saves classes on crisis budgeting are provided. Twenty-eight residents have attended these classes and a continuing series of financial workshops is under development.

6.2 The conditions in which low-income people lives are improved:

6.2.1 Describe how the agency, through community action activities or advocacy, achieves safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation.

Social Service Division staff work closely with staff from the City of Avondale's Housing Division to ensure that lower income residents have access to affordable housing. Through CDBG, HOME, and the Housing Trust Fund there have been 19 houses rehabbed in Avondale. Residents are assisted in their search for affordable housing through contacts with the three public housing complexes in Avondale, and by the provision information on affordable apartments.

The financial program, Freedom to Invest in Tomorrow (FIT) includes an Individual Development Account (IDA) program, which is a tool for families and individuals to use in saving toward the purchase of a home. Additionally 82 units of service were provided by CAP staff for home repair and weatherization services.

6.2.2 Describe how the agency participates in the creation or preservation of community resources or services available and accessible to the low-income community, such as before and after school programs, transportation resources, educational or vocational opportunities.

The Community Action Program is in the Neighborhood and Family Services Department as is the Youth Division. There is a very close working relationship between staff in the two divisions as similar lower income populations are served. The City of Avondale's Youth Division provides programming through the Jobs for Arizona Graduates (JAG) for students at La Hoya High School. This program is an avenue for high school youth to learn about employment and take advantage of these opportunities. As noted previously there are educational and vocational partnerships through the Care1st Avondale Resource Center. When funding is available bus passes are provided to lower income residents and when funding is unavailable assistance is given to residents in finding affordable transportation with referrals and public transportation scheduling information.

6.2.3 Describe how the agency takes initiative in or advocates for the improvement of quality of life within the service area, such as creation or provision of human and social services or activities that improve public health and safety.

The creation of the Care1st Avondale Resource Center has been a significant improvement to quality of life for lower income residents of the Southwest Valley. A significant number of new and expanded services are now available to Southwest Valley residents and several significant funders, such as First Time First, have been drawn to the resource center because of it's potential of making life better for lower income residents.

6.3 Low-income people own a stake in their communities:

6.3.1 Describe how the agency encourages and engages low-income people in formal or informal community organizing, government, boards or councils, or other community groups supported or created by the Community Action Program that promote the well-being of their community.

The Social Services Advisory Board is composed of several members who represent lower income residents of the CAP service area. Two Board members come from low-income communities in Avondale. Staff continue to identify and recruit lower income members to serve on the Advisory Board. Staff are currently establishing an initiative in the Avondale Old Town area which will address issues such as blight, drug use problems, and a Kids at Hope initiative aimed at merchants in the area.

6.3.2 Describe how the agency promotes and supports low-income people owning homes or businesses in the community. If in the planning phase, include a timeline for implementation.

The Financially FIT (Freedom to Invest in Tomorrow) program, which includes an IDA (Individual Development Account) program, is a tool for families and individuals to use in saving toward the purchase of a home. The Department's Revitalization Manager works closely with small business in the Old Town Avondale area assisting them in developing a business plan, façade improvement, and gathering input for attracting new business to the area.

6.3.3 Describe the activities or the capacity in which the agency uses volunteers. Attach Volunteer Position Descriptions if applicable.

Currently volunteers serve the Community Action Program through appointment to the Social Services Advisory Board, assisting with special events such as Make a Difference Day and neighborhood cleanup events. There is no formal volunteer program; volunteers are only used for occasional special events.

6.3.4 Describe the agency's volunteer recruitment process.

Volunteers for special events are recruited through word of mouth, media releases, and on the website.

6.4 Community Action actively works with public and private organizations to expand resources and opportunities in order to achieve family and community outcomes.

6.4.1 Describe how the your agency will coordinate and establish linkages between other public and private social service programs serving low-income people and how your agency ensures the effective delivery and avoids duplication of such services. In addition to response, complete Agency Partnership Chart as required.

A major purpose of the Care1st Avondale Resource Center is to serve as an incubator for existing agencies that do not currently provide needed services in the Southwest Valley. Existing needs assessments results were used to identify what services were needed and free office space is provided to agencies that provide

these services and are willing to expand to the Southwest Valley. Currently fifteen agencies are providing services in the resource center through agreements with the City of Avondale.

6.4.2 Describe how your agency will develop partnerships with other entities to expand resources and opportunities for low-income people and the community-at-large.

As the Care1st Avondale Resource Center evolves needs are continually evaluated and agencies to meet these needs are recruited. In addition to outward recruit, as agency staff learn of the resource center there are requests to occupy space in the center which are individually evaluated based on resident need and appropriateness of space available.

6.4.3 Describe your agency's outreach efforts, and how the community is made aware of the services your agency provides. Attach copies of your printed outreach materials, if applicable.

There has been one community open house at the resource center and another is planned for next fall. Additionally resource center staff and the staff from the agencies housed in the center attend resource fairs and take opportunities to speak to various community, school, health care, and civic groups. Rack cards have been developed for the various services offered at the resource center and material concerning services is included in the City of Avondale publication, RAVE, which is published three times a year and is mailed to every Avondale household. When the CAP case workers indentify a need a resident may have with whom they are working a referral is made to the center, conversely when resource center agency staff recognize a need for rent/housing assistance, utility assistance, weatherization, or other CAP service a referral is made to the Community Action Program.

6.5 Agency increases its capacity to achieve family and community outcomes:

6.5.1 Describe the agency's development plan for staff that includes the training, workshops, and conferences staff will attend that will assist the agency to achieve more successful results.

Staff of the Avondale Community Action Program receives training from a variety of sources. The City of Avondale provides a wide range of training which includes ethics, customer service, CPR, emergency preparedness, affirmative action, safety, and character development. In-service training is provided by inviting other service providers to discuss their programs and share resources. Staff retreats are held to review program direction and set a future course for program development and delivery. MCHSD provides training opportunities by underwriting the cost for staff to attend various local conferences including those related to immigration issues, diversity, and homelessness and hunger prevention. Training in Community Action Program procedures and resources is provided directly by MCHSD. Occasionally staff are able to attend other local workshops which address issues relevant to the CAP service including the annual Arizona Community Action Agency (ACAA) conference. Our training budget had begun to increase until the current year's economic turndown at which time training budgets throughout the City were cut.

6.5.2 Describe the policies, procedures and training of staff and volunteers in regards to the confidentiality of any clients and client related information. Describe how and where training is documented.

All Community Action Program staff is trained in the confidentiality policies. All client files are kept securely locked. Staff who work directly with clients have private offices. Any training provided is documented through minutes of the training taken during training sessions.

6.5.3 Describe the training of staff and volunteers in regards to the grievance/problem solving procedures of the agency.

All staff are trained in the agency's grievance process. This process ensures that all clients receive the Rights and Responsibilities form when they meet with the case workers with whom they will be working. During individual appointments case workers discuss these rights and responsibilities in addition to providing a notice of eligibility/denial/appeal to the client. Any person seeking assistance from the Community Action Program who feels he/she has not been treated fairly may appeal any decision by filing a grievance.

6.5.4 Describe the training of staff on agency's non-discrimination policy.

All staff are trained in the agency's non-discrimination policy. Any resident/client who feels he or she has not been treated fairly may appeal any decision or treatment by staff by filing a grievance.

6.5.5 Indicate sources of agency funding and amounts from entities other than Maricopa County Human Services Department (MCHSD) that support administration and operating costs of the agency including the value of in-kind contributions.

The City of Avondale provides a large amount of support, both cash and in-kind, to the Community Action Program. For example, in FY 2010 year budget the City of Avondale is providing $125,776 of a total budget of $261,838. This funding comes from the City's general fund. Space is an in-kind donation which is valued at $17,500. The City of Goodyear supports the Community Action Program at a level of $20,300. Various donations are received for special events such as the annual Resource and Health Fair, and Make A Difference Day events.

In addition to Maricopa County funding the Avondale Community Action Program has several resources to supplement the services provided by Maricopa County. Food donations are received periodically from the Food Bank Alliance and referrals are made to the local food bank.. The City of Avondale has provided a crisis and outreach fund through the general fund which provides financial support for emergency situations. The Salvation Army's SHARE program allows staff to assist additional clients resolve crisis situations. Grant and donation funds have been secured for our emergency transportation fund, and our Avondale Young Families Program.

6.6 Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

6.6.1 **Describe the agency's efforts to assist Senior Citizens and persons with disabilities in maintaining independent living situations.**

Emergency services are provided to older residents and those with disabilities including rent and utility assistance, assistance with needed home repairs to come into compliance with city code, referrals to other community resources. If residents are not able to come to the office a home visit will be arranged. Beatitudes is a non-profit agency that provides a grandparent raising grandchildren support group at the Care1st Avondale Resource Center to which CAP clients are referred. Additionally there are mental health services available for older residents at the resource center.

6.6.2 **Describe the agency's efforts or activities to enhance child and family development through provision of or referral to classes or programs targeted at youth or child health and wellness, social development, health care, academics, parenting, or nutrition**

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Through funding from First Things First we have been able to provide parenting, infant/baby care classes which include nutrition education, and early childhood literacy services. This program began in February, 2010 and so far has provided 153 emergency baby boxes, fifteen parents are attending the Family Literacy Parenting Class, and eighteen parents are attending the parenting class. Over the past three years 283 parents have been served by the Avondale Young Families Program.

6.6.3 **Describe how the agency provides equal access to services for persons with disabilities, and what reasonable accommodations are in place to ensure compliance with the Americans with Disabilities Act.**

The Avondale Community Center allows access to those who have limited mobility. This building is ADA compliant.

6.6.4 **Describe how the agency will ensure that services are available to non-English speaking, hearing impaired, and vision impaired individuals and how services are appropriate to the language, and culture of the target population.**

We contract with Valley Center for the Deaf to provide translation services for deaf clients in addition to having a TDD service and telephone relay service.

6.7 Advisory Board: The Contractor shall maintain an advisory committee or board whose members equitably represent and reside in the Community Service Area as defined in this proposal. <u>The membership of the board must include at minimum one individual whose income is at or below 125% of Federal Poverty Level.</u> Residency within the agency host community* shall not be a requirement for membership on the board. The board shall meet at least quarterly and in compliance with Arizona open meeting laws. The Advisory Board shall review at least annually Community Action Program grievance and confidentiality policies and procedures, and results of satisfaction surveys or similar tools used by the agency to gauge client and/ or community satisfaction with services. These activities shall be documented in the board meeting minutes.

(*Host community is defined as where the agency is physically located.)

6.7.1 Describe the recruitment process for the advisory board.

Advisory board members are recruited through contacts with residents and organization members, especially those residents who have knowledge of social service needs of the community. Information on all Board and Commissions for the City of Avondale are posted on the website. All Advisory Board members are interviewed and appointed by City Council. The Social Services Advisory Board is the one City of Avondale board that allows members to not live in Avondale but to live in or provide services to the CAP service area which includes Goodyear, Litchfield Park, and unincorporated areas of Maricopa County.

6.7.2 Describe the democratic selection procedures used in the formulation and maintenance of the board.

The board has an established rotation system which allows for an effective mix of seasoned and new board members. Anyone who lives in the service area or who works for an agency that provides human services to residents in the service area or who has a vested interest in the service area is encouraged to apply for board membership. Each applicant for board membership is interviewed by City Council who then makes the final appointments for each Board and Commission.

6.7.3 Describe the process by which membership that represents and reflects the entire service area is maintained.

An effort is made to recruit board members who have knowledge of or resources in the Community Action Program service area. A wide range of knowledge is encouraged as is a wide range of economic status and viewpoints.

6.7.4 Describe how the advisory board assists in the planning and monitoring of services and community projects provided by the Community Action Program.

The Social Services Advisory Board is entrusted to represent the community by providing input and programming that pertains to social services. Volunteers from the Social Services Advisory Board assist with Make a Difference Day which is held annually and provides a cleanup project for a home or school. In addition to the core areas the Board also is asked to share information with the community at large about social services in the Southwest Valley. This can include informing the community of upcoming immunization shot clinics, Salvation Army Christmas Angel sign up days and the City of Avondale Back to School Pack program.

6.7.5 Provide a schedule of planned meetings for the contract fiscal year.

The Advisory Board meets every third Thursday of the month at 8:30 a.m. at City Hall. The board does not meet during the months of July and December. Specific dates for Advisory Board meetings for FY 2011 are: August 19, 2010; September 16, 2010; October 21, 2010; November 18, 2010; January 20, 2011; February 17, 2011; March 17, 2011; April 21, 2011; May 19, 2011; and June 16, 2011.

6.7.6 Describe the process by which records of meeting agendas, minutes, and other pertinent information will be maintained. Include board and/or staff position(s) responsible for these records.

Meeting agendas are posted in compliance with the open meeting law. Minutes are taken by staff and once approved and signed by the chairperson are filed in the City Clerk's office as official City documents. Council approved By-laws are made available to members and are filed in the City Clerk's office. The Social Services Manager is responsible for records being maintained properly.

6.7.7 Describe the process by which the agency will complete an environmental scan to be conducted at least annually, and which will be utilized by the advisory board to identify the service gaps that may exist within the Community Service Area. The environmental scan is an informal process needs assessment by which area resources, needs and growth are identified and projected, in areas such as population, demographics, economic development, employment and unemployment, housing, education, healthcare, and crime.

The Advisory Board established a sub-committee during 2006 to conduct a needs assessment survey. This process was overseen by a Board member who is a professional researcher. The document was completed in March 2007 and continues to be used as a source of information. Budget constraints and board turnover have made it difficult to repeat this process in subsequent years. In lieu of an environmental scan we use information which comes from a variety of sources including the resource center as they question clients and resident about their needs, various community assessments conducted by the City of Avondale as part of the development of the Community Development Block Grant consolidated plan, and from the Maricopa Association of Governments (MAG) web page. Additionally the CAP director serves as the chairperson of the Maricopa Association of Governments' Human Service Technical Committee and as a proxy on the

MAG Homeless Continuum of Care committee; another CAP staff member serves on the MAG Domestic Violence Task Force. All of these connections allow the CAP staff to have access to data concerning needed services in the Southwest Valley and to provide input to solutions to service provision barriers.

6.7.8 Describe the planning process to develop an evaluation tool to be utilized by the board to evaluate the effectiveness of the agency. Include a timeline of when evaluation tool will be completed. If an evaluation tool has already been developed, please attach.

Currently there is no formal process to evaluate services provided by the Social Services Division. Advisory Board members receive updates on staff activities and events. Evaluation of specific events takes place and is used to review and modify these events. However, during 2011 the Social Services Advisory Board will be involved in developing an evaluation of the services provided by the Community Action Program which will be designed to provide information on any gaps in service which exist.

FINANCIAL AND CRISIS CASE MANAGEMENT SERVICES
WORK STATEMENT

1.0 SERVICE DESCRIPTION:

1.1 Financial and Crisis Case Management Services are provided by Community Action Programs to individuals or families in order to enhance their functionality and/or integration into the community, and through which the needs and eligibility of the individuals applying for/receiving services are determined. For those individuals eligible, appropriate services are identified, obtained or provided, and recorded. Information and referral services will be provided as appropriate.

1.2 Crisis case management services will respond to unique situations when there is an inability to provide for basic needs, and to stabilize the immediate and emergent needs of the client. Financial services may include, but are not limited to: emergency rent and mortgage assistance, first month's rent and rental deposit assistance and utility assistance.

2.0 UNIT OF SERVICE:

One unit of service equals one service provided such as one referral, one food box, or one utility assistance payment.

3.0 STANDARDS/LICENSURE/PROGRAM INFORMATION:

3.1 Contractors will comply with all federal, state and county regulations related to specific funding sources used. Additionally, all contractors will comply with the *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services* and will be responsible for keeping the handbook updated as program regulations and guidelines change.

3.2 Specifically, federal, state and county regulations will be the responsibility of the contractor to follow and may include, and is not limited to:

3.2.1 Federal Low Income Home Energy Assistance Program regulation as well as the State of Arizona Low Income Home Energy Assistance State Plan. Title XXVI- Low Income Home Energy Assistance Program Omnibus Budget Reconciliation Act of 1981.

3.2.2 Federal Social Services Block Grant Regulations.

3.2.3 Federal Emergency Shelter Grant Regulations (24 CFR 576.53-576.57(a).

3.2.4 Federal Community Services Block Grant regulations as well as the State of Arizona Community Services Block Grant State Plan.

3.2.5 Utility, Repair, Replacement and Deposit Assistance Guidelines.

3.2.6 State Short Term Crisis Services Program Regulations.

3.2.7 Federal TANF Regulations as related to the provision of Emergency Assistance.

3.2.8 State of Arizona Housing Trust Fund State Law and Program regulations.

3.2.9 State and Federal Client Confidentiality Laws and Regulations.

3.2.10 Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Non-Financial and Utility & Emergency Assistance Services.

3.3 Crisis case management is the process by which eligibility for financial assistance is determined and received. Available resources for basic and emergent needs are categorized as follows:

3.3.1 Financial Assistance (i.e. rent, utility, mortgage assistance)

3.3.2 Information and Referral

3.3.3 Utility and Telephone Discount Programs (enrollment)

3.3.4 Goods and materials provided (i.e. food boxes, clothing)

3.3.5 Home Repair/Weatherization (i.e. application intake or referral to home repair programs i.e. weatherization)

3.3.6 Non-Financial Assistance (face-to-face provision of services i.e. case management, energy conservation education, assistance with forms completion such as for AHCCCS)

3.4 *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services* provides detailed information on services that can be provided, client eligibility regulations and guidelines, application and documentation procedures and service dollar limits for Maricopa County funded financial assistance.

3.5 Financial assistance services funds are not included in agency contracts. These funds will be retained by Maricopa County Human Services Department (MCHSD) and are made available to contractors through the HSD Online Client Data System. Applications for financial assistance must be completed via the HSD Online Client Data System. MCHSD will make payments directly to vendors (i.e. utility companies and/or landlord) upon authorization by MCHSD.

4.0 SERVICE REQUIREMENTS:

4.1 Contractor shall provide services that are appropriate to the language, culture and geographic location of the target population.

4.2 Contractor shall provide on-site financial assistance services at multiple locations within the specified service area, as determined during contract negotiations.

4.3 Contractor shall provide personnel, supervision, staff training, equipment, materials and supplies necessary to perform the following tasks to provide financial and crisis case management services.

4.4 Contractor shall utilize the HSD Online Client Data System to document and record all services provided which are supported by MCHSD funds. Data entry must be complete by the 5th business day of the following month.

4.5 Contractor shall ensure that applications for MCHSD funded assistance are reviewed for quality prior to sending hard copy to MCHSD for payment authorization.

4.6 Contractor shall ensure that completed applications for financial assistance are received by MCHSD within five days of application intake.

5.0 SERVICE GOALS:

5.1 To assist energy burdened low-income households in meeting their residential utility needs.

5.2 To assist households in improving housing conditions and lowering utility costs through home weatherization or repair or replacement of utility related appliances.

5.3 To reduce homelessness and help families move from unaffordable or unsafe housing by assisting with first month rent, rental security deposits and/or utility deposits.

