



# CITY COUNCIL AGENDA

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

**REGULAR MEETING**  
October 4, 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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)**

a. [Recognition of Walter Fisch, APRA Volunteer of the Year](#)

b. [Code Enforcement League of Arizona Recognizes Avondale Council](#)

**3 UNSCHEDULED PUBLIC APPEARANCES**

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

**4 CONSENT AGENDA**

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

a. **APPROVAL OF MINUTES**

1. Work Session of September 20, 2010
2. Regular Meeting of September 20, 2010

b. **DESIGNATION OF VOTING DELEGATES FOR NLC ANNUAL BUSINESS MEETING**

City Council will designate a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held at the conclusion of the Congress of Cities in Denver, Colorado on December 4, 2010. The Council will take appropriate action.

c. **SPECIAL EVENT LIQUOR LICENSE - AMERICAN LEGION POST #61 - VETERANS DAY OPEN HOUSE**

City Council will consider a request from Ms. Constant Joy Parrish for a Special Event Liquor License to be used in conjunction with a Veterans Day Open House to be held at the Post located at 35 N. 8th Street in Avondale starting on Saturday, November 13 at 10:00 a.m. and ending at 2:00 a.m. on Sunday, November 14, 2010. The Council will take appropriate action.

d. **COOPERATIVE AGREEMENT – COLORADO SPORTS MONSTER, LLC**

City Council will consider a request to approve a Contractor Agreement with Colorado Sports Monster, LLC to establish jointly-sponsored athletic programs with the City of Avondale through the Parks, Recreation, and Libraries Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **PROFESSIONAL SERVICES AGREEMENT - R&R ADD DESIGN**

City Council will consider a request to award a professional services agreement to R&R Add Design for printing services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **PROFESSIONAL SERVICES AGREEMENT - CENTURY GRAPHICS**

City Council will consider a request to award a professional services agreement to Century Graphics for printing services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **CHANGE ORDER NO. 1 - VISUS, INC. - AVONDALE/ENCANTO BOULEVARD IMPROVEMENTS PROJECT**

City Council will consider a request to approve Change Order No. 1 to the Avondale Boulevard and Encanto Boulevard Intersection Improvement Construction Contract with Visus, Inc. in the amount of \$61,094.70, and authorize the transfer of \$62,000 from CIP Street Fund Line Item 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart to CIP Street Fund Line Item 304-1179-00-8420, Traffic Signal - Avondale/Encanto. The Council will take appropriate action.

h. **RESOLUTION 2931-1010 - INTERGOVERNMENT AGREEMENT WITH ARIZONA BOARD OF REGENTS FOR PARTICIPATION IN THE ARIZONA VIOLENT DEATH REPORTING SYSTEM**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Board of Regents relating to participation in the Arizona Violent Death Reporting System and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **RESOLUTION 2933-1010 - MARICOPA COUNTY COMMUNITY WILDFIRE PROTECTION PLAN**

City Council will consider a resolution adopting the Maricopa County Community Wildfire Protection Plan. The Council will take appropriate action.

j. **RESOLUTION 2934-1010 - INTERGOVERNMENTAL AGREEMENT WITH REGIONAL PUBLIC TRANSIT AUTHORITY FOR ADA SERVICES**

City Council will consider a resolution approving the third amendment to the Intergovernmental Agreement with the Regional Public Transit Authority for FY 2011 Paratransit Services and authorizing the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **ORDINANCE 1428-1010 - RIGHT OF WAY ANNEXATION - DYSART ROAD SOUTH OF OSBORN ROAD**

City Council will consider an ordinance annexing a segment of right of way along Dysart Road where it crosses the Roosevelt Irrigation District canal just south of Osborn Road. The Council will take appropriate action.

l. **ORDINANCE 1427-1010 - GRANTING AN EASEMENT TO SRP - AVONDALE BLVD AND MCDOWELL RD IMPROVEMENT PROJECT**

City Council will consider an ordinance dedicating a parcel of land that is required for the Avondale Boulevard and McDowell Road Improvement Project and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation. The Council will take appropriate action.

5 **AVONDALE MUNICIPAL ART COMMITTEE UPDATE**

The Council will receive an update from the Avondale Municipal Art Committee on the Committee's achievements and future public art projects. For discussion and direction only.

6 **PROPOSED AMENDMENT TO THE MUNICIPAL ART COMMITTEE BYLAWS**

City Council will receive information regarding proposed amendments to the Municipal Art Committee Bylaws. For information, discussion and direction.

**7 EXECUTIVE SESSION**

- a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the acquisition of real property on Avondale Boulevard.
- b. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to considers its position and instruct the City Attorney regarding the Council's position regarding potential litigation regarding the ground water polution plume.

**8 ADJOURNMENT**

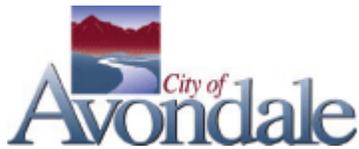
Respectfully submitted,



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:**

Recognition of Walter Fisch, APRA Volunteer of the Year

**MEETING DATE:**

October 4, 2010

**TO:** Mayor and Council

**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

To recognize and honor Walter (Wally) Fisch, President of the Avondale Senior Site Council, on being named Volunteer of the Year at the Annual Arizona Parks and Recreation Association (APRA) Conference.

**BACKGROUND:**

On Thursday, September 2, 2010, Walter (Wally) Fisch was honored with the Volunteer of the Year at the Annual Arizona Parks and Recreation Association (APRA) Conference.

Following the passing of his wife of 50 years, Wally Fisch joined the Avondale Senior Center three years ago as a way to manage his grief over her loss. Walter's first days at the center were filled with loneliness, but he soon started making friends. He started volunteering at the center, first as a bingo caller, then as a backup exercise instructor, then he started helping with the weekly Brown Bag program and finally anything that needed to be done. With Walter at the helm, the Senior Center began to change.

**DISCUSSION:**

In March 2008 Walter was elected President of the Senior Site Council, a board made up of participating seniors that advise senior center staff on matters which impact the delivery of services at the center. Due to his efforts he was able to get \$500 worth of in-kind and cash donations to help with center operations. Walter was also instrumental in increasing revenues from fundraisers for the seniors. He, along with other members of the Site Council, created a daily snack bar and weekly breakfast program for the seniors who come to the center. Annual revenue for these programs have raised over \$9,000 to help offset program costs.

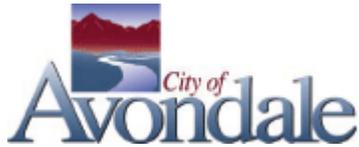
Walter has also been instrumental in getting the community involved with fundraising efforts. He has planned and organized community breakfasts, yard sales and tamale sales. The seniors hold two tamale sales a year and in 2009 they raised almost \$2,000 from these two events. He also volunteers at City of Avondale special events. He helped to promote senior programs at the 2009 Bike Fest and 2010 Art Walk. In April 2009 Walter participated in the Senior Action Day at the Arizona State Legislature. He met with Representative Barbara McGuire to share concerns seniors had about funding for senior centers. He shared with Representative McGuire how important senior centers were to this population, not only the services they provide, but how coming to the centers, decreases the isolation and loneliness seniors feel. In May 2009 Walter joined the Honorable Marie Rogers, mayor for the City of Avondale and other Senior Site Council members, as they met with Arizona Senator Richard Miranda to talk about support for continued state funding for senior programs.

Staff from the Avondale Senior Center submitted his name for consideration for the APRA Volunteer of the Year Award. Walter Fisch was present at the organization's awards banquet on Sept. 2, 2010 to receive the honor.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Code Enforcement League of Arizona Recognizes  
Avondale Council

**MEETING DATE:**  
October 4, 2010

**TO:** Mayor and Council

**FROM:** Shirley Gunther, Intergovernmental Relations Manager (623) 333-1612

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

To recognize the Avondale Mayor and Council for their leadership and support of Laws 2010, Chapter 241, (SB 1135) relating to aggravated assaults against code enforcement officers.

**BACKGROUND:**

As one of the State Legislative priorities during the 2010 Regular Legislative Session, the Avondale City Council sought to amend the code enforcement statutes as it related to aggravated assaults. Through the introduction of SB 1135, sponsored by Senator John Nelson, the legislature adopted the measure thereby clarifying that an assault by an individual on a code enforcement officer shall be recognized as a Class 6 felony for aggravated assault.

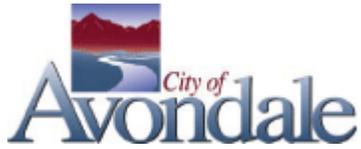
**DISCUSSION:**

Presentation by CELA.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
October 4, 2010

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

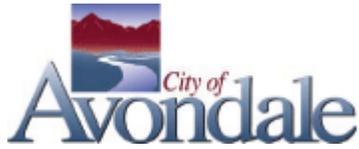
**PURPOSE:**

1. Work Session of September 20, 2010
2. Regular Meeting of September 20, 2010

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Designation of Voting Delegates for NLC Annual Business Meeting

**MEETING DATE:**

October 4, 2010

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

**PURPOSE:**

City Council will designate a primary and an alternate voting delegate to represent Avondale at the National League of Cities' Annual Business Meeting to be held in Denver, Colorado on December 4, 2010.

**BACKGROUND:**

The National League of Cities Annual Business Meeting will be held at the conclusion of the Congress of Cities and Exposition in Denver, Colorado on Saturday, December 4, 2010.

Based on population as of the 2000 Census, the City of Avondale is entitled to cast one vote at the meeting. The NLC bylaws require that voting delegates be officially designated by the City Council in order to be eligible to cast the City's vote at the meeting.

Mayor Rogers and Council Member Karlin will be attending the National League of Cities' Congress of Cities in Denver, Colorado.

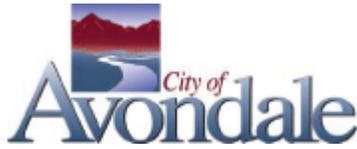
**RECOMMENDATION:**

Staff recommends that the Council designate Mayor Rogers as the primary voting delegate and Council Member Karlin as the alternate voting delegate to represent and cast a vote on behalf of the City of Avondale at the Annual Business Meeting of the NLC to be held on December 4, 2010 in Denver, Colorado.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Special Event Liquor License - American Legion  
Post #61 - Veterans Day Open House

**MEETING DATE:**

October 4, 2010

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

**PURPOSE:**

City Council will consider a request from Ms. Constant Joy Parrish for a Special Event Liquor License to be used in conjunction with a Veterans Day Open House to be held at the Post located at 35 N. 8th Street in Avondale starting on Saturday, November 13 at 10:00 a.m. and ending at 2:00 a.m. on Sunday, November 14, 2010.

**DISCUSSION:**

The City Clerk's Department has received an application from Ms. Constant Parrish on behalf of the American Legion Post #61 for a Special Event Liquor License to be used in conjunction with a Veterans Day Open House.

The event will held at the Post located at 35 N. 8th Street in Avondale from 10:00 a.m. on Saturday, November 13, 2010 until 2:00 a.m. on Sunday, November 14, 2010. The required fees have been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police and Fire Department have reviewed the application and are recommending approval. Their comments are attached.

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

1. The event will be open to the public.
2. Criminal history of the applicant - A background check of the representative, Ms. Constant Parrish, revealed no contact with the Avondale Police Department.
3. The event is a fundraiser.
4. Security measures taken by the applicant - no additional security will be necessary.
5. Beer, wine and spirituous liquors will be served.
6. Beverages will be dispensed in disposable cups and cans.
7. This organization last applied for a special event liquor license in December 2007. There were no incidents or disturbances associated with that event.
8. Event activities will be confined to the Post so there is no potential for problems in the neighborhood in terms of noise, hours and time of the event.
9. The event will last 16 hours.
10. Sanitary facilities are available inside the Post.
11. Zoning designation at this location is A-1 General Industrial. Development Services staff has indicated that the proposed use will not result in incompatible land uses.
12. Anticipated daily attendance is 300.
13. Entertainment will be provided by a DJ who will use his own amplification equipment.
14. Per the Police Department, no traffic control measures will be necessary.

**RECOMMENDATION:**

Staff is recommending approval of the request from Ms. Constant Parrish on behalf of the American Legion Post #61 for a Special Event Liquor License Application to be used in conjunction with a Veterans Day Open House to be held at the Post located at 35 N. 8th Street in Avondale starting at 10:00 a.m. on Saturday, November 13, 2010 until 2:00 a.m. on Sunday, November 14, 2010.

**ATTACHMENTS:**

Click to download

 [Application](#)

 [Departmental Review](#)

**ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL**

800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
(602) 542-5141



400 W Congress #521  
Tucson AZ 85701-1352  
(520) 628-6595

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee = \$25.00 per day, for 1-10 day events only  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**

**\*\*APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY  
LIC#

1. Name of Organization: AMERICAN LEGION POST #61
  2. Non-Profit/I.R.S. Tax Exempt Number: 86-0171489  
86-0171489
  3. The organization is a: (check one box only)
    - Charitable
    - Fraternal (must have regular membership and in existence for over 5 years)
    - Civic
    - Political Party, Ballot Measure, or Campaign Committee
    - Religious
  4. What is the purpose of this event? VETERAN'S DAY OPEN HOUSE
  5. Location of the event: 35 N 8<sup>th</sup> ST AVONDALE, AZ MARICOPA 85323  
Address of physical location (Not P.O. Box) City County Zip
- Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**
6. Applicant: PARRISH CONSTANT JOY 9/5/42  
Last First Middle Date of Birth
  7. Applicant's Mailing Address: 35 N 8<sup>th</sup> ST AVONDALE AZ 85323  
Street City State Zip
  8. Phone Numbers: 602 932-4960 602 932-6916   
Site Owner # Applicant's Business # Applicant's Home #
  9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>Nov. 13, 2010</u>	<u>SAT.</u>	<u>10 AM</u>	<u>2 AM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)
11. This organization has been issued a special event license for 1 days this year, including this event  
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement.
13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of Alcoholic Beverage Sales.**

Name	Address	Percentage
AMERICAN LEGION	POST # 61	
35 N 8 <sup>th</sup> ST	AVONDALE, AZ 85323	100%

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

~~\_\_\_\_\_~~ # Police CP  Fencing  
~~\_\_\_\_\_~~ # Security personnel NO  Barriers

ALL BARTENDERS HAVE HAD LIQUOR TRAINING, (ALONG WITH THE APPLICANT) & WE WILL INSURE ALL PERSONNEL WILL HAVE PROPER IDENTIFICATION PRIOR TO BEING SERVED ALCOHOL.

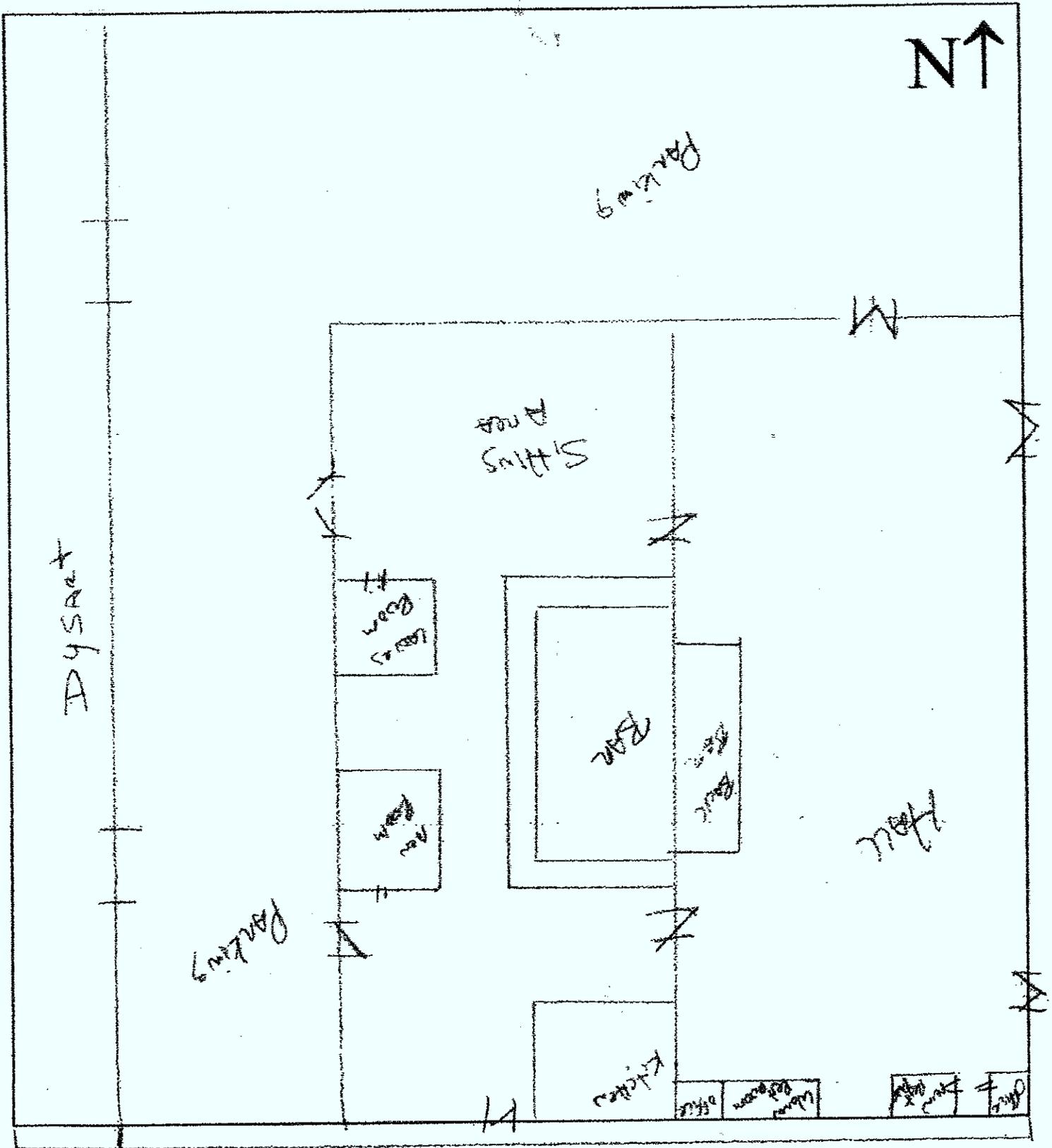
16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO  
(ATTACH COPY OF AGREEMENT)

AMERICAN LEGION POST # 61 (623) 932-6916  
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Richard Dollahan, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Richard Dollahan (Signature) FINANCE OFFICER (Title/Position) 9/13/2010 (Date) 623-535-4758 (Phone #)



State of ARIZONA County of MARICOPA  
The foregoing instrument was acknowledged before me this

13 Day Sept Month 2010 Year

Paul G. De Santi (Signature of NOTARY PUBLIC)

My Commission expires on: \_\_\_\_\_ (Date)



**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, CONSTANT JOY PARRISH, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Constant Joy Parrish (Signature)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

13 Day Sept Month 2010 Year

Paul G. De Santi (Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_ (Date)

**You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) hereby recommend this special event application on behalf of \_\_\_\_\_ (City, Town or County) \_\_\_\_\_ (Signature of OFFICIAL) \_\_\_\_\_ (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
\_\_\_\_\_  
(Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title) (Date)

**SERIES: 15 SPECIAL EVENT LICENSE (Temporary)**

**Non-transferable**

**On-sale retail privileges**

**PURPOSE:**

**Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.**

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:**

**The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county, where the special event is to take place, for approval or disapproval.**

**If the application is approved by the local authority, and the event meets the requirements for granting the license, the DIRECTOR will issue a special event license to the qualifying organization.**

**Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.**

**The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of Alcoholic Beverage Sales of the special event.**

**A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; except that, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.**

**AVERAGE APPROVAL TIME: One (1) to seven (7) days.**

**PERIOD OF ISSUANCE:**

**Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location, or additional licenses will be required.**

**FEES: \$25.00 per day.**

**ARIZONA STATUTES AND REGULATIONS:**

**ARS 4-203.02, 4-244, 4-261; Rule R19-1-214, R19-1-244, R19-1-250.**

**Disabled individuals requiring special accommodations please call (602) 542-9051**

**Arizona Department of Liquor Licenses and Control  
800 W Washington Street  
Phoenix, Arizona 85007-2934**

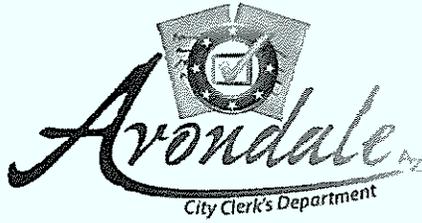
**Crandall Palmer Post # 61, the American Legion, agrees to suspend their liquor license during the hours of 10:00 AM and 2:00 AM on Saturday, November 13, 2010. We are located at 35 N. 8<sup>th</sup> Street, Avondale, Arizona 85323.**

**Thank you,**

A handwritten signature in black ink that reads "Constant Joy Parrish". The signature is written in a cursive, flowing style.

**Constant Joy Parrish  
Club Steward**





**DEPARTMENTAL REVIEW FORM**

TYPE OF LICENSE:

SPECIAL EVENT LIQUOR LICENSE

ROUTING:

POLICE DEPARTMENT

FIRE DEPARTMENT

---

APPLICANT'S NAME: CONSTANT JOY PARRISH

ORGANIZATIONS NAME: AMERICAN LEGION POST #61

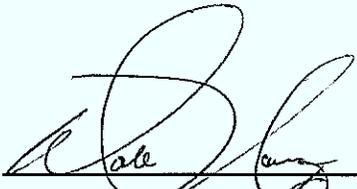
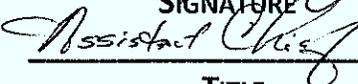
EVENT ADDRESS: 35 N. 8<sup>TH</sup> ST.

CITY: AVONDALE      STATE: AZ      ZIP CODE: 85323

PURPOSE OF EVENT: DINNER/DANCE

DEPARTMENTAL COMMENTS:

APPROVED  
 DENIED

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE

9-16-2010  
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: **OCT. 4, 2010**  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: **SEPT. 22, 2010**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

SPECIAL EVENT LIQUOR LICENSE

**ROUTING:**

POLICE DEPARTMENT

FIRE DEPARTMENT

---

**APPLICANT'S NAME:** CONSTANT JOY PARRISH

**ORGANIZATIONS NAME:** AMERICAN LEGION POST #61

**EVENT ADDRESS:** 35 N. 8<sup>TH</sup> ST.

**CITY:** AVONDALE      **STATE:** AZ      **ZIP CODE:** 85323

**PURPOSE OF EVENT:** DINNER/DANCE

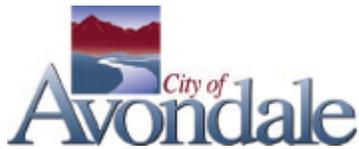
**DEPARTMENTAL COMMENTS:**

APPROVED  
 DENIED

Joan J. Gorm  
SIGNATURE  
Fire Inspector  
TITLE

9/20/10  
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: OCT. 4, 2010  
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: SEPT. 22, 2010



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Agreement – Colorado Sports  
Monster, LLC

**MEETING DATE:**

October 4, 2010

**TO:** Mayor and Council

**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a Contractor Agreement with Sports Monster to establish jointly-sponsored athletic programs with the City of Avondale (the City) through the Parks, Recreation, and Libraries Department (PRLD).

**BACKGROUND:**

PRLD manages and operates sports programming and field use allocations for the City of Avondale. An average of twenty-eight (28) user groups use the facilities annually and an average of over 500,000 individuals play sports in both City of Avondale and user group programs. Some of the non-city programs and leagues are managed and operated by volunteers and some of them struggle to develop programming that is professionally managed and cost effective for both the organization and the participants. These groups have requested that the City of Avondale Parks and Recreation staff develop joint programs to benefit both the City and the user groups.

**DISCUSSION:**

On January 5, 2010, the City of Avondale issued a Request for Qualifications (RFQ) for cooperative sports and recreational activity programming. The RFQ was in response to numerous requests to develop joint programming with outside groups to enhance sports program offerings for the City and assist with program management of the local sports groups. Sports Monster was one of two (2) selected bidders for joint sports programming. The City and Sports Monster will collaborate on the following programming:

Adult and Youth Flag Football

Staff, in conjunction with our City Attorney developed the Contractor Agreement which stipulates the terms and conditions regarding the program (Attachment 1). The term of the agreement is for one (1) year with a maximum of three (3) additional one-year terms. The additional terms must be agreed upon by both parties through an annual review by a designated representative of both parties. Either party can dissolve the agreement with cause after a 60 day notification. The City will continue to develop agreements with other sports organizations to enhance services and programs for City of Avondale resident and park users.

**BUDGETARY IMPACT:**

The Contractor Agreement with Sports Monster will establish cost recoverable programs only. All program expenses will be recovered. There will be no cost to the City of Avondale for programming associated with this agreement.

**RECOMMENDATION:**

Staff recommends that the City Council approve a Contractor Agreement with Colorado Sports Monster, LLC to establish jointly-sponsored athletic programs with the City of Avondale (the City) through the Parks, Recreation, and Libraries Department (PRLD).

**ATTACHMENTS:**

Click to download

 [Contractor Agreement](#)

**CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
COLORADO SPORTS MONSTER LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of October 4, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Colorado Sports Monster, LLC, a Colorado limited liability company (the "Contractor").

RECITALS

A. The City issued a Request for Proposals "Request for Proposals for Cooperative Sports and Recreational Activity Programming (PR 10-029.2)" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for cooperative sports and recreational programming services at one or more City park facilities (collectively, the "Parks").

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for cooperative sports and recreational programming services at the City's Parks (collectively, the "Services" or the "Programs").

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 as follows:

1. Term of Agreement. 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"), unless terminated as otherwise provided herein. This Agreement may be renewed for up to two additional one year terms (each a "Renewal Term") if deemed in the best interests of the City and subject to availability and appropriation of funds for renewal in each subsequent year. Such renewal shall occur upon the City's written notice to the Contractor given not later than 30 days prior to the end of the then-current term. The Initial Term and any Renewal Terms are collectively referred to as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. Upon completion of each Program, the City shall pay the Contractor an amount equal to the total fees collected for each Program less 35%, which shall be retained by the City, for each Program.

4. Payments. The City shall pay the Consultant after the completion of each Project as set forth in the Scope of Work, attached hereto as Exhibit C. All invoices shall document the information required by Subsection 2.1(g) of the Scope of Work, attached hereto as Exhibit C.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. Performance of the Services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. 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. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

(a) Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

(b) No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

(c) Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

(d) Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

(e) Primary Insurance. The Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

(f) Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

(g) Waiver. All policies, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

(h) Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

(i) Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Contractor shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Contractor. The Contractor shall be responsible for executing the agreement with the subcontractor and obtaining certificates of insurance verifying the insurance requirements.

(j) Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by the Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2. Required Insurance Coverage.

(a) Commercial General Liability. The Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

(b) Vehicle Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

(c) Workers’ Compensation Insurance. The Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal

employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled 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 an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement 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 Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

14. Logos, Service Marks and Trademarks.

14.1 Ownership of Marks. The City owns the logos, service marks and trademarks depicted on Exhibit D, attached hereto and incorporated herein by reference (the “City’s Logos”). The Contractor owns or has the owner’s permission to reproduce, distribute, license or otherwise use each and every logo, service mark and trademark depicted on page one of the Contractor’s Proposal, attached hereto as Exhibit B (the “Contractor’s Logos”). Collectively, the City’s Logos and the Contractor’s Logos may be referred to hereinafter as the “Logos.”

14.2 Approval of Use. Neither Party shall use any service marks, trademarks, logos or other marks of the other Party or any other third-party without the express written approval of the other Party or any other third-party. The use of any marks must comply with the owner’s requirements, including using the “circle R” indication of a registered trademark, if applicable.

14.3 Grant of License. Upon the terms and conditions herein set forth, the City hereby grants to the Contractor a license to use the City’s Logos and the Contractor hereby accepts the right, license and privilege of using the City’s Logos in connection with the Services. Likewise, the Contractor hereby grants to the City a license to use the Contractor’s Logos and the City hereby accepts the right, license and privilege of using the Contractor’s Logos in connection with the Services.

14.4 Additional Marks. The City and the Contractor may add logos, trademarks, service marks and trade names to this Agreement at any time by an amendment to Exhibit D or Exhibit B, respectively, attached with the added logos or marks identified and the date of license of each of the new logos or marks specified. From and after the date specified as the date of license for a new logo or mark, such logo or mark shall be included in the City’s or Contractor’s Logos, respectively, and shall be subject to the terms and conditions of this Agreement.

14.5 Non-exclusive, Limited License. The license granted by each Party to the other Party for use of the licensing Party’s Logos is not exclusive and each Party may use its own Logos itself and may license its own Logos to other parties during the term of this Agreement. Each Party may use any of the Logos in performance of this Agreement for the duration of this Agreement only within the United States.

14.6 Duration. The term of the license hereby granted shall be effective for the duration of this Agreement, including any Renewal Terms.

14.7 Recognition of Goodwill. The Contractor recognizes the great value of the goodwill associated with the City’s Logos and acknowledges that the City’s Logos and all rights therein and goodwill pertaining thereto belongs exclusively to the City, and that any trade

names, trademarks and service marks included in the City's Logos have secondary meaning in the mind of the public.

14.8 Validity of License. The Contractor agrees that it will not during the term of this Agreement, or thereafter, attack the title or any rights of the City in and to any of the City's Logos or attack the validity of the license granted by the City to the Contractor under this Section 14.

14.9 Infringement Protection. Contractor agrees to assist the City to the extent necessary in the procurement of any protection or to protect any of the City's right to any of the Logos. Contractor agrees that it will, during the term of this Agreement and any Renewal Terms, defend any attack by third-parties on the validity or right to use any of the Logos and that it will take action on account of any infringements or imitations by others of any of the Logos. Each Party shall immediately notify the other Party of any claim by any third party arising from the use by the Contractor or the City of any of the Logos or of any infringement or imitations of the Logos of which the notifying Party becomes aware.

14.10 Quality of Use; Use Subject to Approval. Each Party agrees that the products to be sold or distributed and the services to be rendered using the other Party's Logos shall be of high standard and shall be of such style and quality as to be adequate and suited to the protection and enhancement of the other Party's Logos and any goodwill pertaining thereto. To this end, each Party shall permit the licensing Party at any time, and from time to time, to review and monitor the products manufactured, sold or distributed by the other Party to determine the character and quality of such products. The licensing Party shall in its sole discretion determine whether the products meet the standards set forth in this paragraph, but shall act reasonably in so doing. If the licensing Party objects to a particular usage of the Logos as not meeting its standards, then the other Party shall revise, correct or remove that particular usage as soon as commercially reasonable upon written notice from the licensing Party.

14.11 No Waiver of Remedies. Each Party acknowledges that its failure to cease the use of the other Party's Logos or to remove the trademarks from its corporate name at the termination or expiration of this Agreement will result in immediate and irreparable damage to the other Party and to the rights of any subsequent licensee. Each Party acknowledges and admits that there is no adequate remedy at law for such failure to cease the use of the other Party's Logos and each Party agrees that in the event of such failure, the licensing Party shall be entitled to equitable relief by way of temporary and permanent injunctions and such other relief as any court with jurisdiction may deem just and proper. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which a licensing Party is entitled under this Agreement or otherwise.

## 15. Miscellaneous.

15.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided

under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration (“OSHA”) standards.

15.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

15.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will 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 Agreement will promptly be physically amended to make such insertion or correction.

15.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.6 Relationship of the Parties. It is clearly understood that each party will 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 for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

15.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no

delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

15.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

15.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

15.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Facsimile: 623-333-0100  
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Facsimile: 602-254-4878  
Attn: Andrew J. McGuire, Esq.

If to Contractor: Colorado Sports Monster LLC  
215 South Wadsworth Boulevard, Suite 301  
Lakewood, Colorado 80226  
Facsimile: 303-231-9693  
Attn: Zach Eggleston, Western Regional Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any 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 this Agreement.

15.16 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 15.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer

sanctions laws referenced in subsection 15.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

15.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its 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). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

15.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

15.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Sample Invoice, the RFP, the Contractor's Proposal, the City's Logos and the Contractor's Logos, the documents shall govern in the order listed herein.