5.4 To prevent homelessness by assisting families with eviction prevention rent assistance, mortgage foreclosure assistance and/or utility assistance.

5.5 To assist low-income families in accessing or maintaining telephone service through enrollment in the Telephone Assistance Program (TAP) or the Lifeline Telephone Discount Program.

5.6 To ensure that individuals know about and can access other community resources and programs through provision of community information and referral.

5.7 To reduce immediate hunger by providing food boxes or referrals to sources of immediate food.

5.8 To assist low-income energy burdened households maintain self-sufficiency through enrollment in various utility discount programs.

5.9 To support households in maintaining or achieving self-sufficiency through crisis case management to meet the household's immediate and basic needs.

6.0 SERVICE GOAL RESPONSES:

Narrative: **Provide your response below for each service task. Please list the section number, section name, subsection number, and question (in bold) above your responses.** Do not write more than one page per question. Do not use less than 11 point font or more than 12 point font. The total page length for this narrative section should not exceed 20 one-sided pages, exclusive of attachments.

NOTE: You may request a copy of the current *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook* to assist you in answering these questions.

6.1 **Policies and Procedures for Financial and Crisis Case Management Services:**

6.1.1 **Describe how the program will provide services that are appropriate to the language, culture, and geographic location of the target population.**

The Community Action Program is located in the Avondale Community Center which is located in the south Avondale area. There are many residents who live close by who utilize our services. Our staff is varied in language and culture and we have found that clients are able to communicate and relate to them. There is

some limited bus service which may be used by residents of Goodyear and Litchfield for whom the office is not so conveniently located.

6.1.2 **Describe the procedure that ensures equal access to programs and services for individuals with disabilities, and the reasonable accommodations that ensure compliance with the Americans with Disabilities Act.**

The Avondale Community Center is ADA compliant; we have a contract with Valley Center for the Deaf who provide services for the deaf when needed. If a resident is not able to access our facility a home visit will be made.

6.1.3 **Describe agency procedures for how clients are scheduled for application intake ensuring that people in crisis situations, including those who are homeless, about to become homeless, or have impending utility shutoff, are given priority in the scheduling process.**

With the current economic recession we have had large numbers of families who have lost their homes and/or their jobs. Because the demand for CAP assistance is much larger than we are able to provide with limited staff and financial resources, we accept contact information each week from residents of our service area who request assistance and at the end of each week approximately thirty names are drawn to determine if they are eligible for assistance. If a resident presents with an impending homeless situation they may be referred to the Homeless Prevention Rapid Re-housing Program or given information for the shelter hotline number. While our resources are limited we refer to other agencies that may be able to assist residents of our service area.

6.1.4 **Describe how the agency accommodates clients who require an appointment outside of regular business hours.**

The CAP office is open between the hours of 8:00 a.m. and 5:00 p.m. Clients who are not available during those hours may be seen earlier in the morning or later in the evening. Home visits are available if needed.

6.1.5 **Describe how agency ensures program access for persons who are homebound.**

Case workers make home visits to those residents who are homebound.

6.1.6 **Describe the services in place to assist individuals when emergency funds have been depleted.**

The City of Avondale provides funding through the General Fund to assist residents who are not eligible for Maricopa County funds or when those funds have been depleted. We also administer the Salvation Army SHARE program which helps fill in the gap. We manage funds carefully so that we are rarely without some funding source. If we were out of funding we would only be able to refer residents to other agencies.

6.1.7 **Describe the process for documenting client crisis reason, needs, service(s) requested, services provided, and staff time spent with or on behalf of the client into the HSD Online Client Data System.**

1. The Social Services Coordinators complete the application for assistance and determine eligibility.
2. The application is reviewed through the QA system and returned to the Social Services Coordinators for any necessary corrections.
3. Data is entered into the MCHSD database system.

4. Guarantees are faxed to the appropriate utility company.
5. Vouchers are sent to landlords to ensure that residents are not evicted.
6. The timeline is 18 hours from the intake date.

6.1.8 **Describe agency process and procedures for obtaining and retaining all required client verification and documentation in client file.**

Social Services Coordinators will request and copy participant's eligibility determination verifications and documents. These copies will be placed in the case file before services are approved. The case workers are responsible for the information required in the case file. Appropriate verifications and documents will depend on the fund source used as described in the MCHSD/CSD Program Policy and Procedures Handbook.

For MCHSD funded financial assistance services:

6.1.9 **Describe agency process and procedures for notifying and advising all applicants of their rights, responsibilities, the agency grievance/problem solving procedures, including the provision to each client the approval/denial/appeal for services form provided by MCHSD.**

All participants receive the Rights and Responsibilities form during their first appointment. During individual appointments case workers discuss these rights in addition to providing a notice of eligibility/denial/appeal to the client. Any person seeking assistance from the Avondale Community Action Program who feels he/she has not been treated fairly may appeal any decision by filing a grievance.

6.1.10 **Describe the agency application quality assurance review process and the staff position(s) responsible for application quality assurance review prior to submittal to MCHSD.**

There is one CAP staff member who is responsible for the quality review of applications. Each case is reviewed for potential errors before the application is submitted to Maricopa County Human Services Division. When an error is found, the application is returned to the staff member responsible for the error and the error is corrected.

6.1.11 **Describe agency process and procedure for responding in a timely manner to MCHSD when notified to clarify and/or correct client application or data entry errors. Include staff position(s) responsible for responding to these requests.**

When a correction request is received from Maricopa County Human Services Department (MCHSD) staff, the Social Services Manager gives a copy to the staff member responsible for Quality Assurance. The QA worker will review the error and return it to the responsible case manager for correction. The correction will be made within 24 hours and returned to the QA worker for re-submission to MCHSD. The corrected information including any requested copies will be entered into the case file. The Social Services Manager will be responsible that this process is followed. Repeated errors will be addressed in staff meetings as a training opportunity.

6.1.12 **Describe agency process and procedures for the appropriate security, completion and issuance of MCHSD Financial Assistance Vouchers. Financial Assistance Vouchers shall be treated as currency and kept secure. The agency shall determine which staffs are authorized to sign completed vouchers, and provide MCHSD with the list of authorized staff, and update as needed.**

1. The caseworkers determine eligibility, complete the application for assistance, enter the application into the HSD database, and have the client signs the application and the voucher.

2. The application is reviewed through the QA system and returned to the case workers for any necessary corrections.

3. Vouchers are signed by three specific CAP staff members.

4. Data is entered into the MCHSD database system.

5. Vouchers may be picked up by the landlord, may be hand delivered to the landlord, in some situations the client might be given the voucher to take to the landlord, or the voucher is faxed if the landlord is out of town.

6. The timeline for completing this process is five working days from the intake date.

7. Vouchers are stored in a locked cabinet which is in a CAP staff worker's office. This office is locked when the staff member is away from the office.

6.1.13 **Describe agency procedures for making and documenting utility assistance guarantees consistent with the criteria below:**

6.1.13.1 **Crisis assistance is provided within 48 hours after a household applies, if the household is eligible for such benefits;**

Once a household applies and is determined to be eligible a guarantee of assistance is completed within 48 hours by Communication Action Program staff. The assigned case worker completes a quality review of the file and then completes the appropriate procedure for the guarantee. APS guarantees are completed online and SWG and SRP guarantees are completed via fax.

6.1.13.2 **Crisis assistance is provided within 18 hours after a household applies, if a life-threatening situation exists and the household is eligible for such benefits.**

If a life threatening situation exists within a household, the Social Services Manager forwards the information to a Community Action Program case worker who will conduct a prescreening to determine if the client is eligible for services provided through either CAP or City of Avondale Crisis funds. If the client is not eligible, e.g. received assistance in past twelve months or does not have the necessary documentation, then the family is provided referrals to other agencies that may be able to provide assistance.

(If a utility vendor agrees to wait for payment or accepts a guarantee, this will address the criteria above.)

6.1.14 **Describe agency process or procedure for the provision of energy conservation education to all applicants receiving utility assistance**.

Residents requesting utility assistance will be required to receive energy conservation education. This information is provided by the case workers and may be in the form of verbal or written information.

6.1.15 **Describe agency process to ensure all clients receive energy education, and that at least 50% of clients receiving LIHEAP-funded utility assistance receive targeted energy-saving activities education, an Energy Savers Brochure, and is documented as required in the HSD Online Client Data System.**

All staff providing direct service are responsible for providing energy education to clients. The staff review and discuss the Energy Savers Brochure with each client. The EEO code is entered into the Maricopa County Human Services Department database.

6.2 Information & Referral:

6.2.1 Describe agency process or procedure for providing community information and referral to clients, facilitating or coordinating those referrals with agencies, and documenting, as appropriate and required, in the HSD Online Client Data System.

Information and referrals are routinely given to residents/clients to make up the gap in services we are not able to offer. These referrals also supplement services we have provided. Referrals are documented in the HSD Online Client Data System.

6.2.2 Describe agency process or procedure for the referral, via application, of individuals to the weatherization program and the repair/replacement of utility-related appliances program and for obtaining all required client verification and documentation.

During the applicant assessment the case workers inquires about weatherization and appliance repair/replacement needs. If there are identified needs, a referral is made to MCHSD/CSD via a completed application. The application and required documents/information are sent to MCHSD/CSD who will determine application eligibility.

6.2.3 Describe agency process or procedure for the enrollment of eligible individuals in appropriate utility and telephone discount programs, such as the Telephone Assistance Program (TAP), Southwest Gas Discount Program (LIRA), APS E-3 Discount Program, SRP Economy Price Plan Discount and the Lifeline Telephone Assistance Program.

Case workers are responsible for providing the discount applications to participants. Staff will assist participants with the completion and mailing of applications. These services are data entered into the MCHSD/CSD client database.

6.2.4 Describe agency process for assisting individuals with completion of forms for federal and state social service programs such as AHCCCS or food stamps.

When Community Action Program clients request assistance with completing federal or state social service program forms the Social Services Coordinators are available to assist them. This is particularly valuable for the clients we serve who have limited English skills.

7.0 MATERIALS/SERVICES PROVIDED BY MCHSD:

7.1 *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook for Financial and Non-Financial Services.*

7.2 Training and technical assistance on:

- MCHSD funded Utility & Emergency Assistance service programs
- Use of the HSD Online Client Data System
- Required Reports and Forms

7.3 Program monitoring.

7.4 HSD Online Client Data System.

7.5 MCHSD Financial Assistance Vouchers.

7.6 Other forms as required.

8.0 REPORTING REQUIREMENTS:

Contractor shall:

8.1 Submit a Monthly Agency Financial Invoice no later than the 10th business day of each month.

8.2 Submit other reports as required by MCHSD.

8.3 Submit reports to: Maricopa County Human Services Department, Community Services Division, 234 N. Central Avenue, Suite 3000, Phoenix, AZ 85004.

MCHSD reserves the right to add, remove, or revise reporting requirements at their discretion.

SECTION IV

AGENCY HOURS OF OPERATION & SERVICE AREA

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Maricopa County

Human Services

FACILITY LOCATION CHART **ATTACHMENT A**

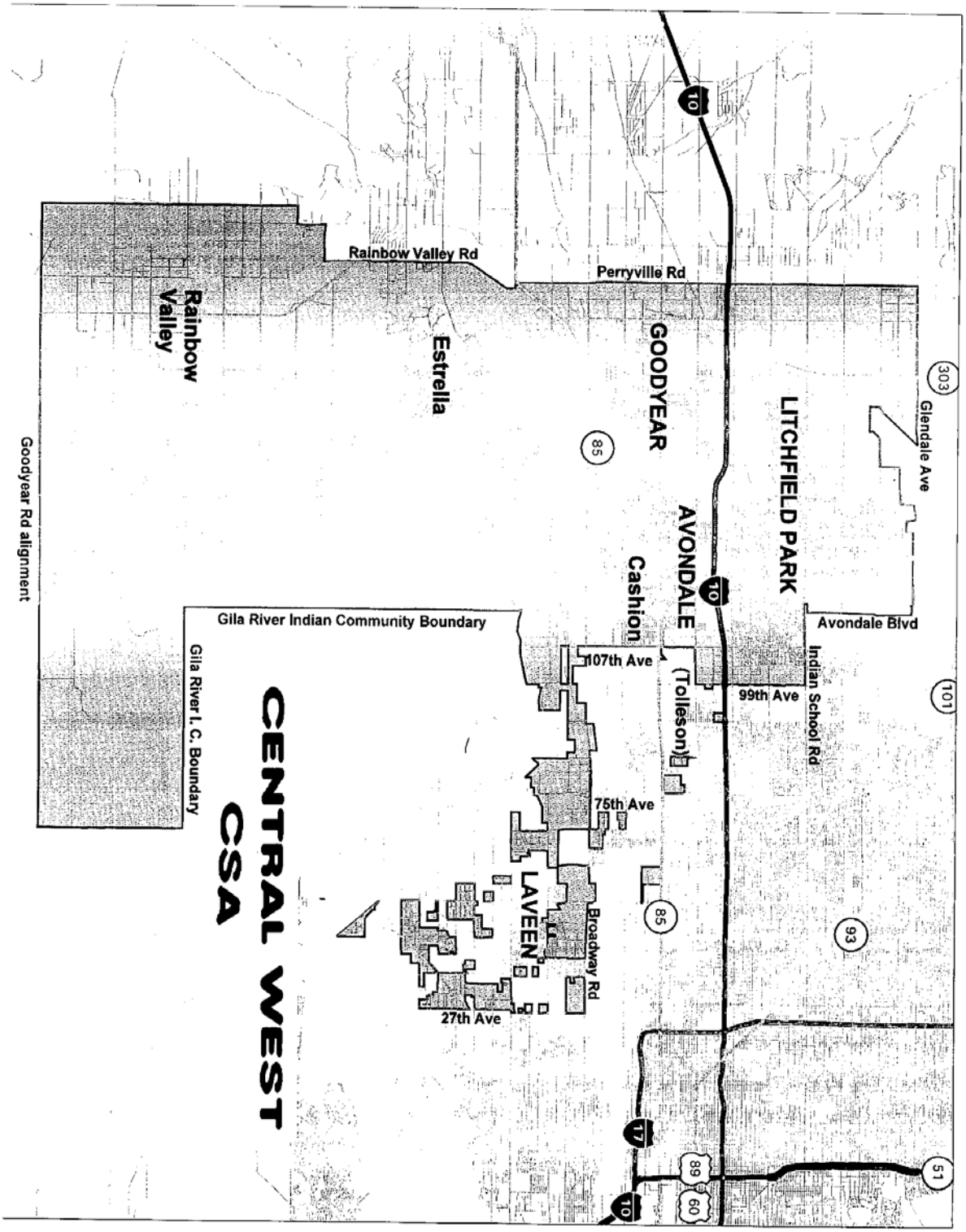
Contract Services shall be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	SUB	DAYS & HOURS OF OPERATION	GEOGRAPHIC COVERAGE
Avondale Community Center 1007 S. Third Street Avondale, AZ 85323 623-333-2700 623-333-0270 (fax)	Case Management Emergency Services Community Services	N/A	Monday – Friday 8:00 a.m. to 5:00 p.m.	N: Glendale Ave. W: Perryville Road to Hwy 85 extending to Komatre Road from the south S: Komatre Road to north side of railroad north of Mobile E: 107th Avenue extending south on the west of the Gila River Reservation returning south of the Gila River Reservation to 67th Avenue
Administrative Office Avondale Community Center 1007 S. Third Street Avondale, AZ 85323 623-333-2700 623-333-0270 (fax)				

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holiday):

☒ New Year's Day	☐ Washington's birthday	☒ Memorial Day	☐ Rosh Hashanah	☒ Veteran's Day
☒ Martin Luther King JR's Birthday	☒ President's Day	☒ Independence Day	☐ Yom Kippur	☒ Thanksgiving Day
☐ Lincoln's birthday	☐ Good Friday	☒ Labor Day	☐ Columbus Day	☒ Christmas Day
OTHER HOLIDAYS:				
☒ Day After Thanksgiving	☐ Floating Holiday –	☐ Day Before Christmas	☐ _____ (specify)	☐ _____ (specify)

ATTACHMENT B



SECTION V

COMPENSATION

Maricopa County

Human Services

COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, Maricopa County will pay the Contractor compensation for services rendered as indicated in the following subsections.

1. **Method of Payment**

   a. On or before the tenth (10th) working day of the month following a month of service delivery or work performance, the Contractor shall submit to the MCHSD Community Services Division, a claim (invoice) for allowable costs incurred during the billing period.

   b. The Contractor may deviate, plus or minus 10% from the line item amounts identified in the Contract itemized service budget, provided that the maximum reimbursable amount is not exceeded.

   c. Changes exceeding the above stated line item deviation will require a Change Order as specified in the Special Provisions, Item D. Changes Originated by the Department clause, or a formal Amendment as specified in the Amendments clause of the General provisions of this contract.

   d. Subject to the availability of funds, the Department shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under this contract. Reimbursement for this Contract shall be limited to the total amount of the Contract award.

   e. Should the MCHSD Community Services Division make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reasons for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the 'Dispute" clause of the General Provisions of this contract.

SECTION VI

BUDGET/FINANCIAL

Maricopa County

Human Services

ATTACHMENT C

Contract Operating Budget - MCHSD July 1, 2010 to June 30, 2011

CONTRACTOR: CITY OF AVONDALE

Service: 1) Community Services and 2) Case Management & Emergency Services

Revenue Sources	
MCHSD (CSBG, SSBG,TANF & County) *	141,503.00
Total Revenues	141,503.00
Budget Categories	
Personnel / ERE	141,503.00
Total Expenses	141,503.00

*Funding will be allocated internally on a monthly basis
by the Human Services Department/Office of Financial Services.
Funds utilized may include CSBG, CSBG ARRA, SSBG, TANF, LIHEAP, and County Funds,
based on fund availability.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2916-610 - Intergovernmental Agreement with the City of Phoenix for an ARRA Grant to purchase two Dial-a-Ride Vans

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a Resolution approving an Intergovernmental Agreement with the City of Phoenix for an FTA ARRA Grant to purchase two Dial-a-Ride Vans in the amount of $126,000 with no match requirement.

BACKGROUND:

The Avondale Urbanized Area was awarded over $1,000,000 through the first round of ARRA Grants. Unfortunately, the City of Avondale was unable to utilize the funding, which was designated for capital projects only. Avondale therefore encouraged the City of Goodyear, an urbanized area partner, to use most of the funding on their Park and Ride project. Avondale retiained $126,000 to purchase two Dial-a-Ride Vans. The vans will be purchased by the City of Phoenix and will be used to run Southwest Valley ADA service.

DISCUSSION:

The Avondale Urbanized Area was a recipient of Federal Transit Administration (FTA) American Recovery Reinvestment Act of 2009 Funds. ARRA is a governmental investment in programs to jump start the economy. Avondale's Urbanized Area received formula funding for transit capital projects. This ARRA funding will be utilized to purchase two Dial-a-Ride vans that will be utilized in the Southwest Valley.

BUDGETARY IMPACT:

This purchase has no fiscal impact on Avondale's budget. The ARRA funding will require federal compliance for which the City of Phoenix and the City of Avondale have an established IGA, which outlines the responsibilities for each organization as noted in the attachment. There are no match requirements.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving an Intergovernmental Agreement with the City of Phoenix for two Dial-a-Ride Vans in the amount of $126,000, and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

- Resolution 2916-610

RESOLUTION NO. 2916-610

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION FUNDING.

WHEREAS, the Avondale Urbanized Area Transit Plan (the "Plan") was approved by the Council of the City of Avondale (the "City Council") on November 17, 2003; and

WHEREAS, the City of Phoenix ("Phoenix") has submitted a grant application for Federal Transit Administration funding ("Grant Funds") that incorporates the funding needs identified in the Plan; and

WHEREAS, the City of Avondale was designated as a sub-recipient of Phoenix's application for Grant Funds; and

WHEREAS, the City Council desires to enter into an intergovernmental agreement with Phoenix for the administration of Grant Funds (the "Agreement").

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

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

SECTION 2. The Agreement is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2916-610

[Agreement]

See following pages.

AGREEMENT NO. _____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF AVONDALE

(Grant Pass-through Agreement)
(Grant No. AZ-96-X002-01)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Avondale, a ,municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, SUB-RECIPIENT has broad Charter and statutory authority to engage in all of the activities and endeavors allowed under the laws of the state of Arizona and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Avondale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation, . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." (A.R.S. Section 9-500.11); and, (3) to "be vested with all of the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them pursuant to their respective charters or other provisions of law . . ." (A.R.S. Section 9-499.01); and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT's charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of purchasing 2 Dial-A-Ride vans and same was awarded as Grant No. AZ-96-X002-01; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grant and perform the work as required therein all as set forth in Exhibit "A" hereto which Exhibit is, by this reference, incorporated herein as though fully set forth; and,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to use monies under Grant AZ-96-X002-01 that are allocated to SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." The purchase shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed $126,000. SUB-RECIPIENT shall provide all required reports annually. Projects must be completed within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

   Exhibit A Federal Grant Pass Through Agreement Detail Summary

   Exhibit B Exhibit Intentionally Omitted

   Exhibit C Required Reports

   Exhibit D Required Federal Provisions

   Exhibit E Partial List of Applicable Laws

   Exhibit F Master Grant Agreement, Table of Contents

   Exhibit G Required Local Provisions

Exhibit H Special Provisions for Project Financed Under the American Recovery and Reinvestment Act

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.

4. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Kristen Sexton
City of Avondale
11465 W/ Civic Center Drive
Avondale, AZ 85340
Telephone: (623)333.1030
FAX: (623)333.0100

If intended for PHOENIX:

Debbie Cotton
Public Transit Director
Public Transit Department
City of Phoenix
302 North First Avenue, Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

5. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT, when executed by their duly authorized officials, and when filed with the County Recorder pursuant to A.R.S. § 11-952(G). The effective date is the date provided above.

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

CITY OF PHOENIX, ARIZONA
David Cavazos, City Manager

By_____
Debbie Cotton
Public Transit Director

ATTEST:

_____
City Clerk - PHOENIX

APPROVED AS TO FORM:

_____
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON _____

CITY OF AVONDALE, ARIZONA
A Municipal Corporation

By_____

ATTEST:

_____
City Clerk - City of Avondale

APPROVED AS TO FORM:

_____
City Attorney for Avondale

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

_____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Attorney for PHOENIX	Attorney for SUB-RECIPIENT

801934v1

EXHIBIT "A"

2009
FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-96-X002-01	
GRANT RECIPIENT: CITY OF PHOENIX	
GRANT SUB- RECIPIENT'S NAME: City of Avondale	
GRANT SUB- RECIPIENT'S ADDRESS: Kristen Sexton City of Avondale 11465 W/ Civic Center Drive Avondale, AZ 85340 Telephone: (623)333.1030 FAX: (623)333.0100	
TOTAL ELIGIBLE PROJECT COST (TEPC):	$126,000
• Federal Share of TEPC:	$126,000
• Local Share/Match of TEPC:	$0

PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.12.04	Purchase 2 Dial-A-Ride Vans	$0	$126,000	$126,000

EXHIBIT "A"

EXHIBIT "B"

THIS EXHIBIT INTENTIONALLY OMITTED

EXHIBIT "C"

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30).

REPORT	FREQUENCY	DESCRIPTION
Grant Status Report	Quarterly	Status of each project by grant number
Single Audit Report	Annually	Copy of federally required audit
Fixed Assets Status Reports	Annually	Inventory of all FTA funded assets

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines**. All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT "C"

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United Stated Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.

2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.

3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved goal and program submitted annually by PHOENIX as the recipient on behalf of the region. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.

4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2010 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".

6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.

EXHIBIT "E"

Partial List of Applicable Laws

A. Federal Codes. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUBRECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

   CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.

3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.

4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.

5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.

6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.

7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.

2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex or

national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.

4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

   a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,

   b) Cancellation, termination or suspension of this Agreement, in whole or in part.

6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 5 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.

8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. § 5333(b), otherwise known as 13(c).

9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:

   18 U.S.C. 1001

   Section 5323(d) of 49 U.S.C. chapter 53

   Section 5323(f) of 49 U.S.C. chapter 53

   Section 5307(k) of 49 U.S.C. chapter 53

   Section 5309(h) of 49 U.S.C. chapter 53

   Section 5301 of 49 U.S.C. chapter 53

   Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.

   Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.

Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Part 600 et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT "F", page 1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
MASTER AGREEMENT
For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act, 2008, the Transportation Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended,
the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5,
February 17, 2009, or other Federal laws that FTA administers.

FTA MA(16)
October 1, 2009 http://www.fta.dot.gov/documents/16-Master.pdf

TABLE OF CONTENTS

Section 1.	**Definitions.**	9
Section 2.	**Project Implementation.**	12
a.	General.	12
b.	U.S. DOT Administrative Requirements.	13
c.	Application of Federal, State, and Local Laws, Regulations, and Directives.	13
d.	Recipient's Primary Responsibility to Comply with Federal Requirements.	14
e.	Recipient's Responsibility to Extend Federal Requirements to Other Entities.	15
f.	No Federal Government Obligations to Third Parties.	16
g.	Changes in Project Performance (*i.e.*, Disputes, Breaches, Defaults, or Litigation).	16
Section 3.	**Ethics.**	17
a.	Code of Conduct/Standards of Conduct.	17
b.	Debarment and Suspension.	17
c.	Bonus or Commission.	18
d.	Lobbying Restrictions.	18
e.	Employee Political Activity.	18
f.	False or Fraudulent Statements or Claims.	18
g.	Trafficking in Persons.	19
Section 4.	**Federal Assistance.**	21
a.	"Net Project Cost."	22
b.	Other Basis for FTA Participation.	22
Section 5.	**Local Share.**	22
a.	Restrictions on the Source of the Local Share.	22
b.	Duty to Obtain the Local Share.	22
c.	Prompt Payment of the Local Share.	22
d.	Reduction of the Local Share.	23
Section 6.	**Approved Project Budget.**	23
Section 7.	**Accounting Records.**	23
a.	Project Accounts.	23

EXHIBIT "F", page 2

b.	Funds Received or Made Available for the Project.	23
c.	Documentation of Project Costs and Program Income.	24
d.	Checks, Orders, and Vouchers.	24
Section 8.	**Reporting, Record Retention, and Access.**	24
a.	Types of Reports.	24
b.	Report Formats.	24
c.	Record Retention.	24
d.	Access to Records of Recipients and Subrecipients.	24
e.	Project Closeout.	25
Section 9.	**Payments.**	25
a.	Recipient's Request for Payment.	25
b.	Payment by FTA.	25
c.	Costs Reimbursed.	27
d.	Bond Interest and Other Financing Costs.	28
e.	Excluded Costs.	29
f.	Program Income.	30
g.	Federal Claims, Excess Payments, and Disallowed Costs, Including Interest.	30
h.	De-obligation of Federal Assistance.	31
Section 10.	**Project Completion, Audit, Settlement, and Closeout.**	31
a.	Project Completion.	31
b.	Audit of Recipients.	31
c.	Funds Owed to the Federal Government.	31
d.	Project Closeout.	31
Section 11.	**Right of the Federal Government to Terminate.**	32
Section 12.	**Civil Rights.**	32
a.	Nondiscrimination in Federal Public Transportation Programs.	32
b.	Nondiscrimination - Title VI of the Civil Rights Act.	32
c.	Equal Employment Opportunity.	33
d.	Disadvantaged Business Enterprise.	33
e.	Nondiscrimination on the Basis of Sex.	34
f.	Nondiscrimination on the Basis of Age.	34
g.	Access for Individuals with Disabilities.	34
h.	Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections.	36
i.	Access to Services for Persons with Limited English Proficiency.	36
j.	Environmental Justice.	36
k.	Other Nondiscrimination Laws.	36
Section 13.	**Planning and Private Enterprise.**	36
a.	General.	36
b.	Governmental and Private Nonprofit Providers of Nonemergency Transportation.	36
c.	Infrastructure Investment.	37
Section 14.	**Preference for United States Products and Services.**	37
a.	Buy America.	37
b.	Cargo Preference-Use of United States-Flag Vessels.	37

c.	Fly America.	37
Section 15.	**Procurement.**	37
a.	Federal Standards.	37
b.	Full and Open Competition.	38
c.	Exclusionary or Discriminatory Specifications.	38
d.	Geographic Restrictions.	38
e.	In-State Bus Dealer Restrictions.	38
f.	Neutrality in Labor Relations.	38
g.	Federal Supply Schedules.	38
h.	Force Account.	38
i.	FTA Technical Review.	38
j.	Project Approval/Third Party Contract Approval.	38
k.	Preference for Recycled Products.	39
l.	Clean Air and Clean Water.	39
m.	National Intelligent Transportation Systems Architecture and Standards.	39
n.	Rolling Stock.	39
o.	Bonding.	40
p.	Architectural Engineering or Related Services.	40
q.	Design-Build Projects.	41
r.	Award to Other than the Lowest Bidder.	41
s.	Award to Responsible Contractors.	41
t.	Access to Third Party Contract Records.	42
u.	Electronic and Information Technology.	42
Section 16.	**Leases.**	42
a.	Capital Leases.	42
b.	Leases Involving Certificates of Participation.	42
Section 17.	**Patent Rights.**	42
a.	General.	42
b.	Federal Rights.	42
c.	License Fees and Royalties.	43
Section 18.	**Rights in Data and Copyrights.**	43
a.	Definition.	43
b.	General.	43
c.	Federal Rights in Data and Copyrights.	43
d.	Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects.	44
e.	License Fees and Royalties.	44
f.	Hold Harmless.	44
g.	Restrictions on Access to Patent Rights.	44
h.	Data Developed Without Federal Funding or Support.	45
i.	Requirements to Release Data.	45
Section 19.	**Use of Real Property, Equipment, and Supplies.**	45
a.	Use of Project Property.	45

b.	General.	45
c.	Maintenance.	46
d.	Records.	46
e.	Incidental Use.	46
f.	Encumbrance of Project Property.	46
g.	Transfer of Project Property.	47
h.	Disposition of Project Property.	47
i.	Insurance Proceeds.	49
j.	Transportation - Hazardous Materials.	49
k.	Misused or Damaged Project Property.	49
l.	Responsibilities After Project Closeout.	49
Section 20.	**Insurance.**	49
a.	Minimum Requirements.	49
b.	Flood Hazards.	49
Section 21.	**Relocation.**	49
a.	Relocation Protections.	49
b.	Nondiscrimination in Housing.	50
c.	Prohibition Against Use of Lead-Based Paint.	50
Section 22.	**Real Property.**	50
a.	Land Acquisition.	50
b.	Covenant Assuring Nondiscrimination.	50
c.	Recording Title of Real Property.	50
d.	FTA Approval of Changes in Real Property Ownership.	50
Section 23.	**Construction.**	51
a.	Drafting, Review, and Approval of Construction Plans and Specifications.	51
b.	Supervision of Construction.	51
c.	Construction Reports.	51
d.	Project Management for Major Capital Projects.	51
e.	Seismic Safety.	51
Section 24.	**Employee Protections.**	51
a.	Construction Activities.	51
b.	Activities Not Involving Construction.	52
c.	Activities Involving Commerce.	52
d.	Public Transportation Employee Protective Arrangements.	52
Section 25.	**Environmental Protections.**	53
a.	National Environmental Policy.	54
b.	Air Quality.	54
c.	Clean Water.	55
d.	Use of Certain Public Lands.	55
e.	Wild and Scenic Rivers.	55
f.	Coastal Zone Management.	56
g.	Wetlands.	56
h.	Floodplains.	56

i.	Endangered Species and Fisheries Conservation.	56
j.	Historic Preservation.	56
k.	Indian Sacred Sites.	56
l.	Mitigation of Adverse Environmental Effects.	57
Section 26.	**Energy Conservation.**	57
Section 27.	**State Management and Monitoring Systems.**	57
Section 28.	**Charter Service Operations.**	57
Section 29.	**School Transportation Operations.**	58
Section 30.	**Metric System.**	58
Section 31.	**Geographic Information and Related Spatial Data.**	59
Section 32.	**Substance Abuse.**	59
a.	Drug-Free Workplace.	59
b.	Alcohol Misuse and Prohibited Drug Use.	59
Section 33.	**Motor Carrier Safety**	59
a.	Financial Responsibility.	59
b.	Driver Qualifications.	60
c.	Substance Abuse Rules for Motor Carriers.	60
Section 34.	**State Safety Oversight of Rail Fixed Guideway Public Systems.**	60
Section 35.	**Federal "$1 Coin" Requirements.**	60
Section 36.	**Seat Belt Use.**	60
Section 37.	**Protection of Sensitive Security Information.**	61
Section 38.	**Special Notification Requirements for States.**	61
Section 39.	**Special Provisions for the Urbanized Area Formula Program.**	61
a.	Fares and Services.	61
b.	Audit Requirements.	61
c.	Half-Fare Requirements.	61
d.	Use of Formula Assistance for Operations.	62
e.	Public Transportation Security.	62
f.	Public Transportation Enhancements.	62
g.	Reporting Requirements.	62
h.	Participation of Subrecipients.	62
Section 40.	**Special Provisions for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program**	63
a.	Eligible Subrecipients.	63
b.	State Procedures.	63
c.	Participation of Subrecipients.	63
d.	Eligible Project Activities.	63
e.	Leasing of Vehicles.	64
f.	Transfer of Project Property.	64
Section 41.	**Special Provisions for the New Freedom Program.**	64
a.	General.	64
b.	Participation of Subrecipients.	64

Section 42.	**Special Provisions for the Nonurbanized Area Formula Program.**	64
a.	Provisions Applicable to States.	65
b.	Provisions Applicable to Indian Tribes.	66
Section 43.	**Special Provisions for the Clean Fuels Grant Program.**	66
a.	General.	66
b.	Participation of Subrecipients.	66
Section 44.	**Special Provisions for Research, Development, Demonstration, and Special Studies Projects.**	66
a.	Project Report.	66
b.	Project Identification.	67
c.	Protection of Human Subjects.	67
d.	Protection of Animals.	67
e.	Export Control.	67
Section 45.	**Special Provisions for Medical Transportation Projects.**	67
Section 46.	**Special Provisions for the National Technical Assistance Center for Senior Transportation.**	68
Section 47.	**Special Provisions for Human Resources Fellowships.**	68
a.	General.	68
b.	Fellowship Awards.	68
Section 48.	**Special Provisions for the Job Access and Reverse Commute Formula Grant Program.**	68
a.	General.	68
b.	Participation of Subrecipients.	68
Section 49.	**Special Provisions for the Paul S. Sarbanes Transit in Parks Program**	69
a.	General.	69
b.	FTA Notice.	69
Section 50.	**Special Provisions for the Over-the-Road Bus Accessibility Projects.**	69
a.	General.	69
b.	Accessibility.	69
c.	Employee Protective Arrangements.	69
d.	FTA Notice.	69
Section 51.	**Special Provisions for State Infrastructure Bank Projects.**	70
a.	General.	70
b.	Limitations on Accessing Federal Assistance in the Transit Account.	70
Section 52.	**Special Provisions for TIFIA Projects.**	70
Section 53.	**Special Provisions for Recovery Act Projects.**	71
a.	Identification of Recovery Act Funding.	71
b.	Identification of Project(s).	72
c.	Prompt Implementation.	72
d.	Federal Requirements.	72

e.	U.S. OMB Provisions.	72
f.	One-Time Funding.	74
g.	Integrity.	74
h.	Violations of Law.	74
i.	Maintenance of Effort.	74
j.	Emblems.	74
k.	Further Requirements.	74
Section 54.	**Disputes, Breaches, Defaults, or Other Litigation**	74
a.	Notification to FTA.	75
b.	Federal Interest in Recovery.	75
c.	Enforcement.	75
d.	FTA Concurrence.	75
e.	Alternative Dispute Resolution.	75
Section 55.	**Amendments to the Project.**	75
Section 56.	**FTA's Electronic Management System.**	75
a.	Recipient Use.	75
b.	TEAM System Terminology.	75
Section 57.	**Information Obtained Through Internet Links.**	76
Section 58.	**Severability.**	76

EXHIBIT "G"

Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.

2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.

3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other and neither party is authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.

5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.

7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. CITY shall perform the inspection and audit function specified therein.

9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.

10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.

11. Sudan and Iran. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

EXHIBIT "H"

Special Provisions for Projects Financed Under the American Recovery and Reimbursement Act (Recovery Act)

1. In addition to applicable Recovery Act statutory and regulatory requirements, the Subrecipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to federally assisted transit projects financed with Recovery Act funds and the Recovery Act funding, except that the Federal share of the costs for which any Grant is made under this heading shall be, at the option of the Subrecipient, up to 100 percent.

2. The Subrecipient agrees to submit the requisite reports no later than five calendar days after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act.

3. The Subrecipient shall maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

4. To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Subrecipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

5. A Subrecipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Subrecipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

6. The Subrecipient shall receive, at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Subrecipient awards Recovery Act funds for an existing program, the Subrecipient's subaward will be distinguished as to the incremental Recovery Act funds from regular subawards under the existing program.

7. Subrecipient shall include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the Subrecipient SEFA described above. This information is needed to allow the Subrecipient to properly monitor Subrecipient expenditure of ARRA funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.

8. One-Time Funding. The Subrecipient acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by the FTA or the City to advance similar funding amounts.

9. Integrity. The Subrecipient agrees that all data it submits to the City or FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.

10. Violations of Law. The Subrecipient agrees that it shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

11. Emblems. The Subrecipient agrees to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

12. Further Requirements. The Subrecipient agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2917-610 - Transit Service Contract Change Order #10 with Phoenix Transit

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Rogene Hill, Assistant City Manager (623)333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution approving Change Order #10 to an Intergovernmental Agreement with the City of Phoenix for transit services which will renew the agreement for one year, and authorize the Mayor and City Clerk to execute the appropriate documents.