15.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGE]

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”**

COLORADO SPORTS MONSTER LLC,  
a Colorado limited liability company

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

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

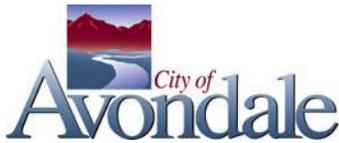
Its: \_\_\_\_\_



EXHIBIT A  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
COLORADO SPORTS MONSTER LLC

[RFP]

See following pages.



**REQUEST FOR PROPOSALS  
FOR  
COOPERATIVE SPORTS AND RECREATIONAL ACTIVITY  
PROGRAMMING**

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **PR 10-029.2**

Solicitation Title: **Cooperative Sports and Recreational Activity Programming**

Release Date: **February 11, 2010**

Advertisement Dates: **February 12 & 19, 2010 – West Valley View  
February 11, 2010 – Arizona Business Gazette**

**NON-MANDATORY**

Pre-Submittal Conference: **February 16, 2010  
11:00 a.m. (local time, Phoenix, Arizona)  
Avondale Civic Center  
Sonoran Conference Room  
11465 West Civic Center Drive  
Avondale, Arizona 85323**

Final Date for Inquiries **February 19, 2010**

Proposal Due Date and Time: **March 2, 2010  
3:00 p.m. (local time, Phoenix, Arizona)**

Shortlist Announced for Oral Interviews: **March 11, 2010**

Oral Interviews (if necessary): **March 22, 2010**

Target City Council Award Date: **April 19, 2010**

Anticipated Agreement Start Date: **April 19, 2010**

City Representatives: **Chris Reams      [creams@avondale.org](mailto:creams@avondale.org)  
623-333-2412  
Loretta Browning   [lbrowning@avondale.org](mailto:lbrowning@avondale.org)  
623-333-2029**

**\*\* The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

**Table of Contents**

<u>Section A</u>	<u>Page</u>
I. RFP Process, Award of Agreement	A-1
II. Proposal Format; Scoring	A-6
III. Oral Interviews; Scoring	A-9
IV. Vendor Information Form	A-10
 <u>Section B</u>	
Sample Contractor Agreement	B-1

**CITY OF AVONDALE  
PARKS, RECREATION AND LIBRARIES DEPARTMENT**

**SECTION A**

**PR 10-029.2**

**I. RFP PROCESS; AWARD OF AGREEMENT**

1. Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request for Proposals (this “RFP”) seeking proposals from qualified providers(s) to develop and operate sports and recreational activity programs (the “Programs” or the “Services”) in cooperation with the City. The City’s Parks, Recreation and Libraries Department is interested in attracting offerors willing to provide high quality instruction, personnel and equipment (utilizing City facilities) to afford the City’s residents a wide variety of sports and recreational programs targeting both adult and youth activities, including, but not limited to, the following:

a. Soccer Leagues	f. Kickball
b. Football (Flag and Tackle)	g. Baseball
c. Basketball	h. Softball
d. Volleyball	i. Rugby
e. Golf	j. Adaptive Sports

The City intends that the Programs shall be conducted at the following facilities:

<u>Facility</u>	<u>Address</u>	<u>Amenities</u>
Friendship Park	12325 West McDowell Road	Multi-Use Fields, Youth Baseball Fields, Football Fields
Festival Fields	101 East Lower Buckeye Road	Multi-Use Fields, Softball Fields
Donnie Hale Park	10857 West Pima Street	Softball Fields
Las Ligas Park	12421 West Lower Buckeye Road	Softball Fields

The Program(s) shall be supported by fees charged and collected by the City from persons participating in the Program. The City shall retain a set percentage of all fees collected for the Services provided, such percentage shall not be less than the following:

Recreation Centers/Parks: 20%  
Senior Programs: 15%

In accordance with the City’s Procurement Code, the City will accept competitive sealed proposals (“Proposals”) for the Services specified in the Scope of Work in the Contractor Agreement, and incorporated herein by reference. Proposals may be for the operation of one or more Programs in cooperation with the City and the City reserves the right to select one or more providers for each Program. The City will accept and consider Proposals for sports or activity programs not specifically listed above.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

- a. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.
- b. Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- c. Vendor cannot demonstrate financial stability.
- d. Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original** and **four (4) copies (five (5) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **twenty (20)** pages to address the Proposal criteria (excluding resumes, the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 1/2” x 11”, showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt**. Failure to adhere to the page limit and size criteria and font size shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

SECTION A

---

2.4. Vendor Responsibilities. Responding Vendors shall (a) examine the entire RFP, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Proposal and (d) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **Cooperative Sports and Recreational Activity Programming (PR 10-029.2)**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Service Agreement in Exhibit C. A sample Fee Proposal is attached to the Professional Service Agreement as Exhibit D.

2.7. Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **180** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in

SECTION A

---

responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to one of the City Representatives via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the

**CITY OF AVONDALE  
PARKS, RECREATION AND LIBRARIES DEPARTMENT**

**SECTION A**

**PR 10-029.2**

---

City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

9. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity. It 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 or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.6 Contractor Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the scoring criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the city shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

12.3 Multiple Award. The selected Vendor(s) will be required to execute the City's standard Contractor Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. The City intends to contract with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors. If the City is unsuccessful in negotiating an Agreement with a highest-scoring Vendor for a particular Program or Service, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.3 Form of Agreement. The selected Vendor will be required to execute the City's standard Contractor Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an

Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.4 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals or portions thereof and (iii) reissue an RFP.

12.5 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Contractor Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Contractor Agreement is included herein.

## II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with the highest ranked Vendors based upon the Proposal submittal scoring.

### **Section 1: General Information**

**10 pts**

A. One page cover letter as described in Section I, 2.3.

B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.

C. Identify the location of the Vendor's principal office and the local work office, if different.

D. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.

F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.

G. Vendor Information Form (may be attached as separate appendix).

**Section 2: Experience and Qualifications of the Vendor**

**25 pts**

A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to conducting sports or recreational programs.

B. Provide a list of at least three (3) organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following:

- (i) Name of company or organization.
- (ii) Contact name.
- (iii) Contract address, telephone number and e-mail address.
- (iv) Type of services provided.

Note: The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

**Section 3: Key Positions**

**25 pts**

A. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Program Manager.

B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

**Section 4: Program Description / Project Approach**

**30 pts**

A. Describe the Vendor’s approach to performing the required Services in the Scope of Work described in the Contractor Agreement in Exhibit C, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the City. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the City’s general representation.

**Section 5: Pricing**

**10 pts**

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor’s Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit D of the Contractor Agreement.

**Total Possible Points for Proposal:**

**100**

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor’s program approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

**Oral Interview**

10	General Information
25	Experience and Qualifications of the Vendor
20	Key Positions
<u>45</u>	Proposed Services Provided
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**SECTION A**

---

**IV. VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Contractor Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

---

\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

---

EXHIBIT B  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
COLORADO SPORTS MONSTER LLC

[Contractor's Proposal and Contractor's Logos]

See following pages.

# City of Avondale Sports Proposal

March 1st, 2010



Sports  
Monster  
Corporation

## Table of Contents

<b>1</b>	<b>General Information .....</b>	<b>3</b>
	<b>Legal Organization of Sports Monster and Vendor Information Form.....</b>	<b>4</b>
<b>2</b>	<b>Experience and Qualifications of the Vendor.....</b>	<b>5</b>
<b>3</b>	<b>Key Positions .....</b>	<b>6</b>
<b>4</b>	<b>Program Description/Project Approach</b>	
	<b>4.0 Strategy and Implementation Summary .....</b>	<b>7</b>
	<b>4.1 Competitive Edge.....</b>	<b>8</b>
	<b>4.2 Program Planning .....</b>	<b>9</b>
	<b>4.3 Sales Strategy .....</b>	<b>9</b>
	<b>4.4 Getting the Right People on Your Team .....</b>	<b>10</b>
	<b>4.5 Effectively Managing the Programs .....</b>	<b>10</b>
	<b>4.6 Alternative Approaches.....</b>	<b>10</b>
	<b>Conclusion.....</b>	<b>11</b>
<b>5</b>	<b>Fee Section .....</b>	<b>Separate Attachment</b>
	<b>Resumes.....</b>	<b>Appendix A</b>

## Section 1: General Information

*"Sports Monster leagues are the highlight of my week! We play at the nicest facilities and they are organized very well"*

Dan from the Wednesday Basketball League

*"Things can be difficult when running as many leagues as they do, but they excel at customer service and making sure we are in the know all of the time"*

Aaron from Ultimate Frisbee

*"I don't know what I would look forward to at work if I didn't have a great sports league to go to! I play broomball, basketball, softball, and kickball depending on the season!"*

Anna from Sharks with Lasers

*"Working with Sports Monster has given me a great opportunity to make some extra money while staying involved with softball, the game I love. Their personal touch makes them an excellent company to work for."*

Rick the Umpire

Since our founding in 1994, Sports Monster Corporation (SMC) has grown to have the largest geographic footprint of any league organization in the US. We currently offer adult recreational sports leagues and activities through our operations in Akron, Cleveland, Chicago, Columbus, Denver, Indianapolis (new), Kansas City, Louisville, Phoenix, Pittsburgh and St. Louis.

Our mission is to provide our participants with the best experience possible when they play with us. This experience includes on time matches, pre-paid referees/umpires for most sports, adhering to our rules, enforcing alcohol policies, and providing strong customer service via our state of the art website and local staff.

The company is privately held by the same ownership since our inception. SMC has no long term debt and we pay our bills on time. Through positive word of mouth and referrals, public and private facilities have frequently sought out SMC to partner with them.

What you will find when you select Sports Monster as your partner is a quality organization with the history and skills to provide the residents of Avondale with a great league experience while providing the city an ongoing revenue resource.

Here is a brief rundown of our experience and established business practices:

- In sixteenth year of successful operation
- Fulfill contracts with zero (0) terminations in the last five years
- Zero (0) claims that resulted in litigation during our 15 years of business
- \$2m liability and extended medical insurance
- Worker's compensation insurance policy
- Internet league functionality for registration, standings and schedules (Separate proprietary websites for Adult and Children's programming)
- Referee training and operating standards
- Purchasing agreements with vendors
- Accounting
- Banking
- Legal affairs
- Operations standards for leagues and referees
- Human resources programs in place
- Marketing/Advertising support

## **Principal Office:**

4237 N. Western Ave  
Chicago, IL 60618

## **Local Office:**

16845 N 29<sup>th</sup> Ave, Suite 519  
Phoenix, AZ 85053

## Section 2: Experience and Qualifications of the Vendor

It is of utmost importance for City of Avondale to choose a partner that has a track record of success. When it comes to running adult leagues there is no one who has done it consistently better. As of last year, we have also begun our expansion into children's programming with the goal of providing our unrivaled customer service and league operations to a new target market. While we can provide dozens of partner facility references, listed below are three municipal partners that we have worked with contractually that are similar in scope to what we would be working with in City of Avondale.

### **Organization: Chicago Parks District**

#### **Contact Information:**

541 N. Fairbanks Ct.  
Chicago IL 60611  
(312) 742-4846 | fax (312) 742-6038  
Dana Zilinski: Assistant Director - Department of Park Services  
dana.zilinski@chicagoparkdistrict.com

#### **Services Provided:**

Contract to run leagues in Chicago for multiple sports including: Broomball, Football, Kickball, Soccer, Softball, Tennis, Volleyball

### **Organization: City of Clayton Parks and Recreation**

#### **Contact Information:**

50 Gay Avenue  
Clayton, MO 63105  
314.290.8503 | Fax 314.290.8517  
Liz Hickox: Assistant Athletic and Facilities Supervisor  
ehickox@ci.clayton.mo.us

#### **Services Provided:**

Contract awarded to run former municipal leagues: Basketball

### **Organization: Town of Superior Parks and Recreation**

#### **Contact Information:**

124 East Coal Creek Drive  
Superior, CO 80027  
(303) 499-3675  
Juanita A. Dominguez - Director of Parks, Recreation and Open Space  
juanitad@townofsuperior.com

#### **Services Provided:**

Contract awarded to run children's/adult tennis leagues and classes

## Section 3: Key Positions

### **Regional Monster Manager: Zach Hoins**

The regional monster manager will be responsible for the overall success of this program. He will be responsible for certain aspects of this project including but not limited to:

- Overall management and direction of the program
- Primary contact for the City of Avondale
- Communication with City of Avondale staff in the areas of strategic planning as well as operation policies
- Direct report of the program manager
- Prepare records and audits for the City of Avondale
- Submitting program proposals to the City of Avondale

### **Program Monster Manager: Zach Eggleston**

The program monster manager will be responsible for daily management of the program. He will be responsible for certain aspects of this project including but not limited to:

- Obtaining necessary licenses to support the programs
- Recruit, hire, and supervise all staff needed to operate the programs
- Prepare the emergency contact procedure
- Post, run, and evaluate all daily aspects of programs
- Meet each season with regional monster manager as well as City of Avondale staff about the direction of the program and do evaluations
- Provide and maintain all the equipment necessary for leagues
- Create promotional gatherings and marketing opportunities with help from employees of Sports Monster Corp nationally
- Available to participate in special events as well as promotions for all the league programming

### **Program Support: Sports Monster Corp**

Sports Monster Corp has various supporting staff who may at some point be called on to be part of the process of running programs in City of Avondale. These positions include:

- Communications Monster: Online, print and media marketing and outreach
- Promotions Monster: Design of online and print promotional pieces
- Head Monster: Legal, banking and overall monster (human) resources
- Market Monster Managers: located in other SMC markets, these managers may be utilized in the City of Avondale during peak times/larger scale tournaments

## Section 4: Program Description/Project Approach

This is where the city will see the real benefits of teaming up with Sports Monster. Our company prides itself on offering the best recreational sports management services in the entire country and we look forward to bringing that to City of Avondale. We refer to this at Sports Monster as “The Overall Experience” and it is a model we use to gauge how effectively our customers are being treated. Below is an outline of our strategy and implementation process that we would use.

### 4.0 Strategy and Implementation Summary

City of Avondale has a very loyal and supportive population. Being the primary provider in this market gives Sports Monster great potential for continued success. This will be accomplished by offering a comprehensive program. Our strategy revolves around the customer satisfaction model. With satisfied customers, we intend to grow our programs by word of mouth and referral teamed with highly qualified marketing professionals on our team.

Upon being awarded your business, we will immediately set up meetings with key staff to review previous programming, pricing, concerns/problems residents had previously brought up, review former contracted referees and umpires (good/bad) and follow-up with overview planning report within 3 business days for City review. Once approved, all upcoming league programming should be posted online within 2 business days. Registrations can commence immediately at that time.

Because our online system is 100% transparent regarding participation auditing, we would encourage use of our proprietary website ([sportsmonster.net](http://sportsmonster.net)) for registrations in addition to any municipal registration program the City of Avondale utilizes. Our goal is to reach as many potential customers as possible and generate the most revenues for you. Please note that use of our site is not mandatory.

Payment to/from would be invoiced twice during each season. The first invoice would be provided two weeks into the start of a program and the balance invoice would be provided one week prior to the end of that season. If registrations are solely through SMC or the City of Avondale, there would be one invoice provided to/from that party. If registrations are allowed through both parties, SMC would provide full payment to the City of Avondale of fees collected as noted above along with invoice for return payment. Remittance would be expected within standard thirty (30) day turn around.

Upcoming seasonal offerings will be presented at least twelve (12) weeks in advance for review. We like to have upcoming programs advertised at least two (2) months in advance whenever possible – if not more.

Sports Monster does not believe in holding captains meetings for adult teams. We find that people view it as a waste of their time and they do not properly disseminate league information directly to their players. Since we will have fulltime staff in the market, customers may call or e-mail and receive prompt follow-up to their questions. Plus, our

website includes links to facility maps, upcoming leagues, registration forms and a full outline of each sport's rules. However, for our first season in the market, we will most likely hold an introductory meeting to be available to captains and any interested participants.

For children's programming, there will be a need to get parents and volunteer coaches involved. For these programs, we will have mandatory meetings to review league procedures, policies and practice times.

Following each quarterly season, Sports Monster would seek to have a review meeting with City of Avondale representatives to go over the program and upcoming ideas. Of course, we would be available to meet more often if requested and most likely will need to during the first season of operations.

## **4.1 Competitive Edge**

Compared to a single sport-centric organization or association, SMC has a distinct advantage in providing all league services to the City of Avondale. Instead of a single contractor, we are offering a professional management team with tremendous experience and expertise with 16 years experience to back it up. At SMC, we get it when it comes to sports programming. We don't believe in the "build it and they will come" philosophy. We are focused on the one thing that will make this work....the customer. And to us, our customer is both the person playing in a sports program but also the City of Avondale.

Our longevity in this business proves that Sports Monster understands how to run a program effectively. We have lost count of other organizations' demise due to poor management. The City of Avondale needs to select a partner that will be with you from the start of the contract through to the end and available for years to come. Sports Monster provides you with that peace of mind.

We always maintain an open and positive environment. We want the City of Avondale to view your partnership with SMC as a very valuable asset to both your citizens' enjoyment and the City's budgets health! We have partnered with many host facilities/municipalities in the past and our focus has been to always be available to them. There are always issues that arise and we want you to trust that when those happen you can get in contact with us. That is why we hire staff that is flexible and able to meet your needs at any time.

With Sports Monster's service mentality and focus on the big picture, long term success is our mission. SMC will set short and long term goals and focus on achieving them. We are passionate and truly love what we do. We understand what we will provide must be fun for our participants. Our program will be fun and our customers will love it and return.

## 4.2 Program Planning

Our Regional and Program Manager will create programs that will fit the needs of City of Avondale. We have templates for what we have run in our current markets that traditionally work. However, we will also seek consultative advice on what has worked in City of Avondale and what new programs the City may wish to see offered. Planning is where our expertise will come through strongly.

We would also be able to offer every sport that you have designated in Section C of the RFP. We have run all of these sports in some form over the 15 years (league, tournament, or modified portion of that sport) and would be able to implement them with ease. This is a major benefit in choosing us as we would be your one stop shop for everything you needed in league programming.

Overview of offered sports and formats:

- a. Adaptive Sports – Children’s and Adult
- b. Baseball – Boys various age groups
- c. Basketball – Boys and Girls various age groups, Adult coed/men’s/women’s
- d. Football (Flag and Tackle) – Children’s flag and tackle, Adult coed/men’s flag.
- e. Golf - Children’s instruction, Adult instruction and coed scramble
- f. Kickball – Adult coed
- g. Rugby – Adult men’s/women’s
- h. Soccer Leagues – Children’s, Adult coed/men’s/women’s
- i. Softball – Girls various age groups, Adult coed/men’s/women’s
- j. Tennis – Children’s lessons and leagues, Adult lessons and leagues
- k. Ultimate Frisbee – Adult coed
- l. Volleyball – Children’s various age groups, Adult coed/men’s/women’s

## 4.3 Sales Strategy

SMC’s partners our sales strategy with City of Avondale’s existing channels. SMC representatives will personally call all participants from previous leagues to build relationships that will encourage them in continuing to sign up. SMC will also seek to create a promotional program within the city and its schools. SMC will create flyers and brochures to create interest and help professionalize the program. SMC will create a PR publicity campaign to reach the newspapers.

As part of our first season, SMC will hold an introductory get together for interested adult captains and participants. We will also utilize that session as a registration opportunity.

In addition, SMC’s proprietary websites can help create a much wider exposure for local programming that will help generate new revenues otherwise not available strictly through municipal channels.

#### **4.4 Getting the Right People on Your Team**

This may be the most important part of the process as these are the people the citizens of City of Avondale will be seeing when they go to the leagues. Sports Monster does an excellent job in this area. We have years of experience when it comes to hiring, training and monitoring staff to properly administer our programs. We will continue our quality staffing at City of Avondale and we will make sure that your citizens have competent and qualified individuals who will be working at these events/leagues.

#### **4.5 Effectively Managing the Programs**

Once we have effectively designed the programs, marketed them to the public, and hired/contracted the needed personnel, it will be time to give the citizens of City of Avondale what they paid for. We have consistent operations when it comes to running programs on site that have been developed and perfected over the last 15 years. We will be bringing these same plans to City of Avondale which include basic game day set up all the way to entertaining league articles which give the teams an added value experience that they rarely get when playing sports through a city program. On top of this we make sure that every adult customer has coordinated social outlets with their league so that they are not just playing a softball game once a week but that they are having a great "Overall Experience".

#### **4.6 Alternative Approaches**

- A) *Individual Registration* – The majority of municipal and private leagues are not accommodating to individuals seeking to participate in team sports leagues. One of Sports Monster's hallmarks is that we have a very high success rate when it comes to accepting individual registrations and forming brand new teams or placing individuals with teams seeking players. We take the extra time to work with customers for placement and our website was designed with individual registrations in mind.

This approach has helped create a more welcoming environment. It truly gives the citizens a full program as anybody can sign up for sports even if they don't have a full team. We would implement this as a primary part of our registration process for City of Avondale leagues to help generate new revenues.

- B) *Tennis4USA* – Sports Monster has launched Tennis4USA in 2010 which involves both adults and children in a VERY comprehensive tennis program that ranges from lesson, to leagues, and tournaments. If chosen we would make a very strong effort to implement this in City of Avondale as part of your overall programming. We believe that Tennis can be a major sport for all municipalities and we want to encourage cities in giving their citizens a valuable program like Tennis4USA.

*See next page for a list of Sports Monster's current Tennis4USA program offerings:*

Tennis4USA

Tennis Leagues

Co-ed Mixed Doubles Tennis League  
Sports Monster Team Tennis (SMTT)  
Learn/Play Tennis  
Day Doubles Tennis League  
Men's Evening Doubles  
Senior Doubles Tennis League  
Men's Saturday Doubles Tennis League  
16 Best Men's Doubles Tennis League

Youth Leagues

Rally-Ball Youth Tennis League 8 – to 10 years old  
Rally-Ball Youth Tennis League 11 – 13 year olds  
Youth Intermediate Tennis League  
High School Tennis League 14 – 17 year  
Tennis Group Lesson Programs

Adults

Adult Introduction to Tennis  
Adult Beginning Tennis  
Adult Intermediate Tennis  
Cardio Tennis- Fitness Class  
Tennis Workout for Animals- Advanced Fitness Class

Junior Lessons

Pee Wee Tennis Lessons 4-6 year olds  
Little Tennis Lessons 5-7 year olds-  
Junior Beginning Tennis Lessons (7 year olds & up)-  
Junior Intermediate Tennis Lessons-  
High School Tennis Lessons

## Conclusion

We are excited at the prospect of working with City of Avondale to reach your goals in both citizen satisfaction and revenue development pertaining to Sports Programming.

Your decision to select Sports Monster will be reinforced with positive results this year and beyond. Our strong team of professionals will be very excited to serve the City of Avondale in the coming years.

Any questions about this proposal can be directed to:

Zach Hoins

[hoins@sportsmonster.net](mailto:hoins@sportsmonster.net)

303-231-9690

# Zach D Hoins

215 S Wadsworth Blvd #301  
Lakewood, CO 80226  
hoins@sportsmonster.net

## EXPERIENCE

---

### Sports Monster Corporation

Denver, CO

3/2007 - Present

#### Western Regional Manager – 12/2008 to present

- Create quarterly analysis of the western region identifying new business opportunities
- Prepare proposals selling our business plan and effectively present them to future clients
- Secured business in Phoenix that ultimately launched a new office for the western region

#### Denver Office Manager – 5/2007 to present

- Gained new facilities and expanding partnerships to make Denver the largest office in the company
  - Developed proposals and sold partnerships, resulting in 6 new facilities in my first year and the acquisition of the University of Denver's adult sports program
- Under my management the company saw 36% growth in 2008 despite economic conditions, and 25% growth in 2009
- Assisted in management of local sponsors (Kroenke Sports Enterprises, Corona, Clif Bar, Wahoo's, etc.)
- Create highly successful and sustainable office culture by valuing each employee's unique assets and position on the team

#### City Sports Manager – 3/2007 to 5/2007

- Event planning and league management requiring great attention to detail, performance under tight deadlines, and strong customer relation skills
- Managed databases to increase efficiency of our product for current and prospective customers
- Connected with existing partners/sponsors in effort to maintain current business and set climate for growth in programs for which I was managing
- 80% growth over 2006 for all leagues under my management

---

### Apex Systems Inc

Denver, CO

6/2006 – 3/2007

#### Technical Recruiter

- Worked in a high paced, results driven environment where strong verbal communication skills were absolutely necessary for success
- Interacted with clients' managers and executives to market our candidates
- #2 recruiter for the Denver Office, top 50 nationally

---

### University of Nebraska Intramural Sports Department

Lincoln, NE

1/2002 – 5/2005

#### Staff Supervisor - (5/2002 – 5/2005)

- Event manager for intramural sports at the University of Nebraska
  - Participated in conferences for Big 12 universities, collaborating to enhance Intramural Departments
  - Selected All-tournament athletes for Midwest Regional Flag Football at the University of Nebraska
-

## EDUCATION

---

**University of Nebraska**, Lincoln, NE

(8/2000 – 5/2005) Graduated with Bachelor of Science in Business Administration with a minor in History

- Business Administration degree included classes in Strategic Management, Marketing, Sports Marketing, Management, Finance, Economics, and Accounting

# ZACHARY EGGLESTON

4601 S Balsam Way Apt 1434 ► Littleton, CO 80123 ► [egglestonz@gmail.com](mailto:egglestonz@gmail.com) ► (515) 681-4211

---

## WORK EXPERIENCE:

Denver Market Manager Jan. 08- Current  
Sports Monster Corporation Denver, CO

- Manage and administer largest privatized adult recreational sports leagues in Denver Metro Area
- Handle every aspect of business including promotions, facility acquisition and maintenance, league scheduling, contractor hiring/ firing/ supervision, collections, budget development, event coordination, and customer service
- Work directly and extensively with Denver Parks and Recreation Department and other local organizations
- Oversaw 48% overall league participation growth & 100% profit increase in 2 years

Promotions Assistant and Event Coordinator Aug. '07- Dec. '07  
PlayCoed.com Denver, CO

- Managed accounts and coordinated promotional events and online interactive media for clients including Coors Distributing Company, Kroenke Sports Enterprises, Lucky Strike Lanes, Wahoo's Fish Taco, and Bally Total Fitness
- Managed and conducted successful direct marketing campaigns, resulting in increased business for league sponsors
- Promoted events and leagues through on-site league promotions and online interactive media

Credit Card Collection Representative Summers 2003-05  
Wells Fargo Card Services West Des Moines, IA

- Worked one-on-one with clients nationwide on personal accounts
- Teamed with a unit to meet monthly collection goals and objectives
- Effectively managed and oversaw hundreds of customer accounts
- Partnered with business units within and outside of Wells Fargo Corporation to meet business goals

## EDUCATION:

Bachelor of Arts degree in Business Administration (Sports Management) December 2007  
Wartburg College, Cumulative GPA: 3.5 (Graduated with Honors) Waverly, Iowa

### Research Projects:

- Designed and developed marketing plan for prototype athletic apparel sales organization
- Used market research and select criteria to develop a recommendation for the best value in the front loading washing machine industry
- Conducted survey research studying the correlation between parents' level of education and offsprings' academic performance
- Examined societal effects as well as past and future implications of the social phenomenon, urbanization
- Designed and created model fitness facility based on research regarding usability and accessibility

## HONORS:

Academic Honors: Wartburg Presidential Scholar and Dean's List

Athletic Honors: 3-year letter winner and senior leader for Conference Champion and Playoff Qualifying team

### Student Athlete

Wartburg Football

2003-2006  
Waverly, IA

- Developed and enhanced strong communication skills & qualities through team leadership roles
- Motivated team members to achieve individual and team related goals
- Four year team and individual dedication requiring 25- 30 hour weekly commitment

## VOLUNTEER:

### Service Trips

Van Meter United Methodist Youth Group

Summer 2002-03  
West Virginia & Tennessee

Community Builders

Winter Term 2004

- Participated in Wartburg- Waterloo Community Builders Program

# City of Avondale Sports Proposal

March 1st, 2010



Sports  
Monster  
Corporation

## Table of Contents

5 – Fee Section.....	3
5.0 Revenue Sharing.....	3
5.1 Previous Offering.....	4
5.2 Adult Sports.....	5
5.3 Youth Sports.....	6

## Section 1: Fee Section

### 5.0 Revenue Sharing

On the next two pages you will find a table outlining how we would be able to work with City of Avondale to help generate revenue for the city. Although the RFP recommends a minimum of 15-20% revenue share to the city, Sports Monster will offer a **35%** revenue share of the registration fees being returned to the city. This 35% percentage is on par with what we currently pay for almost all outside venues, and many indoor venues, as that percentage relates to our overall fees to customers.

Anybody can tell you any percentage to make the numbers look good but the key is to make customer pricing and overall internal costs be breakeven to profitable AND be popular with residents to generate the most revenues for the City of Avondale. We based the end pricing you will see presented on what we are already charging in the Phoenix area and also on what we have seen offered in the metro.

From the numbers provided to us by the City, we have prepared a sheet that reflects the city's revenue from 2009 if Sports Monster was managing those programs. We then show the growth that Sports Monster can project with the launch of additional sports programming. In that report you will see the addition of multiple sports as well as a consistent growth in participation. These are goals that we would have as an organization and we believe that they are attainable through a great partnership with the city.

We look forward to working with City of Avondale and setting seasonally adjusted participation goals when it comes to total enrollment for these programs as well as what programs we may be able to add to the list. We are also going to rely on the consultative expertise of the City as we finalize unit prices for all of these programs for the spring and future seasons.

## 5.1 Previous Offerings by the City of Avondale

This section was prepared based off the information given to us by the City of Avondale for 2009. We have prepared two tables so that you can compare where the city has been to what Sports Monster will attempt to provide. As you will see, the revenue potentials for the city will dramatically increase.

The chart on this page shows the total 2009 income generated through programs Avondale offered. We have separated the 35% SMC revenue share that would have been paid to Avondale last year.

Activity Description	Unit Price	Total Enrolled Quarterly	Total Enrolled Annually	Total Income Annually
Adult League Softball	\$300	16	64	\$ 19,200
Youth T Ball and Coach Pitch	\$500	8	32	\$ 16,000
Start Smart Golf	\$50	5	20	\$ 1,000
Start Smart Football	\$50	5	20	\$ 1,000

<b>2009 Total Sales</b>	<b>\$ 37,200</b>
<b>SMC 35% to City</b>	<b>\$ 13,020</b>

Sports Monster will commit to renewing the successful programs already run in Avondale. But we think there is considerable room for expansion of programming. As the nation's largest league programmer, we are very familiar with organizing pretty much every sport under the sun. We would like to offer a wider menu of sports to Avondale and area residents that will help generate more revenue for the City while enhancing quality of life for residents.

The next two charts reflect planned adult and children's programming growth potential.

## 5.2 Adult Sports

This chart shows a considerable jump in participation based on numbers provided by Avondale for 2009. We believe that with us as your primary provider we have ability to provide you with strong growth.

This table shows a baseline of what we would be aiming for in terms of participation. Adult sports can be offered as Coed, Men's or Women's formats. There are multiple sports that could be offered and multiple levels that would increase the number of teams and in essence, the amount of revenue the city would collect.

As we work with the City of Avondale as the sole provider for Adult Sports, we will maximize what the city can make through our 35% revenue share. Our goal is to get as many people playing as possible in well run programs and generate the best return for the City of Avondale. Therefore, certain sports may be dropped and others expanded as we work together and learn what is better received.

## Adult Sports Section

Activity Description	Unit Price	Total Enrolled Quarterly	Total Enrolled Annually	Total Revenue Annually
<b>Adaptive Sports</b>	\$300 (Varies by sport)	8 (Teams)	32	\$ 9,600
<b>Baseball</b>	\$450	8 (Teams)	32	\$ 3,600
<b>Basketball</b>	\$500	16 (Teams)	64	\$ 32,500
<b>Football</b>	\$350	16 (Teams)	64	\$ 22,400
<b>Golf</b>	\$60 pp (GF Not Included)	20 (Individuals)	80	\$ 4,800
<b>Kickball</b>	\$350	8 (Teams)	32	\$ 11,200
<b>Rugby</b>	\$400	4 (Teams)	16	\$ 6,400
<b>Soccer</b>	\$600	16 (Teams)	64	\$ 38,400
<b>Softball</b>	\$400	32 (Teams)	128	\$ 51,200
<b>Volleyball Indoor</b>	\$300	16 (Teams)	64	\$ 19,200
<b>Volleyball Grass</b>	\$200	16 (Teams)	64	\$ 12,800
<b>Volleyball Sand</b>	\$200	16 (Teams)	64	\$ 12,800

<b>Projected Sales</b>	<b>\$ 224,900</b>
<b>35% to City</b>	<b>\$ 78,715</b>
<b>Total Due</b>	<b>\$ 158,592</b>

**5.3 Youth Sports**

This table shows a baseline of what we would be aiming for in terms of participation. As we enter our sixteenth year of business our company is expanding to youth sports. This is a seamless transition as we have such a wealth of experience pertaining to athletic leagues. Given the opportunity, here is what the city could expect when it comes to revenue for youth programming. We will once again be using the 35% revenue share.

## Youth Sports Section

<b>Activity Description</b>	<b>Unit Price (per person)</b>	<b>Total Units Per Season</b>	<b>Total Units Annually</b>	<b>Total Revenue Annually</b>
<b>Baseball 5 Age Levels, 1 Season</b>	\$60	900	900	\$ 54,000
<b>Basketball 5 Age Levels, 2 Seasons</b>	\$60	300	600	\$ 36,000
<b>Flag Football 3 Age Levels, 2 Seasons</b>	\$60	150	300	\$ 18,000
<b>Girls Softball 3 Age Levels, 1 Season</b>	\$60	500	500	\$ 30,000
<b>Outdoor Soccer 6 Age Levels, 2 Seasons</b>	\$60	450	900	\$ 54,000
<b>Volleyball 4 Age Levels, 2 Seasons</b>	\$60	288	576	\$ 34,560

<b>Subtotal</b>	<b>\$ 226,560</b>
<b>35% to City</b>	<b>\$ 67,968</b>
<b>Total Due</b>	<b>\$ 158,592</b>

Sports Monster is optimistic about the growth potential for Avondale hosted sports programming and we look forward to exploring the listed new programming as well as new programming that you or residents may suggest.

EXHIBIT C  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
COLORADO SPORTS MONSTER LLC

[Scope of Work]

See following pages.

## SCOPE OF WORK

1. Introduction. The Contractor, in cooperation with the City, will develop and operate sports and recreational activity programs, as more particularly described herein. The Contractor shall provide high quality instruction, personnel and equipment (utilizing City facilities) to afford the City’s residents the following sports and recreational programs (collectively, the “Programs” or “Services”): (i) adaptive sports for children and adults; (ii) flag football; and (iii) rugby. The terms “Programs” or “Services” may also include youth and co-ed volleyball programs to the extent that the City notifies the Contractor of its desire to initiate such programs.

The City intends that the Programs shall be conducted at one or more of the following facilities:

<u>Facility</u>	<u>Address</u>	<u>Amenities</u>
Friendship Park	12325 West McDowell Road	Multi-Use Fields, Youth Baseball Fields, Football Fields
Festival Fields	101 East Lower Buckeye Road	Multi-Use Fields, Softball Fields
Donnie Hale Park	10857 West Pima Street	Softball Fields
Las Ligas Park	12421 West Lower Buckeye Road	Softball Fields
American Sports Center	755 North 114th Avenue	Multi-Use Fields

2. Contractor Responsibilities.

2.1 Administrative Duties. The Contractor shall:

a. Obtain all necessary licenses, permits and certifications, where applicable, from the appropriate City, State or County departments and/or the appropriate sports or recreational activity licensing, certification or sanctioning authority.

b. Fully comply with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Maricopa and the City, including regulations specifically related to the Services.

c. Recruit, hire, supervise, evaluate and financially compensate qualified adult staff to conduct the Programs.

d. Ensure that at least one (1) staff member is trained and certified in CPR and First Aid and shall be on site during any Program activity.

e. Prepare and submit an Emergency Contact Procedure to the Contract Administrator prior to the first Program activity.

f. Maintain and submit auditable records concerning Program attendance, participant evaluations of Programs and accounting records sufficient for the City of its duly authorized agents to determine the nature and amount of income from the Services.

g. Submit invoices to the City for payment within thirty (30) days after Services have been rendered and provide a copy of the Program rosters with each invoice. Invoices shall include, at a minimum, purchase order number, activity number, section number, description, total enrolled, price for the Program, and total due to Contractor minus the percentage due to City pursuant to Section 3 of the Agreement.

h. Submit to the City's Contract Administrator, or authorized designee, written descriptions of proposed Programs for the appropriate quarter by the dates specified by the Contract Administrator, as necessary for advertisement in the City's publications. The descriptions shall contain the proposed dates and times of the Program(s), a general description of the curriculum, cost of the Program(s), any special information that the participant must know, and the proposed location of the Program. (The City may modify a Program's description as necessary to accommodate other contractors or Programs with the same Program title.)

i. Network with the community and promote the Programs. Any flyers advertising City Programs must be approved by the Contract Administrator, or designee, prior to distribution. Any costs for such additional promotion and advertising shall be the sole responsibility of the Contractor and shall not be eligible for reimbursement by the City.

j. Obtain prior approval, in writing, from the City before changing the date, time or location of a Program activity.

k. Contact Program participants by telephone in the event of Program cancellations or schedule changes as necessary and in consultation with the City.

l. Maintain a flexible schedule that accommodates daily Park hours and special events. Park hours and current schedule of special events shall be discussed at the Pre-Submittal Conference on the date listed on the cover page of this RFP.

## 2.2 Programming. The Contractor shall:

a. Provide participants with safe, well-organized, instruction in a manner designed to provide the opportunity to develop the skills and/or maintain a proficiency in the Programs.

b. Furnish, at its own expense, all staffing, water, supplies, equipment and materials necessary to conduct the Program and all related administrative functions thereto. Contractor shall not utilize any material or supplies or conduct any Program or activity which the City determines unsuitable for the purpose intended, or offensive or harmful to the City, its employees or patrons. If any items/services are required of the City, the Contractor shall clearly identify those items/services in its Proposal. In instances where additional equipment (i.e., porta-

john, tents, etc.) are needed, fees will be assessed for use of these items. Such fees shall be considered program costs and the dollar amount will be deducted on the corresponding invoice.

c. Identify minimum and maximum enrollment levels for Programs. The Contractor may not reduce the minimum number of participant spaces available with respect to the Programs offered without written permission from the City. The City, upon written request from the Contractor, may agree to reduce the number of participant spaces, if given adequate notice in advance of marketing the Program. The Contractor may increase the maximum number of spaces available at any time with the City's approval.

d. Participate, from time to time, in special events which may require additional Services to be provided by the Contractor. The number of annual special events will be determined by the City. This obligation does not guarantee the Contractor exclusivity at such events.

e. Provide a Program Manager who shall be responsible for the performance of the Agreement and remain the Contractor's contact person. If the Program Manager leaves during the term of this Agreement, then the Contractor will notify the City's Contract Administrator immediately. The Program Manager shall establish a routine for communications with the Contract Administrator or designee to provide a prompt and timely response to any concerns or problems that may arise. The time and frequency of direct meetings between the Program Manager and Contract Administrator or designee will be coordinated by the Program Manager and Contract Administrator or designee. The Program Manager shall contact the contract Administrator or designee to review overall performance, receive special instructions regarding special events, or discuss other pertinent items regarding the Agreement and the Contractor's performance.

f. Forfeit the Programs if the Contractor does not provide Services for two (2) consecutive scheduled days. Consistent "no-shows" or cancellations of the Contractor's Programs, as documented by the City, shall cause the City to determine whether to find the Contractor in default of the Agreement and award the Agreement to another qualified contractor.

g. Conduct the operation of the Programs in a manner that prevents damage to City property. In the event damage occurs to City's property or any adjacent property by reason of any Contractor's Services performed under this Agreement, the Contractor shall replace or repair the same at no cost to the City. If the City repairs or replaces the Contractor's damage, the cost of such repair or replacement shall be charged to the Contractor.

### 2.3 Personnel. The Contractor shall:

a. Provide adequate, experienced, adult instructional staff trained in the proper methods and techniques in order to properly and satisfactorily perform the Services. All members of the Contractor's instructional staff who will be instructing, facilitating or operating one or more of the programs must be eighteen (18) years of age or older. If a staff member under the age of eighteen (18) is instructing, facilitating or operating one or more Program sessions, then he/she must be accompanied by an adult member for the duration of the

session. At least one (1) staff member trained and certified in CPR and First Aid and shall be on site during any Program activity.

b. Provide trustworthy, reliable employees and make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. The Contractor shall notify the Contract Administrator or designee prior to the change in staffing if possible or as quickly as possible thereafter. In addition, Contractor's staff members are required to: (i) read, write, speak and understand the English language, (ii) have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner and (iii) be legally authorized to work in the State of Arizona.

c. All Contractors or employees assigned to provide Services shall not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. All Contractors and their employees shall submit to comprehensive background checks as deemed necessary by the City.

d. The Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.

2.4 Prohibited Noises. The Programs are to be conducted in public parks. The following distractions and annoyances are unacceptable and any occurrences shall result in termination of the Agreement:

- a. Creation of unreasonably loud, disturbing and unnecessary noises.
- b. Noises of such character, intensity or duration as to be detrimental to life and health of any individual or in disturbance of their public peace and welfare.
- c. The sounding or blowing of any horn or signaling devices.

2.5 Security.

- a. Keys to various areas of the Parks shall be made available to the Contractor. All costs incurred by the City because of lost keys will be billed to the Contractor.
- b. The Contractor shall ensure that only its properly identified employees listed with the Contract Administrator or designee are permitted on the premises of the Parks during the performance of the Contractor's duties. The Contractor will be held strictly liable for any damage or breach of security caused by its employees.

3. City Responsibilities.

3.1 Administrative Duties. The City shall:

- a. Identify a Contract Administrator. The Contract Administrator will submit in writing to the Contractor the names of City personnel that will have authority to make changes or additions to the Agreement.

b. Determine and schedule the time and frequency of direct meeting between the Contract Administrator or designee and the Contractor's Program Manager.

c. Coordinate and perform the registration of all Program participants, the collection of fees and the processing of refunds. All fees shall be payable to the City. Within a reasonable time following registration of each Program's participants, the City shall provide the Contractor with an accounting of fees collected.

d. Advertise through the normal City advertising mediums including, but not limited to, RAVE Magazine, City website, flyers and other promotional materials.

e. As directed by the City staff, cancel Programs at least seven days prior to the first Program meeting date.

3.2 Programming. The City shall:

a. Assist in planning and development of the Programs. Staff is knowledgeable and will make key suggestions regarding factors such as recommended age of participants, days and times of operation, number and length of sessions, locations, course content and pricing. The City reserves the right to negotiate all of these factors with the Contractor.

b. Maintain City facilities and ensure proper functioning of all City equipment and resources as applicable.

c. Prohibit other contractors from obstructing Programs, except when the City sponsors a special City event or similar event.

d. Schedule inspections with the Contractor's Project Manager. Quality service and strict adherence to the Agreement will be expected from the Contractor.

3.3 Compensation.

a. The Programs shall be supported by fees charged and collected by the City from persons participating in the Program. Upon completion of each Program, the City shall pay the Contractor an amount equal to the total fees collected for each Program less 35%, which shall be retained by the City, from each Program.

b. The City and Contractor shall cooperatively determine and set fees to be charged to and collected from the Program participants.

EXHIBIT D  
TO  
CONTRACTOR AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
COLORADO SPORTS MONSTER LLC

[City's Logos]

See following pages.

Armonide

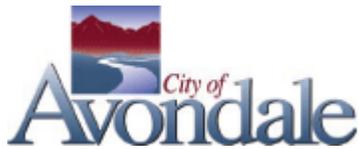


*City of* Avondale

A V  N D A L E



PARKS, LIBRARIES, ACTIVITIES & YOU!



# CITY COUNCIL REPORT

**SUBJECT:**

Professional Services Agreement - R&R Add Design

**MEETING DATE:**

October 4, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is recommending that the City Council award a Professional Services Agreement to R&R Add Designs for printing services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City recently issued a Request for Proposals for Printing Services (RFP) as part of its ongoing efforts to streamline multiple printing projects required by the various departments within the organization, and to ensure that the City receives the best quality printing at a competitive price. The Community Relations & Public Affairs Department coordinated with the Finance Department to identify the major printing projects in the City (ranging from annual reports to public education brochures) to ensure that the potential bidders would be capable of producing these projects and to have the biggest impact on cost. Due to the variety of printing projects, the RFP included a clause that allows the City to issue multiple awards to qualified vendors.

**DISCUSSION:**

A competitive bidding process was conducted by the Finance Department in accordance with the City's purchasing policies and procedures. The request for proposals was advertised on the City website and also in the West Valley View and the Business Gazette on July 22, 2010 under legal notices. Bidders were invited in for a pre-submittal conference on August 11, 2010 at Avondale City Hall where they had the opportunity to view the materials included in the bid and to ask questions. The bidding process concluded at 3:00 pm MST on August 22, 2010. On September 13, 2010, a five-member panel reviewed the qualifications and then the pricing structure of each of the qualifying bids.

The review panel came to the unanimous decision to award a contract to R&R Add Designs for the printing the following projects:

- Bookmarks
- Rack Cards
- Door Hangers
- Brochures
- City Business Cards

Consideration was given to the quality of the printing projects as well as competitive pricing. The City may use either of the successful vendors for other printing needs as they arise.

The term of the agreement is two years with three one-year extension options. The amount of the agreement is for \$100,000 for the original term of the agreement with a not to exceed amount of \$250,000 for the total term of the agreement. Depending on the specific printing project, City departments coordinate with either the Community Relations or the City Clerk's Department, but the requesting department is responsible for the cost of the printing project.

**BUDGETARY IMPACT:**

Each department has a line item in their budget for printing services.

**RECOMMENDATION:**

Staff recommends that the City Council award a Professional Services Agreement to R&R Add Designs for the printing projects described above and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [PSA](#)

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
NOELENE RICHARDS d/b/a/ R & R ADD DESIGNS**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of October 4, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Noelene Richards d/b/a/ R & R Add Designs, an Arizona sole proprietorship (the "Contractor").

RECITALS

A. The City issued a Request for Proposals "Request for Proposals for City Printing Services (CR 10-048.2)" as amended by that certain Addendum No. 1 to Request for Proposals for City Printing Services (CR 10-048.2) dated August 16, 2010 (collectively, the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for professional printing services.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Contractor to produce and provide certain professionally printed materials (the "Services"). Pursuant to the terms of the RFP, the City has elected to issue multiple awards for the 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 City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 4, 2012 (the "Initial Term"). This Agreement may be renewed for up to two additional one-year terms (each a "Renewal Term") if deemed in the best interests of the City and subject to availability and appropriation of funds for renewal in each subsequent year. Such renewal shall occur upon the City's written notice to the Contractor given not later than 30 days prior to the end of the then - current term. The Initial Term and any Renewal Terms are collectively referred to as the "Term". Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work as modified by the Notice of Intent Multiple Award dated September 17, 2010, each attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an annual aggregate amount not to exceed \$100,000.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto

as Exhibit D and incorporated herein by reference, and in the quantities as set forth in purchase orders issued by the City.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. 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. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type

of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect

to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## 11.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for

whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the

Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled 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 an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement 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 Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will 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 Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will 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 for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any

responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Facsimile: (623) 333-0100  
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Facsimile: (602) 340-1538  
Attn: Andrew J. McGuire, Esq.

If to Contractor: R & R Add Designs  
7738 West Surrey Avenue  
Peoria, Arizona 85381  
Facsimile: (623) 463-0944  
Attn: Noelene Richards, Owner

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any 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 this Agreement.

14.16 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its 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). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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"**

NOELENE RICHARDS d/b/a/ R & R Add  
DESIGNS, an Arizona sole proprietorship

By: \_\_\_\_\_  
Noelene Richards

(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 Noelene Richards as Owner of R & R ADD DESIGNS, an Arizona sole proprietorship, on  
behalf of the proprietorship.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

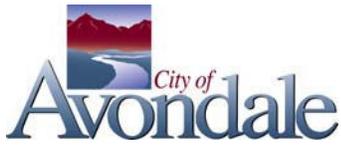
My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
NOELENE RICHARDS d/b/a/ R & R ADD DESIGNS

[RFP]

See following pages.



**REQUEST FOR PROPOSALS  
FOR  
CITY PRINTING SERVICES**

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **CR 10-048.2**

Solicitation Title: **City Printing Services**

Release Date: **July 20, 2010**

Advertisement Dates: **July 20, 2010 – West Valley View  
July 22, 2010 – Arizona Business Gazette**

**NON-MANDATORY**  
Pre-Submittal Conference: **August 11, 2010  
9:00 A.M.**  
City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

Final Date for Inquiries **August 12, 2010**

Proposal Due Date and Time: **August 19, 2010  
3:00 p.m.** (local time, Phoenix, Arizona)

Shortlist Announced for Oral Interviews: **August 26, 2010**

Oral Interviews (if necessary): **September 2, 2010**

Target City Council Award Date: **September 20, 2010**

Anticipated Agreement Start Date: **September 21, 2010**

City Representatives: **Ingrid Melle imelle@avondale.org  
623-333-1614  
Loretta Browning lbrowning@avondale.org  
623-333-2029**

\* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

\*\* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

**Table of Contents**

<u>Section A</u>	<u>Page</u>
I. RFP Process; Award of Agreement	A-1
II. Proposal Format; Scoring	A-6
III. Oral Interviews; Scoring	A-9
IV. Vendor Information Form	A-10
 <u>Section B</u>	
Sample Professional Services Agreement	B-1

SECTION A

---

I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) from qualified contractors (“Vendors”) interested providing professional printing services for the production of printed materials used to support, market and promote the City’s operations, activities and programs; as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C (the “Services”), and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed proposals (“Proposals”) for the Services specified in the Scope of Work in the sample Professional Services Agreement.

1.1 Background. The City is seeking proposals from qualified printing services contractors to produce various creative professionally printed materials on an as-needed basis. Examples of projects could include, but are not limited to: brochures/info pamphlets, business cards, letter head, envelopes, water bill inserts, direct mail, reports, calendars, rack cards, newsletters, magazines and catalog/ program guides, posters for special events, postcards/invitations, bookmarks, displays/signs and door hangers.

The printing services will be used on a project basis by the City Community Relations Department. The City is seeking a contractor willing to extend pricing agreed upon for this Agreement to all City departments and services.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

a. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

b. Vendor has a past record of failing to fully perform or fulfill contractual obligations.

c. Vendor cannot demonstrate financial stability.

d. Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

SECTION A

---

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original and five (5) copies (six (6) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to address the Proposal criteria (excluding resumes, the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4. Vendor Responsibilities. All Vendors shall (a) examine the entire RFP, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Proposal and (d) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **City Printing Services (CR 10-048.2)**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Service Agreement in Exhibit C. A sample Fee Proposal is attached to the Professional Service Agreement as Exhibit D.

2.7. Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered

SECTION A

---

to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to one of the City Representatives via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-

**SECTION A**

---

mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

9. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal.

SECTION A

---

Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity. It 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 or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature; False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.6 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. **PRICES SHALL NOT BE READ.** The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the scoring criteria set forth in this RFP.

**SECTION A**

---

The amount of applicable transaction privilege or use tax of the city shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

12.3 Multiple Award. The selected Agency(s) will be required to execute the City's standard Contractor Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. The City may contract with multiple Agencies who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

12.4 Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.5 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals or portions thereof and (iii) reissue an RFP.

12.6 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Service Agreement is included herein.

**II. PROPOSAL FORMAT; SCORING**

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally,

**SECTION A**

---

the Selection Committee will evaluate and award points to each Proposal based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with at least three (3), but not more than five (5), of the highest ranked Vendors based upon the Proposal submittal scoring.

**Section 1: General Information**

**10 pts**

- A. One page cover letter as described in Section I, 2.3.
- B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Vendor's principal office and the local work office, if different.
- D. Provide a general description of the Vendor that is proposing to provide the Services, including number of years in business.
- E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.
- F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.
- G. Vendor Information Form (may be attached as separate appendix).

**Section 2: Experience and Qualifications of the Vendor**

**25 pts**

- A. Provide a detailed description of the Vendor's experience in providing similar printing services to municipalities or other entities of a similar size to the City.
- B. Provide a list of at least three (3) organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following:
  - (i) Name of company or organization.
  - (ii) Contact name.
  - (iii) Contract address, telephone number and e-mail address.

**SECTION A**

---

- (iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

**Section 3: Key Positions**

**20 pts**

A. Identify each key personnel member that will render services to the City including title and relevant experience required.

B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

C. If a subcontractor will be used for all work of a certain type, include information on the proposed subcontractor. Identify each of them in the Proposal. Describe their qualifications and the work to be performed.

D. Attach a brief résumé (three (3) page maximum) and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés shall be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

**Section 4: Proposed Services Provided**

**35 pts**

A. Provide a description of the type of services proposed. Include a sample of the proposed Services, pricing plan and schedule of operations as it relates to the Scope of Work described in the Professional Services Agreement in Exhibit C. (Samples may be included in a separate appendix and will not be included in the page count.) In order to allow for adequate evaluation, the City requires the sample and pricing plan to be valid and irrevocable for 120 days after the opening time and date.

B. Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit C, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

C. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the City. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the City's general representation.

**SECTION A**

---

**Section 5: Pricing**

**10 pts**

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit D of the Professional Service Agreement.

**Total Possible Points for Proposal:**

**100**

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's program approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

**Oral Interview**

10	General Information
30	Experience and Qualifications of the Vendor
20	Key Personnel
<u>40</u>	Proposed Services Provided
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**SECTION A**

---

**IV. VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

---

\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

---

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
NOELENE RICHARDS d/b/a/ R & R ADD DESIGNS

[Contractor's Proposal]

See following pages.





Creative Graphic Design & Printing Solutions

## **TABLE OF CONTENTS**

### **RFP CR 10-048.2**

### **City Printing Services**

Section 1: Cover Letter/General Information .....	Page 1
Section 2: Experience and Qualifications (Subsection A) .....	Page 2 - 3
Section 2: Experience and Qualifications (Subsection B - References) .....	Page 3 - 4
Section 3: Key Positions .....	Page 5 - 6
Section 4: Proposed Services Provided .....	Page 6
Section 4: Proposed Services Provided - Scope of Work.....	Page 7 - 8
Section 4: Scope of Work - Visual Guide to Printed Samples.....	Page 9
Appendix A: Vendor Information	
• Vendor Information Form	
• Resume	
• Proof of business registry with Arizona Secretary of State	
• Arizona Dept of Revenue - Transaction Privilege Tax License	
Appendix B: Addendum No. 1	
Exhibit C: Scope of Work Print Samples ( <i>Including and contained within NFS folder</i> )	
Exhibit 1: Fee Proposal ( <i>Enclosed sealed envelope</i> )	



SECTION 1:  
GENERAL INFORMATION  
(Cover Letter)

Creative Graphic Design & Printing Solutions

August 19, 2010

City of Avondale Finance and Budget Department  
Procurement Office  
Attention: Loretta Browning  
11465 W. Civic Center Drive, Ste. 250  
Avondale, Arizona 85323-6807  
Phone: (623) 333-2029  
Fax: (623) 333-0200

Dear Ms. Browning:

R & R Add Designs, located at 7738 W. Surrey Avenue in Peoria, Arizona, was established in January 2000 and is owned and operated by Noelene Richards. R & R Add Designs has a solid reputation for its stellar customer service and award-winning graphic designs, and has been instrumental in designing and delivering print media for a wide array of businesses from small realtor firms to Fortune 500 companies, townships and cities.

R & R Add Designs is uniquely positioned to understand and provide for the specific needs of the City of Avondale since we have successfully provided quality printed materials and services to the City and its varied departments since 2002.

There have been no instances of terminated contracts nor has there been any cause for litigation or arbitration arising from such claims in the past five years at R & R Add Designs.

It is my sincere hope that R & R Add Designs can continue to partner with the many departments serving the City of Avondale population and is pleased to present this **City Printing Services** proposal in accordance with **RFP #CR 10-048.2**. Should you have any questions regarding the contents of this proposal, please feel free to contact me at the phone number below or via e-mail at: [noelene@cox.net](mailto:noelene@cox.net).

Sincerely,

A handwritten signature in black ink that reads 'Noelene Richards'. The signature is written in a cursive, flowing style.

Noelene Richards  
Owner/Operator  
(Sole binding authority)



## SECTION 2: EXPERIENCE AND QUALIFICATIONS *(Subsection A)*

### **WHO ARE WE?**

R & R Add Designs is a woman-owned sole proprietorship that has been serving customers since January 2000. Owner and graphic design “guru” Noelene Richards has over two decades of graphic design and print media experience and specializes in helping clients brainstorm ideas, offering options, developing concepts, and creating award winning designs. Working as a conduit between you and an array of carefully selected print vendors, R & R Add Designs can add efficiency by decreasing staff time spent on project coordination and help open the door for innovative creations and the fostering of new communication plans.

Each year has seen a steady growth in the level of productivity and project complexity, all while maintaining the highest level of customer service.

### **WE UNDERSTAND THE NEEDS OF CITY STAFF**

The City of Avondale is a dynamic and influential entity serving a multicultural, multi-generational and economically diverse community. R & R Add Designs has worked successfully with the City *for more than seven years* developing and implementing effective methods of print communication for a variety of departments and their specific audience. As a result, R & R Add Designs has a unique understanding of your needs.

We understand that written communication and print media are key factors in developing a strong connection between City staff and the people who live, work, play, and do business in Avondale. Offering a first rate presentation is essential to establishing a measure of trust between the residents and the City serving them. It is also essential that the production of said materials is timely, efficient and as painless for the City staff as possible. That’s precisely our goal!

***We’ve earned our reputation for stellar customer service by being there when you need us.***

***We’ve earned your business by delivering high quality products on time, every time.***



---

## SECTION 2: EXPERIENCE AND QUALIFICATIONS *(Subsection A continued)*

### **UNDERSTANDING THE NEEDS OF THE RESIDENTS**

Residents of Avondale want and deserve for their modes of print communication from the City to be well prepared, informative, attractive, and timely, while at the same time being cost effective. They want to be reassured that their tax dollars are being put to good use while the City is keeping them in the informational loop. It's our job to help make that happen for you.

### **WHAT WE BRING TO THE TABLE**

The City of Avondale wants what all our customers want, nothing more, nothing less. You want quality printed products delivered in a timely manner, at an affordable cost. With an exceptional network of vendor resources at our disposal, we endeavor to provide just that. We've earned our reputation for stellar customer service by being there when you need us. We've earned your business by delivering high quality products on time, every time.

### **WHAT WE'VE DONE FOR YOU** *(Subsection B)*

Below is a contact list of City of Avondale staff and departments that have worked extensively with R & R Add Designs over the past seven years. *Please see actual samples of work done included in a separate Exhibit (C) as per Section 4, B.*

#### **Ingrid Melle**

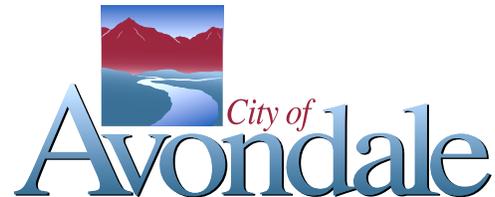
Public Information Officer  
11465 W. Civic Center Drive  
Avondale, AZ 85323  
**(623) 333-1614**  
imelle@avondale.org

#### **Pier Simeri**

Community Relations & Public Affairs Director  
11465 W. Civic Center Drive  
Avondale, AZ 85323  
**(623) 333-1611**  
psimeri@avondale.org

#### **Esmie Avila**

Water Resources Department  
399 E. Lower Buckeye Rd., Ste. 100  
Avondale, AZ 85323  
**(623) 333-4422**  
eavila@avondale.org



## SECTION 2: EXPERIENCE AND QUALIFICATIONS *(Subsection B continued)*

### **WHAT WE'VE DONE FOR OTHERS LIKE YOU**

In addition to catering to the design and print needs of City of Avondale, we've also found time to assist West Valley businesses with similar design and print needs.

#### **NATIONAL PUMP COMPANY, LLC (NPC)**

NPC has been in the business of manufacturing water pumps for commercial, residential, industrial, mining, irrigation and municipal use since 1969. With six locations strategically located across the United States they stock over \$6 million in inventory and provide complete pumping systems for clients both nationally and internationally.

Barbara Taylor  
7706 N. 71st Avenue  
Glendale, AZ 85303  
(623) 979-3560, Ext. 200  
babarat@natlpump.com

#### **Serving NPC since July 2002 and producing:**

- ▶ Multi-page catalogs for several product lines
- ▶ Multi-page installation and instruction manuals
- ▶ Individual product data sheets
- ▶ CD labels for virtual catalogs
- ▶ A/P laser checks
- ▶ Multi-part carbonless continuous invoices

#### **BROWN'S PARTSMASTER, INC. (BPI)**

BPI has been in the business of plumbing parts distribution for over 20 years. They have four distribution outlets serving the hotel and casino industry, schools, prisons, medical institutions and contract with both federal and state governments for their products. They carry the largest inventory in the southwest and recently reported hitting their \$7 million gross annual sales benchmark.

Gail Brown, C.F.O. / V.P. Marketing  
7280 N. Glen Harbor Blvd, Ste. 101  
Glendale, AZ 85307  
(623) 889-7399  
gail.brown@bpisite.com

#### **Serving BPI since 2000 and producing multi-page, multi-color catalogs for:**

- ▶ Tools & Sundries
- ▶ Hospitality (hotel) Industry
- ▶ Institutional (prison) Industry

## SECTION 3: KEY POSITIONS

### **WHO'S IN CHARGE?** *(Subsections A & B)*

As the owner of this sole proprietorship, Noelene Richards is not only a skilled graphic designer, but she knows every side of the print production business. Noelene is committed to professional standards, practices and ethics. She handles every facet of managing all operations of this company from consulting with clients and designing all print media, selectively matching print vendors with projects, to overseeing the delivery of finished products. This unique position ensures careful “hands on” participation with every print project from concept to completion.

### **PRINT SOLUTIONS 101** *(Subsections C & D)*

After spending more than ten years establishing a network of trusted print vendors valley wide (and nationally), we have the advantage and ability to steer your projects to the vendor best suited for completing any given job in the most timely and cost effective manner, while maintaining the highest level of quality. It doesn't matter if it's a full color catalog, a two-color brochure, a corporate newsletter or a multi-part carbonless form, we've got people and equipment that can do the job.

#### **SUBCONTRACTORS UTILIZED BY R & R ADD DESIGNS ON A REGULAR BASIS:**

- ▶ **4 OVER:** A national trade only printer with 7 current locations and an additional 6 more in various stages of completion (including one in Phoenix). 4 Over is primarily used for short - medium run full color projects such as post cards, door hangers, trading cards, business cards, presentation folders, letterhead and envelopes, bookmarks, newsletters, catalogs and brochures. Company is environmentally conscious and uses only soy-based inks and solvents.
- ▶ **ACTION ENVELOPE:** A local trade only printer based in Phoenix, AZ and specializes in 1-2 color envelope and letterhead printing. Serving valley printers and brokers since 1985.
- ▶ **BCT-TEMPE:** A trade only printer based in Tempe, AZ and specializes in business cards, envelopes, letterhead and labels. Projects can range from single color thermography (raised ink) to 4-color process. Company has served valley printers for over 25 years.
- ▶ **CORNERSTONE GRAPHICS:** A local commercial printer since 1996, fosters relationships with designers and print brokers, offering discounts for 1-3 color offset print projects of all types.
- ▶ **DISCOUNT LABELS:** Trade printer based in New Albany, IN, specializing in all manner of printed labels, including: 1-11 color labels, 4-color process labels, bumper stickers, weatherproof labels, mailing labels, consecutive numbering, static cling and variable data labels.
- ▶ **IMAGE CRAFT:** A multi-faceted Phoenix-based company that specializes in hi-end photographic reproductions such as large format (24 x 36) prints used for point-of-purchase displays, trade booths, special events, in-store promo's and pull-up banners. Serving the valley's fine-art and creative professionals since 1979.
- ▶ **LITHOTECH:** A commercial offset printer based in Phoenix, AZ since 1977. Specializing in high quality 1-6 color products including, post cards, newsletters, annual reports, catalogs, brochures, manuals and more.