BACKGROUND:

On behalf of the Avondale Urbanized Area (Avondale, Tolleson, and Goodyear) ,the City of Avondale entered into an Intergovernmental Agreement (No. 104703) with the City of Phoenix in FY03-04 for transit services. This agreement has been renewed and amended annually since July 2004. Phoenix and Avondale transit and finance staffs have discussed options for the payment of service and have come to an agreement to pay interest on the federal grant that Phoenix is carrying for the Avondale Urbanized Area. This service charge was requested because Phoenix Transit cannot access the FTA Grant until actual costs for providing the service are known well after the end of the fiscal year. The proposed public transit services provided by the City of Phoenix during FY10/11 are: · START Route 131 (60 minute service frequency) · Route 17 - McDowell Road (60 minute frequency) · Route 560 - RAPID Express (morning and evening commuter service) · Route 3 - Van Buren Street (60 minute frequency) · Route 29A -Thomas Road and Avondale Blvd. (60 minute frequency) This service will be deleted July 26, 2010 · American's with Disabilities Act (ADA) service adjacent to the fixed route bus services

DISCUSSION:

FTA grant funds awarded to the UZA are $1,225,987 and the estimated net cost for transit services is $1,819,883 resulting in the local share due to Phoenix Transit of $593,896. With the elimination of Route 29A beginning July 26, 2010, an additional change order will be sent to decrease our amount by an estimated $220,000.

BUDGETARY IMPACT:

The total cost to the City of Avondale during FY10/11 will be an estimated $350,000. However, it is necessary to authorize an expenditure of $593,896. Funding is available in the FY10/11 budget in the transit services fund 215. Staff will bill Goodyear and Tolleson for their proportionate share of the local match.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving Change Order #10 to an Intergovernmental Agreement with the City of Phoenix for transit services which will renew the agreement for one year for an estimated annual cost of $593,896, and authorize the Mayor and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

- Resolution 2917-610

RESOLUTION NO. 2917-610

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A CHANGE ORDER EXTENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR TRANSIT SERVICES.

WHEREAS, the City of Phoenix ("Phoenix") is the designated fiscal agent to receive Federal Transit Administration funds for the operation of transit services for the Avondale Urbanized Area; and

WHEREAS, the City of Avondale ("Avondale") entered into an intergovernmental agreement dated December 8, 2004 with Phoenix relating to transit services in the Avondale Urbanized Area (the "Agreement"); and

WHEREAS, the Council of the City of Avondale desires to approve Change Order No. 10 (the "Change Order") to the Agreement for the continuation and adjustment of transit services as described in the Agreement and as amended by the Change Order.

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

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

SECTION 2. The Change Order is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The expenditure of funds designated for transit services in the amount of $1,819,883.00, as described in the Change Order, is hereby authorized.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Change Order and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2917-610

[Change Order No. 10]

See following pages.

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

CONTRACT CHANGE ORDER

Change Order No. **10**

Contract No.	Issued To: (Name of Contractor or Consultant)	Date
114703	**City of Avondale**	**5/19/2010**

Project Description: Transit Service Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

Fiscal Year 2010-2011

This change order is to extend the contract term one year, through June 30, 2011. This agreement is to provide fixed route service and necessary complimentary Dial-a-Ride service for the City of Avondale. The City of Phoenix will provide weekday, and Saturday fixed route services on routes 3, 17, 29A, 41 and weekday fixed route service on 131 and necessary complimentary Dial-a-Ride services.

Estimated annual fixed route miles for FY2010-11 are 263,818. The total estimated fixed route farebox revenue is $97,220 and estimated fixed route net cost is $1,547,862. Estimated Dial-a-Ride hours for FY2010-11 are 4,484. Total estimated Dial-a-Ride revenue is $29,949 and estimated net cost for Dial-a-Ride service is $203,003. FTA operating assistance of $1,225,987 will be applied towards service cost. The cost to support the grant and grant administration fees are $69,018 for a total net cost to the City of Avondale for $593,896. This CCO will not result in any cost to the City of Phoenix.

Current projected payments will consist of one (1) payment of $112,758, five (5) equal installments of $43,740, two (2) payment of $131,219, and one (1) payment of $1,225,987 from FTA operating assistance. All payments shall be made as follows:

Payment No. 1 $112,758 is due on or before July 1, 2010.
Payment No. 2 $43,740 is due on or before August 1, 2010.
Payment No. 3 $43,740 is due on or before September 1, 2010.
Payment No. 4 $43,740 is due on or before October 1, 2010.
Payment No. 5 $43,740 is due on or before November 1, 2010.
Payment No. 6 $43,740 is due on or before December 1, 2010.
Payment No. 7 $131,219 is due on or before January 1, 2011.
Payment No. 8 $131,219 is due on or before April 1, 2011.
Payment No. 9 $1,225,987 is estimated to be received on or before November 1, 2011 from FTA.

All other terms and conditions of this agreement remain the same.
Approved by City Council on May 19, 2010, RCA #

1. Amount of this Change Order	2. Amt. Of Prior Change Orders for FY 2010-11	3. Adj. Contract Amt. (1, 2 & 3)			
($1,819,883)	$0	($1,819,883)			

ACCEPTANCE	ENDORSEMENTS	
We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.	REQUESTED BY: Markus Coleman, Project Manager	DATE
	RECOMMENDED BY: Jim Campion, Contracts Specialist – Ld.	DATE
FIRM:_____ SIGNATURE:_____ TITLE: _____ DATE: _____ DATE SENT BY CITY OF PHOENIX:_____	PTD FISCAL SECTION REVIEW: Kenneth Kessler, Department Budget Supervisor	DATE
	CHECKED AS TO AVAILABILITY OF FUNDS BY: Budget and Research Department	DATE
✓ REVENUE ___ EXPENDITURE	APPROVED FOR THE CITY MANAGER BY: Debbie Cotton, Public Transit Director	DATE

CITY OF AVONDALE
PURCHASE OF TRANSIT SERVICES
CONTRACT ESTIMATE
FISCAL YEAR 2010-11

Route	Service Provider	Miles Per Day	Service Days	Annual Miles/Hrs	Rate Per Mile/Hr	Annual Cost	Estimated Revenue	Net Cost
Weekday:								
3 A	First	156.5	251	39,281.5	$ 6.2683	$ 246,228	$ (10,802)	$ 235,426
3 G	First	13.3	251	3,338.3	$ 6.2683	$ 20,925	$ (918)	$ 20,007
3 T	First	81.1	251	20,356.1	$ 6.2683	$ 127,598	$ (2,239)	$ 125,359
3 P	First	1,025.0	256	262,400.0	$ 6.2683	$ 1,644,802	$ (522,438)	$ 1,122,364
Saturday:								
3 A	First	156.5	51	7,981.5	$ 6.2683	$ 50,030	$ (2,283)	$ 47,748
3 G	First	13.3	51	678.3	$ 6.2683	$ 4,252	$ (90)	$ 4,162
3 T	First	81.1	51	4,136.1	$ 6.2683	$ 25,926	$ (364)	$ 25,562
Weekday:								
17 A	First	141.4	251	35,491.4	$ 6.2683	$ 222,471	$ (27,719)	$ 194,752
17 G	First	62.7	251	15,737.7	$ 6.2683	$ 98,649	$ (12,291)	$ 86,357
Saturday:								
17 A	First	132.0	51	6,732.0	$ 6.2683	$ 42,198	$ (3,406)	$ 38,792
17 G	First	58.5	51	2,983.5	$ 6.2683	$ 18,701	$ (1,510)	$ 17,192
Weekday:								
29 A	First	134.8	255	34,374.0	$ 6.2683	$ 215,467	$ (7,562)	$ 207,904
Saturday:								
29 A	First	116.8	51	5,956.8	$ 6.2683	$ 37,339	$ (1,310)	$ 36,029
Weekday:								
131	First	271.8	251	68,221.8	$ 6.1691	$ 420,867	$ (21,012)	$ 399,855
131	First	73.9	251	18,548.9	$ 6.1691	$ 114,430	$ (5,713)	$ 108,717
Dial-a-Ride			302	4,484.0	$ 51.9517	$ 232,951	$ (29,949)	$ 203,003

Grant/Administrative Support Services	$ 20,000
Cost to Carry Federal Share	$ 49,018
Service Cost (Excluding Phoenix Share)	$ 1,750,865
Total Cost (Excluding Phoenix Share)	$ 1,819,883
FTA Operating Assistance	$ 1,225,987
Avondale Share of Cost (Match)	$ 593,896
Phoenix Local Share (Match)	$ 1,122,364

Source of Funds:	
Local Funds Avondale	$ 593,896
Total All Sources	$ 593,896

Includes onetime payment for grant admin ($20,000) and cost to carry fed share ($49,018)

524,878
$ 69,018
$593,896

Amount Due	Due Date
$ 112,758	July 1, 2010
$ 43,740	Aug 1, 2010
$ 43,740	Sept 1, 2010
$ 43,740	Oct 1, 2010
$ 43,740	Nov 1, 2010
$ 43,740	Dec 1, 2010
$ 131,219	Jan 1, 2011
$ 131,219	Apr 1, 2011
Total: $ 593,896	

CITY COUNCIL REPORT

SUBJECT:
Resolution 2910-610 - Maricopa County Multi-Jurisdictional Hazard Mitigation Plan

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623)333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council adopt a Resolution approving the renewal of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.

BACKGROUND:

The overall purpose of the Disaster Mitigation Act of 2000 (DMA 2000) is to establish a program for pre-disaster mitigation, streamline administration of disaster relief, and control federal costs of disaster assistance. By law, the plan must be updated every five years.

In general, the DMA 2000 legislation requires that all local, county, and tribal governments 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 within the plan.

DISCUSSION:

To satisfy the regulatory requirements of DMA 2000, the primary purposes of the plan are to identify natural hazards that impact Avondale, assess the vulnerability and risk posed by those hazards to communitywide 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 including Local Plan Adoption and FEMA Approval; Introduction; Planning Process; Community Description; Risk Assessment; Mitigation Strategy; Plan Maintenance Procedures; and Plan Tools.

The Maricopa County Department of Emergency Management (MCDEM) is the lead agency in developing the plan and works with each of the local communities in developing their specific sections of the plan in a mulii-jurisdictional format. The City of Avondale participates with MCDEM on this project and a variety of other emergency management planning activities through an IGA for emergency management services which has been in place for a number of years.

The hazard mitigation plan was originally adopted in late 2004 and only minor revisions have been made in the original document since that time. The proposed revisions were posted for public comment on the Avondale website in October 2009. The plan is required to be reviewed, revised as necessary and re-adopted every 5 years by all participating entities.

Copies of the plan Executive Summary and Avondale specific pages are attached to this report. The complete plan document is available for review in the City Clerk's Office.

BUDGETARY IMPACT:

There is no direct budget impact associated with adoption of the plan, however, the City of Avondale would not be eligible for mitigation funding should we choose not to adopt it.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a Resolution approving the renewal of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.

ATTACHMENTS:

Click to download

- Resolution 2910-610
- Hazard Mitigation Plan Summary

RESOLUTION NO. 2910-610

A RESOLUTION OF COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE CITY OF AVONDALE 2009 HAZARD MITIGATION PLAN.

WHEREAS, Maricopa County 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 November 2009 Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan (the "2009 Plan") has been developed after more than one year of review, research and update work by the City of Avondale (the "City") in association and cooperation with the Maricopa County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community; and

WHEREAS, the 2009 Plan specifically addresses natural hazard vulnerabilities, mitigation strategies and plan maintenance procedures for the City; and

WHEREAS, the 2009 Plan is an update and replacement for the previous hazard mitigation plan adopted by the City on February 22, 2005, by Resolution No. 2473-05 (the "2004 Plan"); and

WHEREAS, the 2009 Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the City, with the goal of protecting people and property from loss associated with those hazards.

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

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

SECTION 2. The 2009 Plan is hereby approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3. The 2004 Plan is hereby repealed.

SECTION 4. The 2009 Plan shall be implemented, monitored and maintained by the officials/staff designated in the 2009 Plan for a period five years from the date of this Resolution.

SECTION 5. The Mayor, the City Manager, the City Clerk, the City Attorney and other City officers and employees are hereby authorized and directed to take all steps necessary to (i) carry out the purpose and intent of this Resolution and (ii) perform the duties ascribed to them by the 2009 Plan.

PASSED AND ADOPTED BY the Council of the City of Avondale, Arizona, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2910-610

[2009 Plan]

See following pages.

TABLE OF CONTENTS

SECTION 1: JURISDICTIONAL ADOPTION AND FEMA APPROVAL **1**
1.1 DMA 2000 Requirements **1**
1.1.1 General Requirements *1*
1.1.2 Update Requirements *1*
Official Record of Adoption **2**
1.3 FEMA Approval Letter **2**

SECTION 2: INTRODUCTION **5**
2.1 Plan History **5**
2.2 Plan Purpose and Authority **5**
2.3 General Plan Description **6**

SECTION 3: PLANNING PROCESS **7**
3.1 Update Process Description **7**
3.2 Primary Point of Contact **7**
3.3 Planning Teams **7**
3.3.1 Planning Team Assembly *10*
3.3.2 Planning Team Activities *13*
3.4 Public Involvement **18**

SECTION 4: COMMUNITY DESCRIPTIONS **19**
4.1 General **19**
4.2 County Overview **19**
4.2.1 Geography *19*
4.2.2 Climate *19*
4.2.3 Population *24*
4.2.4 Economy *26*
4.3 Jurisdictional Overviews **28**
4.3.1 Avondale *28*
4.3.2 Buckeye *30*
4.3.3 Carefree *34*
4.3.4 Cave Creek *37*
4.3.5 Chandler *42*
4.3.6 El Mirage *44*
4.3.7 Fountain Hills *47*
4.3.8 Fort McDowell Yavapai Nation *52*
4.3.9 Gila Bend *55*
4.3.10 Gilbert *58*
4.3.11 Glendale *60*
4.3.12 Goodyear *65*
4.3.13 Guadalupe *67*
4.3.14 Litchfield Park *70*
4.3.15 Mesa *73*
4.3.16 Paradise Valley *78*
4.3.17 Peoria *80*
4.3.18 Phoenix *83*
4.3.19 Queen Creek *88*
4.3.20 Salt River Pima-Maricopa Indian Community *90*
4.3.21 Salt River Project *95*
4.3.22 Scottsdale *95*
4.3.23 Surprise *99*
4.3.24 Tempe *101*
4.3.25 Tolleson *104*

EXECUTIVE SUMMARY

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 51 federal or state declarations, 281 other events, and a combined total of 336 disaster events recorded, 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 26 other participating jurisdictions demonstrated their commitment to hazard mitigation in 2003-2004 by preparing the first Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (2004 Plan). The 2004 Plan was comprised of a multi-jurisdictional, county-wide umbrella plan and 27 jurisdiction specific annexes that addressed specific planning elements for each jurisdiction. The 2004 Plan was approved by FEMA on November 29, 2004 and requires a full, FEMA approved, update prior to the November 29, 2009 expiration.

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, various county departments and organizations, Arizona Division of Emergency Management, National Weather Service, Arizona Geologic Survey, and Arizona Public Service. The MJPT met monthly through July 2009 in a collaborative effort to review, evaluate, and update the 2004 Plan into a single, consolidated Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (Plan). The Plan also contains a Tribal Annex for each of the two participating Indian Tribes, that address Tribal specific planning elements. The Plan will continue to guide the County and participating 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 CFR 201.6 and 201.7 dated October, 2007. The Plan identifies hazard mitigation measures intended to eliminate or reduce the effects of future disasters throughout the County, and was developed in a joint and cooperative venture by members of the Maricopa County MJPT.

SECTION 3: PLANNING PROCESS

> ***§201.6 (b):*** *Planning process. An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:*
> *(1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;*
> *(2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and*
> *(3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.*
>
> ***§201.6(c)(1):*** *[The plan shall include…] (1) Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.*

This section includes the delineation of various DMA 2000 regulatory requirements, as well as the identification of key stakeholders and planning team members within Maricopa County. In addition, the necessary public involvement meetings and actions that were applied to this process are also detailed.

3.1 Update Process Description

MCDEM applied for and received a PDM planning grant to fund a multi-jurisdictional effort to review, update and consolidate the 2004 Plans. MCDEM solicited letters of support from all 2004 Plan towns, cities, and Tribes to aide in the preparation of the PDM planning grant application. Once the grant was received, the County then selected JE Fuller/ Hydrology & Geomorphology, Inc. (JEF) to work with the participating jurisdictions and guide the Plan update process. An initial project kick-off meeting between JEF and MCDEM was convened December 4, 2008 to line out the meeting dates and agendas for the next year's planning efforts, and to discuss the new plan format and other administrative tasks. Initial data collection contacts were also established. Seven planning team meetings, two make-up meetings, two tribal planning meetings, and several other individual community outreach meetings were conducted over the period of December 2008 to September 2009, along with all the work required to collect, process, and document updated data and make changes to the plan. Details regarding updated key contact information and promulgation authorities, the planning team selection, participation, and activities, and public involvement are discussed in the following sections.

3.2 Previous Planning Process Assessment

The first task of preparation for the Plan update, was to evaluate the process used to develop the 2004 Plan. This was initially discussed by MCDEM and JEF in the December 4, 2008 kick-off meeting with the goal of establishing the framework for the planning effort ahead. The 2004 Plan process employed a multi-jurisdictional approach with representation from each participating jurisdiction in larger multi-jurisdictional planning team meetings wherein concepts would be presented and discussed, and homework would be assigned for completion by each jurisdiction. MCDEM and JEF agreed to continue with the same approach due to both limited time and budget. Another conclusion of the 2004 Plan process assessment was that the new planning process and approach would result in a true multi-jurisdictional plan (one document for all participating jurisdictions). This required a slightly different strategy in gathering and compiling the Plan information.

The Plan update process was presented and discussed at the first multi-jurisdictional planning team meeting and was contrasted to the 2004 Plan approach. Over two-thirds of the planning team members were new to the hazard mitigation planning process altogether, so there was very little institutional knowledge of the prior process.

3.3 Primary Point of Contact

Table 3-1 summarizes the primary points of contact (PPOC) identified for each participating jurisdiction.