### **SUBCONTRACTORS** *(continued)*

- ▶ **MODERN AGE:** A trade only printer based in Phoenix, AZ. They specialize in multi-part business forms, laser checks and long-run 1-2 color offset print projects such as catalogs, brochures and newsletters. They also offer full color printing for post cards, brochures, sell sheets and business cards. Company has served valley printers since 1988.
- ▶ **OFF THE WALL MAGNETICS:** An industry leader in full color magnetics based out of Portland, OR and in operation since 1992.
- ▶ **SPEEDFLO BUSINESS FORMS:** A trade only printer based in Glendale, AZ since 1974. They specialize in custom single and multi-part continuous forms, checks and cut-sheet forms.
- ▶ **ZOO PRINTING:** A trade only printer based out of Commerce, CA, with a new plant operating out of Louisville, KY. Zoo is primarily used for 1-2 color and full color printing on projects requiring recycled paper stocks. Plant also utilizes only vegetable/soy based inks and solvents on all print projects.

## **SECTION 4: PROPOSED SERVICES PROVIDED**

### **HOW WE DO IT** *(Subsections A)*

Creating innovative, eye-catching and relevant marketing materials is our goal. Great ideas don't happen on their own, it takes a team effort between the ordering party, the designer and the print vendor. From concept to final proof, R & R Add Designs works closely with you to set time lines, establish goals and identify elements required to produce quality, effective print media that meets your needs and budget. (See Exhibit C - Actual Samples of Work provided to the City by R & R.)

### **WHAT YOU NEED, WHEN YOU NEED IT** *(Subsections B & C)*

Like most businesses in the marketplace today, City of Avondale encounters moments of "time line panic," when yesterday was the due date, yet planning has just begun. By working with a network of qualified local and national print vendors in a concerted effort to match budget with benefit and ensure timeline efficiency, our products are a reflection of our work ethic. Created with vision, designed with integrity, printed with professionalism and delivered with pride.

Over the past seven years working with City staff on a wide array of projects, R & R Add Designs has gained valuable experience and a unique perspective of the City's diverse departmental needs and their audience. We've gained particular insight in meeting necessary criteria that is unique to Avondale. This gives us the ability to tailor projects with a clearer focus because we understand the dynamic relationship between the City of Avondale and their stakeholders. When you choose R & R Add Designs there is no learning curve. We stand ready to serve based on our years of experience working with Avondale.

Additionally, when City of Avondale went "Green," extending their work hours Monday thru Thursday, we did too. R & R Add Designs tacked on another hour at the end of the regular work day and is available by phone and email from 8 am to 6 pm, Monday thru Thursday.

## **EXHIBIT C: SCOPE OF WORK**

### **1. GENERAL REQUIREMENTS**

#### **1.1**

Noelene Richards has over 21 years of experience in all facets of the graphic design and print industry. The past 10 years have been dedicated to catering to the design and printing needs of small, locally owned businesses, medium-sized manufacturing and distributing firms, (both locally and nationally), a local Fortune 500 semi-conductor firm, vacation destination resorts and municipalities. In the past seven years, she has designed, printed and delivered to the City of Avondale a multitude of printed materials including but not limited to: Risk Management envelopes and fold-over cards, full color post cards, bookmarks, door hangers, trading cards, brochures, newsletters, pocket folders, manuals, multi-part forms, business cards and more.

#### **1.2**

Contractor understands and will adhere to the requirements set forth in the RFP and requests that three (3) samples of all projects printed and drop-shipped directly to the City be saved out and mailed to R & R Add Designs for inclusion in their Sample Reference Library.

#### **1.3**

Contractor understands the “as needed” basis, and is eager to comply. Please note however, on some multi-part forms, it is an industry standard procedure to allow for 10% over/unders with billing to reflect that.

#### **1.4**

Contractor will work closely with City staff as a conduit between ordering party and chosen print subcontractor in an effort to resolve any problems or issues that may arise.

#### **1.5**

The ordering City staff has the right to refuse any print project, request a re-run or be issued a discount due to print quality.

#### **1.6 Proofs - (A thru E inclusive)**

Soft proofs (pdfs) are available for approval via email at no charge. Hard copy proofs may be requested and may incur an additional \$25 per proof fee for small projects with larger format projects to be determined at time of production. (Many times, however, the cost of a hard-copy proof has already been included in the quote, so please inquire at the time an order is placed.)

#### **1.7**

Consultant understands and agrees to adhere to the requirements set forth in the RFP.

#### **1.8 - 1.9**

Contractor IS the City’s contracted graphic designer and is ALWAYS willing to provide City staff with final pdfs.

#### **1.10**

Contractor will endeavor to meet all packing requirements when available through subcontractor’s shipping department. Some subcontractor’s shipping is automated and allowances for additional information such as PO#s may not be included on shipping labels.

## **EXHIBIT C: SCOPE OF WORK (Continued)**

### **1.11**

The ordering City staff has the right to refuse any print project, request a re-run or be issued a discount due to print quality.

### **1.12**

Contractor supports MS Office documents as well as all Adobe products. Files may be transferred via email, CD, DVD or ftp downloads via the Avondale website.

### **1.13 Project Delivery (A thru C inclusive)**

Delivery of all materials will be made according to City staff instructions for each job. In the event a project completion deadline may be delayed, R & R Add Designs will notify the ordering party immediately and a new deadline will be set, per acceptance of the ordering party. If a job will be shipped prior to estimated due date, the ordering party will be notified at contractor's earliest availability.

### **1.14**

Some vendors will allow rush orders and others will not. When available, a rush order option will be made available. Unless otherwise noted for special circumstances, print prices include pick up and delivery.

### **1.15**

Projects will not be billed until orders have been delivered and accepted by the ordering City Department.

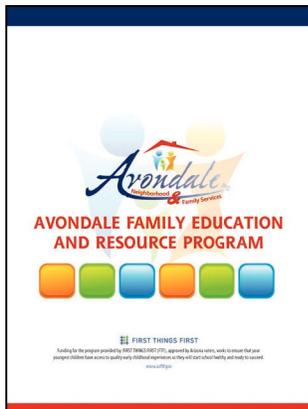
## **2. PRINTED PROJECTS**

Please see Fee Proposal (Exhibit 1) for pricing details.

## EXHIBIT C: SCOPE OF WORK

# VISUAL GUIDE TO EXHIBIT C SAMPLES

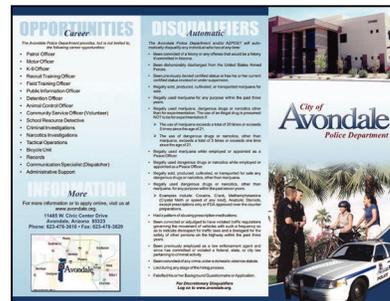
We pride ourselves on our innovative ideas, attention to detail, stellar customer service and delivering quality print materials when you need them. Here is just a sampling of the projects that have been designed and printed by us *specifically for the City of Avondale*.



9 x 12 Presentation Folder:  
 printed full color with 2 pockets  
 and 1 B/C slit



8.5 x 11 Application Form:  
 printed full color, one side



Avondale Police Department  
 Recruiting Brochure: 2-sided, full  
 color, folded to 8.5 x 3.67



Census 2010  
 Bookmarks: printed 2-  
 sided, full color w/UV  
 coating



City Center Marketing Flyer:  
 8.5 x 11, printed full color, 2-sided



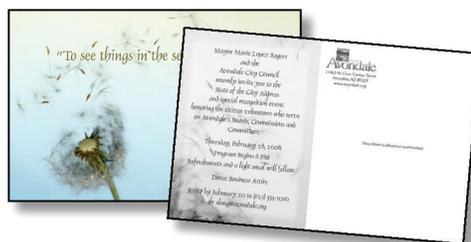
4.25 x 11 Door Hanger: printed  
 full color, 2-sided w/die-cut &  
 UV coating



4 x 9 Rack Cards: printed full  
 color, 2-sided w/UV coating



8.5 x 5.5 Event Post Card: printed full color  
 w/UV coating on both sides



8.5 x 5.5 Event Post Card: printed full color front  
 w/UV coated front, back printed flat black

***APPENDIX A***  
***VENDOR INFORMATION***  
***RFP CR 10-048.2***  
***City Printing Services***



SECTION A

IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

R & R Add Designs  
VENDOR SUBMITTING PROPOSAL

  
FEDERAL TAX ID NUMBER

Noelene Richards, Owner  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

7738 W. Surrey Avenue  
ADDRESS

(623) 463-0933 (623) 463-0944  
TELEPHONE FAX #

Peoria AZ 85381  
CITY STATE ZIP

August 19, 2010  
DATE

WEB SITE: N/A

EMAIL ADDRESS: noelene@cox.net

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No.

If yes, please provide details and documentation of the certification.

# Noelene Richards

REFERENCES & PORTFOLIO  
AVAILABLE UPON REQUEST

BRIGHT IDEAS FOUND HERE

7738 W. SURREY AVENUE  
PEORIA, ARIZONA 85381  
NOELENE@COX.NET  
(623) 939-5753

## Education

### HIGH SCHOOL:

South Dade Senior High  
28401 SW 167th Ave.  
Homestead, FL 33030  
*Graduated with Honors 6/87*

### COLLEGE:

Big Bend Community College  
7662 Chanute St.  
Moses Lake, WA 98837  
*AA in Business Administration 5/90*

### COMPUTER SOFTWARE:

#### PC:

- ▶ Adobe CS2 (Photoshop, InDesign, Illustrator)
- ▶ PageMaker 7
- ▶ CorelDraw 10
- ▶ Quark Xpress 4.0
- ▶ MS Office 2003 (Word, Publisher, PowerPoint)

#### MAC:

- ▶ Adobe CS3 (Photoshop, InDesign, Illustrator)
- ▶ MS Office 2004 (Word, PowerPoint)

### MEMBER

National Association Photoshop  
Professionals - *Since 1998*

## Work Experience

### OWNER/OPERATOR:

January 2000 to Present  
**R & R Add Designs**  
7738 W. Surrey Ave., Peoria, AZ  
**(623) 463-0933**  
*Built free-lance into small design studio and print brokerage business. Cultivated client base including Cities of Avondale and Goodyear, AZ; Medium Retailers, Large Corporations and National Manufacturers and Distributors*

### LEAD GRAPHIC DESIGNER:

May 1997 to April 2000  
**Air Rapid Printing (Sir Speedy)**  
5310 W. Glendale Ave.  
Glendale, AZ  
**(623) 939-0092**  
*Responsible for all graphic design and prepress production for single color to four color process print projects. Customer consultations on complex jobs and creation of all print collateral from concept to completion. Customer service back up for phones and walk-in customers.*

### OUTSIDE SALES:

February 1997 to April 1997  
**UniStar (aka MetaGraphix)**  
2202 W. Lone Cactus  
Phoenix, AZ  
**Phone Disconnected**  
*Personal cold calls and prospecting for new printing customers.*

## Work Experience

### CSR & OUTSIDE SALES

January 1996 to February 1997  
**Marc Business Forms & Printing**  
2432 W. Peoria Ave., Phoenix, AZ  
**(623) 587-7100**  
*Outside sales support: process jobs, bid requests, place orders, proof follow-ups, phone work and filing, minor graphic design. Outside Sales (last 6 mos.)*

### ART DEPARTMENT DIRECTOR:

October 1994 to January 1996  
**DeVoe Printing**  
2001 W. Peoria Ave., Phoenix, AZ  
*Lead Graphic Designer for full service print shop. Create new computer generated artwork, hand paste-ups, some darkroom work, customer consults and order processing and tracking.*

### RESIDENT HALL

**ADMINISTRATIVE ASSISTANT**  
May 1993 to June 1994  
**Big Bend Community College**  
7662 Chanute St., Moses Lake, WA  
*Office assistant and student contact/advisor for 270 (max.) students. Began free-lance designing.*

### GRAPHIC DESIGNER

July 1989 to July 1991  
**Columbia Basin Herald**  
813 W. 3rd Ave., Moses Lake, WA  
*Ad concept, layout & design for local daily newspaper.*

# STATE OF ARIZONA

## Department of State



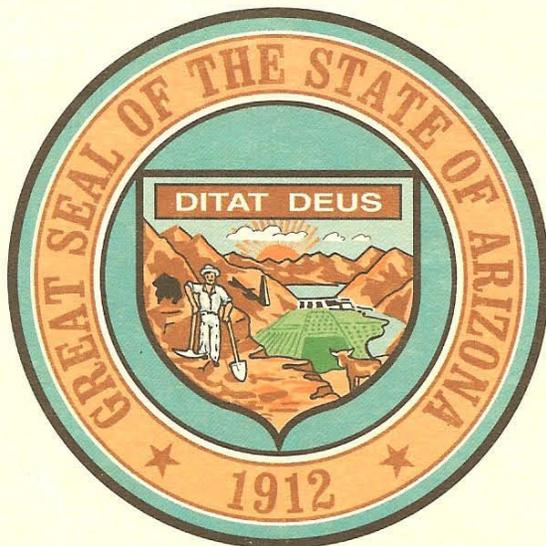
### TRADE NAME CERTIFICATION

R & R ADD DESIGNS

I, Ken Bennett, Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, in behalf of:

NOELENE RICHARDS  
7738 WEST SURREY AVENUE  
PEORIA AZ 85381-

2/3/2010 Application



Registration Date: 02/03/2010

Expiration Date: 2/3/2015

Date First Used: 1/1/2000

Trade Name No.: 481020

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona Done at Phoenix, the capitol, this 3 day of February, 2010.

A handwritten signature in black ink that reads "Ken Bennett".

KEN BENNETT



ARIZONA DEPARTMENT OF REVENUE  
LICENSE & REGISTRATION SECTION  
1600 WEST MONROE  
PHOENIX, ARIZONA 85007-2650

EFFECTIVE DATE  
January 1, 2009

**TRANSACTION PRIVILEGE TAX LICENSE**  
-NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

0900018036598



Issued To: NOELENE M RICHARDS  
R & R ADD DESIGNS  
7738 W SURREY AVE  
PEORIA AZ 85381

07612951

ALL communications and  
reports MUST REFER to  
this LICENSE NO.

**BUSINESS CLASS**

017 Retail

Location: R & R ADD DESIGNS  
7738 W SURREY AVE  
PEORIA AZ 85381

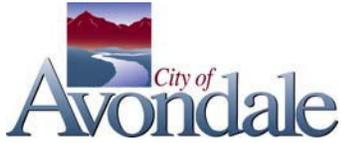
**PROGRAM CITIES**

NONE

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.

According to R15-5-2201, license must be displayed in a conspicuous place.

***APPENDIX B***  
***ADDENDUM NO. 1***  
***RFP CR 10-048.2***  
***City Printing Services***



## REQUEST FOR PROPOSALS

### CITY PRINTING SERVICES CR 10-048.2

#### Addendum No. 1

Date: August 16, 2010

From: Ingrid Melle, City Representative

Subject: Addendum No. 1 to Request For Proposals No. CR 10-048.2

Proposal Due Date and Time: **August 19, 2010**, 3:00 P.M. local time, Phoenix, Arizona

#### SCOPE

This Addendum forms a part of the Agreement and clarifies, corrects, or modifies the original Request for Proposals documents prepared by the City of Avondale. Acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgement and addendum must accompany the submitted Proposal. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of the modifications to the Scope of Work, Section 2, Printed Projects, and revisions to Exhibit D, Fee Proposal, of the Request For Proposals No. CR 10-048.2 as released July 20, 2010.

#### ADDENDUM

1. Scope of Work, Section 2, Printed Projects, is hereby amended as follows:
  - 2.1 Annual Water Consumer Confidence Report Calendar:  
28 pages plus cover, 11" X 17" folded to 8.5" X 11" finished size  
~~Opaque Offset~~  
4/4 + varnish on photo pages, no varnish on calendar or text pages,  
with bleeds.  
Saddle stitch and drill one 1/8" hole.  
Cover stock 100#, velvet cover  
Guts stock 80# velvet book
  - 2.2 RAVE Magazine:  
~~9" X 11.75" finished~~

9" X 11.25" finished  
4/4 with bleeds  
70# gloss book, collate, saddle stitch and trim  
24 page self cover  
28 page self cover  
32 page self cover

2.3 Newsletters 8.5x 11"; folded to 8.5 by 5.5" finished size, 100# GLOSS BOOK. COLOR COPY OR PRESS PRINT (OPTIONAL)

2.4 Bookmarks: 1.5" x 7", full color, dual sided, 14 pt gloss, cover stock

2.5 RACK Cards: 4 x 9, full color, dual sided, 100# book, cover stock

2.6 Posters, as needed. Quantities and specifications will vary.  
11" X 17", color copy, 100# gloss book

2.7 Envelopes

#10 Plain Envelopes. 24# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Window Envelopes. 24# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Plain Envelopes. 24# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Window Envelopes 24# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Plain Envelopes. 70# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Window Envelopes. 70# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Plain Envelopes. 70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Window Envelopes 70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

2.8 Letterhead  
70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

2.9 Business Cards  
One-Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (recycled)  
Two-Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (recycled)

2.10 Door Hangers  
4.25 x 11, full color, 14 pt gloss, cover stock, (DUAL SIDED)

2.12 Additional printing may include but is not limited to:

- Promotional items.
- Invitations and programs for special events.
- Marketing materials.
- Project newsletters, flyers, water bill inserts.
- Signs.
- Folders.
- BUSINESS FORMS

2. Exhibit D, Fee Proposal, is hereby deleted in its entirety and replaced with the Fee Proposal attached to this Addendum No. 1 as Exhibit 1 and incorporated herein by this reference.

CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR PROPOSALS

CITY PRINTING SERVICES  
CR 10-048.2

Addendum No. 1

R+R Add Designs, affirms that ADDENDUM No. 1 has  
(Name of Vendor/Designee)  
been received and that the information contained in ADDENDUM No. 1 has been incorporated  
in formulating the Vendor's Offer.

Noelene Richards, August 19, 2010  
Signed Date

Noelene Richards  
Print Name

Owner / operator  
Title

R+R Add Designs  
Company Name

7738 W. Surrey Ave  
Address

Peoria AZ 85381  
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
NOELENE RICHARDS d/b/a/ R & R ADD DESIGNS

[Scope of Work, Notice of Intent Multiple Award]

See following pages.

## SCOPE OF WORK

1. General Requirements. Contractor shall be required to provide, at a minimum, the following services:

1.1 Printing a variety of media, including, but not limited to, brochures, flyers, posters, letterhead, envelopes, catalogues, magazines, signage, invitations and calendars.

1.2 Contracted printing firm shall maintain a sample reference catalogue of the City's standard printed materials, electronically and as hard copy.

1.3 Orders will be placed by various City departments on an "as needed" basis. The City will not be obligated to any minimum or maximum quantities. The City requests that the supply be kept as close as possible to the quantities required, and will not be financially responsible for more than the required amount. The City has the right to increase or decrease the amount ordered prior to the final proof stage.

1.4 Contractor shall be responsible for providing all labor, equipment, material and consumables necessary for the production of printed material by copying and/or offset printing. Contracted printing firm shall provide support staff to assist in establishing requirements and problem resolution free of charge.

1.5 Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the individual City department.

1.6 Proofs may be required and are subject to City approval before completion of the project.

A. Corrections may be made throughout the final stages of the production of materials. Unfortunately, these changes or corrections are often beyond the control of City staff. The City will endeavor to ensure that changes are kept to a minimum, and/or sufficient notice is given to the contractor when changes are necessary. These changes or corrections may include, but are not limited to, registration fees, additional details or photographs, format changes to any document, etc.

B. New proofs shall be submitted to the City for final approval if corrections are required. New PDF files shall be supplied to the City project.

C. No claims for extra work shall be entertained, and any additional work on behalf of the contracted printing firm shall be authorized in writing prior to commencement of the work.

D. Should the contracted printing firm require more information or clarification on any project, it shall be obtained prior to the submission of the proposed proofs.

E. Any change in production that results in additional charges to the City shall be discussed and accompanied with an authorization in writing, signed by a duly authorized employee of the City of Avondale prior to the commencement of the change. No invoices for additional charges shall be accepted without written authorization.

1.7 Any designs, drawings, pictures, blueprints, etc. provided by the City department for use in production of printed material involves property rights of the City and shall be held confidential by the Contractor(s).

1.8 Provide City Representative or designee with a PDF file of the final approved project as requested.

1.9 Contractor must work with the City's contracted graphic design vendors.

1.10 All packages, boxes, and cartons shall be labeled as to contents, purchase order number, job order number and ordering department name. Packaging instructions shall be included with each order, and packages shall be signed for by duly authorized personnel of the City.

1.11 All work completed will be subject to inspection and approval by the ordering City department and the City reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the Contractor(s).

1.12 The City requires Contractor(s) to have the capability to receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk or drive). The City generally uses Microsoft Office and Adobe products and Contractors shall be able to produce copies from all MS Office and Adobe file formats.

1.13 Delivery locations include, but are not limited to, any City of Avondale facility or business partner. The City shall designate the appropriate mail house or distributor at time of order.

Avondale City Hall, 11465 West Civic Center Drive, Avondale  
Mail house - TBD

The above is not an exhaustive list of printing project delivery locations required by the City. All delivery information shall be provided at the time of order and may vary by project.

A. If the contracted printing firm determines that it is unable to deliver the project on the date agreed upon at the time of the order, a designated member of the City staff shall be notified at least one week prior to the anticipated delivery date of the order.

B. If the contracted printing firm determines that it is able to deliver the project earlier than the date indicated at the time of the order, a designated member of

the City staff shall be notified at least twenty-four (24) hours prior to the delivery of the order.

C. The City has the right to add additional delivery locations or change the amounts delivered without additional cost.

1.14 Print services pricing must be all-inclusive. Pricing must include pick up, delivery, and rush charges, if applicable. If rush fees will be charged, the Contractor must specify in the Fee Proposal how the fees will be calculated.

1.15 Final payment shall not be authorized until all materials are received, inspected, and approved by the requesting City Department.

2. Printed Projects. The following specifications for each printed project are provided as a guide. The City reserves the right to change project specifications as needed to meet changing informational and artistic needs.

- 2.1 Annual Water Consumer Confidence Report Calendar:  
28 pages plus cover, 11" X 17" folded to 8.5" X 11" finished size  
4/4 + varnish on photo pages, no varnish on calendar or text pages,  
with bleeds.  
Saddle stitch and drill one 1/8" hole.  
Cover stock 100#, velvet cover  
Guts stock 80# velvet book
- 2.2 RAVE Magazine:  
9" X 11.25" finished  
4/4 with bleeds  
70# gloss book, collate, saddle stitch and trim  
24 page self cover  
28 page self cover  
32 page self cover
- 2.3 Newsletters 8.5x 11"; folded to 8.5 by 5.5" finished size, 100# GLOSS BOOK. COLOR COPY OR PRESS PRINT (OPTIONAL)
- 2.4 Bookmarks: 1.5" x 7", full color, dual sided, 14 pt gloss, cover stock
- 2.5 RACK Cards: 4 x 9, full color, dual sided, 100# ~~book~~, cover stock
- 2.6 Posters, as needed. Quantities and specifications will vary.  
11" X 17", color copy, 100# gloss book
- 2.7 Envelopes  
  
#10 Plain Envelopes. 24# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Window Envelopes. 24# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Plain Envelopes. 24# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Window Envelopes 24# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Plain Envelopes. 70# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Window Envelopes. 70# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Plain Envelopes. 70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Window Envelopes 70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

2.8 Letterhead

70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

2.9 Business Cards

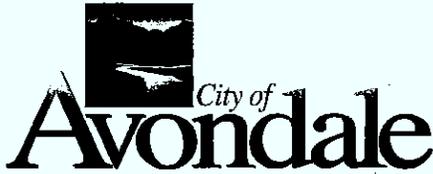
One-Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (recycled)  
Two-Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (recycled)

2.10 Door Hangers

4.25 x 11, full color, 14 pt gloss, cover stock, (DUAL SIDED)

2.12 Additional printing may include but is not limited to:

- Promotional items.
- Invitations and programs for special events.
- Marketing materials.
- Project newsletters, flyers, water bill inserts.
- Signs.
- Folders.
- Business forms.



**Finance and Budget Department**

11465 W. Civic Center Drive, Suite 250

Avondale, Arizona 85323-6807

Phone: (623) 333-2029

Fax: (623) 333-0200

Website: [www.avondale.org](http://www.avondale.org)

September 17, 2010

Ms. Noelene Richards, Owner  
R+R Ad Designs  
7738 W. Surrey Avenue  
Peoria, AZ 85381

Subject: Notice of Intent Multiple Award –RFP CR10-048.2 City Printing Services

Ms. Noelene Richards:

The City is pleased to notify R+R Ad Designs of our intent to issue a Multiple Award contract to provide the services requested in the above referenced Request for Proposals. Pursuant to the terms in Section I. 12.3 of the RFP, the City may elect to issue multiple award(s) for the qualifying Vendors. At this time the City has selected the services offered by your firm as detailed in Attachment 1, herein and reserves the right to modify the services upon mutual agreement of both parties.

Although selected, the contract awards are pending. The Proposal becomes a contract when the agreement is signed by both the City and your firm and accepted by the City Council.

This item is scheduled to go before council during the October 4, 2010, Council Meeting. If you have questions or require additional information, please do not hesitate to contact me at 623.333.2029 or [lbrowning@avondale.org](mailto:lbrowning@avondale.org). We look forward to working with you.

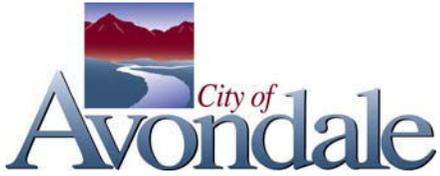
Sincerely,

A handwritten signature in black ink that reads 'L. Browning'.

Loretta Browning  
Procurement Officer

cc: File  
Ingrid Melle

Attachment



**Finance and Budget Department**

11465 W. Civic Center Drive, Suite 250

Avondale, Arizona 85323-6807

Phone: (623) 333-2029

Fax: (623) 333-0200

Website: [www.avondale.org](http://www.avondale.org)

Notice of Intent to Award

Attachment 1 of 1

CR 10-048.2

RFP CR 10-048.2 City Printing Services

**Awarded to Century Graphics**

**Project Description(s):**

Annual Water Consumer confidence Report Calendar  
RAVE Magazine  
Newsletters  
City Letterhead  
City Envelopes  
Posters

**Awarded to R+R Ad Designs**

**Project Description(s):**

Bookmarks  
Rack Cards  
Door Hangers  
Brochures  
City Business Cards

**City's additional printing needs may include, but are not limited to the items as listed below, of which the City may use either of the contracted vendors for services.**

- Promotional items.
- Invitations and programs for special events.
- Marketing materials.
- Project newsletters, flyers, water bill inserts.
- Signs.
- Folders.
- City Business Forms

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
NOELENE RICHARDS d/b/a/ R & R ADD DESIGNS

[Fee Proposal]

See following pages.

## EXHIBIT 1: FEE PROPOSAL

Please provide pricing for the following elements. Indicate if Recyclable options are available in equivalent or similar format, and pricing based on recycle optional specifics. Indicated pricing for all options based on quantity requests.

PRINT ITEM CATEGORIES AND DESCRIPTIONS		Unit Price	Extended Price
<b>Quantity</b>	<b>Annual Water Consumer Confidence Report Calendar</b>		
5,000	28 pages + 4 Page Cover 11"x 17" folded to 8.5 x 11" finished size 28 pages plus cover, 11" X 17" folded to 8.5" X 11" finished size 4/4 + varnish on photo pages, no varnish on calendar or text pages, with bleeds. Saddle stitch and drill one 1/8" hole. Cover stock 100#, velvet cover Guts stock 80# velvet book	1.32	\$6611
<b>Quantity</b>	<b>RAVE Magazine (Publication 3 issues per calendar year) - 9" X 11.25" finished</b>		
	4/4 with bleeds 70# gloss book, collate, saddle stitch and trim 24 page self cover 28 page self cover 32 page self cover		
5,000	24 Page Self Cover Option	0.61	\$3073
10,000	24 Page Self Cover Option	0.43	\$4304
30,000	24 Page Self Cover Option	0.32	\$9602
5,000	28 Page Self Cover Option	0.74	\$3720
10,000	28 Page Self Cover Option	0.53	\$5320
30,000	28 Page Self Cover Option	0.41	\$12,404
5,000	32 Page Self Cover Option	0.72	\$3623
10,000	32 Page Self Cover Option	0.52	\$5193
30,000	32 Page Self Cover Option	0.40	\$11,999
5,000	36 Page Self Cover Option	0.91	\$4539
10,000	36 Page Self Cover Option	0.63	\$6347
30,000	36 Page Self Cover Option	0.51	\$15,118

**EXHIBIT 1: FEE PROPOSAL (Continued)**

PRINT ITEM CATEGORIES AND DESCRIPTIONS		Unit Price	Extended Price
<b>Quantity</b>	<b>Newsletters - 8.5x 11; folded to 8.5 by 5.5" finished size, color copy or press print (Optional), 100# gloss book</b>		
1,000		0.31	\$307
27,000		0.08	\$2133
<b>Quantity</b>	<b>Bookmarks - 1.5" x 7", full color, dual sided, 14 pt gloss, cover stock</b>		
500		0.17	\$86
1,000		0.11	\$112
5,000		0.05	\$272
<b>Quantity</b>	<b>RACK Cards - 4 x 9, full color, dual sided, 100# cover stock</b>		
1,000		0.19	\$188
5,000		0.07	\$367
10,000		0.07	\$710
<b>Quantity</b>	<b>LETTERHEAD</b>		
5,000	Letterhead. 70# smooth offset (recycled) White, 4-COLOR process, no bleed.	0.10	\$503
10,000	Letterhead. 70# smooth offset (recycled) White, 4-COLOR process, no bleed.	0.09	\$929
5,000	Letterhead. 70# smooth offset (non-recycled) White, 4-COLOR process, no bleed.	0.09	\$427
10,000	Letterhead. 70# smooth offset (non-recycled) White, 4-COLOR process, no bleed.	0.08	\$803
<b>Quantity</b>	<b>DOOR HANGERS - 4.25 x 11, full color, 14 pt gloss, cover stock, dual sided</b>		
1,000		0.27	\$267
2,500		0.19	\$480
5,000		0.15	\$761

**EXHIBIT 1: FEE PROPOSAL (Continued)**

PRINT ITEM CATEGORIES AND DESCRIPTIONS			Unit Price	Extended Price
<b>Quantity</b>	<b>BROCHURES — 8.5" x 11" Flat</b> Rollfold to 3.67 x 8.5 Overall finished size 4-color process , full bleed on both sides Printed on #100 glossy			
1,000			0.31	\$307
5,000			0.12	\$612
10,000			0.11	\$1134
<b>Quantity</b>	<b>BUSINESS CARDS</b>			
250	<b>Business Cards One Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (R)</b>		0.17	\$42
500	Business Cards same as above		0.10	\$51
1,000	Business Cards same as above		0.06	\$61
250	<b>Business Cards One Sided, 4- COLOR process: 2 x 3.5; 14 pt matt/dull</b>		0.12	\$30
500	Business Cards same as above		0.07	\$34
1,000	Business Cards same as above		0.06	\$60
250	<b>Business Cards TWO Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (R)</b>		0.21	\$52
500	Business Cards same as above (2-sided)		0.12	\$61
1,000	Business Cards same as above (2-sided)		0.07	\$71
250	<b>Business Cards TWO Sided, 4- COLOR process: 2 x 3.5;14 pt matt/dull</b>		0.16	\$40
500	Business Cards same as above (2-sided)		0.09	\$45
1,000	Business Cards same as above (2-sided)		0.07	\$65
	<b>Design Fee Set-up per name or per change to existing card - Includes 2 proofs</b>		\$10	
<b>Quantity</b>	<b>ENVELOPES</b>			
500	#10 Plain Envelopes. 24# White Wove, White, black ink only, no bleed. (R) = \$102		0.18	\$90
1,000	#10 Plain Envelopes, 24# White Wove, White, black ink only, no bleed. (R) = \$132		0.10	\$100
5,000	#10 Plain Envelopes, 24# White Wove, White, black ink only, no bleed. (R) = \$406		0.05	\$245
500	#10 Window Envelopes, 24# White Wove, White, black ink only, no bleed. (R) = \$106		0.18	\$92
1,000	#10 Window Envelopes, 24# White Wove, White, black ink only, no bleed. (R) = \$139		0.11	\$105
5,000	#10 Window Envelopes, 24# White Wove, White, black ink only, no bleed. (R) = \$444		0.05	\$265
500	#10 Plain Envelopes, 24# White Wove, White, 4-color process, no bleed.		0.84	\$420

**(R) = Recycled**

**EXHIBIT 1: FEE PROPOSAL (Continued)**

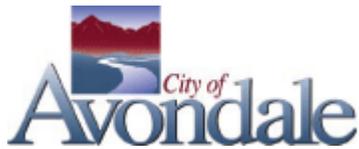
**VENDOR NOTE:** For *4-color process* envelope printing **70# Opaque Offset** is the recommended stock. For *single color* envelope printing, **24# White Wove** is the recommended stock.

PRINT ITEM CATEGORIES AND DESCRIPTIONS		Unit Price	Extended Price
<b>Quantity</b>	<b>ENVELOPES (Continued)</b>		
1,000	#10 Plain Envelopes, 24# White Wove, White, 4-color process, no bleed.	0.49	\$490
5,000	#10 Plain Envelopes, 24# White Wove, White, 4-color process, no bleed.	0.22	\$1106
500	#10 Window Envelopes, 24# White Wove, White, 4-color process, no bleed.	0.90	\$450
1,000	#10 Window Envelopes, 24# White Wove, White, 4-COLOR process, no bleed.	0.53	\$530
5,000	#10 Window Envelopes, 24# White Wove, White, 4-COLOR process, no bleed.	0.22	\$1146
500	#10 Plain Envelopes, 70# White Wove, White, black ink only, no bleed.	0.28	\$138
1,000	#10 Plain Envelopes, 70# White Wove, White, black ink only, no bleed.	0.21	\$212
5,000	#10 Plain Envelopes, 70# White Wove, White, black ink only, no bleed.	0.16	\$820
500	#10 Window Envelopes, 70# White Wove, White, black ink only, no bleed.	0.29	\$144
1,000	#10 Window Envelopes, 70# White Wove, White, black ink only, no bleed.	0.23	\$225
5,000	#10 Window Envelopes, 70# White Wove, White, black ink only, no bleed.	0.18	\$882
500	#10 Plain Envelopes, 70# White Wove, White, 4-color process, no bleed. (R) = \$275	0.54	\$270
1,000	#10 Plain Envelopes, 70# White Wove, White, 4-color process, no bleed. (R) = \$340	0.33	\$328
5,000	#10 Plain Envelopes, 70# White Wove, White, 4-color process, no bleed. (R) = \$1042	0.20	\$1017
500	#10 Window Envelopes, 70# White Wove, White, 4-color process, no bleed.	0.60	\$300
1,000	#10 Window Envelopes, 70# White Wove, White, 4-COLOR process, no bleed. (R) = \$378	0.37	\$368
5,000	#10 Window Envelopes, 70# White Wove, White, 4-COLOR process, no bleed. (R) = \$1155	0.23	\$1137
<b>(R) = Recycled, available in 70# White Opaque Offset (no such item as 70# White Wove)</b>			
<b>Quantity</b>	<b>Posters - 11" X 17", color copy, 100# gloss book</b>		
100		3.06	\$306
500		0.74	\$371

  
 \_\_\_\_\_  
 Authorized Signature:

Date: August 19, 2010

**Additional Vendor Note: Sales Tax on all printed items is 9.1%. Terms: Net 30 days**  
 No discount for lot combos - each order qty must stand alone. (Example: 2 orders of 500 brochures can not be combined for a total 1,000 brochures at the 1,000 price. Each order of 500 brochures will be billed separately at the 500 price.)



# CITY COUNCIL REPORT

**SUBJECT:**  
Professional Services Agreement - Century  
Graphics

**MEETING DATE:**  
October 4, 2010

**TO:** Mayor and Council  
**FROM:** Pier Simeri, Community Relations and Public Affairs Director 623-333-1611  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is recommending that the City Council award a Professional Services Agreement to Century Graphics for printing services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City recently issued a Request for Proposal for Printing Services (RFP) as part of its ongoing efforts to streamline multiple printing projects required by the various departments within the organization, and to ensure that the City receives the best quality printing at a competitive price. The Community Relations & Public Affairs Department coordinated with the Finance Department to identify the major printing projects in the City (ranging from annual reports to public education brochures) to ensure that the potential bidders would be capable of producing these projects and to have the biggest impact on cost. Due to the variety of printing projects, the RFP included a clause that allows the City to issue multiple awards to qualified vendors.

**DISCUSSION:**

A competitive bidding process was conducted by the Finance Department in accordance with the City's purchasing policies and procedures. The request for proposals was advertised on the City website and also in the West Valley View and the Business Gazette on July 22, 2010 under legal notices. Bidders were invited in for a pre-submittal conference on August 11, 2010 at Avondale City Hall where they had the opportunity to view the materials included in the bid and to ask questions. The bidding process concluded at 3:00 pm MST on August 22, 2010. On September 13, 2010, a five-member panel reviewed the qualifications and then the pricing structure of each of the qualifying bids.

The review panel came to the unanimous decision to award a contract to Century Graphics for the printing the following projects:

- Annual Water Consumer confidence report
- RAVE Magazine
- Newsletters
- City Letterhead
- City Envelopes
- Posters

Consideration was given to the quality of the printing projects as well as competitive pricing. The City may use either of the successful vendors for other printing needs as they arise.

The term of the agreement is two years with three one-year extension options. The amount of the agreement is for \$100,000 for the original term of the agreement with a not to exceed amount of \$250,000 for the total term of the agreement. Depending on the specific printing project, City departments coordinate with either the Community Relations or the City Clerk's Department, but the requesting department is responsible for the cost of the printing project.

**BUDGETARY IMPACT:**

Each department has a line item in their budget for printing services.

**RECOMMENDATION:**

Staff recommends that the City Council award a Professional Services Agreement to Century Graphics for printing services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [PSA](#)

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CENTURY GRAPHICS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of October 4, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Century Graphics, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. The City issued a Request for Proposals "Request for Proposals for City Printing Services (CR 10-048.2)" as amended by that certain Addendum No. 1 to Request for Proposals for City Printing Services (CR 10-048.2) dated August 16, 2010 (collectively, the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for professional printing services.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Contractor to produce and provide certain professionally printed materials (the "Services"). Pursuant to the terms of the RFP, the City has elected to issue multiple awards for the 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 City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 4, 2012 (the "Initial Term"). This Agreement may be renewed for up to two additional one-year terms (each a "Renewal Term") if deemed in the best interests of the City and subject to availability and appropriation of funds for renewal in each subsequent year. Such renewal shall occur upon the City's written notice to the Contractor given not later than 30 days prior to the end of the then - current term. The Initial Term and any Renewal Terms are collectively referred to as the "Term". Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work as modified by the Notice of Intent Multiple Award dated September 17, 2010, each attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an annual aggregate amount not to exceed \$100,000.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference, and in the quantities as set forth in purchase orders issued by the City.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. 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. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 11.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis,

coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled 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 an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement 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 Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

#### 14. Miscellaneous.

14.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will 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 Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will 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 for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Facsimile: (623) 333-0100  
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Facsimile: (602) 340-1538  
Attn: Andrew J. McGuire, Esq.

If to Contractor: Century Graphics, Inc.  
2960 Grand Avenue  
Phoenix, Arizona 85017  
Facsimile: (602) 271-4064  
Attn: Barbara A. Knight

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed

received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any 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 this Agreement.

14.16 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its 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). Contractor's or its subcontractor's failure to

comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor’s Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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

**“City”**

**“Contractor”**

CITY OF AVONDALE, an Arizona  
municipal corporation

CENTURY GRAPHICS, INC., an Arizona  
corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

\_\_\_\_\_  
Barbara A. Knight, President

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(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 Barbara A. Knight, as President of CENTURY GRAPHICS, INC., an Arizona corporation, on  
behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

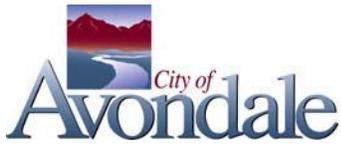
My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CENTURY GRAPHICS, INC.

[RFP]

See following pages.



**REQUEST FOR PROPOSALS  
FOR  
CITY PRINTING SERVICES**

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **CR 10-048.2**

Solicitation Title: **City Printing Services**

Release Date: **July 20, 2010**

Advertisement Dates: **July 20, 2010 – West Valley View  
July 22, 2010 – Arizona Business Gazette**

**NON-MANDATORY**  
Pre-Submittal Conference: **August 11, 2010  
9:00 A.M.**  
City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

Final Date for Inquiries **August 12, 2010**

Proposal Due Date and Time: **August 19, 2010  
3:00 p.m.** (local time, Phoenix, Arizona)

Shortlist Announced for Oral Interviews: **August 26, 2010**

Oral Interviews (if necessary): **September 2, 2010**

Target City Council Award Date: **September 20, 2010**

Anticipated Agreement Start Date: **September 21, 2010**

City Representatives: **Ingrid Melle imelle@avondale.org  
623-333-1614  
Loretta Browning lbrowning@avondale.org  
623-333-2029**

\* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

\*\* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

**Table of Contents**

<u>Section A</u>	<u>Page</u>
I. RFP Process; Award of Agreement	A-1
II. Proposal Format; Scoring	A-6
III. Oral Interviews; Scoring	A-9
IV. Vendor Information Form	A-10
 <u>Section B</u>	
Sample Professional Services Agreement	B-1

**SECTION A**

---

**I. RFP PROCESS; AWARD OF AGREEMENT**

1. Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) from qualified contractors (“Vendors”) interested providing professional printing services for the production of printed materials used to support, market and promote the City’s operations, activities and programs; as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C (the “Services”), and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed proposals (“Proposals”) for the Services specified in the Scope of Work in the sample Professional Services Agreement.

1.1 Background. The City is seeking proposals from qualified printing services contractors to produce various creative professionally printed materials on an as-needed basis. Examples of projects could include, but are not limited to: brochures/info pamphlets, business cards, letter head, envelopes, water bill inserts, direct mail, reports, calendars, rack cards, newsletters, magazines and catalog/ program guides, posters for special events, postcards/invitations, bookmarks, displays/signs and door hangers.

The printing services will be used on a project basis by the City Community Relations Department. The City is seeking a contractor willing to extend pricing agreed upon for this Agreement to all City departments and services.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

- a. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.
- b. Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- c. Vendor cannot demonstrate financial stability.
- d. Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

SECTION A

---

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original and five (5) copies (six (6) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to address the Proposal criteria (excluding resumes, the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4. Vendor Responsibilities. All Vendors shall (a) examine the entire RFP, (b) seek clarification of any item or requirement that may not be clear, (c) check all responses for accuracy before submitting a Proposal and (d) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **City Printing Services (CR 10-048.2)**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Service Agreement in Exhibit C. A sample Fee Proposal is attached to the Professional Service Agreement as Exhibit D.

2.7. Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered

SECTION A

---

to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to one of the City Representatives via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-

**SECTION A**

---

mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the final date for inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

9. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal.

SECTION A

---

Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity. It 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 or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature; False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.6 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. **PRICES SHALL NOT BE READ.** The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the scoring criteria set forth in this RFP.

**SECTION A**

---

The amount of applicable transaction privilege or use tax of the city shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

12.3 Multiple Award. The selected Agency(s) will be required to execute the City's standard Contractor Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. The City may contract with multiple Agencies who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

12.4 Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.5 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals or portions thereof and (iii) reissue an RFP.

12.6 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Service Agreement is included herein.

**II. PROPOSAL FORMAT; SCORING**

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally,

**SECTION A**

---

the Selection Committee will evaluate and award points to each Proposal based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with at least three (3), but not more than five (5), of the highest ranked Vendors based upon the Proposal submittal scoring.

**Section 1: General Information**

**10 pts**

- A. One page cover letter as described in Section I, 2.3.
- B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Vendor's principal office and the local work office, if different.
- D. Provide a general description of the Vendor that is proposing to provide the Services, including number of years in business.
- E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.
- F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.
- G. Vendor Information Form (may be attached as separate appendix).

**Section 2: Experience and Qualifications of the Vendor**

**25 pts**

- A. Provide a detailed description of the Vendor's experience in providing similar printing services to municipalities or other entities of a similar size to the City.
- B. Provide a list of at least three (3) organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following:
  - (i) Name of company or organization.
  - (ii) Contact name.
  - (iii) Contract address, telephone number and e-mail address.

**SECTION A**

---

- (iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

**Section 3: Key Positions**

**20 pts**

A. Identify each key personnel member that will render services to the City including title and relevant experience required.

B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

C. If a subcontractor will be used for all work of a certain type, include information on the proposed subcontractor. Identify each of them in the Proposal. Describe their qualifications and the work to be performed.

D. Attach a brief résumé (three (3) page maximum) and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés shall be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

**Section 4: Proposed Services Provided**

**35 pts**

A. Provide a description of the type of services proposed. Include a sample of the proposed Services, pricing plan and schedule of operations as it relates to the Scope of Work described in the Professional Services Agreement in Exhibit C. (Samples may be included in a separate appendix and will not be included in the page count.) In order to allow for adequate evaluation, the City requires the sample and pricing plan to be valid and irrevocable for 120 days after the opening time and date.

B. Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit C, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

C. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the City. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the City's general representation.

**SECTION A**

---

**Section 5: Pricing**

**10 pts**

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit D of the Professional Service Agreement.

**Total Possible Points for Proposal:**

**100**

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's program approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

**Oral Interview**

10	General Information
30	Experience and Qualifications of the Vendor
20	Key Personnel
<u>40</u>	Proposed Services Provided
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**SECTION A**

---

**IV. VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

---

\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

---

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CENTURY GRAPHICS, INC.

[Contractor's Proposal]

See following pages.



City of Avondale  
11465 West Civic Center Drive, Ste. 200  
Avondale, AZ 85323

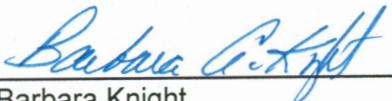
Proposal  
Solicitation Number: **CR 10-048.2**  
Century Graphics Vendor # 11272

Due Date: August 19, 2010  
Time: 3:00 PM (local time, Phoenix, AZ)

Enclosed please find our bid for Solicitation Number: CR 10-048.2

As per Section A - 2.9, this bid proposal is valid and irrevocable for 120 days after the Proposal Due Date and Time.

Thank you for considering Century Graphics as a qualified printing services contractor.

  
\_\_\_\_\_  
Barbara Knight  
President  
Century Graphics

8-19-10  
\_\_\_\_\_  
Date

Enclosures



## TABLE OF CONTENTS

	<b>Page #</b>
<b>Section 1: GENERAL INFORMATION</b>	
A. Cover Letter	1
Table of Contents	2
B & C. Description of Century Graphics organization address and contact information.	3
D. General Description of Century Graphics	4
E & F. Previous contract standings.	
G. Vendor Information Form	5
<b>Section 2: EXPERIENCE &amp; QUALIFICATIONS OF CENTURY GRAPHICS</b>	
A. Detailed experience of Century Graphics	6
B. References	6
<b>Section 3: KEY POSITIONS</b>	
A & B. Key personals' roles and responsibilities / qualifications	7
C. Subcontractor	9
<b>Section 4: PROPOSED SERVICES PROVIDED</b>	
A. Types of services proposed	10
B & C. Method of Approach	11
<b>Section 5: ADDEMDUM</b>	
Addendum 1	12
<b>Pricing:</b> 6 Total Copies of Fee Proposal is sealed white envelope	NA
<b>Samples:</b> Printed Samples is a Separate Sealed White Envelope	NA



Section 1:

B & C.

Legal Organization of Company

Century Graphics Inc. is woman owned, small business that was incorporated in 2002

Address: 2960 Grand Avenue, Phoenix, AZ 85017

Phone Number: (602) 271-4060

Fax Number: (602) 271-4064

President: Barbara A. Knight

Vice President: Jim Knight

Federal Tax ID #: 71-09148-42

Arizona Sales Tax #: 07-671326-Y

City of Phoenix Sales Tax #: 03-000348

Contact Information: Contact: James Knight Jr.

Phone Number: (602) 271-4060 ext. 106

Email Address: [james@cgiaz.com](mailto:james@cgiaz.com)

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**  
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

\*\*\*CENTURY GRAPHICS, INC.\*\*\*

a domestic corporation organized under the laws of the State of Arizona, did incorporate on October 2, 2002.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

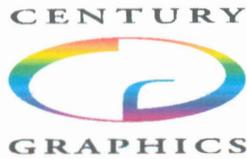
This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 11th Day of May, 2010, A. D.



  
Executive Director

By: \_\_\_\_\_ 468360



D.

### Century Graphics Inc. History

**Company Started:** October 1983

**Description of Co.** Lithographic Printer

**Owners:** Barbara & Jim Knight

**Employees:** 30

**Location:** 2960 Grand Avenue  
Phoenix, AZ 85017

**Square Feet:** 43,000

**Background:** Jim and Barbara Knight formed Century Graphics after selling their print shop in Boise, Idaho. Jim Knight has over 43 years of experience in all phases of printing production. He began in the printing field when he was 12 and worked at his fathers blueprint/printing shop located in Burbank, California working in a family owned business enabled Jim Knight to be a hand on person in every phase of production. Century Graphics is a third generation family owned and operated business. All of the family members have operated the equipment giving them first hand knowledge to administer the personnel that operate it. The personnel at Century Graphics have been hand picked for their ability to produce quality products. The majority of the personnel have been employed by Century Graphics in excess of 10 years and have been in their respective trade 25 years or more. An ongoing goal of Century Graphics is the production of quality products through continuous training and excellent relations with their customers.

**Philosophy:** We have an overwhelming commitment to meet customer needs and exceed their expectations. As our company grows we have developed around the philosophy that the word "NO" does not exist. The company is here for our customers, seven days a week, 24 hours a day if necessary.

**Mission:** Our mission is to develop long-term relationships with our customers by providing them with high quality products, on-time delivery, and competitive pricing. As customer needs change, Century Graphics will continue to anticipate customer requirements.

E & F

Century Graphics has not had any contract terminated or any litigation or arbitration with the last 28 years.

SECTION A

IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Century Graphics Inc.  
VENDOR SUBMITTING PROPOSAL

71-09148-42  
FEDERAL TAX ID NUMBER

Barbara A. Knight / President  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

2960 Grand Avenue  
ADDRESS

602-271-4060      602-271-4064  
TELEPHONE      FAX #

Phoenix      AZ      85017  
CITY      STATE      ZIP

August 18, 2010  
DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: james@cgiaz.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?  
NO

If yes, please provide details and documentation of the certification.



## Section 2: Experience and Qualifications of the Vendor

### A.

Century Graphics has been in business for 28 years. We have printed for City of Phoenix, City of Tucson, City of Mesa. We have also printed for State of Arizona, Maricopa County Community Colleges Kyrene School District, Deer Valley Unified School District, Arizona State University, KAET. Our Projects have been very diversified from, business cards to complicated die cut folders, ballot information booklets, and hard bound specialty books, local specialized yellow page directories.

### B.

#### REFERENCES

Company: City of Peoria  
Contact: Kelly Corsette

E-Mail: [Kelly.corsette@peoriaaz.gov](mailto:Kelly.corsette@peoriaaz.gov)  
Phone: 480-644-3373

Address: 8401 West Monroe Street, Peoria, AZ 85345

Projects: Council Members District Newsletters (4 versions-print semi-annually, 5<sup>th</sup> year of 5 year contract), Focus Newsletter (quarterly for last 5 years), Various Bill Inserts, Maps, Brochures, Post Cards, Annual Reports, Labels and Public Pamphlets.

---

Company: Chandler Unified School District  
Contact: Virgil Cox

E-Mail: [Cox.Virgil@chandler.k12.az.us](mailto:Cox.Virgil@chandler.k12.az.us)  
Phone: 480-812-7612

Address: 1524 West Frye Road, Chandler, AZ 85224

Projects: In our 3<sup>rd</sup> year of printing various class books.

---

Company: City of Glendale  
Contact: Marchetta Strunk

E-Mail: [MStrunk@glendaleaz.com](mailto:MStrunk@glendaleaz.com)  
Phone: 623-931-9651

Address: 5850 West Glendale Avenue, Glendale, AZ 85301-2599

Projects: Flyers, Rack Cards, Brochures, Parks & Recreation Magazine



### Section 3: Key Positions

A. & B.

#### **COMPANY PERSONNEL** (key personnel underlined)

##### **Owners: Barbara and Jim Knight**

Century Graphics has been serving the Phoenix Metropolitan area for over 27 years, providing high quality printing products to the commercial market and the newsprint publication market.

##### **Barbara Knight**

Barbara is the President of Century Graphics and has been in the printing field for 44 years. She started as the accountant of the family owned printing operation in Burbank, CA. Currently she also assumes the duties of the Human Resource Officer, Accounting and the Front Office Operation.

##### **Jim Knight Sr.**

Jim is the CEO of Century Graphics and has a B.A. degree in Business Management and has over 50 years experience in the printing profession. He has been involved in the printing industry as a second-generation family member working in his family's business since he was 12, beginning in Los Angeles, California. He has also attended Technical Colleges and Seminars within the printing field.

##### **James Knight, Jr., Production Coordinator**

James has a B.S. Degree, College of Engineering, in Graphic Communications from Arizona State University. He has been working with the company since 1982. He currently serves as the Plant Manager, scheduler, buyer and prepress management duties of Century Graphics. James serves as liaison between the Sales Rep, Production Managers and vendors/suppliers. This includes coordinating specific press schedules and production time-lines with the Pressroom Manager. He coordinates detail job flow throughout the plant, focusing on deadline adherence. James also has experience at a large commercial printing facility (W.A. Kruger) as Pressroom Quality Control and Job Scheduler.



### **Domingo "Jay" Gutierrez, Customer Service**

Jay, as everyone knows him by, has been involved in various areas of printing since 1993. He attended Glendale Community College and Northern Arizona University majoring in computer information systems and journalism. After completing his studies, he went to work for Westsider Newspaper as production coordinator then went to work in the small printing shop area gaining experience in graphic design, pre-press, customer service and dark room. He then advanced to print shops with larger presses and got experience in areas of estimating, scheduling, large project management, purchasing and fulfillment before joining Century Graphics. Jay joined Century Graphics in December of 2008 filling the customer service position. He enjoys working closely with Century's customers and follows jobs from the creative technical quoting stage to the finished product.

### **Ken Knight, Pressroom/Bindery Production Manager**

Ken is present during the press runs, and has a keen sense of detail and an eye for quality. He executes continuous monitoring and pressrun 'pulls' every 15 minutes documenting the quantity and time of the pull. This includes all presses and bindery equipment. He has direct communication with the production departments of Pressroom and bindery, and executes troubleshooting skills to make corrections if need be before the finishing stage of the product. He has an A.A. in Business Administration and Management. He manages and oversees the work schedule of the Pressroom, Bindery and Shipping Departments. He also works with the Production Coordinator to implement pressroom production details and quality assurance techniques throughout the production process. Ken oversees and coordinates press checks with the Sales Reps and the Customers. He works closely with the Quality Control Supervisor, and looks at the best possible production method to assure the highest quality as the product moves into bindery and completion. He also has mechanical expertise, and is able to expedite press technicalities and mechanical repairs in a timely manner. Ken has worked for the company for 23 years.

### **Bob Gearhart, Distribution Manager**

Bob assures timeliness of product reaching its final destination, by keeping lines of communication open between Sales Rep and destination contact person. Bob double-checks all corresponding paperwork, P.O.'s, items received and packaging details. He monitors trafficking and truck availability. He oversees packaging, including boxing and skidding of product, and shipping, either directly to destination via our company vehicles, or through shipping subcontractors when necessary. Bob has been with the company over 21 years and worked in prior years in the prepress department.

### **Production Staff**

- 9 Pressmen, with 160 years accumulative related work experience.
- 3 Prepress personnel, with 60 years accumulative related work experience.
- 7 Bindery Personnel with 102 years accumulative related work experience.
- 2 Drivers & Distribution staff with a total of 40 years related work experience.
- 3 Estimators, with 49 years of accumulative estimating work experience.



### **Front Office Staff**

**Sherri Schulze**, Accountant, 20 years related work experience in the printing industry.  
**Charmaine Jacobs**, Front Office Secretary, Accounts Payable Controller, Quote Supervisor and Purchasing Agent.

**C.**

### **Subcontractor**

**Excellence Printing:** Louis Rivera, Owner.

Louis is the owner of excellence printing and has been in business for sixteen years. He produces small format printing one color up to four color printing.



## Section 4: Proposed Services Provided

### A.

#### TYPES OF SERVICES PROPOSED

We have expertise in all aspects needed to complete your printed projects from binding, plastic comb binding with the title printed on the comb spine, saddle stitching, die cutting, collating, folding, roll folding, shrink wrapping, drilling holes, tab insets, laminating and delivering the finished products.

**Annual Budget and Financial Plan:** Requires printing text and cover, tab insets, cutting and lamination, plastic comb binding with title printed on comb spine.

**Annual Water Consumer Confidence Report Calendar:** Requires printing text and cover, folding, saddle stitching, and drilling one 1/8" hole.

**RAVE Magazine:** Requires printing text and cover, collating, trimming, folding and saddle stitching.

**Newsletters, Bookmarks, RACK Cards, Posters:** Requires printing and trimming.

**Envelopes:** Requires printing specified #10 Envelopes with one color, two colors and 4 color process.

**Door Hanger:** Requires printing, trimming and die cutting.

**Brochures:** Requires printing text and cover, trimming and roll folding.

We can provide quotes for the Additional Printing items stated below when requested:

- Promotional Items
- Invitations
- Marketing Materials
- Project Newsletters, Flyers, Water Bills
- Signs
- Folders

**Alternative approaches:** We will propose cost saving alternatives for all printing projects. It is our goal to be as cost efficient as possible. These efforts will be coordinated with the City of Avondale's representatives.



**B. & C.**

### **METHOD OF APPROACH**

Quotes can be requested by phone, fax, e-mail or in person. Once a quote request is received, it is sent to Estimating for pricing to be calculated. The priced quote is then typed and faxed or e-mailed to the requestor. Century Graphics prides itself on 24 hour or less turn around time on all typical quotes during the week and quotes received the last business day of a week, will be completed and sent to the requester on the following business day.

When a quote is accepted, the files/art can be put on CD and supplied to Century Graphics or they can be sent via FTP which holds up to 100gb (see FTP site instructions attached) and or e-mail attachment which holds up to 8 mg. (See enclosed list of programs on equipment list that are in use by Century Graphics for accepting files.) The files are then reviewed by the prepress department and proofs (Digital (low resolution) and/or Epson (high resolution) are prepared for the customer to review and approve or change before approving. The turn around time in case a rush job is needed, proofs can be ready for review via PDF or in person within 2-3 hours, with normal turn around time to produce proofs of same or next day. The proofs can be sent via PDF, or be reviewed at Century Graphics, picked up for review or Century Graphics will deliver. Upon approval of the proofs, Century Graphics can pick up or the customer can return, the job is then scheduled for production. Depending on the size, complexity of the job, number of different processes; i.e. printing, folding, binding, trimming, die cut, etc., the time required for production will vary. Press proofs by the customer are always welcome by Century Graphics. The customer just needs to let Century Graphics know they would like to schedule a press proof and Century with work with the customer to schedule a mutually satisfactory time.

Century Graphics is very fortunate to have experienced and quality personnel in all areas of operation. Each person employed at Century Graphics' is very knowledgeable and highly skilled in their area of production. They are willing to assist our customer with suggestions to make a job more cost efficient, the best quality of materials for the price, ideas to bind or improve appear of finished product, or any areas of production.

Century Graphics' equipment (see enclosed equipment list) allows flexibility in job and product sizes, paper size of both rolls and sheet size, weight of paper, a wide variety of ink and finish selections, bindery with exception of specialized binding, die cutting and manufacturing. For these services, Century Graphics' has established long time business relationships with top quality, trusted vendors who are highly competent in matching ink colors for PMS inks, embossing and foiling.

Century Graphics has an overrun policy of 10%. We have presses in operation six (6) days a week with flexibility in hours to accommodate rush jobs by working evenings and Sundays. Century Graphics is willing to do whatever needs to be done to meet our customer's needs and deadlines.

Century Graphics has presses capable of producing a large array of printed materials from postcards to envelopes, newsletters, programs, magazines, booklets, folders and everything in between. We can print in full or spot color from 20# newsprint up to 20 pt. board stock, ranging in size from 2"x 3" up to 27"x 39", with bleeds or no bleeds to meet customer's requirements.



Century Graphics' bindery has the capability to fold; trim; perforate; score; drill; padding; NCR glue; bind in saddle stitch and GBC spiral bind. For numbering, foiling, spiral bind in plastic coil or wire-o, loop stitch; perfect bind, embossing and other glues, we have business relationships with established vendors to perform these functions. We quality control checks set up with each of these outside vendors who perform these function to ensure each job is completed accurately and with high quality.

Century Graphics personnel coordinates all mailing segments of a customer's job. All lists are process through United States Postal Service (USPS) approved software called "Smart Addresser 5". This software cass certifies, presorts all incoming lists and shows the most cost effective way to mail. It provides the Post Office with the proper paperwork for USPS sorting requirements and for obtaining automation rates. All flat size mailing material is run on a Kirk Rudy High Speed Inkjet Processor. All material is bundled per sorting requirements and put into postal sacks with proper bag trays per Postal Regulations. The mail is then delivered to the appropriate Post Office with proper paperwork where it is received; weight is verified and accepted by USPS. Flat mail is taken to the main Post Office or the West side Flat Processing Post Office.

CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR PROPOSALS

CITY PRINTING SERVICES  
CR 10-048.2

Addendum No. 1

Century Graphics Inc., affirms that ADDENDUM No. 1 has  
(Name of Vendor/Designee)  
been received and that the information contained in ADDENDUM No. I has been incorporated  
in formulating the Vendor's Offer.

, August 18, 2010  
Signed Date

Barbara A. Knight  
Print Name

President  
Title

Century Graphics Inc.  
Company Name

2960 Grand Avenue  
Address

Phoenix, AZ 85017  
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CENTURY GRAPHICS, INC.

[Scope of Work, Notice of Intent Multiple Award]

See following pages.

## **SCOPE OF WORK**

1. General Requirements. Contractor shall be required to provide, at a minimum, the following services:

1.1 Printing a variety of media, including, but not limited to, brochures, flyers, posters, letterhead, envelopes, catalogues, magazines, signage, invitations and calendars.

1.2 Contracted printing firm shall maintain a sample reference catalogue of the City's standard printed materials, electronically and as hard copy.

1.3 Orders will be placed by various City departments on an "as needed" basis. The City will not be obligated to any minimum or maximum quantities. The City requests that the supply be kept as close as possible to the quantities required, and will not be financially responsible for more than the required amount. The City has the right to increase or decrease the amount ordered prior to the final proof stage.

1.4 Contractor shall be responsible for providing all labor, equipment, material and consumables necessary for the production of printed material by copying and/or offset printing. Contracted printing firm shall provide support staff to assist in establishing requirements and problem resolution free of charge.

1.5 Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the individual City department.