Table 3-1: List of jurisdictional primary points of contact

Jurisdiction	Name	Department / Position	Address	Phone	Email
Avondale	Art Snapp	Fire and Rescue Department – Division Chief	1825 N. 107th Ave. Avondale, AZ 85323	623.333.6000	asnapp@avondale.org
Buckeye	Bob Costello	Fire Department –Chief / Emergency Management Coordinator	530 East Monroe Avenue Buckeye, AZ 85326	623.349.6700	bcostello@buckeyeaz.gov
Carefree	Pat Farmer	Marshal's Office – Town Marshal	8 Sundial Circle Box 740 Carefree, AZ 85377	480.488.3686	pat@carefree.org
Cave Creek	Adam Stein	Marshal's Office – Town Marshal / Emergency Services Coordinator	37622 N. Cave Creek Rd. Cave Creek, AZ 85331	480.488.6636	astein@cavecreek.org
Chandler	Marc Walker	Fire Department – Assistant Fire Chief	221 E. Boston St. Chandler, AZ 85225	480.782.2135	marc.walker@chandleraz.gov
El Mirage	Howard Munding	Fire Department – Assistant Fire Chief	13513 N El Mirage Rd El Mirage, Arizona 85335	623.876.4248	hmunding@cityofelmirage.org
Fountain Hills	Randy Roberts	Fire Department – Assistant Fire Chief	16705 E. Avenue of the Fountains Fountain Hills, AZ 85268	480.816.5114	rroberts@fh.az.gov
Fort McDowell Yavapai Nation	Tom Christmas	Fire Department – Fire Chief	P.O. Box 17779 Fountain Hills, AZ 85269	480.789.7521	tchristmas@ftmcdowell.org
Gila Bend	Harry Parsi	Public Works – Town Engineer	644 W. Pima St. P.O. Box A Gila Bend, AZ 85337	928.683.2255	hparsi@gilabendaz.org
Gilbert	Sheri Gibbons	Fire Department – Emergency Manager	85 E. Civic Center Dr. Gilbert, AZ 85296	480.503.6333	sherig@ci.gilbert.az.us
Glendale	Debra Sheff	Office of Emergency Management – Operations & Training Officer	11550 W. Glendale Ave. Glendale, AZ 85307	623.872.5008	dsheff@glendaleaz.com
Goodyear	Othell Newbill	Emergency Management – Emergency Management Coordinator	175 N. 145th Ave. Goodyear, AZ 85338	623.882.7221	onewbill@goodyearaz.gov
Guadalupe	Gino Turrubiartes	Community Development – Director	9241 S. Avenida del Yaqui Guadalupe, AZ 85283	480.555.5399	gturrubiartes@guadalupeaz.org
Litchfield Park	Sonny Culbreth	Assistant City Manager, Community and Recreation Services Director, Emergency Management Coordinator	214 W. Wigwam Blvd. Litchfield Park, AZ 85340	623.935.9040	sculbreth@litchfield-park.org
Maricopa County	Cristina Herrera	MCDEM – Emergency Services Planner	2035 N. 52nd St. Phoenix, AZ 85008	602.273.1411	cristinaherrera@mail.maricopa.gov
Mesa	Gil Damiani	Emergency Management – Emergency Management Coordinator	40 N. Center St., Ste. 115 Mesa, AZ 85201	480.644.2631	gil.damiani@mesaaz.gov
Paradise Valley	Robert Lee	Building Safety – Building Official	6401 E. Lincoln Dr. Paradise Valley, AZ 85253	480.348.3631	rlee@paradisevalleyaz.gov

CAREFREE, ARIZONA (021282)

Period of Record Monthly Climate Summary

Period of Record : 6/ 1/1962 to 12/31/2008

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	63.6	66.7	71.9	79.9	90.2	98.7	101.9	100.0	94.8	84.3	71.6	62.7	82.2
Average Min. Temperature (F)	40.7	43.0	46.7	51.8	60.6	69.1	75.6	74.9	69.5	59.6	48.4	40.5	56.7
Average Total Precipitation (in.)	1.44	1.44	1.62	0.59	0.13	0.13	1.19	1.68	1.12	1.10	1.03	1.50	12.97
Average Total SnowFall (in.)	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record.
Max. Temp.: 79.5% Min. Temp.: 79.5% Precipitation: 81% Snowfall: 81.7% Snow Depth: 81%
Check Station Metadata or Metadata graphics for more detail about data completeness.

Western Regional Climate Center, wrcc@dri.edu

Figure 4-5: Monthly climate summary for the Carefree Station, Arizona

GILA BEND, ARIZONA (023393)

Period of Record Monthly Climate Summary

Period of Record : 12/1/1892 to 12/31/2008

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	69.0	73.6	79.9	88.0	96.8	106.1	108.9	107.2	103.1	92.1	78.6	69.2	89.4
Average Min. Temperature (F)	38.7	41.8	46.2	51.8	59.7	68.3	78.2	76.9	70.1	57.2	45.3	38.7	56.1
Average Total Precipitation (in.)	0.61	0.63	0.62	0.22	0.13	0.05	0.73	1.01	0.51	0.39	0.51	0.69	6.11
Average Total SnowFall (in.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record.
Max. Temp.: 83.9% Min. Temp.: 83.7% Precipitation: 90.6% Snowfall: 90.8% Snow Depth: 90.8%
Check Station Metadata or Metadata graphics for more detail about data completeness.

Western Regional Climate Center, wrcc@dri.edu

Figure 4-6: Monthly climate summary for the Gila Bend Station, Arizona

PHOENIX WSFO AP, ARIZONA (026481)

Period of Record Monthly Climate Summary

Period of Record : 6/ 1/1933 to 12/31/2008

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	66.1	70.1	75.9	84.4	93.7	103.0	105.6	103.4	99.0	88.2	75.3	66.6	85.9
Average Min. Temperature (F)	41.5	44.4	49.1	55.7	64.0	72.6	80.4	79.1	72.8	60.8	48.3	41.6	59.2
Average Total Precipitation (in.)	0.78	0.76	0.85	0.29	0.13	0.10	0.84	1.04	0.70	0.58	0.57	0.90	7.55
Average Total SnowFall (in.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record.
Max. Temp.: 100% Min. Temp.: 100% Precipitation: 100% Snowfall: 98% Snow Depth: 98%
Check Station Metadata or Metadata graphics for more detail about data completeness.

Western Regional Climate Center, wrcc@dri.edu

Figure 4-7: Monthly climate summary for the Phoenix WSFO AP Station, Arizona

4.2.3 Population

Maricopa County is home to more than half of Arizona's overall population, with the 2008 count estimated at nearly 4 million. In the 1990's, the County was the fastest growing county in the United States, gaining nearly 1 million new residents with a growth rate of 44.8 percent during that decade. Maricopa County is expected to have over 4.2 and 5.2 million residents by the years 2010 and 2020, respectively. Table 4-1 summarizes jurisdictional population statistics for Maricopa County communities and the County as a whole. Figure 4-8 is a map prepared by the Maricopa Association of Governments (MAG) that presents an illustration of 2010 population density projections for the County.

Table 4-1: Summary of jurisdictional population estimates for Maricopa County

Jurisdiction	1990	2000	2008	2010	2020
Maricopa County	2,122,101	3,096,600	3,987,942	4,216,499	5,230,300
Major					
Avondale	16,169	35,833	76,648	83,856	105,989
Buckeye	5,038	6,537	50,143	74,906	218,591
Carefree	1,666	2,920	3,948	4,418	5,816
Cave Creek	2,925	3,685	5,132	5,781	7,815
Chandler	90,533	185,300	244,376	265,107	282,991
El Mirage	5,001	7,518	33,647	38,620	38,717
Fountain Hills	1,030	20,199	25,995	27,166	33,331
Fort McDowell Yavapai Nation	640	829	824	839	1037
Gila Bend	1,747	1,944	1,899	2,575	3,950
Gilbert	29,188	109,935	214,820	218,009	285,819
Glendale	148,134	230,300	248,435	279,807	315,055
Goodyear	6,258	18,779	59,436	71,354	174,521
Guadalupe	5,458	5,228	5,990	5,790	5,982
Litchfield Park	3,303	3,813	5,093	5,140	7,000
Unincorporated Maricopa County	173,612	125,925	246,701	86,423	110,285
Mesa	288,091	441,800	459,682	518,944	565,693
Paradise Valley	11,671	13,629	14,444	14,790	15,224
Peoria	50,168	114,100	155,557	172,793	236,154
Phoenix	983,403	1,350,500	1,561,485	1,695,549	1,990,450
Queen Creek	2,667	4,317	23,329	34,506	55,529
Salt River Pima-Maricopa Indian Community	4,852	6,403	6,822	7,087	7,308
Scottsdale	130,069	204,300	242,337	249,341	269,266
Surprise	7,122	30,886	108,761	146,890	268,359
Tempe	141,865	158,900	172,641	177,771	191,881
Tolleson	4,434	4,963	6,833	7,748	9,646
Wickenburg	4,515	5,050	6,442	11,022	13,311
Youngtown	2,542	3,007	6,522	6,820	7,275

Figures for 1990 and 2000 from US Census Bureau; Figures for 2010, and 2020 from MAG; Figures for 2008 from Arizona Department of Commerce. Litchfield Park 2010 and 2020 estimates provided by Litchfield Park

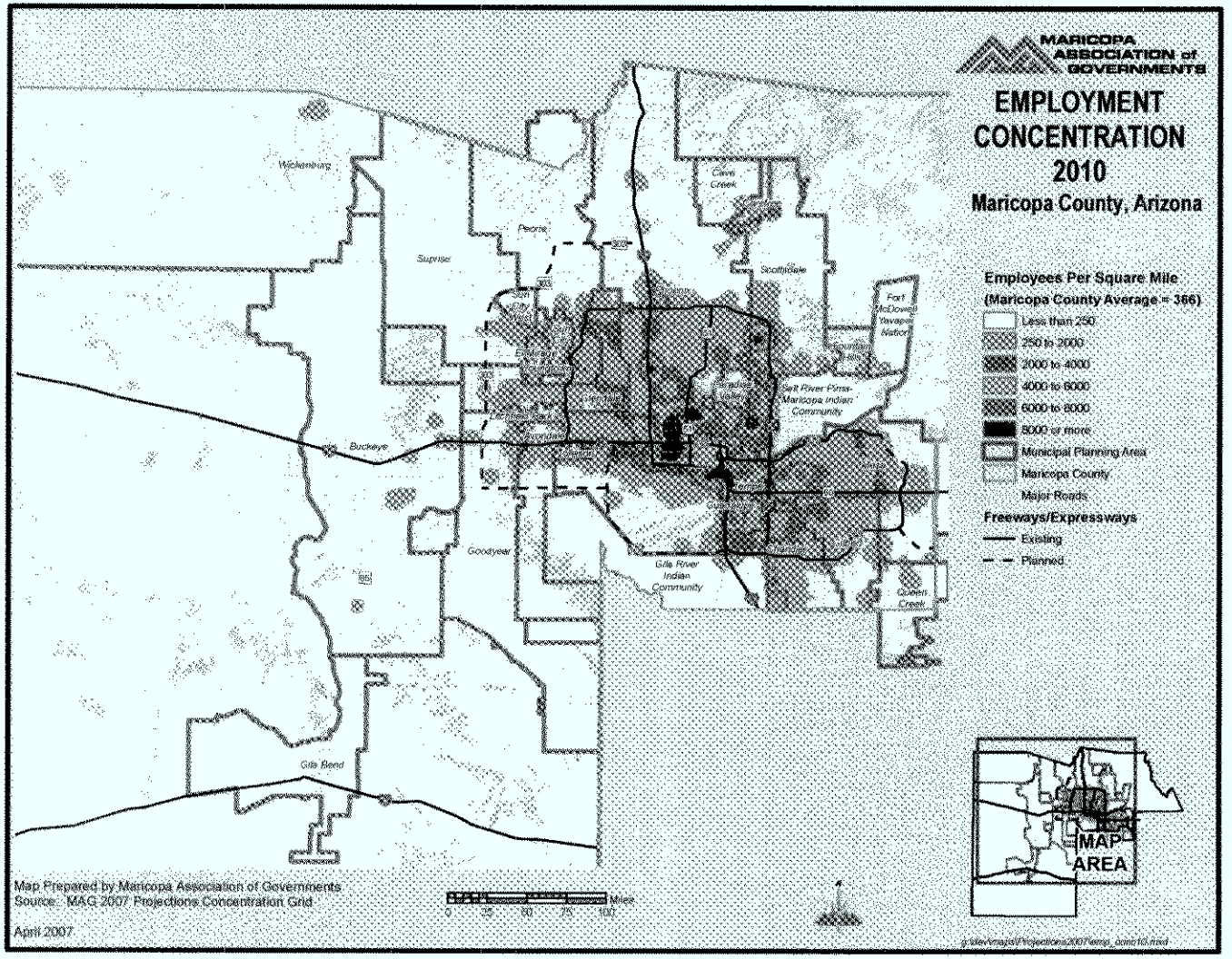


Figure 4-9: 2010 employment concentration projections for Maricopa County

4.3 Jurisdictional Overviews

The following are brief overviews for each of the participating jurisdictions in the Plan.

4.3.1 Avondale

Situated along Interstate 10 approximately 15 miles west of downtown Phoenix, the City of Avondale lies immediately east of Goodyear and west of Tolleson in the West Valley region of Maricopa County, as shown in Figure 4-10.

The Estrella Mountain Park lies to the south of Avondale, and the Gila River Native American Community influences the southeastern region of the City. Like most of the communities located in the greater metropolitan area, Avondale has experienced rapid growth in both population and land area. In 2008 the City of Avondale's planning area encompassed nearly 94.4 square miles, which contrasts with the 40 square miles contained in the City's planning area in 1990.

While Avondale reflects the common growth trends of its west Valley neighbors, the City also has a unique natural climate due to the confluence of the Agua Fria and Gila River basins which form the Gila River junction in the southwest portion of the City. This unique feature compliments the diverse Estrella Mountain Regional Park in the southern region of Avondale's planning area. The primary man-made features that influence Avondale's land uses include: Interstate 10, which bisects the community's north side; a Salt River Power transmission line which runs north-south through Avondale and meets its east-west counterpart in the south central portion of the City; and the St. Johns and Roosevelt Irrigation District Canals which transverse the City's north and south sides, respectively. These features are complimented by an arterial roadway network in the portion of the City located north of the Estrella Mountains.

Avondale was founded in 1900 and became incorporated in 1946. Avondale is governed by a Council-Manager form of government with a seven member City Council consisting of a Mayor and six Council members elected at-large for a term of four years. The City Council appoints the City Manager and other officers necessary to produce an orderly administration of the City's affairs.

As illustrated in Table 4-2, in 2000 the population of Avondale was 35,833. With development opportunities continuing to open, this population is forecast to nearly triple to 105,989 by 2020. As a result, Avondale's population will comprise a steadily increasing percentage of Maricopa County's population. Similarly, Avondale's labor force is forecast to reflect an ever-larger share of the region's jobs. In 2008, there were 36,923 jobs in Avondale. The 2020 projections anticipated 37,776 jobs, which indicates that job growth in Avondale has outpaced over 12 years of projection. In addition to having a growing population and employment role within the region, Avondale's ratio of jobs-per-capita is also forecast to rise from 0.17 in 1990 to 0.36 in 2020.

Currently, Avondale has a growing light industrial and commercial economy, a change from its agricultural tradition. Employment projections forecast office employment as the major source of jobs by 2020. Avondale's major private employers include Beam Corporation/Deena Inc., Phoenix International Raceway, SunBridge Estrella Care Center, Gateway Chevrolet and Geo, and Rudolfo Bros. Plastering. Major public employers include the Aqua Fria School District, Estrella Mountain Community College, and the City of Avondale.

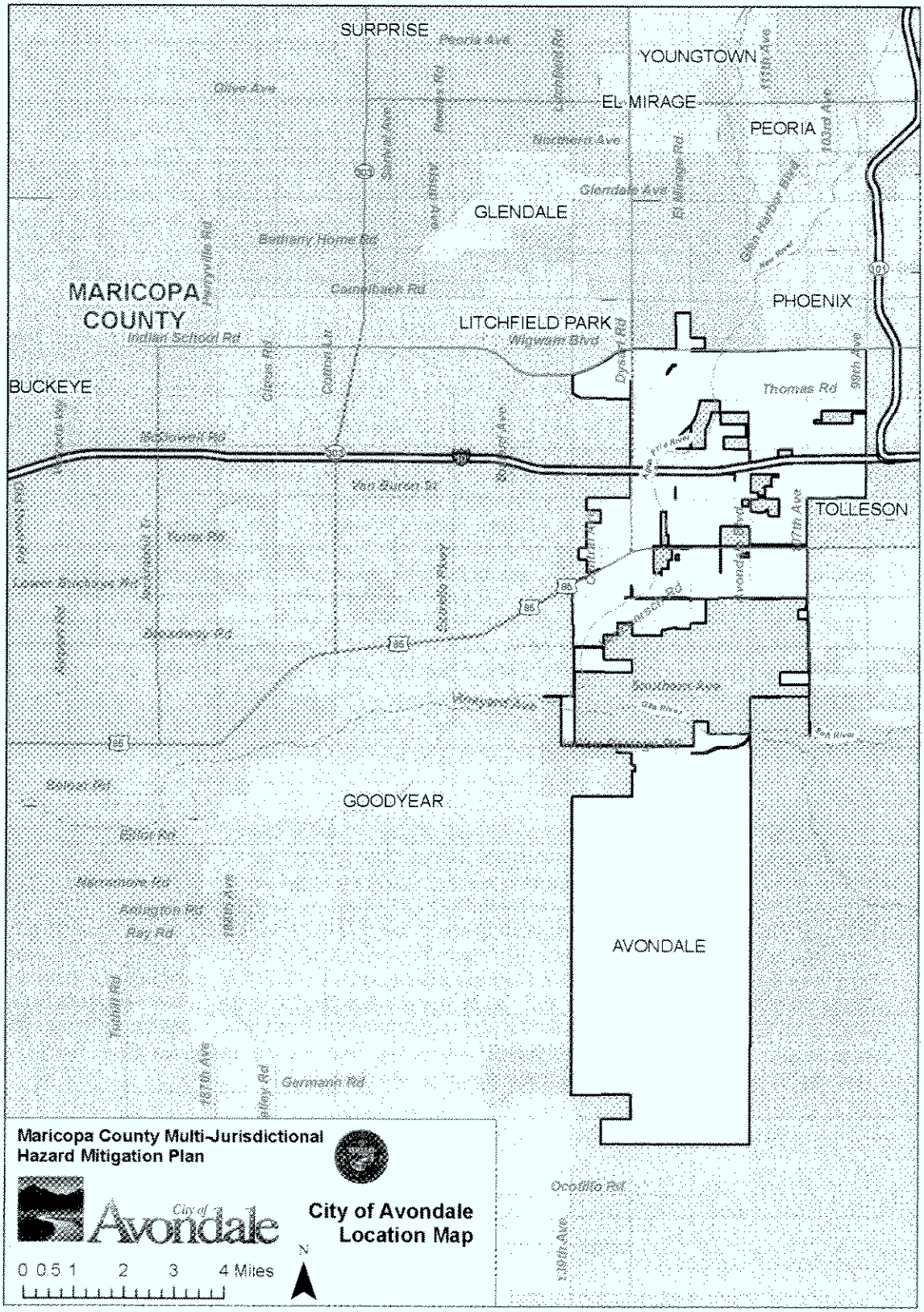


Figure 4-10: City of Avondale location map

Table 4-2: Summary of population and employment estimates for Avondale

Population	1990	2000	2008	2010	2020
Maricopa County	2,122,101	3,072,149	3,987,942	4,134,400	5,164,100
Avondale	16,169	35,833	76,648	83,856	105,989
As a % of County	0.76%	1.17%	1.92%	1.99%	2.37%
Employment					
Maricopa County	948,227	1,564,900	1,814,700	2,112,000	2,705,000
Avondale	2,777	9,000	36,923	20,599	37,776
As a % of County	0.00%	0.58%	2.04%	1.88%	1.88%
Jobs per Capita	0.17	0.25	0.48	0.25	0.36
Note: Interim projections for 2010 and 2020					
Source: Maricopa Association of Governments (2009), U.S. Census Bureau, Arizona Department of Commerce (2009)					
Highlighted cells indicate anomously low forecast estimates. Causes may include annexation of additional land into town limits, higher growth rates than projected, etc.					