1.6 Proofs may be required and are subject to City approval before completion of the project.

A. Corrections may be made throughout the final stages of the production of materials. Unfortunately, these changes or corrections are often beyond the control of City staff. The City will endeavor to ensure that changes are kept to a minimum, and/or sufficient notice is given to the contractor when changes are necessary. These changes or corrections may include, but are not limited to, registration fees, additional details or photographs, format changes to any document, etc.

B. New proofs shall be submitted to the City for final approval if corrections are required. New PDF files shall be supplied to the City project.

C. No claims for extra work shall be entertained, and any additional work on behalf of the contracted printing firm shall be authorized in writing prior to commencement of the work.

D. Should the contracted printing firm require more information or clarification on any project, it shall be obtained prior to the submission of the proposed proofs.

E. Any change in production that results in additional charges to the City shall be discussed and accompanied with an authorization in writing, signed by a duly authorized employee of the City of Avondale prior to the commencement of the change. No invoices for additional charges shall be accepted without written authorization.

1.7 Any designs, drawings, pictures, blueprints, etc. provided by the City department for use in production of printed material involves property rights of the City and shall be held confidential by the Contractor(s).

1.8 Provide City Representative or designee with a PDF file of the final approved project as requested.

1.9 Contractor must work with the City's contracted graphic design vendors.

1.10 All packages, boxes, and cartons shall be labeled as to contents, purchase order number, job order number and ordering department name. Packaging instructions shall be included with each order, and packages shall be signed for by duly authorized personnel of the City.

1.11 All work completed will be subject to inspection and approval by the ordering City department and the City reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the Contractor(s).

1.12 The City requires Contractor(s) to have the capability to receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk or drive). The City generally uses Microsoft Office and Adobe products and Contractors shall be able to produce copies from all MS Office and Adobe file formats.

1.13 Delivery locations include, but are not limited to, any City of Avondale facility or business partner. The City shall designate the appropriate mail house or distributor at time of order.

Avondale City Hall, 11465 West Civic Center Drive, Avondale  
Mail house - TBD

The above is not an exhaustive list of printing project delivery locations required by the City. All delivery information shall be provided at the time of order and may vary by project.

A. If the contracted printing firm determines that it is unable to deliver the project on the date agreed upon at the time of the order, a designated member of the City staff shall be notified at least one week prior to the anticipated delivery date of the order.

B. If the contracted printing firm determines that it is able to deliver the project earlier than the date indicated at the time of the order, a designated member of

the City staff shall be notified at least twenty-four (24) hours prior to the delivery of the order.

C. The City has the right to add additional delivery locations or change the amounts delivered without additional cost.

1.14 Print services pricing must be all-inclusive. Pricing must include pick up, delivery, and rush charges, if applicable. If rush fees will be charged, the Contractor must specify in the Fee Proposal how the fees will be calculated.

1.15 Final payment shall not be authorized until all materials are received, inspected, and approved by the requesting City Department.

2. Printed Projects. The following specifications for each printed project are provided as a guide. The City reserves the right to change project specifications as needed to meet changing informational and artistic needs.

- 2.1 Annual Water Consumer Confidence Report Calendar:  
28 pages plus cover, 11" X 17" folded to 8.5" X 11" finished size  
4/4 + varnish on photo pages, no varnish on calendar or text pages,  
with bleeds.  
Saddle stitch and drill one 1/8" hole.  
Cover stock 100#, velvet cover  
Guts stock 80# velvet book
- 2.2 RAVE Magazine:  
9" X 11.25" finished  
4/4 with bleeds  
70# gloss book, collate, saddle stitch and trim  
24 page self cover  
28 page self cover  
32 page self cover
- 2.3 Newsletters 8.5x 11";, folded to 8.5 by 5.5" finished size, 100# GLOSS BOOK. COLOR COPY OR PRESS PRINT (OPTIONAL)
- 2.4 Bookmarks: 1.5" x 7", full color, dual sided, 14 pt gloss, cover stock
- 2.5 RACK Cards: 4 x 9, full color, dual sided, 100# ~~book~~, cover stock
- 2.6 Posters, as needed. Quantities and specifications will vary.  
11" X 17", color copy, 100# gloss book
- 2.7 Envelopes  
  
#10 Plain Envelopes. 24# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Window Envelopes. 24# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Plain Envelopes. 24# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Window Envelopes 24# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Plain Envelopes. 70# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Window Envelopes. 70# smooth offset (recycled and non-recycled)  
White, one color, no bleed.

#10 Plain Envelopes. 70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

#10 Window Envelopes 70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

2.8 Letterhead

70# smooth offset (recycled and non-recycled)  
White, 4-COLOR process, no bleed.

2.9 Business Cards

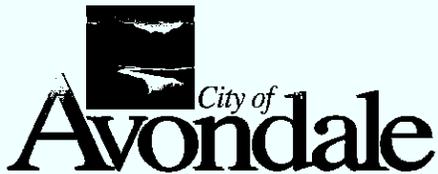
One-Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (recycled)  
Two-Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover (recycled)

2.10 Door Hangers

4.25 x 11, full color, 14 pt gloss, cover stock, (DUAL SIDED)

2.12 Additional printing may include but is not limited to:

- Promotional items.
- Invitations and programs for special events.
- Marketing materials.
- Project newsletters, flyers, water bill inserts.
- Signs.
- Folders.
- Business forms.



**Finance and Budget Department**

11465 W. Civic Center Drive, Suite 250

Avondale, Arizona 85323-6807

Phone: (623) 333-2029

Fax: (623) 333-0200

Website: [www.avondale.org](http://www.avondale.org)

September 17, 2010

Ms. Barabara A. Knight, President  
Century Graphics Inc.  
2960 Grand Avenue  
Phoenix, AZ 85017

Subject: Notice of Intent Multiple Award –RFP CR10-048.2 City Printing Services

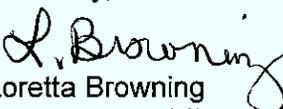
Ms. Barbara Knight:

The City is pleased is to notify Century Graphics Inc, of our intent to issue a Multiple Award contract to provide the services requested in the above referenced Request for Proposals. Pursuant to the terms in Section I. 12.3 of the RFP, the City may elect to issue multiple award(s) for the qualifying Vendors. At this time the City has selected the services offered by your firm as detailed in Attachment 1, herein and reserves the right to modify the services upon mutual agreement of both parties.

Although selected, the contract awards are pending. The Proposal becomes a contract when the agreement is signed by both the City and your firm and accepted by the City Council.

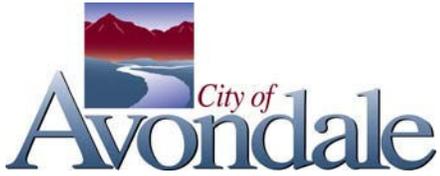
This item is scheduled to go before council during the October 4, 2010, Council Meeting. If you have questions or require additional information, please do not hesitate to contact me at 623.333.2029 or [lbrowning@avondale.org](mailto:lbrowning@avondale.org) . We look forward to working with you.

Sincerely,

  
Loretta Browning  
Procurement Officer

cc: File  
Ingrid Melle

Attachment



**Finance and Budget Department**

11465 W. Civic Center Drive, Suite 250

Avondale, Arizona 85323-6807

Phone: (623) 333-2029

Fax: (623) 333-0200

Website: [www.avondale.org](http://www.avondale.org)

Notice of Intent to Award

Attachment 1 of 1

CR 10-048.2

RFP CR 10-048.2 City Printing Services

**Awarded to Century Graphics**

**Project Description(s):**

Annual Water Consumer confidence Report Calendar  
RAVE Magazine  
Newsletters  
City Letterhead  
City Envelopes  
Posters

**Awarded to R+R Ad Designs**

**Project Description(s):**

Bookmarks  
Rack Cards  
Door Hangers  
Brochures  
City Business Cards

**City's additional printing needs may include, but are not limited to the items as listed below, of which the City may use either of the contracted vendors for services.**

- Promotional items.
- Invitations and programs for special events.
- Marketing materials.
- Project newsletters, flyers, water bill inserts.
- Signs.
- Folders.
- City Business Forms

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CENTURY GRAPHICS, INC.

[Fee Proposal]

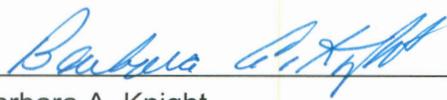
See following pages.

## FEE PROPOSAL

Please provide pricing for the following elements. Indicate if Recyclable options are available in equivalent or similar format, and pricing based on recycle optional specifics. Indicated pricing for all options based on quantity requests.

PRINT ITEM CATEGORIES AND DESCRIPTIONS		Unit Price	Extended Price
Quantity	<b>Annual Water Consumer Confidence Report Calendar</b>		
5,000	28 pages + 4 Page Cover 11"x 17" folded to 8.5 x 11" finished size 28 pages plus cover, 11" X 17" folded to 8.5" X 11" finished size 4/4 + varnish on photo pages, no varnish on calendar or text pages, with bleeds. Saddle stitch and drill one 1/8" hole. Cover stock 100#, velvet cover Guts stock 80# velvet book	1.115ea	\$5,575.00
Quantity	<b>RAVE Magazine (Publication 3 issues per calendar year) - 9" X 11.25" finished</b>		
	4/4 with bleeds 70# gloss book, collate, saddle stitch and trim 24 page self cover 28 page self cover 32 page self cover		
5,000	24 Page Self Cover Option	.5758ea	\$2,879.00
10,000	24 Page Self Cover Option	.4132 ea	\$4,132.00
30,000	24 Page Self Cover Option	.2914ea	\$8,741.00
5,000	28 Page Self Cover Option	.7002ea	\$3,501.00
10,000	28 Page Self Cover Option	.5145ea	\$5,145.00
30,000	28 Page Self Cover Option	.3399ea	\$10,198.00
5,000	32 Page Self Cover Option	.6946ea	\$3,473.00
10,000	32 Page Self Cover Option	.5202ea	\$5,202.00
30,000	32 Page Self Cover Option	.3281ea	\$9,844.00
5,000	36 Page Self Cover Option	.857ea	\$4,285.00
10,000	36 Page Self Cover Option	.6132ea	\$6,132.00
30,000	36 Page Self Cover Option	.4085ea	\$12,255.00

Prices above do not include 9.3% Sales Tax and will be added at time of invoicing.

  
 \_\_\_\_\_  
 Barbara A. Knight  
 President  
 Century Graphics

PRINT ITEM CATEGORIES AND DESCRIPTIONS		Unit Price	Extended Price
<b>Quantity</b>	<b>Newsletters - 8.5x 11; folded to 8.5 by 5.5" finished size, color copy or press print (Optional), 100# gloss book</b>		
1,000		.285ea	\$285.00
27,000		.0513ea	\$1,384.00
<b>Quantity</b>	<b>Bookmarks - 1.5" x 7", full color, dual sided, 14 pt gloss, cover stock</b>		
500		.538ea	\$269.00
1,000		.278ea	\$278.00
5,000		.073ea	\$365.00
<b>Quantity</b>	<b>RACK Cards - 4 x 9, full color, dual sided, 100# cover stock</b>		
1,000		.317ea	\$317.00
5,000		.091ea	\$455.00
10,000		.0629ea	\$629.00
<b>Quantity</b>	<b>LETTERHEAD</b>		
5,000	Letterhead. 70# smooth offset (recycled) White, 4-COLOR process, no bleed.	.0884ea	\$442.00
10,000	Letterhead. 70# smooth offset (recycled) White, 4-COLOR process, no bleed.	.0671ea	\$671.00
5,000	Letterhead. 70# smooth offset (non-recycled) White, 4-COLOR process, no bleed.	.083ea	\$415.00
10,000	Letterhead. 70# smooth offset (non-recycled) White, 4-COLOR process, no bleed.	.0619ea	\$619.00
<b>Quantity</b>	<b>DOOR HANGERS - 4.25 x 11, full color, 14 pt gloss, cover stock, dual sided</b>		
1,000		.552ea	\$552.00
2,500		.266ea	\$665.00
5,000		.1582ea	\$791.00

Prices above do not include 9.3% Sales Tax and will be added at time of invoicing.

  
 \_\_\_\_\_  
 Barbara A. Knight  
 President  
 Century Graphics

PRINT ITEM CATEGORIES AND DESCRIPTIONS		Unit Price	Extended Price
<b>Quantity</b>	<b>BROCHURES — 8.5" x 11" Flat</b> Rollfold to 3.67 x 8.5 Overall finished size 4-color process , full bleed on both sides Printed on #100 glossy		
1,000		.39ea	\$390.00
5,000		.1506ea	\$753.00
10,000		.0984ea	\$984.00
<b>Quantity</b>	<b>BUSINESS CARDS</b>		
250	<b>Business Cards One Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover</b>	.272ea	\$68.00
500	Business Cards same as above	.14ea	\$70.00
1,000	Business Cards same as above	.075ea	\$75.00
250	<b>Business Cards One Sided, 4- COLOR process: 2 x 3.5; 14 pt matt/dull</b>	.224ea	\$56.00
500	Business Cards same as above	.116ea	\$58.00
1,000	Business Cards same as above	.063ea	\$63.00
250	<b>Business Cards TWO Sided, 4- COLOR process: 2 x 3.5; 100# uncoated cover</b>	.288ea	\$72.00
500	Business Cards same as above (2-sided)	.148ea	\$74.00
1,000	Business Cards same as above (2-sided)	.078ea	\$78.00
250	<b>Business Cards TWO Sided, 4- COLOR process: 2 x 3.5;14 pt matt/dull</b>	.268ea	\$67.00
500	Business Cards same as above (2-sided)	.14ea	\$70.00
1,000	Business Cards same as above (2-sided)	.074ea	\$74.00
	<b>Design Fee Set-up per name or per change to existing card - Includes 2 proofs</b>		\$35.00/hr
<b>Quantity</b>	<b>ENVELOPES</b>		
500	#10 Plain Envelopes. 24# White Wove, White, black ink only, no bleed.	.178ea	\$89.00
1,000	#10 Plain Envelopes, 24# White Wove, White, black ink only, no bleed.	.104ea	\$104.00
5,000	#10 Plain Envelopes, 24# White Wove, White, black ink only, no bleed.	.0448ea	\$224.00
500	#10 Window Envelopes, 24# White Wove, White, black ink only, no bleed.	.184ea	\$92.00
1,000	#10 Window Envelopes, 24# White Wove, White, black ink only, no bleed.	.11ea	\$110.00
5,000	#10 Window Envelopes, 24# White Wove, White, black ink only, no bleed.	.0494ea	\$247.00
500	#10 Plain Envelopes, 24# White Wove, White, 4-color process, no bleed.	.66ea	\$330.00

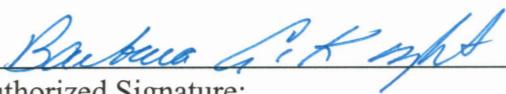
Prices above do not include 9.3% Sales Tax  
and will be added at time of invoicing.

  
Barbara A. Knight  
President  
Century Graphics

PRINT ITEM CATEGORIES AND DESCRIPTIONS		Unit Price	Extended Price
<b>Quantity</b>	<b>ENVELOPES (Continued)</b>		
1,000	#10 Plain Envelopes, 24# White Wove, White, 4-color process, no bleed.	.362ea	\$362.00
5,000	#10 Plain Envelopes, 24# White Wove, White, 4-color process, no bleed.	.1226ea	\$613.00
500	#10 Window Envelopes, 24# White Wove, White, 4-color process, no bleed.	.73ea	\$365.00
1,000	#10 Window Envelopes, 24# White Wove, White, 4-COLOR process, no bleed.	.384ea	\$384.00
5,000	#10 Window Envelopes, 24# White Wove, White, 4-COLOR process, no bleed.	.1162ea	\$581.00
500	#10 Plain Envelopes. 70# White Wove, White, black ink only, no bleed.	.238ea	\$119.00
1,000	#10 Plain Envelopes, 70# White Wove, White, black ink only, no bleed.	.159ea	\$159.00
5,000	#10 Plain Envelopes, 70# White Wove, White, black ink only, no bleed.	.0906ea	\$453.00
500	#10 Window Envelopes, 70# White Wove, White, black ink only, no bleed.	.238ea	\$119.00
1,000	#10 Window Envelopes, 70# White Wove, White, black ink only, no bleed.	.159ea	\$159.00
5,000	#10 Window Envelopes, 70# White Wove, White, black ink only, no bleed.	.0906ea	\$453.00
500	#10 Plain Envelopes, 70# White Wove, White, 4-color process, no bleed.	.492ea	\$246.00
1,000	#10 Plain Envelopes, 70# White Wove, White, 4-color process, no bleed.	.28ea	\$280.00
5,000	#10 Plain Envelopes, 70# White Wove, White, 4-color process, no bleed.	.1146ea	\$573.00
500	#10 Window Envelopes, 70# White Wove, White, 4-color process, no bleed.	.496ea	\$248.00
1,000	#10 Window Envelopes, 70# White Wove, White, 4-COLOR process, no bleed.	.284ea	\$284.00
5,000	#10 Window Envelopes, 70# White Wove, White, 4-COLOR process, no bleed.	.1208ea	\$604.00
<b>Quantity</b>	<b>Posters - 11" X 17", color copy, 100# gloss book</b>		
100		2.11ea	\$211.00
500		.472ea	\$236.00

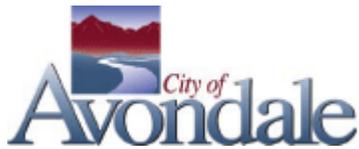
Prices above do not include 9.3% Sales Tax and will be added at time of invoicing.

NOTE: All prices include pickup and delivery. Rush charges are not figured in the pricing and if rush charges are necessary they are based on the individual job at that time.

  
 \_\_\_\_\_  
 Authorized Signature:

Barbara A. Knight / President  
 Century Graphics Inc.

Date: 08/18/2010



# CITY COUNCIL REPORT

**SUBJECT:**

Change Order No. 1 - Visus, Inc. -  
Avondale/Encanto Boulevard Improvements  
Project

**MEETING DATE:**

October 4, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests that the City Council approve Change Order No. 1 to the Avondale Boulevard and Encanto Boulevard Intersection Improvement Construction Contract with Visus, Inc. in the amount of \$61,094.70, authorize the transfer of \$62,000 from CIP Street Fund Line Item 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart to CIP Street Fund Line Item 304-1179-00-8420, Traffic Signal - Avondale/Encanto and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On August 18, 2008, Council approved a professional services agreement with Dibble Engineering to provide design services for roadway and traffic signal improvements at the intersection of Avondale Boulevard and Encanto Boulevard. This project was to install a traffic signal at the intersection as well as construct some roadway widening to improve the overall safety of this intersection.

On December 19, 2009, Council approved a construction contract with Visus, Inc. in the amount of \$480,285.96 to provide construction services for the Avondale Boulevard and Encanto Boulevard Improvement Project. The scope of services included:

- Installation of MCDOT style traffic signal
- Reconstruction of SRP irrigation structure
- Installation of curb, gutter and sidewalk
- Installation of a new bus shelter pad

**DISCUSSION:**

During construction, several conditions arose which necessitated additional work. Visus, Inc. was installing the new SRP pipe when it was found that the new pipe location was in conflict with the existing 12-inch waterline. In order to fulfill SRP requirements, the waterline had to be relocated. As the contractor prepared for ABC placement, it was found that the existing subgrade underneath the SRP irrigation ditch was very wet. Construction could not proceed without addressing this condition. Cement-treated base was used to stabilize the wet subgrade. This project was originally bid in August 2009 but due to right-of-way challenges, construction did not start until February 2010. The time frame from bid submittal to actual construction caused the contractor's asphalt price to expire. The price of asphalt rose over this time and the contractor is requesting reimbursement for the additional material cost.

**SCHEDULE:**

Change Order No. 1 lengthened the original schedule by 30 days. The schedule for construction is listed below:

Construction:

Council Award - December 14, 2009

Construction Begin - February 19, 2010

Construction Ends - July 2010

**BUDGETARY IMPACT:**

Staff negotiated with Visus, Inc. on the change conditions for each item (see attached cost breakdown). The 12" waterline relocation fee is \$21,246.61, soil stabilization is \$24,479.39, and asphalt price increase is \$23,658.80 for a grand total of \$69,384.80. However, \$8,290.10 was remaining in the original contract budget that was deducted from this total. Therefore, the requested change order amount is \$61,094.70.

Funding for Change Order No. 1 in the amount of \$61,094.70 is available in CIP Street Fund Line Item 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysar, which must be transferred to CIP Street Fund Line Item 304-1179-00-8420, Traffic Signal - Avondale/Encanto.

**RECOMMENDATION:**

Staff recommends that the City Council approve Change Order No. 1 to the Avondale Boulevard and Encanto Boulevard Intersection Improvement Construction Contract with Visus, Inc. in the amount of \$61,094.70, authorize the transfer of \$62,000 from CIP Street Fund Line Item 304-1153-00-8420, 127th Ave - Lower Buckeye to Dysart to CIP Street Fund Line Item 304-1179-00-8420, Traffic Signal - Avondale/Encanto and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Vicinity Map](#)

 [Change Order No. 1](#)

VICINITY MAP



Aug 2009 - GIS / MAPPING SECTION

CITY OF AVONDALE  
Avondale Blvd & Encanto Blvd Improvements

# CONSTRUCTION CONTRACT CHANGE ORDER

## CITY OF AVONDALE ENGINEERING DEPARTMENT

**Project Name:** Avondale Blvd & Encanto Blvd Improvements  
**City Project No.:** 09-ST1179  
**Design Engineer:** Dibble Engineering

**CHANGE ORDER NO.:** 1      **Date:** September 20, 2010  
**Change Order Request No.:** 1      **Date:** September 20, 2010

**CONTRACTOR:** Visus, Inc.

**Original Contract Start Date:** February 19, 2010  
**Original Contract Completion Date:** June 21, 2010  
**Revised Contract Completion Date:** July 21, 2010

---

**CHANGE ORDER DESCRIPTION:** Repair subsurface pavement conditions encountered during construction, install water dip and cover pavement material cost increase. Total change order is not to exceed \$61,094.70

**REASON FOR CHANGE ORDER:** Existing subgrade soils were wet, additional work was needed to correct the situation. A waterline dip was needed to void a conflict with the irrigation line. Due to overall project timeframe, asphalt prices increased and contractor's bid price expired.

### CONTRACT AMOUNT

Original Contract: \$ 480,285.96  
Previous C.O.'s: \$ 0.00  
This Change Order: \$ 61,094.70  
Total All C.O.'s: \$ 61,094.70  
Revised Contract: \$ 541,380.66

### CONTRACT TIME

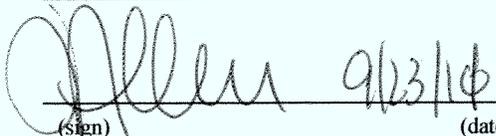
Original Contract: 120 days  
Previous C.O.'s: 0 days  
This Change Order: 30 days  
Total All C.O.'s: 30 days  
Revised Contract: 150 days

---

IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

### **CONTRACTOR:**

Visus, Inc.

By:  (date) 9/23/10

CEO  
Title

### **CITY OF AVONDALE:**

By: \_\_\_\_\_  
Charles P. McClendon, City Manager (date)

Attest: \_\_\_\_\_  
Carmen Martinez, City Clerk (date)

Avondale and Encanto Intersection Improvements  
 Project ST1179

Lower existing 12" waterline on Encanto in conflict with new 36" SRP Irrigation.  
 Waterline will be lowered to approximately 12' below finish pavement grade.

<b>Equipment:</b>	Quantity	Hourly Rate	Operating Cost	Hours	Total
307 Trac Hoe	1	\$46.00	\$18.35	8	\$514.80
Backhoe	1	\$40.00	\$20.75	16	\$972.00
Water Truck	1	\$34.28	\$29.10	16	\$1,014.08
Pickup	1	\$13.00	\$13.80	16	\$428.80
Shoring	1	\$25.00	\$0.00	16	\$400.00
Trash Pump	1	\$12.00	\$0.00	8	\$96.00
Dump Truck	1	\$65.00	\$0.00	8	\$520.00
				Subtotal	\$3,430.88
<b>Labor:</b>					
Foreman	1	\$60.00		16	\$960.00
Operator	1	\$35.00		40	\$1,400.00
Pipelayer	2	\$30.00		16	\$960.00
Labor	1	\$25.00		16	\$400.00
				Subtotal	\$3,720.00
<b>Material:</b>					
	Quantity	Unit	Unit Price		Total
Pipe Material	1.00	EA	\$3,863.26		\$3,863.26
Cold Mix	5	TN	\$90.00		\$450.00
ABC	25	TN	\$8.50		\$212.50
Slurry	60	CY	\$55.00		\$3,300.00
				Subtotal	\$7,825.76
<b>Other:</b>					
Kickers	2	EA	\$400.00		\$800.00
Barricades	2	DY	\$175.00		\$350.00
				Subtotal	\$1,150.00
				Subtotal	\$16,126.64
		Markup		15	\$2,419.00
		Tax		5.72	\$1,060.81
		Bond		2.5	\$490.16
				<b>Total</b>	<b>\$21,246.61</b>

**Soil Cement**

Install 12" cement treated base and recompact.  
 Pot hole phone line to verify depth.

<b>Equipment:</b>	Quantity	Hourly Rate	Operating Cost	Hours	Total
Blade	1	\$62.00	\$35.00	12	\$1,164.00
Scraper	1	\$96.00	\$56.25	8	\$1,218.00
Water Truck	1	\$34.28	\$29.10	12	\$760.56
Roller	1	\$46.25	\$15.10	0	\$0.00
Pickup	1	\$13.00	\$13.80	20	\$536.00
Backhoe	1	\$40.00	\$20.75	8	\$486.00
				Subtotal	\$4,164.56
<b>Labor:</b>					
Foreman	1	\$60.00		20	\$1,200.00
Operator	1	\$35.00		40	\$1,400.00
Grade Checker	1	\$30.00		20	\$600.00
Labor	1	\$25.00		20	\$500.00
				Subtotal	\$3,700.00
<b>Material:</b>	Quantity	Unit	Unit Price		Total
Fabric	0	SY	\$0.00		\$0.00
ABC	0	TN	\$0.00		\$0.00
				Subtotal	\$0.00
<b>Other:</b>					
Cement Treat Base	850	SY	\$ 12.70		\$10,795.00
Testing	1	LS	\$ 800.00		\$800.00
				Subtotal	\$11,595.00
				Subtotal	\$19,459.56
		Markup		15	\$2,918.93
		Tax		6.72	\$1,503.83
		Bond		2.5	\$597.06
				<b>Total</b>	<b>\$24,479.39</b>

Note: Overexcavation for cement and fine grade in subgrade prep line item.

City of Avondale  
Change Order Request

Increase in Asphalt due to the delays with SRP and Cox on the relocation of their facilities.

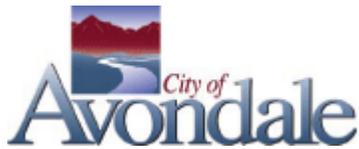
	Qunatity	Unit		New price		Original price		Difference		Cost Increase
Asphalt Surface Course	585	TN	\$	50.00	\$	35.50	\$	14.50	\$	8,482.50
Asphalt Base Course	720	TN	\$	50.00	\$	35.50	\$	14.50	\$	10,440.00
								Subtotal	\$	18,922.50
								Markup	15 \$	2,838.38
								Tax	6.07 \$	1,320.89
								Bond	2.5 \$	577.04
								Total	\$	23,658.80

Attachments:

Original Quote      Mesa Materials Purchase Order  
New Quotes:        Mesa Materials  
                          Cemex

Used Mesa Materials due to time frame for holding price.

Numbers will change pending final quantities.



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2931-1010 - Intergovernment Agreement with Arizona Board of Regents for participation in the Arizona Violent Death Reporting System

**MEETING DATE:**

October 4, 2010

**TO:** Mayor and Council

**FROM:** Kevin Kotsur, Chief of Police (623) 333-7201

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a resolution authorizing an Intergovernmental Agreement between Arizona State University and the City of Avondale to establish a Violent Death Reporting System (VDRS) in Arizona.

**DISCUSSION:**

The Center for Violence Prevention and Community Safety (the Center) at Arizona State University is proposing to the Centers for Disease Control (CDC) the establishment of a Violent Death Reporting System (VDRS) in Arizona. To date, 17 states across the country have established such systems that compile statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate local agencies. Objectives of these statewide surveillance systems include providing comprehensive snapshots of violent incidents to further understand such events and informing communities, policy makers, planners, and decision makers on violent deaths so that preventive programs can be enacted.

The Center is currently seeking connections with stakeholders throughout Arizona for the success of this project, such as County medical examiner's offices, local police departments, and tribal governments. The Center hopes to formalize these connections with memos of understanding from each stakeholder by mid-2011, to result in a complete application for funding to the Centers for Disease Control by fall, 2011.

**BUDGETARY IMPACT:**

Data collection for the project will be funded entirely by a grant from the Centers for Disease Control.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with Arizona State University for the establishment of a Violent Death Reporting System (VDRS) in Arizona.

**ATTACHMENTS:**

Click to download

[FAQ for VDRS](#)

[Resolution 2931-1010](#)

## **Frequently Asked Questions about the Violent Death Reporting System**

The following are a list of frequently asked questions about the Violent Death Reporting System and the expectations associated with an agency's participation.

### **What states are already participating in the VDRS?**

Alaska, Colorado, Kentucky, Georgia, New Mexico, Maryland, Massachusetts, Michigan, New Jersey, North Carolina, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Utah, Virginia, and Wisconsin are currently participating. The CDC expects to eventually have all 50 states participating in the VDRS, similar to other public health projects it sponsors.

### **Is this an unfunded mandate?**

No. Data collection is not meant to be a burden, and the Centers for Disease Control and Prevention will provide compensation to assist with data collection. The specific strategy for collection will reflect the wants and needs of each agency. The project can provide funding to support agency personnel in the collection process, or ASU personnel can conduct site visits to collect the VDRS information without burdening the agency.

### **Will the federal government use this data to create new mandates on our operations?**

No. To date, this has not been the case in the 17 other states that have been reporting such and similar public health surveillance systems conducted by the CDC do not create or enforce any such mandates upon law enforcement agencies. The intention of the VDRS is to better monitor issues of violent deaths as a public health concern.

### **What will be done with the data?**

Arizona will establish an advisory board to determine the use of this data and ensure local control over the data. The information can be used to inform public policy, contribute to community needs assessments and grant proposals, and guide resource allocation. If you are interested in playing a role on the advisory board please let us know.

### **Will the data be kept secure?**

Yes. The Center for Violence Prevention and Community Safety at ASU will house the data in their secure, dark-net facility. The Center has extensive experience working with sensitive law enforcement-related data and confidential criminal history records. The secure data office has both physical and electronic safeguards consistent with HIPAA security requirements.

### **Why is ASU asking us to participate?**

The CDC has identified Arizona as a critical state for participation in the VDRS, due in part to its geographic importance as a U.S.-Mexico border state, the diversity of urban and rural communities, race and ethnic composition, and its significant growth characteristics. The Arizona Department of Health was approached by the CDC for participation, who asked ASU's Center for Violence Prevention and Community Safety to take the lead on coordinating the logistics of establishing the VDRS in Arizona.

### **What is the difference between VDRS data and UCR/SHR reports?**

The UCR and the Supplemental Homicide Reports (SHR) collect some information that overlaps with data sought as part of the Violent Death Reporting System, but the VDRS seeks more detailed incident

level information as well as information about accidental firearm deaths and suicides. See the information below for a comparison of the types of data collected between the two programs.