Avondale's General Plan[7], approved in June of 2002, reflects a community that is responding to the natural and man-made features of the region, as shown in Figure 4-11. According to the City's build out projections, Low Density Residential areas will occupy around 18% of the City's total land area. These homes will be focused in the more environmentally sensitive regions near the Estrella Mountains and the Gila River basin. Medium Density Residential, with approximately 4 units to the acre, will occupy a majority of the City's land area (44%), and are interspersed throughout the north portion of the City. Pockets of high- and multi-family residential areas will develop along arterial streets and near Interstate 10. Similarly, Neighborhood and Community-level commercial uses will appear at many of the City's arterial street intersections, with higher-intensity commercial growth areas projected to develop along Interstate 10. Avondale's General Plan also includes a Safety Element that places an emphasis on three specific natural and man-made pressures: (1) the identification and mitigation of noise and safety concerns associated with Luke Air Force Base, (2) geologic hazards created by the various watercourses that affect the City, and (3) emergency response systems that are challenged by continued residential growth.

4.3.2 Buckeye

The Town of Buckeye is positioned as the Western-most community in the greater metropolitan area, giving the community the unique title of "Western Gateway" for the Salt River Valley. Situated along Interstate 10 approximately 30 miles west of downtown Phoenix, the Town of Buckeye lies immediately west of the communities of Goodyear and Surprise, as shown in Figure 4-12. Now encompassing all or portions of the west, south, and east sides of the White Tank Regional Park, Buckeye's historical town center—located four miles south of Interstate 10 near State Route 85—lies many miles away from what is expected to become the Town's new growth area to the west of the White Tank Mountains. Like most of the communities located in the greater metropolitan area, Buckeye has been growing steadily for the past several decades. While it was once one of the smallest communities in Maricopa County, recent annexations and growth initiatives have resulted in Buckeye's planning area becoming second in size only to Phoenix.

[7] City of Avondale. June 2009. *City of Avondale General Plan.* http://www.avondale.org/documents/City%20Departments/Water%20Resources/GIS/Other_Maps/gen_plan.PDF

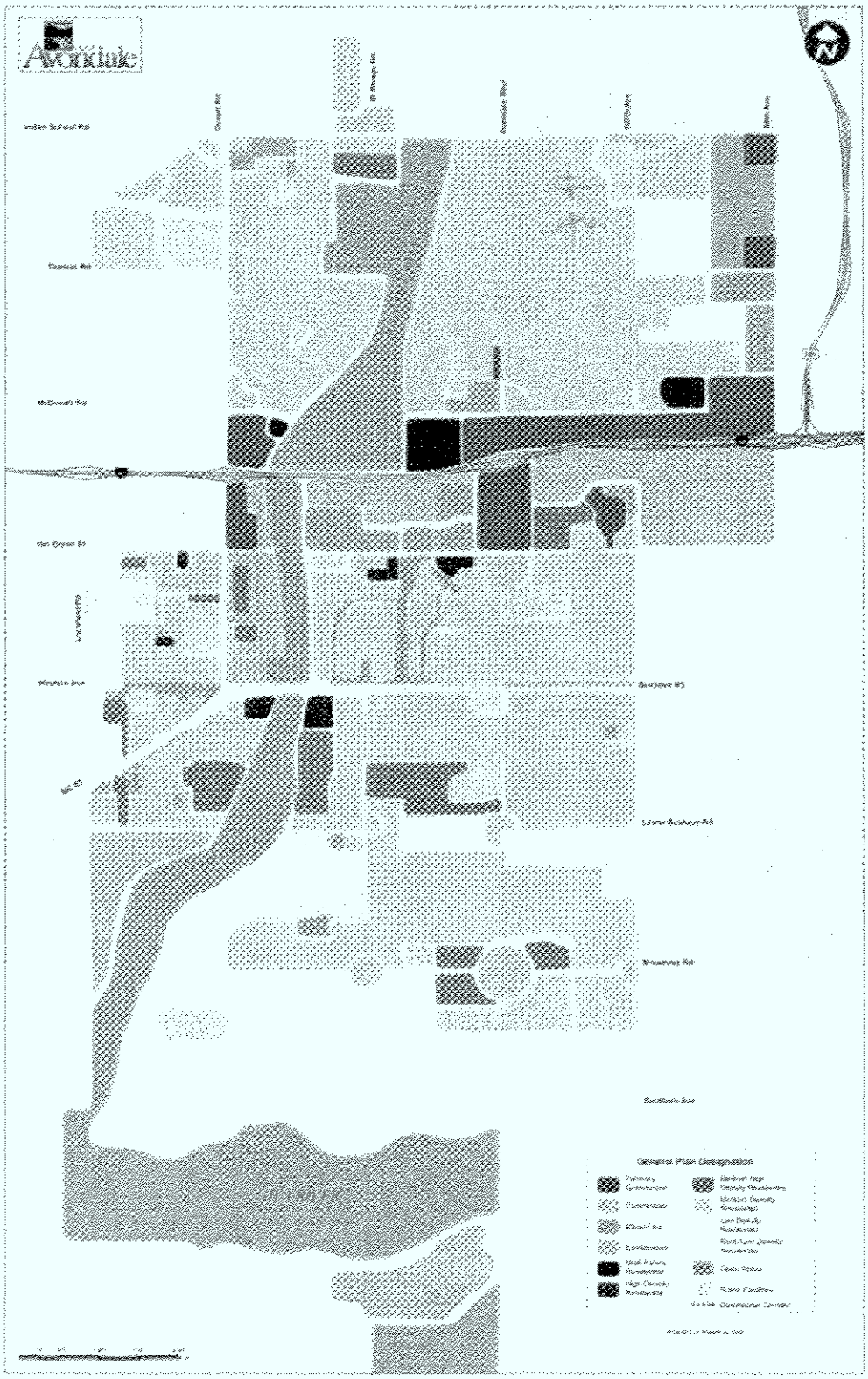


Figure 4-11: City of Avondale land use planning map

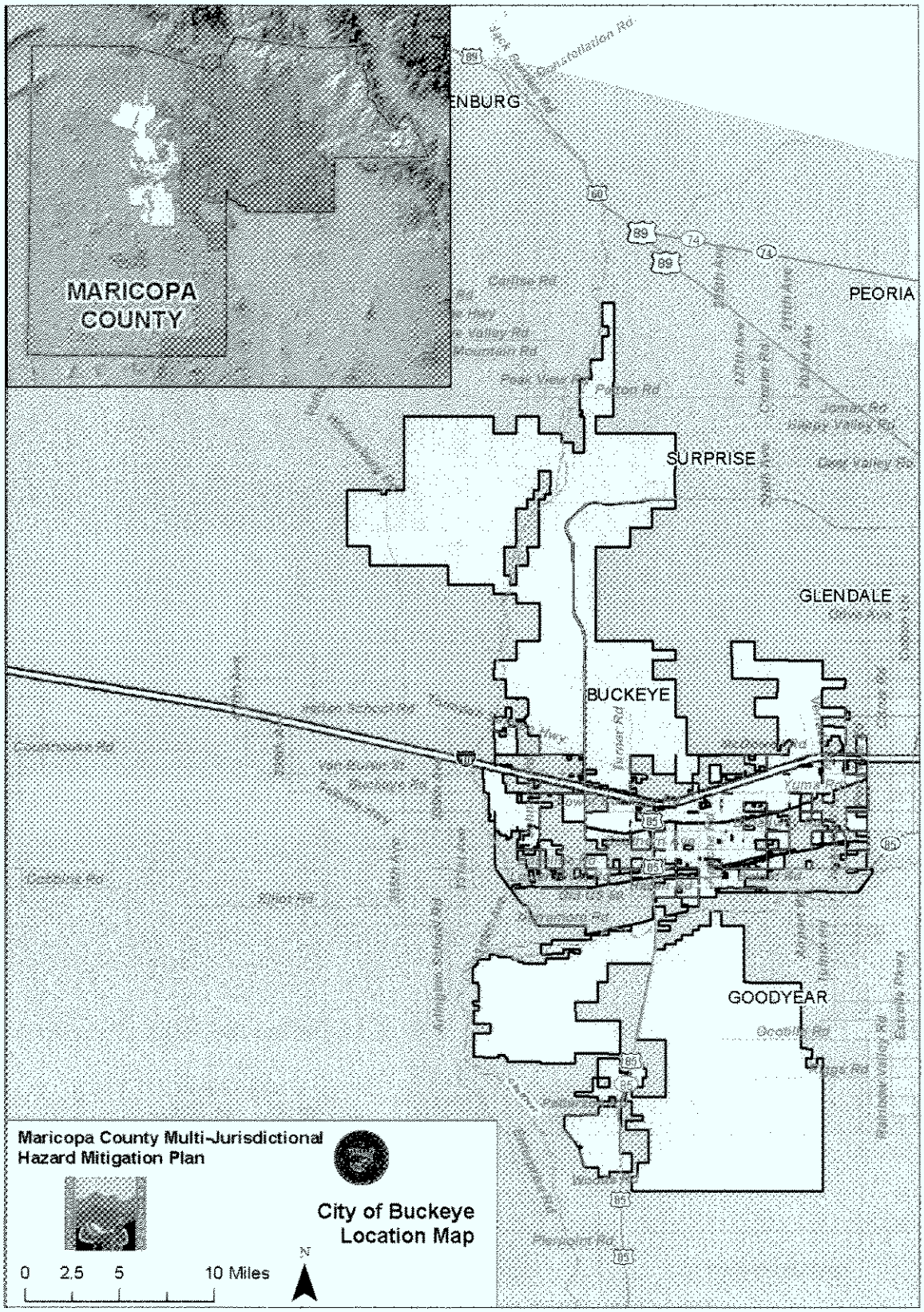


Figure 4-12: Town of Buckeye location map

Table 5-5: Summary of Critical and Non-Critical Facility counts by category and jurisdiction

Participating Jurisdiction	Critical Facilities and Infrastructure								Non-Critical Facilities and Infrastructure				
	Telecommunications Infrastructure	Electrical Power Systems	Gas and Oil Facilities	Banking and Finance Institutions	Transportation Networks	Water Supply Systems	Government Services	Emergency Services	Education	Cultural	Business	Residential	Recreational
Avondale						39	2	1	8		8		3
Buckeye		10		3		36	10	7	10	1			
Carefree						1	4	1					
Cave Creek		1				32	4						2
Chandler	16	22			1	57	35	15	57	3		18	2
El Mirage					2	13	3	3	6		7		
Fountain Hills						1	3	2	6			1	2
Fort McDowell Yavapai Nation					1		3	2	1	2	8		1
Gila Bend						2	3	1	1				
Gilbert	18	3		52		14,317 (225)[a]	33	25	77	94	68	179	100
Glendale	3	19	1	42	51	52	41	87	183	108	162	360	96
Goodyear	14	1		14	7	27	10	8	11		1		
Guadalupe							2	1	2				1
Litchfield Park							1		2		1		1
Maricopa County		7			363	4	54	19					
Mesa		12	214		6	136	53	38	123	4		24	3
Paradise Valley	6	1				16	2	7	6	14	13	4	
Peoria					4	43	94	4	35	6		35	4
Phoenix		6	5		1	16	270	101	422	19		66	7
Queen Creek	17			8	10	21	3	6	12	9	11	11	9
Salt River Pima-Maricopa Indian Community	1	1	2		3		3	4	2	1	2		2
Salt River Project	SRP reported a total of 511 assets that are comprised of SRP main buildings/offices, substations, switchyards, receiving stations, and well sites. No further separation of asset categories was necessary.												
Scottsdale		1				1	17	6	54	15		18	2
Surprise		1			2	1	4	8	15	1		4	1
Tempe			1			3	22	5	71	1		6	2
Tolleson						2	2	2	4				
Wickenburg		1	1				2	2	5				
Youngtown							2		1			2	

a – Number of water supply facilities that are not a part of the underground pipe network

Economic losses to structures and facilities are estimated by multiplying the exposed facility replacement cost estimates by an assumed exposure to loss ratio for the hazard. The exposure to loss ratios used in this plan update are summarized by hazard in Section 5.3. It is important to note that the exposure to loss ratios are subjective and the estimates are solely intended to provide an understanding of relative risk from the hazards and potential losses. The reality is that uncertainties are inherent in any loss estimation methodology due to:

- Incomplete scientific knowledge concerning hazards and our ability to predict their effects on the built environment;
- Approximations and simplifications that are necessary for a comprehensive analysis; and,
- Lack of detailed data necessary to implement a viable statistical approach to loss estimations.

Several of the hazards profiled in this Plan update will not include quantitative exposure and loss estimates. The vulnerability of people and assets associated with some hazards are nearly impossible to evaluate given the uncertainty associated with where these hazards will occur as well as the relatively limited focus and extent of damage. Instead, a qualitative review of vulnerability will be discussed to provide insight to the nature of losses that are associated with the hazard. For subsequent updates of this Plan, the data needed to evaluate these unpredictable hazards may become refined such that comprehensive vulnerability statements and thorough loss estimates can be made.

5.2.5 Development Trend Analysis

The 2004 Plan development trend analysis will require updating to reflect growth and changes in Maricopa County over the last planning cycle. The updated analysis will focus on the potential risk associated with projected growth patterns and their intersection with the Plan identified hazards.

5.3 Hazard Risk Profiles

The following sections summarize the risk profiles for each of the Plan hazards identified in Section 5.1. For each hazard, the following elements are addressed to present the overall risk profile:

- **Description**
- **History**
- **Probability and Magnitude**
- **Vulnerability**
  - **CPRI Results**
  - **Loss Estimations**
  - **Development Trend Analysis**
- **Sources**
- **Profile Maps (if applicable)**

Much of the 2004 Plan data has been updated, incorporated and/or revised to reflect current data and MJPT changes, as well as an overall plan format change. County-wide profile maps are provided at the end of the section (if applicable) and jurisdiction specific maps are included in the Executive Plan Summary for that jurisdiction. Also, the maps are not included in the pagination count.

5.3.1 Dam Inundation

Description

There are two primary scenarios of downstream inundation risk associated with dams in Maricopa County: (1) Emergency Spillway Discharges, and (2) Dam Failure. In the 2004 Plan, only dam failure was addressed. For this update, the MJPT wanted to provide a distinction between the downstream inundation risk due to emergency spillway discharges versus a dam failure. Accordingly, vulnerability for each scenario will be assessed separately.

Dams within or impacting Maricopa County can generally be divided into two groups: (1) storage reservoirs designed to permanently impound water and possibly generate power, and (2) single purpose flood retarding structures (FRS) designed to attenuate or reduce flooding by impounding stormwater for relatively short durations of time during flood events. The majority of dams within, or upstream of, Maricopa County are FRS and are typically earthen structures equipped with emergency spillways. The purpose of an emergency spillway is to provide a designed and protected outlet to convey runoff volumes exceeding the dam's storage capacity during extreme or back-to-back storm events. Dam failures may be caused by a variety of reasons including: seismic events, extreme wave

6.2.1 Jurisdictional Capabilities

Tables 6-1-1 through 6-1-28 summarize the legal and regulatory mitigation capability for teach jurisdiction. Information provided includes a brief listing of current codes, mitigation relevant ordinances, plans, and studies/reports. Tables 6-2-1 through 6-2-28 summarize the staff and personnel resources employed by each jurisdiction that serve as a resource for hazard mitigation. Tables 6-3-1 through 6-3-28 summarize the fiscal capability and budgetary tools available to each participating jurisdiction. Each of these three tables are listed below by jurisdiction.

Table 6-1-1: Summary of legal and regulatory capabilities for Avondale

Regulatory Tools for Hazard Mitigation	Description	Responsible Department/Agency
CODES	• 2006 International Building Code • 2006 International Residential Code • 2006 International Mechanical Code • 2006 International Plumbing Code • 2006 International Energy Conservation Code • 2005 National Electrical Code • 2003 International Fire Code	• Building Official • Code Enforcement • Fire Marshal
ORDINANCES	• City of Avondale Ordinances (as Adopted) & Weed Abatement Ordinance/Planning • International Property Maintenance Code (IPMC) - 302.4 • Subdivision/Zoning Ordinance • Zoning Ordinance and Subdivision Regulations 2006 – Chapter 5 Planned Area Development District	• Code Enforcement • Planning & Zoning
PLANS, MANUALS, and/or GUIDELINES	• General Plan/City Ordinance • Capital Improvement Project Plan • Development Guidelines and Policies • City Emergency Operations Plan • Pandemic Preparedness and Response Plan • Flood Control and Response Plan (McMicken Dam) • Nation Response Framework • State and Local Mitigation Plan (as adopted)	• Planning & Zoning • Building Official • Fire • Code Enforcement • Safety/Risk
STUDIES	• Maricopa County Mass Evacuation Planning Group	• Fire

Table 6-2-1: Summary of technical staff and personnel capabilities for Avondale		
Staff/Personnel Resources	☑	**Department/Agency - Position**
Planner(s) or engineer(s) with knowledge of land development and land management practices	☑	Ken Sowers-Chief Building Official
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	☑	Sue McDermott-City Engineer
Planner(s) or engineer(s) with and understanding of natural and/or human-caused hazards	☑	Sue McDermott-City Engineer
Floodplain Manager	☑	Sue McDermott-City Engineer
Surveyors		
Staff with education or expertise to assess the community's vulnerability to hazards	☑	Ken Sowers-Chief Building Official
Personnel skilled in GIS and/or HAZUS	☑	Marilyn Derosa-GIS
Scientists familiar with the hazards of the community		
Emergency manager	☑	Art Snapp-Fire
Grant writer(s)	☑	Janeen Gaskins-Grants Supervisor
Others		

Table 6-3-1: Summary of fiscal capabilities for Avondale		
Financial Resources	**Accessible or Eligible to Use (Yes, No, Don't Know)**	**Comments**
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		

Table 6-7-1: Summary of Avondale assessment of previous plan cycle mitigation actions/projects

ID	Name	Description	• Lead Agency • Proposed Cost • Proposed Comp Date	Status	Disposition	Explanation
3B3	Water/Wastewater Department Security	Enter into a contract for a full assessment of the water/ wastewater departments for security of systems.	• City Manager, Public Works Director • N/A • N/A	In progress	Keep	Contractor has completed COOP for water dept. training is on going
3B2	Citywide Security Review	Complete citywide security review.	• City Manager, Public Works Director, Fire Dept., Police Dept. • N/A • N/A	In progress	Keep	City SOP/EOP under review and being updated
2A5	ICS Training	Complete mid to upper management training for ICS and other related training.	• Fire Chief, City Manager • N/A • N/A	In progress	Keep	Safety/risk tracking NIMS and ICS training for management
2A4	Site Safety Partnering	Partner with Phoenix International Raceway and other stakeholders in matters of site safety.	• Fire Chief • N/A • N/A	In progress	Keep	TLO will update the TVA for PIR
2A6	School Safety	Partner with public school systems to update school safety.	• Fire Chief • N/A • N/A	No action	Keep	Staffing shortages, will try in the fall
2B1	Emergency Alerts	Enhance the City of Avondale's capabilities to alert its citizens in time of emergency (English and Spanish).	• Fire Chief/Emergency Manager, City Manager • N/A • N/A	No action	Keep	No funding
3B5	EOC Upgrade	Upgrade the current EOC and recommend the construction of a new and more secure facility.	• Fire Chief/Emergency Manager, City Manager, City Engineer • N/A • N/A	No action	Keep	No funding

Table 6-7-1: Summary of Avondale assessment of previous plan cycle mitigation actions/projects

ID	Name	Description	• Lead Agency • Proposed Cost • Proposed Comp Date	Status	Disposition	Explanation
8A4	PPE Equipment	Provide PPE for chemical and biological agent protection to all members of the department.	• Police Chief, Fire Chief • N/A • N/A	Complete	Delete	6-15-09 $15.500 grant funded
8A5	CERT Training	Provide CERT training to all citizens and city groups upon request.	• Fire Chief • N/A • N/A	In progress	Keep	On going
B2	Grant Funding for Safety	Seek grants and other funding to promote the safety of Avondale and its citizens.	• Fire Chief • N/A • N/A	In progress	Keep	Ongoing process
3B4	Hire Emergency Planner	Hire a full time civilian emergency planner/manager (FY 04/05).	• Fire Chief • N/A • N/A	No action	Delete	No funding/hiring freeze

Table 6-7-2: Summary of Buckeye assessment of previous plan cycle mitigation actions/projects

ID	Name	Description	• Lead Agency • Proposed Cost • Proposed Comp Date	Status	Disposition	Explanation
1.C.1	Fire Code Official	Hire fire code enforcement officials/inspectors	• Fire Chief, Town Engineer • N/A • N/A	Complete	Delete	July 2007: Hired Fire Prevention Specialist to conduct code enforcement and review all fire plans and inspectors.
2.C.2	Life Safety	Conduct annual life safety inspections	• Fire Chief • N/A • N/A	In progress	Revise	Initiated by fire inspector with ongoing training to the fire crews.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2911-610 - Submission of a Grant Proposal to the Tohono O'Odham Nation for funding to support the Monument Hill Project

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a Resolution supporting the submittal and acceptance of a grant proposal to the Tohono O'Odham Nation for funds to assist with the Monument Hill project in the amount of $300,000.

BACKGROUND:

Avondale's Centennial Committee identified Monument Hill as a Legacy Project and made their recommendation to City Council. City Council approved the recommendation. Staff and committee members have been looking for funding assistance to develop the site in a manner that respects the natural assets and enhances the cultural elements of the area.

DISCUSSION:

The Monument Hill is located in Avondale's planning area; it is a unique natural landscape where cultural, historic and recreational resources combine to form a cohesive, nationally distinctive landscape revealing important historical information about our nation and our state.

The primary project goal is to coordinate the multitude of property owners, stakeholders and the public in the creation of a preservation plan that will heighten the public's knowledge of Arizona's nationally registered historical site at Monument Hill located in Avondale. The secondary goal is to utilize the plan to guide future preservation and development of the site. By providing better access to the site and improving existing trails on Monument Hill, the area can become part of the Planned Maricopa County Regional Trail System. These trails will ultimately connect to trail systems further west along the Gila River, east into Phoenix along the Salt River, and north along the Agua Fria River. This provides an opportunity to connect Monument Hill with other recreational facilities in other parts of the Valley, but also to bring people from across the Valley to Monument Hill.

This project also aligns with the City's General Plan and meets the City's goals and objectives for preservation of open space. Therefore, Avondale's Planning Division is requesting funding to help develop a planning tool for the area that includes educational brochures, a way-finding kiosk, interpretive art, environmental friendly furnishings, telescopes for viewing and bird watching, and the construction of a trail up the hill.

The Tohono O'Odham Nation's policy is to limit the distribution of their revenues to nearby cities, towns and counties, including the City of Avondale. The Tohono O'Odham Nation has identified six areas of priority funding including education, health care, public safety, child advocacy, economic development and cultural & environmental development and protection. It is also the Tohono O'Odham Nation's policy that the City requesting funds submit a resolution of support from their City

Council for the grant proposal and acceptance.

BUDGETARY IMPACT:

The City of Avondale is requesting $300,000 from the Tohono O'Odham Nation. There are no match requirements for these funds.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution supporting the submittal and acceptance of a grant proposal to the Tohono O'Odham Nation to support the Monument Hill Project.

ATTACHMENTS:

Click to download

- Resolution 2911-610

RESOLUTION NO. 2911-610

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA APPROVING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION TO THE TOHONO O'ODHAM NATION RELATING TO THE MONUMENT HILL LEGACY PROJECT AND AUTHORIZING THE ACCEPTANCE OF ANY RESULTING GRANT.

WHEREAS, the Tohono O'Odham Nation (the "Nation") is accepting applications for Proposition 202 funding from state and local agencies for projects relating to all aspects of cultural & environmental development and protection; and

WHEREAS, the City of Avondale desires to coordinate the creation of a preservation plan that will heighten the public's knowledge of Arizona's nationally registered historical site at Monument Hill and utilize the plan to guide future preservation and development of the site (the "Project") and the Project may be eligible for grant funding by the Nation; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to submit a grant application for funds to assist with the Project in the amount of $300,000 (the "Application") to be considered by the Nation for funding.

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

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

SECTION 2. The City Council hereby approves the submission of the Application for consideration by the Nation.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application, to execute any resulting grants and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2912-610 - Submission of a Grant Proposal to the Tohono O'Odham Nation for funding to support the Build a City Program

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Janeen Gaskins, Grants Administrator (623)333-1025

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council approve a Resolution supporting the submittal and acceptance of a grant proposal to the Tohono O'Odham Nation for funds to assist with Build a City Student Program in the amount of $3,000 for three years.

BACKGROUND:

Avondale's Planning Division has been an active proponent of youth education. For the last three years they have partnered with local elementary schools to teach students basic planning practices and respect for their community.

DISCUSSION:

The program instructs students on land use, design, development standards and requirements within their city from the perspective of City Planners. Staff from the Planning, Engineering Plan Review, Building Plan Review and Recycling Divisions of the City instruct the students on Planning principles, land use, open space, circulation, landscape, economic development, recycling and how to develop a sustainable community through environmentally sensitive development and "Green" concepts. During the instruction each classroom constructs their own city using recycled materials. Planners from the Development Services Department are on hand to assist in the construction of each city to suggest proper placement of buildings, parks and open space, residential neighborhoods, and business parks.

Avondale's Planning Division is requesting funding to help support the material costs associated with the project for the next three years. Due to economic constraints the division was forced to remove the program from the budget and therefore, is looking to secure funding for the project. The Tohono O'Odham Nation's policy is to limit the distribution of their revenues to nearby cities, towns and counties, including the City of Avondale.

The Tohono O'Odham Nation has identified six areas of priority funding including education, health care, public safety, child advocacy, economic development and cultural & environmental development and protection. It is also the Tohono O'Odham Nation's policy that the City requesting funds submit a resolution of support from their City Council for the grant proposal and acceptance.

BUDGETARY IMPACT:

The City of Avondale will be requesting $3,000 from the Tohono O'Odham Nation. There are no match requirements for these funds.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution supporting the submittal of a grant proposal and acceptance for the grant to the Tohono O'Odham Nation to support the Build a City Project.

ATTACHMENTS:

Click to download

- Resolution 2912-610

RESOLUTION NO. 2912-610

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE SUBMISSION OF AN APPLICATION FOR GRANT CONSIDERATION TO THE TOHONO O'ODHAM NATION RELATING TO THE BUILD A CITY PROGRAM AND AUTHORIZING THE ACCEPTANCE OF ANY RESULTING GRANT.

WHEREAS, the Tohono O'Odham Nation (the "Nation") is accepting applications for Proposition 202 funding from state and local agencies for projects relating to all aspects of education; and

WHEREAS, the City of Avondale desires to enhance and continue the Build a City Program relating to land use, design, development standards instruction for area students (the "Program") and the Program may be eligible for grant funding by the Nation; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to submit a grant application for funds to assist with the Program in the amount of $3,000 (the "Application") to be considered by the Nation for funding.

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

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

SECTION 2. The City Council hereby approves the submission of the Application for consideration by the Nation.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments in connection with the Application, to execute any resulting grants and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1416-610 – Dedication of a Sign Easement in Public Right-of-Way for Cornerstone Christian Center

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance granting a sign easement in public right-of-way to Cornerstone Christian Center and authorize the Mayor, City Clerk and City Attorney to execute the appropriate documentation.

BACKGROUND:

Winifred Electric, on behalf of Cornerstone Christian Center, has submitted a sign permit application to construct a new monument sign located in the same general location as the existing sign. Cornerstone Christian Center is located at 11301 W. Indian School Road (see attached vicinity map). The existing monument sign is currently located in the Indian School Road right-of-way, behind the sidewalk.

DISCUSSION:

Section 905.A.1 of the Zoning ordinance states:

"No sign or sign structure shall be erected or maintained in the public right-of-way, within an easement ***(other than an easement specifically for a sign)***, or be attached to any street light, street sign, traffic signal utility pole, utility box, fire hydrant, bus shelter or other structure in the public right-of-way except where explicitly allowed by this Section 9."

Cornerstone Christian Center is requesting an easement within the public right-of-way for the new monument sign in the same location as the existing sign. Cornerstone has provided staff with a legal description for the sign (attached) which staff has reviewed. The sign location will not affect the line of sight for traffic traveling on Indian School Road and is located approximately 17' behind the curb, directly behind the sidewalk.

Cornerstone Christian Center currently has two (2) additional monument signs at the driveway locations. The zoning ordinance allows for one (1) monument sign for Places of Worship. A condition of granting the easement will be that the signage on the two (2) additional monuments signs be blocked out in order for compliance with the zoning ordinance.

Staff supports thier request and agrees that relocating the sign to their property will cause an undue hardship. That location would significantly reduce it's effectiveness due to reduced visibility. Staff determined that the sign is not in conflict with any existing city uses. The applicant will be required to relocate the sign at such time as the street is widened.

BUDGETARY IMPACT:

Granting the conveyance of this sign easement within the public right-of-way will have no budgetary impact on the City.

RECOMMENDATION:

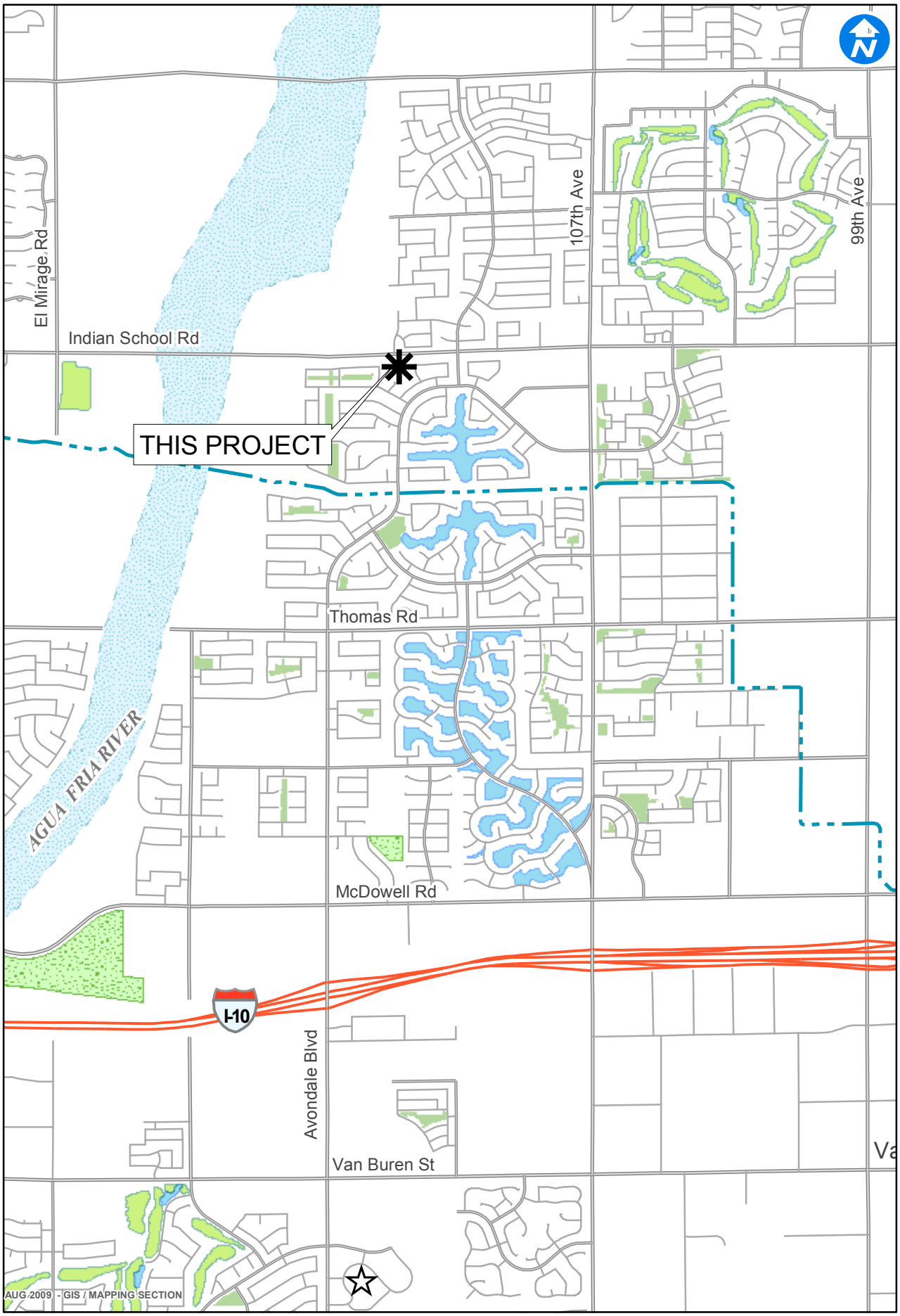
Staff recommends that the City Council adopt an ordinance granting the conveyance of the sign easement to Cornerstone Christian Center with the condition that the existing two (2) monument signs at the driveways be altered so as to remove all signage and authorize the Mayor, City Clerk and City Attorney to execute the appropriate documentation.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1416-610

VICINITY MAP



CITY OF AVONDALE

Cornerstone Sign Easement

ORDINANCE NO. 1416-610

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A REVOCABLE SIGN EASEMENT TO CORNERSTONE CHRISTIAN CENTER, ASSEMBLY OF GOD, INC.

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

SECTION 1. A revocable sign easement through, over, under and across ± 258 square feet of real property is hereby granted to Cornerstone Christian Center, Assembly of God, Inc., in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, June 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1416-610

[Cornerstone Christian Center, Assembly of God, Inc. Sign Easement Agreement]

See following pages.

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

SIGN EASEMENT AGREEMENT

GRANTOR: City of Avondale, an Arizona municipal corporation (the "City")

GRANTEE: Cornerstone Christian Center, Assembly of God, Inc., an Arizona non-profit corporation

THIS SIGN EASEMENT AGREEMENT (this "Agreement") is entered into June 7, 2010, by and between the City and Grantee for the purposes set forth below.

RECITALS

A. The City is the record owner of certain real property at the location described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area").

B. The City and Grantee desire to enter into this Agreement for the City to grant to the Grantee a revocable sign easement (the "Easement") over the Easement Area, for the purpose of inspecting, maintaining, repairing or removing the existing monument sign (the "Sign") as more particularly described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. The City hereby grants the Easement to the Grantee for the purpose of inspecting, maintaining, repairing or removing the Sign within the Easement Area; provided, however, that the City and/or its successors and assigns reserve the right to revoke the Easement at any time that the City requires the use of the Easement Area, which use may include, without limitation, constructing, maintaining, operating, repairing and/or replacing sidewalks improvements, roadways, and utility structures (the "Improvements") upon, over and across the Easement Area, and subject to the provisions of Section 3 below.

2. Maintenance of Easement.

a. Grantee shall restore the surface(s) of the Easement Area to its original condition, including the restoration of any improvements, immediately following any of Grantee's permitted activities within the Easement Area, so that the City, its successor and assigns shall have the free and unobstructed use thereof, subject to the rights of Grantee herein provided.

b. Grantee agrees to repair any damage caused to the Easement Area or the surrounding area that is a result of any negligence acts of Grantee, its employees, invitees or contractors in inspecting, maintaining, repairing or removing the Sign. In the exercise of such rights, Grantee shall use reasonable efforts to minimize to the extent reasonably practicable any damage to, or interference with, the City's use of the Easement Area.

3. Revocation; Termination. The Easement may be revoked by the City at any time upon 30 day's notice. In the event that the City revokes the Easement, Grantee shall, not later than 30 days following the City's notice of revocation, remove the Sign from the Easement Area at its sole cost and expense.

4. Indemnification and Insurance.

a. Grantee shall, to the extent permitted by law, indemnify and hold the City harmless for, from and against any and all damages, costs, expenses, attorney fees, claims or liabilities arising from or relating to the use of the Easement Area by the Grantee, its successors in interest, assigns, agents, employees, visitors or invitees. The City shall not be entitled to the indemnification provided herein for any damages, costs, expenses, attorneys' fees, claims or liabilities to the extent such arise out of a grossly negligent act or willful misconduct of the City, its officers, employees, agents or contractors.

b. Grantee will carry and keep in force, at its own expense, Comprehensive General Liability insurance with companies that do business in this State, in an amount not less than $1,000,000.00 single limited personal injury and property damage and $2,000,000.00 combined personal injury and property damage for any injuries or damage occurring within the Easement Area. All policies of insurance shall be considered primary of any existing, similar insurance carried by the City. Grantee shall furnish the City with a Certificate of Insurance upon written request.

5. Compliance. In exercising any rights and privileges under this Easement, Grantee shall comply with any and all applicable federal, state or local laws, regulations, ordinances, licenses, permits and certificates requirements relating to, or otherwise necessary or appropriate for, the inspection, repair, maintenance or removal of Grantee's Sign as provided for herein.

6. No Assignment. Grantee shall have no right or authority to assign, in whole or in part, any of its rights or obligations under this Agreement, or any portion of this Agreement to any third party without the prior, written consent of the City, which shall be evidenced by the signature of the City Manager thereon.

7. Liens and Encumbrances. The Grantee represents and warrants that it will maintain the Easement Area free and clear from any liens or encumbrances of any nature whatsoever in connection with Grantee's Sign on the Easement Area or the use by the Grantee of the Easement Area.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors and tenants of the parties hereto, subject, however, to the City's right of revocation, as set forth above.