**UCR/SHR data currently collected by law enforcement:**

- 1) Victim: age, sex, race, ethnicity
- 2) Offender: age, sex, race, ethnicity
- 3) Weapon used
- 4) Relationship
- 5) Circumstances

**VDRS requires the following data collected from medical examiners and law enforcement agencies:**

- 1) Person Information derived from death certificate
  - Person type (Victim or Suspect)
  - Name
  - Social Security number
  - Age, date of birth
  - Sex
  - Race categories
  - Ethnicity
  - Residential address
  - Birth place
  - Veteran status
  - Marital status
  - Place of death
  - Date of death
  - State of death
  - Cause of death
  - Underlying cause of death (ICD10 code)
  - Whether an autopsy performed
  - Pregnant
  - Manner of death
  - Date, time of injury
  - Type of location of incident
  - Injured at work
  - Injury address
  - Survival time
  - Education
  - Usual occupation, industry
- 2) Toxicology results (Medical Examiner data)
  - Date, time specimens collected
  - Blood alcohol level
  - Drug testing for amphetamines, antidepressants, cocaine, marijuana, opiates, other drugs
- 3) Other Victim Information (collected from Medical Examiner records)
  - Number of wounds, bullets
  - Location of wounds

Manner of death  
At person`s home  
Homeless status  
Victim in custody when injured  
Intoxication suspected  
Death type

- 4) Supplementary Homicide Report data (collected from law enforcement)
  - SHR circumstance
  - SHR situation
  - SHR homicide type
  - SHR justifiable homicide circumstance
  - SHR victim-suspect relationship
  
- 5) Victim-Suspect Relationship (collected from law enforcement and medical examiner)
  - Victim-Suspect Relationship
  - Suspect was caretaker of victim
  - Evidence of ongoing abuse
  
- 6) Weapon Variables (collected from law enforcement and medical examiner)
  - Weapon type
  - Firearm information known
  - Evidence recovered (gun, bullet, casing)
  - Firearm type
  - Make, model
  - Cartridge specification
  - Caliber, gauge
  - Firearm serial number
  - Firearm stolen
  - Relationship to gun owner
  - Gun stored locked; loaded
  
- 7) Poison Variables (collected from law enforcement and medical examiner)
  - Type of poison
  - Poison code
  - Patient drug obtained for
  - Size of pill (mg)
  - Number of pills (upper, lower bound)
  - Estimated amount of liquid poison ingested (ml)
  - Carbon monoxide source, if CO
  
- 8) Suicide Circumstances-Mental Health (collected from law enforcement and medical examiner)
  - Current depressed mood
  - Current mental health problem
  - Diagnoses
  - Treatment for mental illness (current, ever)
  - Alcohol problem, substance problem

Disclosed intent  
History of suicide attempts

9) Suicide Circumstances Precipitating Circumstance (collected from law enforcement and medical examiner)

Physical health problem  
Intimate partner problem  
Other relationship problem  
Job problem  
School problem  
Financial problem  
Recent suicide of friend or family  
Other death of friend or family  
Recent criminal problem  
Other legal problems  
Perpetrator of interpersonal violence  
Victim of interpersonal violence  
Crisis in past 2 wks  
Other

10) Homicide Circumstances (collected from law enforcement and medical examiner)

Argument over money/property  
Jealousy (lovers' triangle)  
Intimate partner violence related  
Other argument, abuse, conflict  
Drug related  
Gang related  
Associated with another crime  
Type of crime; crime in progress?  
Justifiable homicide  
Hate crime  
Brawl (mutual physical fight)  
Terrorist attack  
Victim was a bystander  
Victim was a police officer on duty  
Victim used weapon  
Intervener assisting crime victim  
Mercy killing  
Other

11) Unintentional Circumstance (Firearm death)-context (collected from law enforcement and medical examiner)

Hunting  
Target shooting  
Self-defensive shooting  
Celebratory firing  
Loading/unloading gun

- Cleaning gun
- Showing gun to others
- Playing with gun
- Other

12) Unintentional Circumstance (Firearm death)-mechanism (collected from law enforcement and medical examiner)

- Thought safety was engaged
- Thought unloaded: magazine disengaged
- Thought gun was unloaded, other
- Unintentionally pulled trigger
- Bullet ricochet
- Gun defect or malfunction
- Fired while holstering/unholstering
- Dropped gun
- Fired while operating safety/lock
- Gun mistaken for toy
- Other

13) Other

- Incident Information
- Incident ID number
- Incident status
- Incident narrative
- Number of nonfatally shot persons in incident
- Number of persons, weapons

**RESOLUTION NO. 2931-1010**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS RELATING TO THE PARTICIPATION IN THE ARIZONA VIOLENT DEATH REPORTING SYSTEM.

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

SECTION 1. The Intergovernmental Agreement with the Arizona Board of Regents relating to the participation in the Arizona Violent Death Reporting System (the “Agreement”) is hereby approved substantially in 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, October 4, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2931-1010

(Intergovernmental Agreement)

See following pages.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF  
ARIZONA STATE UNIVERSITY**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made as of September 20, 2010, between the City of Avondale, an Arizona municipal corporation (the “City”), by and through its Police Department (hereinafter referred to as “APD”) and the Arizona Board of Regents, a political subdivision of the State of Arizona, for and on behalf of Arizona State University (hereinafter referred to as “ASU”) pursuant to ARIZ. REV. STAT. § 11-952. APD and ASU are sometimes referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

A. ASU operates the Center for Violence Prevention and Community Safety (the “Center”) and is working to establish the Arizona Violent Death Reporting System (the “AVDRS”) within the Center with assistance and funding from the United States Centers for Disease Control (the “CDC”).

B. To date, 17 states across the country have established similar violent death reporting systems that compile statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate local agencies.

C. Objectives of these statewide reporting systems include providing comprehensive snapshots of violent incidents to further understand such events and informing communities, policy makers, planners, and decision makers on violent deaths so that preventive programs can be enacted.

D. APD wishes to participate in the AVDRS by sharing the City’s violent death information with the Center, and the Parties desire to enter into this Agreement to set forth the rights and responsibilities of each with respect to the AVDRS.

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 ASU hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall become effective upon execution by authorized representatives of the Parties and shall remain in effect through June 30, 2015; provided, however, that the City Council votes to renew this Agreement annually unless earlier terminated, canceled or extended as otherwise provided herein.

2. Termination; Amendment. Each Party shall have the right to terminate this Agreement by mailing the other Party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written amendment in order to accommodate unforeseen circumstances by the authorized representative of the respective Parties. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement; however, to the extent such disposition is necessary, property shall be returned to its original owner.

3. Confidentiality.

A. Limited Use of Information. Any information that may be exchanged through this Agreement shall not be used for purposes other than those described in this Agreement without prior approval of all Parties to this Agreement.

B. No Political or Commercial Use. No personal identifying information, as defined in ARIZ. REV. STAT. § 13-2001, that may be exchanged through this Agreement shall be made available for any political or commercial purpose, nor shall such information be used as basis for determining eligibility for care or source of payment for care to any individual.

4. Applicable Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and other costs of litigation.

5. Conflict of Interest. Pursuant to ARIZ. REV. STAT. §38-511, the State, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when Arizona State University receives written notice of the cancellation unless the notice specifies a later time.

6. Insurance. The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self insurance program, pursuant to ARIZ. REV. STAT. § 41-621 or other applicable Arizona law may fulfill the insurance requirement.

7. Grant Funding; Continuation Subject to Appropriation.

A. The AVDRS will be funded entirely by a grant provided by the CDC. It shall be the joint responsibility of the Center and ASU to submit a complete application to the CDC for funding for the AVDRS. APD shall have no obligation to the Center or ASU with respect to securing any grant funds for the purpose of its participation in the AVDRS.

B. The provisions of this Agreement for payment of funds or performance by either Party shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment or performance under this Agreement. Each Party shall be the sole judge and authority in determining the availability of its own funds under the Agreement and each Party shall keep the other Party fully informed as to the availability of funds for its obligations under this Agreement. The obligation of either Party to fund any obligation pursuant to this Agreement is a current expense of the funding Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If either Party fails to appropriate money sufficient to meet its obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and each Party shall thereafter be relieved of any subsequent obligation under this Agreement.

8. Parties' Obligations.

A. APD agrees to provide or continue to provide the Center with the following:

i. Police reports, including such information as follows: typical incident narratives, person type (victim/suspect), name, age, sex, race, ethnicity, when and where injury/death occurred, wounds, associated circumstances, victim suspect relationship, history of victim abuse, victim/caretaker relationship, firearm descriptors, poison details, weapon and method of use, and person purchasing firearm, and any other available person descriptors for suspects or victims residing within or for events occurring within the City. Such data will be made available to the Center, if an event involves a death, in the following manner:

a. The above noted data will be made available to the Center from January 1, 2008 and forward.

b. The above noted data will be made available to the Center on a monthly basis.

ii. Supplemental reports, including: homicide report data related to person type (victim/suspect), name, age, sex, race, ethnicity, associated circumstance, weapon used, and any other available person descriptors for individuals residing within or events occurring within Arizona. This data will be made available to the Center retroactively from January 1, 2008 and forward on a monthly basis, if the incident involves a death.

a. The above noted data will be made available to the Center from January 1, 2008 and forward.

b. The above noted data will be made available to the Center on a monthly basis.

iii. The name or names of the APD employees that will provide the information designated in this Section 8.

iv. APD will redact from materials or information provided to the Center all personal identifying information as defined in ARIZ. REV. STAT. § 13-2001 that can be used in identity theft, except for victim names to match with medical examiner report data, if applicable.

v. APD will make its best efforts to provide the information described in this Section 8, or access thereto in accordance with APD policies, to the Center within 90 days of each violent death; provided, however, that APD may in its sole discretion withhold from the Center any information concerning active cases.

B. The Center agrees to provide or continue to provide the APD with:

i. A description of the security measures that are in place to maintain the confidentiality of the data being received. These measures at a minimum should follow the recommendations for the security considerations for applicants prepared by the ADHS Human Subjects Review Board.

ii. Analytical support for matters related to data collected as part of the AVDRS.

iii. The Center will not use, nor disclose to any third party, information provided by APD in any manner whatsoever except as allowed in this Agreement, and will require that its employees and agents who have access to such information maintain the same in strict confidence subject to the same for three (3) years after the termination of this Agreement; provided, however, that the Center's obligations hereunder shall not apply to information that was already known to the receiving Party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or:

a. At the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving Party; or

b. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or

c. Is independently developed by the receiving Party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or

d. Is required to be disclosed by the receiving Party pursuant to a legally enforceable order, subpoena, or other regulation (“Order”); provided, however, that the receiving Party promptly notifies the APD in advance of such disclosure and discloses only that information necessary to comply with said Order.

C. The Parties collectively agree to:

i. Carefully restrict use of and access to information to those designated by the Center. Data provided by APD is for the use of the AVDRS only and no copies may be made of such records to provide to other individuals or entities for other purposes.

ii. Prohibit release of any inadvertently disclosed personal identifying information to anyone not working on AVDRS data collection, or the development of the AVDRS.

iii. Require all officers, agents and employees to keep all such shared information strictly confidential, to communicate the requirements for this section to all officers, agents and employees, to discipline all persons who may violate the requirements of this section and to notify the originating Party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

iv. The Parties agree that the information described in this Agreement shall be provided following a mutually agreeable format and that the information shall be marked confidential if disclosed in written or other tangible form, or if disclosed orally or visually, identified as confidential at the time of disclosure and reduced to writing and marked confidential and transmitted to the receiving party within thirty (30) days of the initial disclosure

9. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a

recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to APD: City of Avondale Police Department  
11485 West Civic Center Drive  
Avondale, Arizona 85323  
Facsimile: (623) 333-0701  
Attn: Kevin Kotsur, Chief of Police

With copy to: GUST ROSENFELD, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Facsimile: (602) 340-1538  
Attn: Andrew J. McGuire, Esq.

If to ASU: Office for Research & Sponsored Projects Administration  
Arizona State University  
P.O. Box 873503  
Tempe, Arizona 85287-3503  
Facsimile: (480) 965-2455  
Attn: Dudley Q. Sharp, Assistant Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10. Relationship of the Parties. Each Party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

11. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein.

12. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. No Assignment. Neither Party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

14. Nondiscrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

15. Notice of Arbitration Statutes. As required by ARIZ. REV. STAT. §§ 12-133 and 12-1518 of the Arizona Revised Statutes, notice is provided that the Parties to this Agreement will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if: (1) the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit established by rule of that court for mandatory arbitration, or (2) this Agreement is a public works contract and the amount in controversy is less than one hundred thousand dollars (\$100,000).

16. Confidentiality. Any other provision of this Agreement to the contrary notwithstanding, the Parties acknowledge that each Party is a public body, and as such is subject to ARIZ. REV. STAT. Title 39, Chapter 1, Article 2 (§§ 39-121 through 39-127). Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.

17. Waiver. Failure of any Party to exercise any right arising out of a breach of this Agreement shall not be deemed a waiver of any right with respect to any subsequent or different breach, or the continuance of any existing breach.

18. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGE]

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

“APD”

“ASU”

CITY OF AVONDALE, an Arizona  
municipal corporation

THE ARIZONA BOARD OF REGENTS, a  
political subdivision of the state of Arizona,  
for and on behalf of ARIZONA STATE  
UNIVERSITY

\_\_\_\_\_  
Charles P. McClendon, City Manager

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

ATTEST:

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

\_\_\_\_\_  
Carmen Martinez, City Clerk

Title: \_\_\_\_\_

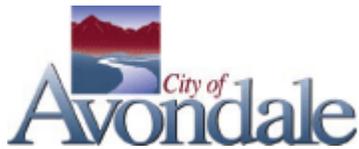
In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Andrew McGuire  
Avondale City Attorney

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

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

Title: \_\_\_\_\_



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2933-1010 - Maricopa County  
Community Wildfire Protection Plan

**MEETING DATE:**

October 4, 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 approve a resolution adopting the Maricopa County Community Wildfire Protection Plan.

**BACKGROUND:**

The primary objective of a Community Wildfire Protection Plan (CWPP) is to help local governments, fire departments and districts and residents identify at-risk public and private lands to better protect those lands from severe wildfire threat. Additional functions of a CWPP are to improve fire prevention and suppression activities, as well as to identify funding needs and opportunities to reduce the risk of wildland fire and enhance public and firefighter safety.

The Maricopa County Community Wildfire Protection Plan (CWPP) was developed in response to the Healthy Forests Restoration Act of 2003 (HFRA) for the at-risk communities and unincorporated areas in Maricopa County, located in and around public lands administered by the US Department of the Interior Bureau of Land Management (USDI BLM) Phoenix District Office and the Tonto National Forest (TNF).

**DISCUSSION:**

The Avondale Fire-Rescue has been an active member of the committee which has been meeting over the past two years to complete the portions of the plan that apply to municipalities. The final version of the plan was completed in April of this year and is now going through the adoption process county wide. The adoption of the Maricopa County Community Wildfire Protection Plan will allow the City to identify at risk properties within the city and to seek potential mitigation grant funding in the future.

**BUDGETARY IMPACT:**

There will be no budget impact at this time.

**RECOMMENDATION:**

Staff recommends that the Mayor and City Council approve a resolution adopting the Maricopa County Community Wildfire Protection Plan.

**ATTACHMENTS:**

Click to download

[Resolution 2933-1010](#)

**RESOLUTION NO. 2933-1010**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE MARICOPA COUNTY COMMUNITY WILDFIRE PROTECTION PLAN.

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

SECTION 1. The Maricopa County Community Wildfire Protection Plan is hereby adopted 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 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, October 4, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2933-1010

[Maricopa County Community Wildfire Protection Plan]

See following pages.



# Maricopa County

## Community Wildfire Protection Plan

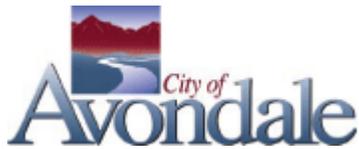
APRIL 2010



Aguila  
Apache Junction  
Avondale  
Buckeye  
Buckeye Valley  
Cave Creek  
Circle City/Morristown  
Carefree  
Chandler  
El Mirage  
Fountain Hills  
Gila Bend  
Glendale  
Gilbert  
Guadalupe  
Goodyear  
Harquahala  
Litchfield Park  
Mesa  
New River  
Peoria  
Phoenix  
Paradise Valley  
Queen Creek  
Rio Verde  
Scottsdale  
Sun City  
Sun City West  
Sunflower  
Sun Lakes  
Surprise  
Tempe  
Tolleson  
Tonopah  
Wickenburg  
Wittmann  
Youngtown

Arizona State Forestry Division  
Maricopa County Department of Emergency Management  
US Department of the Interior Bureau of Land Management  
Tonto National Forest  
Fort McDowell Indian Community  
Gila River Indian Community  
Tohono O'odham Indian Nation San Lucy District  
Salt River Pima-Maricopa Indian Community

The remainder of this document is on file with the City Clerk.



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2934-1010 - Intergovernmental Agreement with Regional Public Transit Authority for ADA Services

**MEETING DATE:**

October 4, 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 Regional Public Transit Authority (RPTA) for FY 2011 Paratransit Services.

**BACKGROUND:**

This IGA provides funding through the RPTA for ADA transit services. This agreement provides partial reimbursement of ADA costs with funds provided through Proposition 400. This program allocates a portion of the funds to cities and towns in Maricopa County for ADA service over the life of the twenty-year program.

**DISCUSSION:**

RPTA was legislatively mandated to implement the transit element of the Regional Transportation Plan, which includes bus operating, bus capital and rail capital. The RPTA Board of Directors oversees the implementation of the transit element of the plan, also known as the Transit Life Cycle Program. In addition to representation at the Board level, staff attends monthly operational meetings to advise the RPTA Executive Director on issues related to the implementation of the TLCP.

The RPTA provides information and customer service for the region through its centralized customer call center. Transit information provided includes fares, schedules, routes, policies, and trip planning. The RPTA Customer Service Department also handles compliments and complaints and Americans with Disabilities (ADA) certification for Dial-a-Ride services. The RPTA also provides marketing, regional ridership reporting services and general program support and administration.

During Fiscal Year 2010 Avondale was reimbursed from this IGA for our Dial-a-Ride service provided by the City of Phoenix and for our Medical Taxi program.

**BUDGETARY IMPACT:**

The costs for providing ADA services are included in the Transit Operating budget. This agreement with RPTA provides for reimbursement of ADA paratransit expenses up to \$126,228 for FY 2010-2011.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving the third amendment to the Intergovernmental Agreement with the Regional Public Transit Authority for FY10-11 ADA services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

## ATTACHMENTS:

Click to download

 [Resolution 2934-1010](#)

**RESOLUTION NO. 2934-1010**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR PARATRANSIT SERVICES.

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

SECTION 1. The Third Amendment to the Intergovernmental Agreement between the City of Avondale and the Regional Public Transportation Authority relating to paratransit services (the “Third Amendment”) is hereby approved 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 cause the execution of the Third Amendment 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, October 4, 2010.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2934-1010

[Third Amendment]

See following pages.

## **ADA PARATRANSIT SERVICE AGREEMENT AMENDMENT**

**Contract # 106-34-2011**

As of the 1st day of July 2010, this amends the following items of the ADA Paratransit Service Agreement entered into between the City of Avondale and the RPTA, dated the 1st day of July, 2007, as amended July 1, 2008 and July 1, 2009.

The following subsections are added to the agreement entered into July 1, 2007, as amended July 1, 2008, and July 1, 2009.

### **SECTION 18: E-VERIFY**

Effective Sept. 8, 2009, Federal contractors and subcontractors will be required to use the E-Verify system to verify their employees' eligibility to work in the United States if their contract includes the Federal Acquisition Regulation (FAR) E-Verify Clause. E-Verify, which compares information from the Employment Eligibility Verification Form (I-9) against federal government databases to verify workers' employment eligibility, is a free web-based system operated by DHS in partnership with the Social Security Administration (SSA). The system facilitates compliance with federal immigration laws and helps to deter unauthorized individuals from attempting to work and also helps employers avoid employing unauthorized aliens. The Federal Acquisition Rule; Case 2007-013; Employment Eligibility Verification extends use of the E-Verify system to covered federal contractors and subcontractors, including those who receive American Recovery and Reinvestment Act funds. Applicable federal contracts awarded and solicitations issued after September 8, 2008 will include a clause committing government contractors to use E-Verify. Companies awarded a contract with the E-Verify clause on or after Sept. 8 will be required to enroll in E-Verify within 30 days of the contract award date. E-Verify must be used to confirm that all new hires, whether employed on a federal contract or not, and existing employees directly working on these contracts are legally authorized to work in the United States. RPTA may request unredacted e-verify forms and other documentation to insure compliance with this requirement.

### **SECTION 19: LEGAL COMPLIANCE**

To the extent applicable, RPTA and CONTRACTOR each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over

transit services provided via this Agreement, and all applicable employment laws, rules and regulations, including to the extent applicable, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement. CONTRACTOR and RPTA each retain the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. RPTA and CONTRACTOR each hereby agree to indemnify, defend and hold each other harmless, to the extent permitted by law, for, from and against all losses and liabilities arising from any and all violations thereof. In addition, the parties each certify that it does not have a scrutinized business operation in either Iran or Sudan.

The following section replaces and supersedes that section of the agreement dated July 1, 2009.

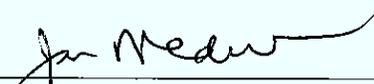
The attached Schedule A replaces and supersedes Schedule A dated July 1, 2009

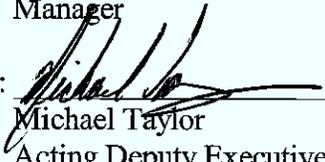
IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_  
Marie Lopez Rogers  
Mayor

By:   
David A. Boggs  
Executive Director

ATTEST: \_\_\_\_\_  
Avondale City Clerk

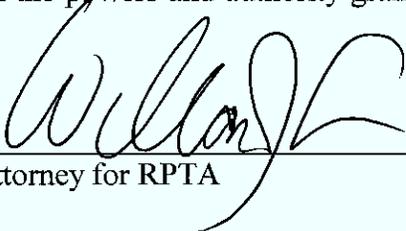
ATTEST:   
Jon Medwin  
Contracts and Procurement  
Manager

ATTEST:   
Michael Taylor  
Acting Deputy Executive  
Director Finance

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) 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.

\_\_\_\_\_  
For the City of Avondale

  
\_\_\_\_\_  
Attorney for RPTA

## **SCHEDULE A**

For the period of July 1, 2010 to June 30, 2011 it is estimated that the City of Avondale may request reimbursement from Regional Public Transportation Authority for a maximum of \$126,228.00 for service consumed by RPTA ADA certified paratransit riders in Avondale. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2010-2011 budget by the RPTA Board of Directors.

Total reimbursements to the City will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA's In-Person Eligibility Determination Facility and ADA Certification office.

Reimbursements must be requested by CITY on a PTF Reimbursement Request Form, Attachment A, and certified by the CITY's chief financial officer or designee. RPTA will reimburse CITY within thirty (30) business days based upon availability of funds. CITY may request that reimbursements be made electronically. Wire transfers must be pre arranged through the RPTA Finance Department.

**ATTACHMENT A**

**Regional Public Transportation Authority**

**PTF Expenditure Reimbursement Request**

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

RECIPIENT ORGANIZATION NAME AND ADDRESS	PROJECT AGREEMENT NUMBER	REQUEST NO.
	REPORTING PERIOD (Dates) FROM:	TO:

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$ <input type="text"/>
REMAINING FUNDING	\$ -	\$ -

**REQUIRED SIGNATURE**

**This document must be signed by the recipient's Chief Financial Officer or their designated representative.**

**CERTIFICATION**

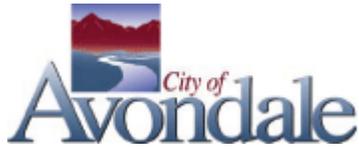
I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

***Instructions***

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

	<i>For RPTA use only</i>
Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	10 Date of funds transfer



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1428-1010 - Right of Way Annexation -  
Dysart Road south of Osborn Road

**MEETING DATE:**

October 4, 2010

**TO:** Mayor and Council

**FROM:** Carmen Martinez, City Clerk (623) 333-1214

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider an ordinance annexing a segment of right of way along Dysart road where it crosses the Roosevelt Irrigation District canal just south of Osborn Road.

**DISCUSSION:**

The segment of right of way included in the proposed annexation ordinance represents a gap that was created several years ago when it was left out when the surrounding area was annexed by Ordinances 239 and 647-97. The segment of right of way is needed in order to complete improvements along Dysart Road. Annexing this segment of right of way would also eliminate confusion when Police and Fire are called to the area and allow the roadway to be maintained to city standards.

**RECOMMENDATION:**

Staff is recommending adoption by the City Council of an ordinance annexing a segment of right of way located along Dysart Road just south of Osborn Road.

**ATTACHMENTS:**

Click to download

 [Ordinance 1428-1010](#)

**ORDINANCE NO. 1428-1010**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING THE CORPORATE BOUNDARIES OF THE CITY OF AVONDALE BY ANNEXING THERETO COUNTY RIGHT-OF-WAY, GENERALLY LOCATED ALONG DYSART ROAD NORTH OF THOMAS ROAD.

**WHEREAS**, the Council of the City of Avondale (the “City Council”) desires to extend the corporate boundaries of the City of Avondale (the “City”); and

**WHEREAS**, ARIZ. REV. STAT. § 9-471(N) allows for the annexation of county right-of-way containing no taxable real property into an adjacent city if the property to be annexed is adjacent to the city for the entire length of the annexation and if the city and the county each approve the proposed annexation as a published agenda item at a regular public meeting of their governing bodies; and

**WHEREAS**, the property proposed for annexation (i) consists entirely of Maricopa County right-of-way, containing no taxable real property and (ii) is adjacent to the City for its entire length; and

**WHEREAS**, this Ordinance has been duly posted as an agenda item at a regular meeting of the City Council.

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

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

SECTION 2. The parcel of land in Maricopa County, Arizona, generally located along Dysart Road north of Thomas Road, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, is hereby annexed into the corporate boundaries of the City of Avondale.

SECTION 3. That (i) the City Clerk is hereby authorized and directed to file, in the Maricopa County Recorder’s Office, a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area and (ii) the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, October 4, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1428-1010

[Map and Legal Description of Annexation Area]

See following pages.

**CITY OF AVONDALE  
DESCRIPTION FOR ANNEXATION**

That portion of Section 26, Township 2 North, Range 1 West, of the Gila and Salt River Meridian in Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the brass cap found in hand hole at the West Quarter Corner of said Section 26, from which the brass cap found in hand hole at the Southwest Corner of said Section bears South 00 degrees 12 minutes 53 seconds West a distance of 2640.74 feet, being the West line of the Southwest Quarter of said Section 26 as shown on the "PLSS Subdivision Record of Survey" found in Book 688 of Maps, Page 40 of the Maricopa County Recorder;

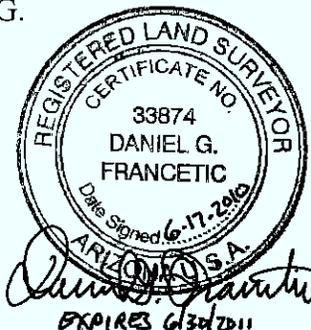
THENCE along said West line of the Southwest Quarter, South 00 degrees 12 minutes 53 seconds West a distance of 465.14 feet to a point on the North right-of-way line of the Roosevelt Irrigation District (RID) Canal, said point being the POINT OF BEGINNING;

THENCE along said North right-of-way line, South 82 degrees 05 minutes 32 seconds East a distance of 40.36 feet to a point on a line parallel with and 40.00 feet distant from said West line of the Southwest Quarter, said parallel line also being the West line of City of Avondale Ordinance # 239 as recorded in Docket 11739, Page 1249 of the Maricopa County Recorder;

THENCE along said parallel line and Ordinance line, South 00 degrees 12 minutes 53 seconds West a distance of 121.09 feet to the South right-of-way line of said RID Canal, said line also being the north line of City of Avondale Ordinance # 647 as recorded in Document # 1997-0486733 of the Maricopa County Recorder;

THENCE along said South right-of-way line and Ordinance line, North 82 degrees 05 minutes 32 seconds West a distance of 40.36 feet to a point on said West line of the Southwest Quarter;

THENCE along said West line, North 00 degrees 12 minutes 53 seconds East a distance of 121.09 feet to the POINT OF BEGINNING.



**CITY OF AVONDALE  
DESCRIPTION FOR ANNEXATION**

That portion of Section 27, Township 2 North, Range 1 West, of the Gila and Salt River Meridian in Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the brass cap found in hand hole at the East Quarter Corner of said Section 27, from which the brass cap found in hand hole at the Southeast Corner of said Section bears South 00 degrees 12 minutes 53 seconds West a distance of 2640.74 feet, being the East line of the Southeast Quarter of said Section 27 as shown on the "PLSS Subdivision Record of Survey" found in Book 688 of Maps, Page 40 of the Maricopa County Recorder;

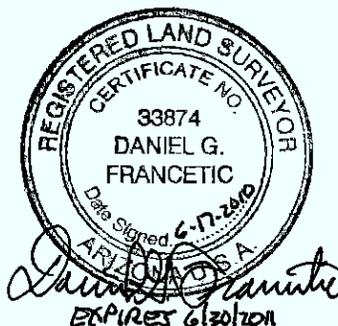
THENCE along said East line of the Southeast Quarter, South 00 degrees 12 minutes 53 seconds West a distance of 465.14 feet to a point on the North right-of-way line of the Roosevelt Irrigation District (RID) Canal, said point being the POINT OF BEGINNING;

THENCE continuing along said East line of the Southeast Quarter, South 00 degrees 12 minutes 53 seconds West a distance of 121.09 feet to the South right-of-way line of said RID Canal, said line also being the north line of City of Avondale Ordinance # 647 as recorded in Document # 1997-0486733 of the Maricopa County Recorder;

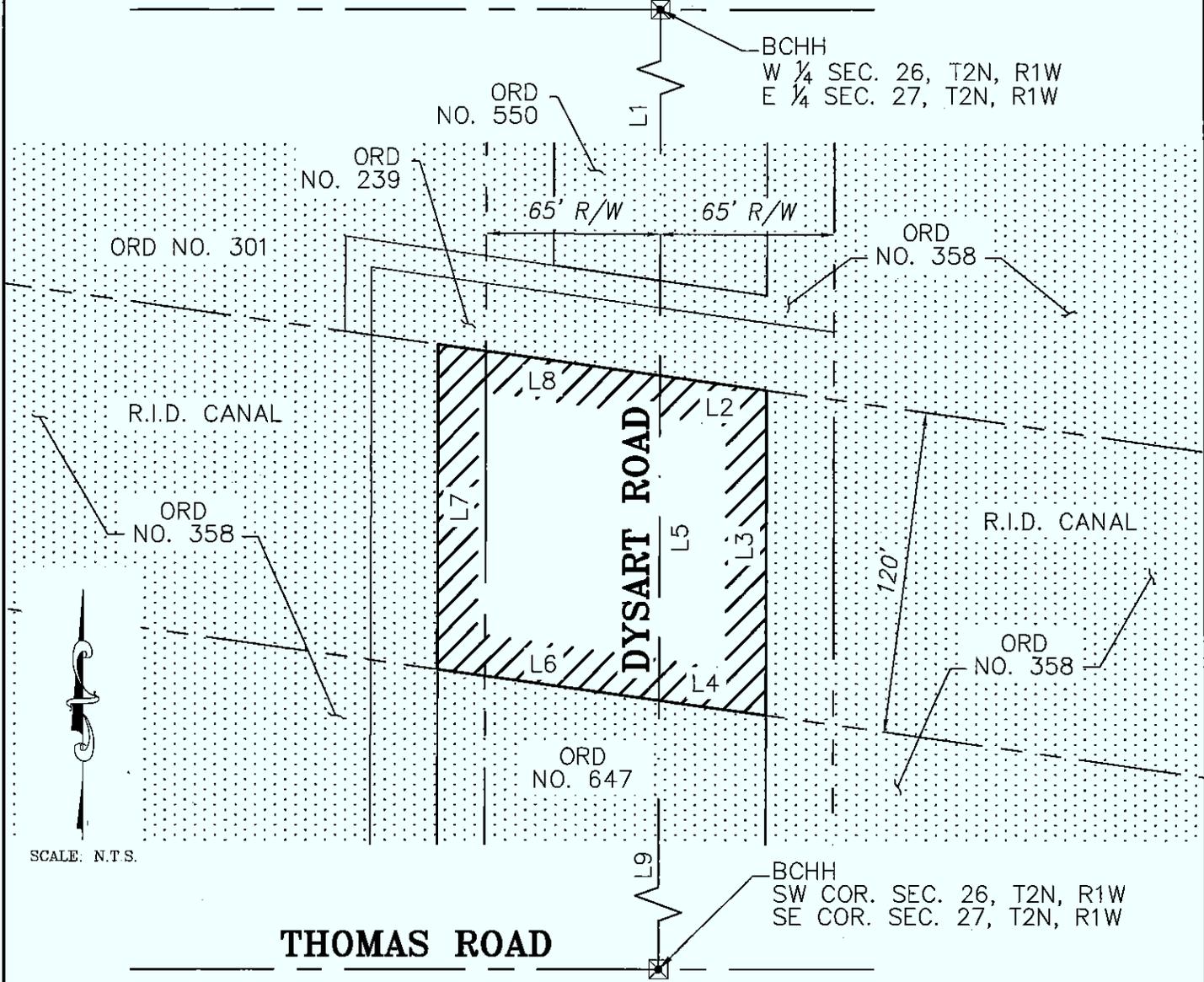
THENCE along said South right-of-way line and Ordinance line, North 82 degrees 05 minutes 32 seconds West a distance of 83.75 feet to a point on a line parallel with and 83.00 feet distant from said East line of the Southeast Quarter, said parallel line also being the East line of City of Avondale Ordinance # 239 as recorded in Docket 11739, Page 1249 of the Maricopa County Recorder;

THENCE along said parallel line and Ordinance line, North 00 degrees 12 minutes 53 seconds East a distance of 121.09 feet to the North right-of-way line of said RID Canal and the South line of said Ordinance # 239;

THENCE along said North right-of-way line and Ordinance line, South 82 degrees 05 minutes 32 seconds East a distance of 83.75 feet to the POINT OF BEGINNING.