9. Attorneys' Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees and court costs.

10. Additional Easements. Nothing contained in this Agreement shall prohibit the City from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area to government or quasi-governmental agencies; provided however, that no such additional rights or easement shall substantially impair the Grantee's use of the Easement herein granted.

11. Entire Agreement. This instrument contains the entire agreement between the parties relating to Grantee's use of the Easement for Sign inspection, repair, maintenance and removal. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

13. Cancellation by City. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511 at which time, the Easement shall automatically terminate and any rights therein shall revert back to the City upon recordation of the notice of cancellation in the Maricopa County Recorder's Office.

[SIGNATURES ON FOLLOWING PAGES]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by Marie Lopez Rogers, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

ACCEPTED BY:

"**Grantee**"

CORNERSTONE CHRISTIAN CENTER, ASSEMBLY OF GOD, INC., an Arizona non-profit corporation

By:_____

Name:_____

Its:_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by _____, as _____, of CORNERSTONE CHRISTIAN CENTER, ASSEMBLY OF GOD, INC., an Arizona non-profit corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT 1
TO
SIGN EASEMENT AGREEMENT

[Legal description and map of Easement Area]

See following pages.

EXHIBIT "A"

SIGN EASEMENT
LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

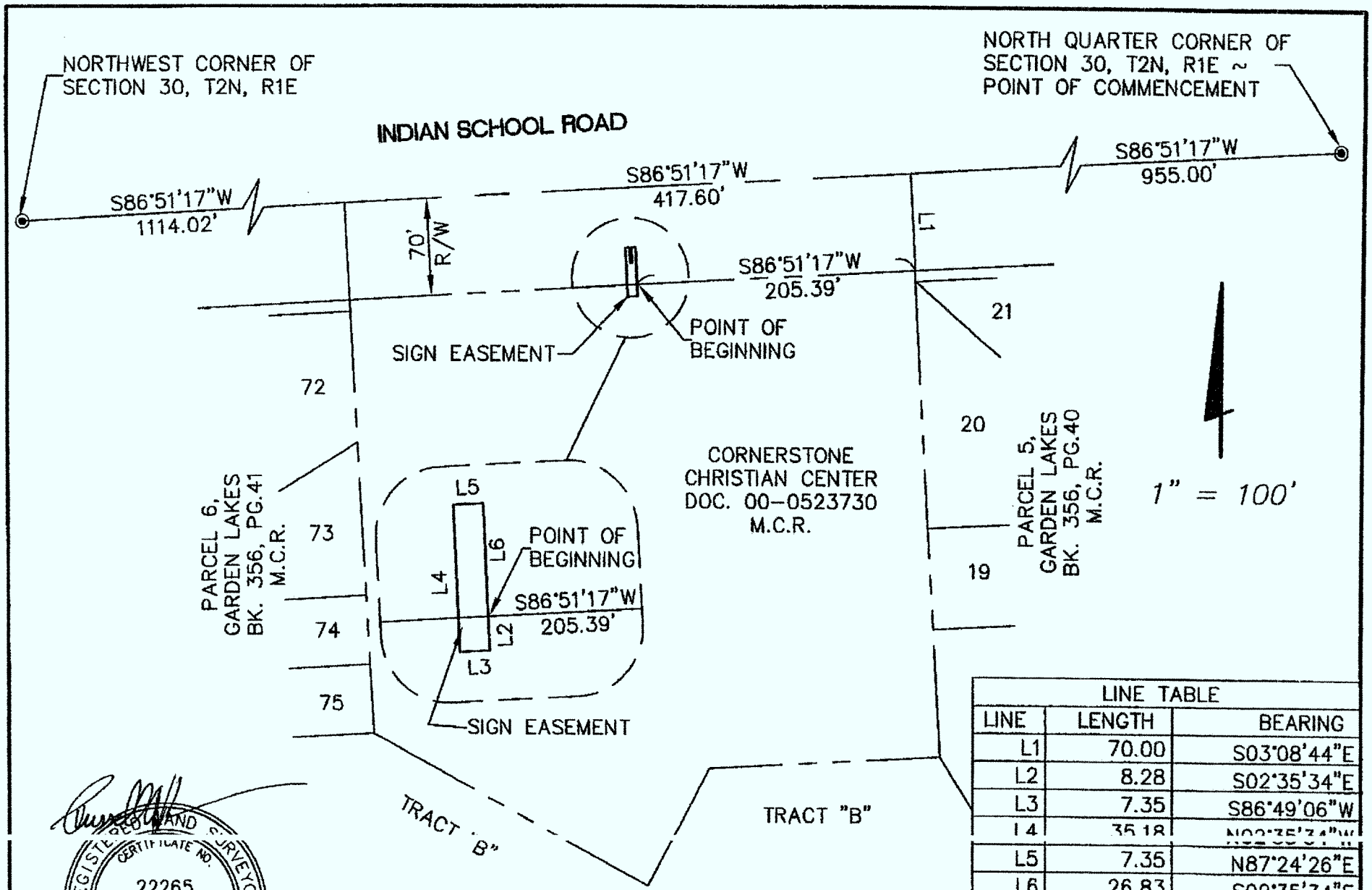
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 30;
THENCE SOUTH 86°51'17" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 955.00 FEET;
THENCE SOUTH 03°08'44" EAST, A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF PARCEL NO. 5, GARDEN LAKES, A SUBDIVISION RECORDED IN BOOK 356 OF MAPS, PAGE 40, RECORDS OF MARICOPA COUNTY, ARIZONA.
THENCE SOUTH 86°51'17" WEST ALONG THE SOUTH LINE OF THE NORTH 70.00 FEET OF SAID NORTHWEST QUARTER, A DISTANCE OF 205.39 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 02°35'34" EAST, A DISTANCE OF 8.28 FEET;
THENCE SOUTH 86°49'06" WEST, A DISTANCE OF 7.35 FEET;
THENCE NORTH 02°35'34" WEST, A DISTANCE OF 35.18 FEET;
THENCE NORTH 87°24'26" EAST, A DISTANCE OF 7.35 FEET;
THENCE SOUTH 02°35'34" EAST, A DISTANCE OF 26.83 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 258 SQ. FT.

PREPARED BY OR UNDER THE DIRECTION OF

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22265
RUSSELL ALAN
JOHNSON
Date Signed 5-11-10
ARIZONA, U.S.A.
Expires 06/30/12

RUSSELL A. JOHNSON RLS
ARIZONA REG. NO. 22265



LINE TABLE		
LINE	LENGTH	BEARING
L1	70.00	S03°08'44"E
L2	8.28	S02°35'34"E
L3	7.35	S86°49'06"W
L4	35.18	N02°35'34"W
L5	7.35	N87°24'26"E
L6	26.83	S02°35'34"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 22265
RUSSELL A. JOHNSON
Date Signed 5-11-10
ARIZONA, U.S.A.
EXPIRES 6-30-12

TITLE: SIGN EASEMENT FOR CORNERSTONE CHRISTIAN CENTER, A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA

HESS – ROUNTREE, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
9831 SOUTH 51ST STREET, SUITE C110
PHOENIX, ARIZONA 85044 (480)496-0244

DES.	DRN.	CKD.	JOB NO.
RAJ	RAJ	RAJ	1005-01

100501-SK1.DWG

CITY COUNCIL REPORT

SUBJECT:
2010 League of Arizona Cities and Towns Resolutions

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Shirley Gunther, Intergovernmental Affairs Manager (623)333-1612

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council review the proposed 2010 League of Arizona Cities and Towns Resolutions and appoint a member from the Avondale City Council to serve on the League Resolutions Committee.

BACKGROUND:

Each year the League of Arizona Cities and Towns holds its annual conference wherein Mayors, Council members, city management and others come together to discuss public policy issues facing municipalities and provide policy recommendations for the upcoming legislative agenda. This year the annual conference will be held August 24-27, 2010 at the Renaissance Glendale Hotel. On the first day of the conference the Resolutions Committee meets to discus specific legislative ideas proposed by municipalities.

DISCUSSION:

Following are proposed Resolutions from other Cities seeking support from the City of Avondale. Resolutions must receive support from at least two other cities to be considered.

Prior to the Annual Resolution Committee, all proposed Resolutions are reviewed and evaluated by the subcommittee of the Resolution Committee. The subcommittee may make minor editing changes for clarity, and may place submitted resolutions into the following categories: *Recommend, Adoption, Not Recommended for Passage* or any other categories at the discretion of the subcommittee. The subcommittee will report its recommendations at the Annual Resolutions Committee meeting in August.

Proposed Resolutions:

<u>On-line Publication Notification</u>
Requests that statutes, including A.R.S. §39-204, requiring publication of notices, agendas, reports, and other statutorily mandated publications, in a newspaper, be amended to allow cities and towns the option to publish on an official website. (Proposed by the City of Yuma)

<u>Certificate of Need</u>
Amend the laws and regulations concerning the Certificate of Necessity (CON) processes and requirements to grant cities & towns the authority to provide emergency ambulance transportation services within their jurisdictions. The State should issue a CON to any city or town that has the ability to provide such services to persons in such jurisdiction. (Proposed by the City of Yuma)

State Liquor Law Modification
Urges the Legislature to modify state liquor laws to enhance the ability of municipalities to address community related problems associated with liquor establishments, such as requiring the Department of Liquor Licenses and Control and the State Liquor Board give greater consideration to city recommendations on proposed liquor licenses. (Proposed by the City of Prescott)

Price Range RFP Modification
Urges the Legislature to modify State Statutes to allow cities and towns to request a price range in a Request for Proposal or Statement of Qualification solicitation for Professional Services. (Proposed by the City of Prescott)

Resolution Committee:
The make-up of the Resolution Committee consists mostly of Mayors from each City or Town. In some instances the Vice Mayor or a Council Member represents the municipality. Only one elected official from each City or Town shall be appointed to the Committee. The Avondale Council appoints one member from the City Council to sit on this committee.

RECOMMENDATION:

Staff recommends that the City Council review the proposed 2010 League of Arizona Cities and Towns Resolutions and appoint a member from the Avondale City Council to serve on the League Resolutions Committee.

ATTACHMENTS:

Click to download

- Yuma CON Resolution
- Yuma On Line Publication Resolution
- Prescott Liquor Law Modification
- Prescott Price Range in RFP

Amend the laws and regulations concerning the Certificate of Necessity (CON) processes and requirements to grant cities & towns the authority to provide emergency ambulance transportation services within their jurisdictions. The State should issue a CON to any city or town that has the ability to provide such services to persons in such jurisdiction.

Submitted by: City of Yuma,

* * * * * * * * * * * * * * *

B. Purpose and Effect of Resolution

It is time to rethink Arizona's ambulance regulations. There are currently many local governments that are ready to improve their emergency medical services, but cannot because of the statutory scheme and rules developed by the Arizona Department of Health Services Bureau of Emergency Medical Services. If allowed, many local governments could improve the emergency medical services to their citizens. Local governments would work to coordinate the system across municipal and provider CON boundaries as they already have done with urban fire services. Integrated transport systems could also be provided. This would result in increased quality assurance and system efficiencies, in both service levels and cost.

Arizona's former Auditor General, Douglas R. Norton, in his 1999 performance audit made a number of pertinent findings, including that the CON process "does not meet goals, is an unnecessary form of regulation", and that the system "limits competition". When explaining how the system was flawed Mr. Norton explained that the system was a barrier to local government involvement. The 1999 audit asks the State to convene a committee to find ways to include local government and adequately regulate real quality indicators.

The CON legislation should be amended so that any municipality can provide emergency ambulance transport services using their own fire department.

B. Relevance to Municipal Policy

By allowing Cities to provide emergency medical transport services themselves, the quality of the service can be improved. The local government will have effective control over this important public safety function and have the ability to integrate the function into their public safety infrastructure. Local government will also be able to effectively integrate the EMS transportation function into mutual aid agreements and emergency management function without the artificial barriers inherent in the current CON system.

C. Fiscal Impact to Cities and Towns

The ability to make local decisions about EMS transportation will provide opportunities for local governments to evaluate costs. Efficiencies can be achieved and costs recovered

resulting in a lessening of the need for general fund dollars for public safety. Local governments providing these services will result in a managed costs and cost recovery.

D. Fiscal Impact to the State

The State should see a reduction in the need to monitor and adjudicate disputes between ambulance providers. This will be a cost reduction. The Auditor General in his report suggested that the CON process was not cost efficient or needed.

E. Contact Information

Name: Connie Scoggins **Title:** Assistant City Attorney

Phone: (928) 373-5055 **Email:** Connie.Scoggins@YumaAZ.gov

Requests that statutes, including A.R.S. §39-204, requiring publication of notices, agendas, reports, and other statutorily mandated publications, in a newspaper, be amended to allow cities and towns the option to publish on an official website.

Submitted by: City of Yuma,

* * * * * * * * * * * * * * *

A. Purpose and Effect of Resolution

There are no less than 26 statutes, including 16 in Title 9, that require cities and towns to publish, in a newspaper, notices, agendas, financial reports, etc. These statutes specify the number of times a notice must be published and when and where publication must be made. Some statutes also dictate the size of the notice (e.g. quarter page) and the font size. Publication must be in a newspaper of general circulation having "a bona fide list of paying subscribers", in the county where the city is located.

Yuma (population approximately 90,000) has only one local daily newspaper which has an average, county-wide, daily circulation of 21,000-22,000. The current trends indicate that more and more people are accessing news and information through electronic media and the internet rather than through traditional news and information sources, such as newspapers or other publications. Allowing cities and towns to publish required notices to an official municipal website or other electronic media, or to a newspaper in a form and format selected by the municipality, may reach exponentially more people at a lesser cost, freeing those resources for vital municipal services.

B. Relevance to Municipal Policy

Cities seek to provide the most information to the widest audience as quickly as possible. The internet is rapidly overtaking newspapers as the primary source of news and information. Posting required notices on an official website will reach a wider audience in less time and keep citizens better informed on matters that affect them.

C. Fiscal Impact to Cities and Towns

Allowing cities the option to publish on their website will free these funds for critical services. Expenditures by City: (*through _____)

	08-09*	07-08	06-07
Yuma	$27,685	$35,158	$27,978

D. Fiscal Impact to the State

There is no anticipated fiscal impact to the state.

E. Contact Information

Name: Connie Scoggins Title: Assistant City Attorney

Phone: (928) 373-5055 Email: Connie.Scoggins@YumaAZ.gov

Prescott Resolution #1

Urges the Legislature to modify state liquor laws to enhance the ability of municipalities to address community related problems associated with liquor establishments, such as requiring the Department of Liquor Licenses and Control and the State Liquor Board give greater consideration to city recommendations on proposed liquor licenses.

Submitted by:

City of Prescott

A. Purpose and Effect of Resolution

This resolution proposes to modify state liquor laws to improve the ability of municipalities to address public safety and quality of life concerns associated with problem liquor establishments, primarily through the State Liquor Department and Board. Some examples are as follows: 1) Allow cities to request a hearing of the State Liquor Board at the time of renewal for existing licenses when sufficient reason exists to request the Board to not renew the license; and/or 2) Create a 12~month provisional permit for licenses when a municipality recommends denial of a license but the Board grants approval; and/or 3) Modify the definition of licensed premises to include parking lots of bars and liquor stores; and/or 4) Hold license applicants accountable to commitments made during the application process. 5) Modify the membership of the State Liquor Board to include a municipal law enforcement representative. 6) Give careful consideration to a municipality's concerns regarding the owner/manager, particularly when factual research demonstrates poor past performance.

B. Relevance to Municipal Policy

Poorly managed liquor establishments pose considerable problems for law enforcement and surrounding neighborhoods, such as crime, noise violations and parking issues. Reforms to liquor laws increasing the consideration of impacts to neighborhoods would greatly enhance the ability of municipalities to protect public safety and quality of life in these neighborhoods. Legislation addressing problem liquor establishments and changes to Arizona liquor laws have been an ongoing challenge for cities and towns. Cities and towns should have the ability to plan their communities as they believe best, including the location and operation of liquor establishments. The proposed provisions allow cities to have a greater role in the liquor licensing process for liquor establishments to ensure that are addressed.

C. Importance of Resolution to Your City or Town

Legislation addressing problem liquor establishments and changes to Arizona liquor laws have been an ongoing challenge for cities and towns. Cities and towns should have the ability to plan their communities as they believe best, including the location and operation of liquor establishments. The proposed provisions allow cities to have a greater role in the liquor licensing process for liquor establishments to ensure that are addressed.

D. Fiscal Impact to Cities and Towns

These provisions should result in fewer police calls for liquor establishment-related incidents, reducing the need for law enforcement resources and increased costs to cities and towns.

E. Fiscal Impact to the State

Anticipated costs to the State would be minimal, primarily one time administrative implementation costs by the State Liquor Department and Board.

F. Contact Information

Increase Municipal Input on Liquor Licenses

Prescott Resolution #1

Name: Joseph Brehm
Title: Intergovernmental Relations
Phone: (928) 777-1279
Email: Joe.Brehm@prescott-az.gov

CITY OF PRESCOTT RESOLUTION #2

Urges the Legislature to modify State Statutes to allow cities and towns to request a price range in a Request for Proposal or Statement of Qualification solicitation for Professional Services.

Submitted by: City of Prescott

A. Purpose and Effect of Resolution

This resolution proposes to modify State Statutes 34·103 and 34·603 to allow municipalities to request a price range for the fees associated with the services listed in a Request for Proposal/Statement of Qualifications *(RFP/SOQ)* solicitation. The price range will only be one of several criteria used to evaluate the proposals and would not be allowed to be weighted more than 20% of the total score.

B. Relevance to Municipal Policy

34-103 does not allow a municipality to consider fees for services in the selection process for certain professional services. This has led to many instances where municipalities spend weeks in the selection
process and find that the fees charged by the #1 rated firm far exceed the budgeted amount. The municipality is then required to restart the negation process with the #2 firm, and so on until a fee within the budgeted amount is agreed upon. In some cases, the municipality has to reissue the *RFP/SOQ* because they are unable
to reach an agreement on fees, resulting in months of delay in starting a project and increasing the costs associated with the project.

The *RFP/SOQ* process is an important component of any municipality's Capital Improvement Program. Any delay to the process will ultimately result in increased costs to the citizens of the municipality. Having the ability to evaluate the fee structure range at the beginning of the process will enable a municipality to save time and start the project sooner.

Fiscal Impact to Cities and Towns

This provision should allow municipalities more timely completion of their needed capital projects and other projects requiring professional services, as well as ultimately saving the taxpayers money.

D. Fiscal Impact to the State

There should be no increased fiscal impact to the State.

E. Contact Information

Prescott Resolution #2

Name: Joseph Brehm Title: Intergovernmental Relations
Phone: (928) 777-1279 Email: Joe.Brehm@prescott-az.gov

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
June 7, 2010

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding a potential contract for the auto mall.

ATTACHMENTS:

Click to download

No Attachments Available