# OSBORN ROAD ALIGNMENT

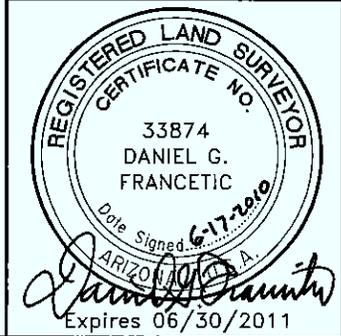


SCALE: N.T.S.

## THOMAS ROAD

**DYSART-RID ANNEXATION**  
 CITY OF AVONDALE, ARIZONA  
 WE HEREBY CERTIFY THAT THIS IS AN ACCURATE  
 PLAT OF TERRITORY ANNEXED TO THE CITY OF  
 AVONDALE, ARIZONA BY ORDINANCE NO.

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
 CLERK \_\_\_\_\_ DATE \_\_\_\_\_



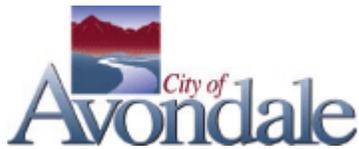
**Entellus™**  
 2255 N. 44th Street Suite 125  
 Phoenix, AZ 85008.3279  
 Tel 602.244.2566  
 Fax 602.244.8947  
 Website: www.entellus.com

LINE	BEARING	DISTANCE
L1	S 00°12'53" W	465.14'
L2	S 82°05'32" E	40.36'
L3	S 00°12'53" W	121.09'
L4	N 82°05'32" W	40.36'
L5	S 00°12'53" W	121.09'
L6	N 82°05'32" W	83.75'
L7	N 00°12'53" E	121.09'
L8	S 82°05'32" E	83.75'
L9	S 00°12'53" W	2054.51'

**LEGEND**

- PARCEL TO BE ANNEXED
- EXISTING CITY LIMITS
- BRASS CAP IN HAND HOLE

**CITY OF AVONDALE, ARIZONA**  
 SECTIONS 26 & 27  
 T.2N., R.1W. G. & S.R.B. & M.  
**ANNEXATION EXHIBIT**  
 DATE: 6/17/10 | REV'D: \_\_\_/\_\_\_/\_\_\_  
 DRAWN BY: JD | CHK'D: DGF | PG: 1 OF 1  
 FILE:



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1427-1010 - Granting an Easement to SRP - Avondale Blvd and McDowell Rd Improvement Project

**MEETING DATE:**

October 4, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt an ordinance dedicating a parcel of land that is required for the Avondale Boulevard and McDowell Road Improvement Project and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation.

**BACKGROUND:**

At the October 20, 2008 meeting, the City Council approved a rezoning and site plan for the Phoenix Children's Hospital (PCH) property located at the northeast corner of McDowell Road and Avondale Boulevard (see attached vicinity map). The City Council stipulated a number of items with the site plan approval including off-site improvements on McDowell Road and Avondale Boulevard. Staff determined that it is in the City's best interest to complete the off-site improvements on McDowell Road as a Capital Improvement Project managed by the Engineering Department. At the November 3, 2008 meeting, the City Council approved a Professional Services Agreement with Ritoch-Powell & Associates to complete the McDowell Road design. The proposed improvements along McDowell Road and Avondale Boulevard as well as proposed improvements within PCH's site require that the City dedicate a parcel of land to be used as an electrical easement to Salt River Project (SRP).

**DISCUSSION:**

The proposed dedication of the electrical ground easement to SRP is necessary for the proposed roadway improvements along McDowell Road. The easement is located within existing public right-of-way in front of the Donatela I Subdivision (see attached exhibit). Staff has reviewed and approved the legal description.

**BUDGETARY IMPACT:**

Dedicating an easement to SRP will have no budgetary impact on the City.

**RECOMMENDATION:**

Staff recommends that the City Council adopt an ordinance dedicating a parcel of land to be used as an easement that is required for the Avondale Boulevard and McDowell Road Improvement Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documentation.

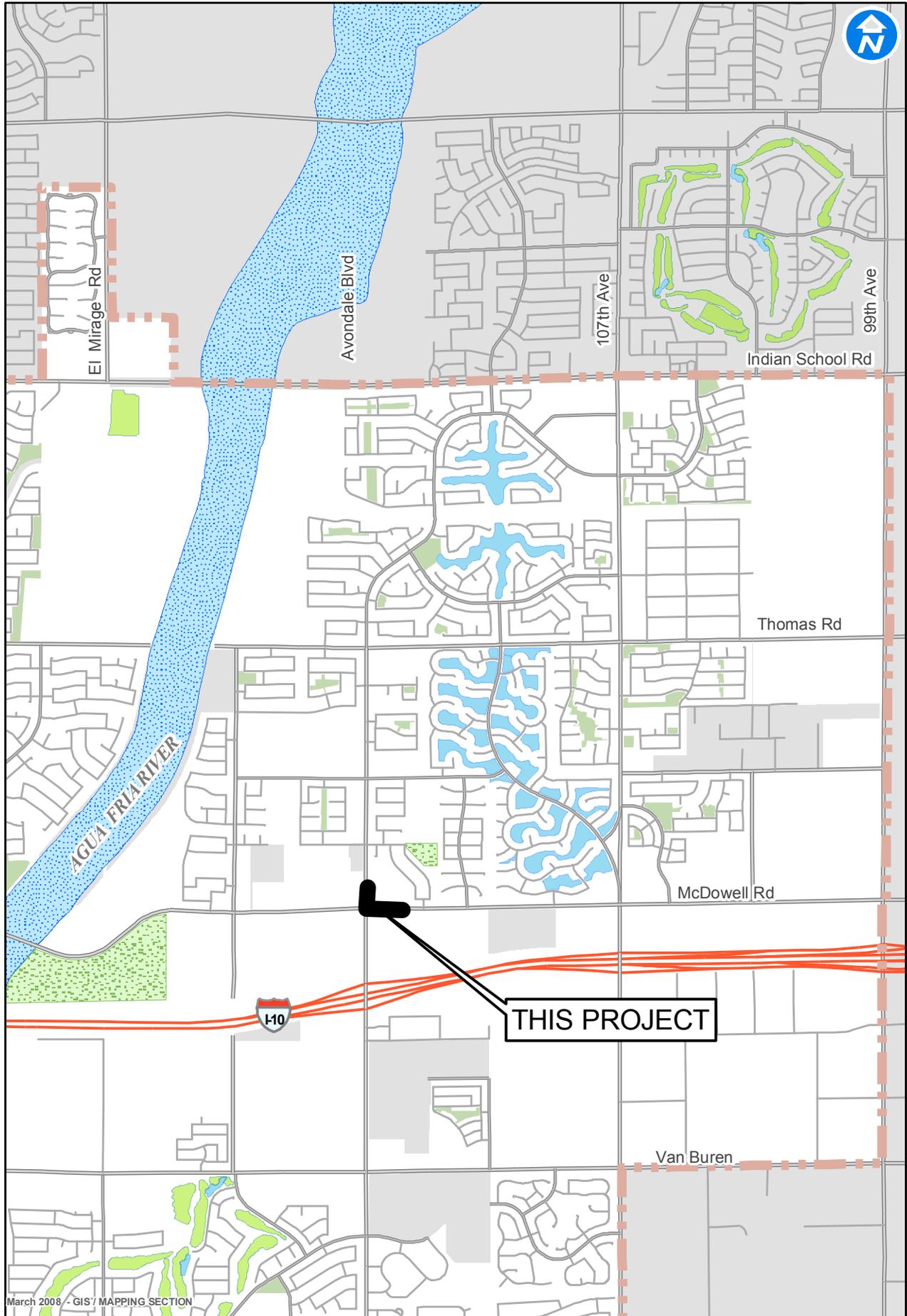
**ATTACHMENTS:**

Click to download

[☐ Vicinity Map](#)

[☐ Ordinance 1427-1010](#)

# VICINITY MAP



March 2008 - GIS/ MAPPING SECTION

CITY OF AVONDALE  
Phoenix Children's Hospital

**ORDINANCE NO. 1427-1010**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,  
ARIZONA, GRANTING AN EASEMENT TO SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

**BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District in the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across certain real property, generally located along McDowell Road, west of Avondale Boulevard, described in Exhibit A to the easement form attached hereto as Exhibit 1.

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, October 4, 2010.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT 1  
TO  
ORDINANCE NO. 1427-1010

[Salt River Project Easement Agreement]

See following pages.

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB400  
P. O. Box 52025  
Phoenix, Arizona 85072-2025

---

**EASEMENT**

---

Maricopa County  
McDowell Rd / 113<sup>th</sup> Dr  
SW4 Sec. 31 T2N R1E

Agt. MNT  
Job # XA3-3774

W MT C SA

**CITY OF AVONDALE,  
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel"), to construct, install, reconstruct, replace, remove, repair, operate and maintain a line or lines of poles, towers, or other supporting structures and conductors or cables suspended thereon and supported thereby, and underground conduits, conductors, pipes, cables, vaults, manholes, guys, anchorage, crossarms, braces, transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, and for all other purposes connected therewith and for the transmission and distribution of telephone, audio and/or visual signal and other communication or data transmission purposes (collectively "Facilities") at such locations and elevations, in, upon, over, under, across and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property and with the right to use lands adjacent to said easement during temporary periods of construction. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

A portion of the Southwest quarter of Section 31, Township 2 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Easement Parcel:**

Said easement described on Exhibits A & B, attached hereto and by this reference made a part hereof.

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right to construct, modify and maintain access openings at such locations and of such dimensions as solely determined by Grantee in walls or fences within the Easement Parcel. Grantor shall, at its expense, provide Grantee openings, at such locations and of such dimensions as solely determined by Grantee in future walls or fences within the Easement Parcel. Grantor shall have the right to install gates across said openings and Grantor and Grantee shall have the right to use said gates, provided that any locked gates be subject to joint access by Grantor and Grantee by provision of a multiple locking device.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or endanger any of the Facilities or the use thereof.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**



# EXHIBIT A

July 20, 2010  
Salt River Project  
Electric Ground Easement  
McDowell Road Right-of-Way  
Page 1 of 3

## LEGAL DESCRIPTION

For  
McDowell Road Improvements  
Salt River Project Electric Ground Easement  
In McDowell Road Right-of-Way

A Salt River Project electric ground easement lying within the McDowell Road right-of-way as shown on the final plat for Donatela I, recorded in Book 725, Page 6, Maricopa County Records (MCR) located within the Southwest Quarter of Section 31, Township 2 North, Range 1 East of the Gila & Salt River Meridian, City of Avondale, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 31 (brass cap in hand hole) from which point the south quarter corner thereof (brass cap in hand hole) bears N 88°52'22" E a distance of 2459.02 feet;

Thence N 88°52'22" E, along the south line of said Southwest Quarter, a distance of 1109.71 feet to a point to be known as POINT "A";

Thence across said McDowell Road right-of-way the remaining courses and distances:

Thence N 01°07'38" W a distance of 56.79 feet to the southeast corner of that electric ground easement as granted to Salt River Project by deed of easement recorded in Instrument Number 2010-0111201, MCR;

Thence N 89°30'21" W, along the south line of said Salt River Project electric ground easement, a distance of 42.60 feet to POINT OF BEGINNING (#1);

Thence S 88°52'22" W, leaving said south line and along a line 58.00 feet north of and parallel with the south line of said Southwest Quarter, a distance of 218.43 feet;

Thence N 00°06'51" E a distance of 6.18 feet to a point on the south line of said Salt River Project electric ground easement;

Thence S 89°30'21" E, along said south line, a distance of 218.38 feet to POINT OF BEGINNING (#1).

X:\Projects\2008\28045 Avondale McDowell Intersection\DWG\SRP EASEMENTS\documents\SRP  
GROUND ESMT ROW ADDITION 7-19-10 V1.doc

July 20, 2010  
Salt River Project  
Electric Ground Easement  
McDowell Road Right-of-Way  
Page 2 of 3

AND,

A Salt River Project electric ground easement lying within the right-of-way of McDowell Road and 113<sup>th</sup> Drive as shown on the final plat for Donatela I, recorded in Book 725, Page 6, Maricopa County Records (MCR) located within the Southwest Quarter of Section 31, Township 2 North, Range 1 East of the Gila & Salt River Meridian, City of Avondale, Maricopa County, Arizona, more particularly described as follows:

Commencing at said POINT "A";

Thence N 01°07'38" W, across said McDowell Road right-of-way, a distance of 56.79 feet to the southeast corner of that electric ground easement as granted to Salt River Project by deed of easement recorded in Instrument Number 2010-0111201, MCR, POINT OF BEGINNING (#2);

Thence N 00°29'39" E, continuing across said McDowell Road right-of-way and along the east line of said Salt River Project electric ground easement, a distance of 10.00 feet to a point on the west right-of-way line of said 113<sup>th</sup> Drive;

Thence N 43°52'22" E, along said west line, a distance of 10.19 feet;

Thence S 00°29'39" W, across said McDowell Road and 113<sup>th</sup> Drive right-of-ways and along a line 7.00 feet east of and parallel with the east line of said Salt River Project electric ground easement, a distance of 17.41 feet;

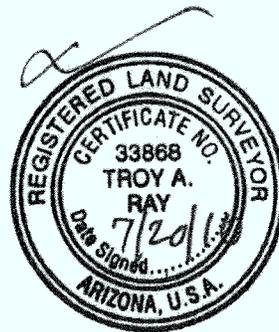
Thence N 89°30'21" W, continuing across said McDowell Road right-of-way, a distance of 7.00 feet to POINT OF BEGINNING (#2).

Said Description contains (#1) 0.0155 acre of land (674.87 square feet) + (#2) 0.0022 acre of land (95.93 square feet) = 0.0177 acre of land (770.80 square feet), more or less, including any easements of record.

The basis of bearing for the above description is N 88°52'22" E for the south line of the Southwest Quarter of Section 31, Township 2 North, Range 1 East of the Gila & Salt

July 20, 2010  
Salt River Project  
Electric Ground Easement  
McDowell Road Right-of-Way  
Page 3 of 3

River Meridian, City of Avondale, Maricopa County, Arizona as shown on the final plat for Donatela I recorded in Book 725, Page 6, Maricopa County Records.



Expires 6/30/2011

NOTE: THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS SUCH AS THE SUBJECT PARCEL'S DEED, AND ADJOINING DEEDS AND/OR PLATS. IT IS NOT BASED ON A BOUNDARY SURVEY OF THE SUBJECT PARCEL.

# EXHIBIT "B"

PROPOSED SRP ELECTRIC  
GROUND EASEMENT  
IN RIGHT-OF-WAY

AREA #1 = 674.87 SF OR 0.0155 AC  
AREA #2 = 95.93 SF OR 0.0022 AC



SCALE:  
1"=50'

113TH DRIVE  
(BK.725,PG.6,MCR)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°29'39"E	10.00'
L2	N43°52'22"E	10.19'
L3	S00°29'39"W	17.41'
L4	N89°30'21"W	7.00'

## DONATELA I

(BK.725,PG.6,MCR)

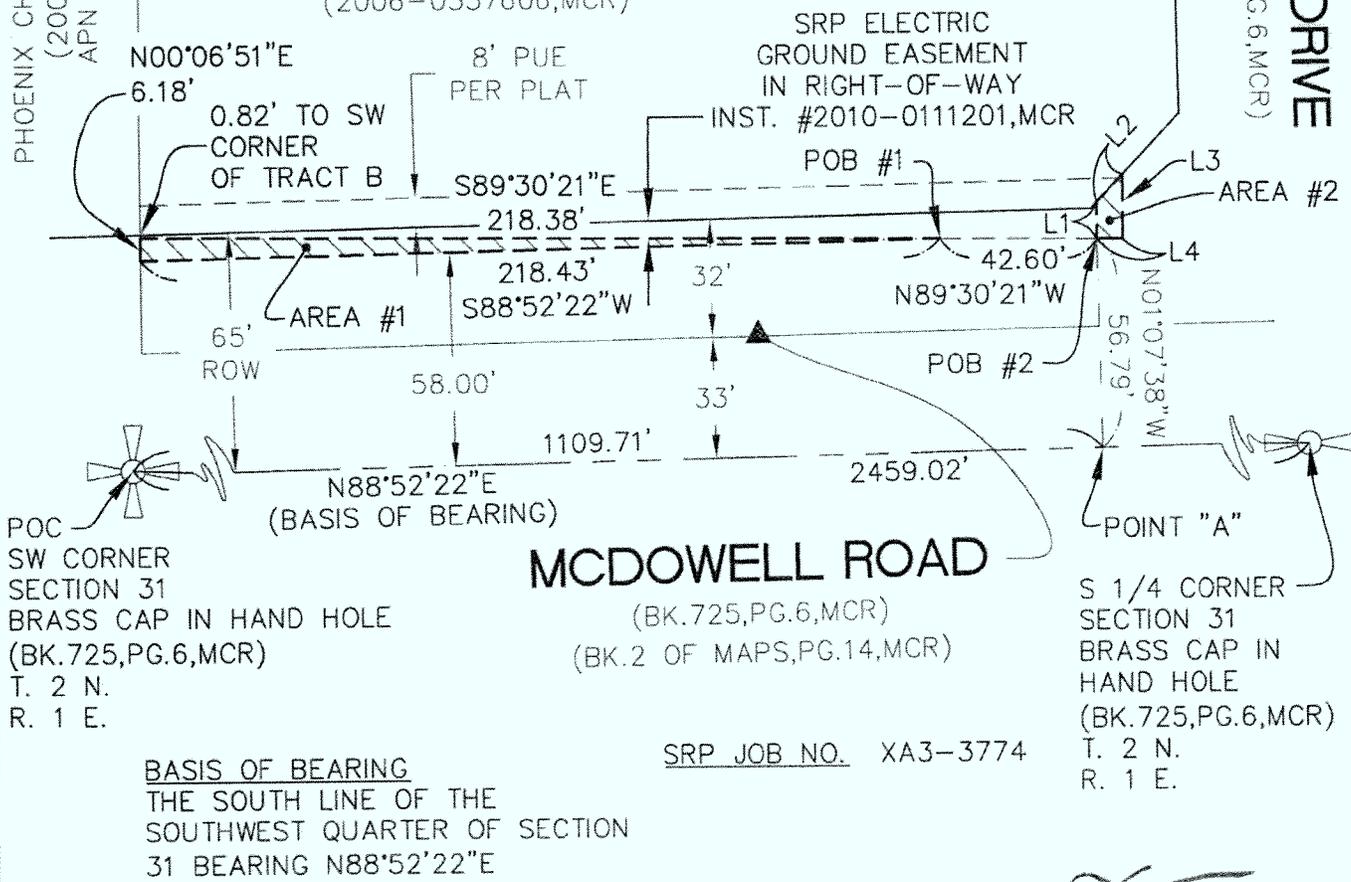
TRACT B

APN #102-32-265

DONATELA I HOMEOWNERS ASSOCIATION

(2006-0537606,MCR)

PHOENIX CHILDRENS HOSPITAL, INC.  
(2006-1658526,MCR)  
APN #102-30-004-M



POC SW CORNER SECTION 31 BRASS CAP IN HAND HOLE (BK.725,PG.6,MCR) T. 2 N. R. 1 E.

**MCDOWELL ROAD**  
(BK.725,PG.6,MCR)  
(BK.2 OF MAPS,PG.14,MCR)

S 1/4 CORNER SECTION 31 BRASS CAP IN HAND HOLE (BK.725,PG.6,MCR) T. 2 N. R. 1 E.

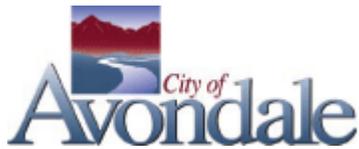
BASIS OF BEARING  
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31 BEARING N88°52'22"E

**CITY OF AVONDALE: MCDOWELL ROAD IMPROVEMENTS**  
**SECTION 31, T. 2 N. , R. 1 E.**  
**PROPOSED SRP ELECTRIC GROUND EASEMENT IN RIGHT-OF-WAY**  
Date: 07/19/10

**Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.**  
3838 N. Central Ave., Suite 1250  
Phoenix, AZ 85012  
Ph: 602-263-1177  
Fax: 602-277-6286



EXPIRES 6/30/2011



# CITY COUNCIL REPORT

**SUBJECT:**  
Avondale Municipal Art Committee Update

**MEETING DATE:**  
October 4, 2010

**TO:** Mayor and Council  
**FROM:** Rogene E. Hill, Assistant City Manager (623) 333-1012  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Avondale Municipal Art Committee (AMAC) will update the Council on the Committee's achievements and future public art projects.

**BACKGROUND:**

The Municipal Arts Committee was established in 2005 under the Council's Goal to "Provide Quality of Life" options and opportunities in the community. The Municipal Art Committee's role is to recommend projects, design concepts, or specific purchases of public art. AMAC fully appreciates the economic crisis facing our nation and the impact this crisis is having on the City of Avondale.

A major accomplishment in 2009 was the passage of the Public Art Ordinance that requires private developers to install public art with their development project. This ordinance was passed just as the economy slowed, but remains in place. The first contribution in lieu of artwork to the Art Fund from Empire Development for \$25,000 is being held until plans for the corner pad site are known.

The Committee has been working on smaller functional art projects that enhance the aesthetics of necessary public projects. Recently completed were the mosaic coverings for the three concrete patio tables at the Civic Center Library. Each table top depicts a classic in children's literature. The pump station murals, the mural at the Avondale Community Center and the Book Drop Wrap have all been completed this year.

The Committee will present two proposed public art projects: the wrap of six traffic control boxes along McDowell and the use of the sculpture pads in City Center as temporary display opportunities for sculpture artists.

**DISCUSSION:**

The Committee continues its commitment to public art while recognizing the economic realities and has set forth the following guidelines or focus areas:

- Functional and or Whimsical Art that can be purchased reasonably priced and off the shelf
- Partner with City Departments on items that are scheduled for purchase to expand the artistic sensibilities and recommend options for considerations (park equipment, shade structures, bike racks, benches and outdoor tables).
- Explore the feasibility of a memorial bench program to compliment the memorial brick program
- Consider murals for abatement at graffiti prone sites
- Evaluate a crosswalk art project
- Initiate a program to paint or wrap utility boxes with decorative finishes

Because the traffic signal boxes belong to the City and the Engineering Department has given its permission, the Committee proposes to wrap 6 traffic signal boxes, and pursue the utility company boxes at some future time.

The project proposes creative graphic design and installation of 3M imaged product (Vinyl Wrap) to six traffic signal boxes along McDowell Road. Each box will be imaged with a unique graphic suitable for the rectangular shape of the box.

The City of Avondale Municipal Arts Committee used the creative talents of the Artists in Action Club from the Art Institute of Phoenix, who took on this project as a class project. Designs from members of the club were submitted to the Avondale Municipal Arts Committee for concept review and approval. The design concepts will be presented during the work session.

The traffic signal boxes are along McDowell Road, a busy commuter corridor. The designs are suitable for vehicular scale public art. Arizona Color will donate its labor using the students' designs to install the graphics on the six traffic signal boxes. The installed graphics are guaranteed for a period of three years from environmental deterioration such as fading.

The City will own the artwork and can use the images in promotional materials, articles, advertisements, and for the purpose of marketing and promoting the City. Artists and the Art Institute of Phoenix can use the images for the purpose of developing their portfolio, and promoting the art school. The Action Club students from The Art Institute of Phoenix are donating the designs. Arizona Color is also donating installation labor and only charging for the materials. Arizona Color can use the images and the project as a way of promoting their business. Any other use will require approval from the City of Avondale. The total cost for wrapping the six boxes is \$1950.

The Committee is currently working on a second project, obtaining four temporary sculpture pieces for City Center. There will be eight 5' x 5' eight inch thick sculpture pads with lighting and 2'2" footings in City Center. Rather than leave these pads vacant, the Committee would like to offer four of these pads to artists to use to display large pieces for up to eighteen months. The pieces would be on loan and for sale. The Committee will issue a Call to Artists to seek suitable pieces for this temporary display venue.

If the Council and the public were particularly impressed with a piece and the price was within the Committee's budget, a purchase could be negotiated and the piece would become a permanent public art piece for City Center. Other business and commercial property owners would be encouraged to view and consider pieces that might adorn their property. Sales transactions would be directly between the artist and the purchaser. The Committee would not be directly involved with the sale of any items.

The Committee recommends this project as a means of having public art on display, while City Center is under development. It also provides a possible supply of public art for developers who have a requirement to provide public art under the ordinance. This type of program has been very successful in Palm Desert California.

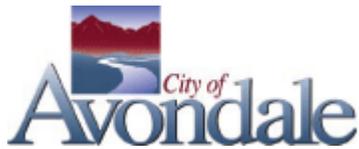
#### **RECOMMENDATION:**

For discussion and direction only.

#### **ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Proposed Amendment to the Municipal Art Committee Bylaws

**MEETING DATE:**

October 4, 2010

**TO:** Mayor and Council

**FROM:** Rogene Hill, Assistant City Manager (623)333-1012

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will receive information regarding proposed amendments to the Municipal Art Committee Bylaws.

**BACKGROUND:**

The Avondale Municipal Art Committee (AMAC) was established in 2005. Since then the committee's bylaws have been revised twice to update the language and to increase membership.

Upon review of the bylaws of the AMAC along with other City Boards, Commissions and Committees, staff found that while they all meet their primary intent and have common clauses and purposes, there are considerable differences in format. In addition some of the sections outline the process followed for the appointment of members which is specifically detailed in the Council's Rules of Procedure.

The City Clerk has proposed amendments to the Bylaws of the City's various Boards, Commissions and Committees to standardize their format and to eliminate discrepancies or redundancy with other policy documents.

It was proposed that the name of this Committee be confirmed as the Municipal Art Committee and not the Municipal Arts Committee. This change was discussed by the Committee, which fully endorses the proposed clarification, because their focus, goals and objectives were not on the broad range of visual and performing arts but on Public Art. The Public Art Master Plan and Public Art Ordinance speak to the singular focus this group has in meeting its goals and objectives.

As a group of volunteers that meet monthly, this Committee has been able to accomplish a great deal in a short period of time by keeping their focus narrow. Due to the economic downturn, the City has not been able to provide the staff to support the broader focus. To develop an ARTS program that addresses all manner of visual and performing arts requires both staff, budget and/or sponsorship support that are not present in this economic environment.

When the AMAC changes were presented Council Member Karlin asked that this item be brought back in a study session to more fully discuss the charter of this group.

**DISCUSSION:**

As stated above, the purpose of this amendment is to standardize the format of the Avondale Municipal Art Committee Bylaws and remove redundancy with other policy documents. Following is an outline of the proposed changes; a redline is not feasible due to the change in format:

- Clarify that the name of the Committee is *Avondale Municipal Art Committee* (not Arts).
- Removes the requirement for one member to be an Avondale business owner and another a visual or performing artist and instead welcome both artists and patrons of the arts as members.
- Removes the membership eligibility criteria and appointment process and references the Council Rules of Procedure for specific procedures.
- Allows for a member whose term has expired to remain seated until a successor is appointed.
- Allows the committee to vote to remove a member due to having three unexcused or unexplained absences upon a seven-day notification to the member of the committee's intent to vote on his/her removal. Council action is necessary in order to remove a member from the committee for reasons other than lack of attendance.
- Removes detail for the nomination and appointment of the Chair and Vice Chair and simply indicates that such appointment must take place at the first meeting of the new calendar year.
- Allows alternate members to participate in the meeting (current bylaws require them to attend but do not allow participation in meetings by alternate members).

While staff acknowledges the desire to have a robust arts program in the City, such a program requires dedicated staff support to organize events obtain sponsors and oversee fund raising. The volunteer committee members do not believe they can do justice to such a broad scope. They believe that the proposed change to the title better describes their understanding of the Committee's mission and purpose as reflected in their Public Art Master Plan.

**BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

City Council will receive information regarding proposed amendments to the Municipal Arts Committee Bylaws. For information, discussion and direction.

**ATTACHMENTS:**

Click to download

 [Draft Amendment - AMAC Bylaws](#)

**CITY OF AVONDALE  
MUNICIPAL ART COMMITTEE  
BYLAWS**



I. Name.

The name of this organization shall be the *Avondale Municipal Art Committee* (the "Committee").

II. Powers and Duties of the Committee.

It shall be the duty of the Committee to develop program guidelines and procedures and to advise the City Council and City staff on matters and issues pertaining to the acquisition, maintenance and disposition of works of art, public art displays, monuments and memorials. The Committee shall bring all projects that will require capital expenditure to the City Council for conceptual approval before committing the funds. The Committee will then bring to the City Council a final recommendation on the project and its placement.

At the discretion of the City Council, an amount up to 1/2% of the General Funds transferred to the Capital Improvement Budget may be deposited in a Municipal Arts Fund annually through the budget process. The Committee shall administer this fund in carrying out its mission and program objectives.

The duties of the Committee further include, but are not limited to, the following:

- A. Direct a Public Art program by drafting program guidelines and procedures for the administration of the City's Municipal Arts Program, including a mission and vision statement.
- B. Set long-range program goals with an annual work plan for the Committee, beginning with a mini-symposium on what constitutes public art.
- C. Prepare an inventory of the City's existing public art and an inventory of possible locations for public art displays.
- D. In cooperation with City staff and other organizations, develop schedules for community arts events.
- E. Prepare guidelines for accepting gifts of art including memorials and monuments.
- F. Recommend to the City Council the placement of publicly funded art, gifts or temporary use of loaned art and memorials and/or monuments.
- G. Promote and advocate for the arts and other cultural activities including special cultural events.
- H. Recommend to the City Council funding sources and possible grant opportunities pertaining to the arts.

- I. Promote involvement in all aspects of the arts by enhancing the level of public awareness and involvement in public art.
- J. Support the City Council goals and be consistent with the City's Strategic Plan, Priority Areas and General Plan.

III. Membership and Composition.

- A. Number of Committee Members. The Committee shall be composed of nine regular members (collectively, the "Members"). The Committee shall also have one standing ex-officio member from the West Valley Arts Council ("Ex-officio Member") and up to two alternate members ("Alternate Members"), all of whom shall attend and may participate in Committee meetings but shall not vote in any Committee meeting.
- B. Membership Eligibility and Appointment. The Committee welcomes both artists and patrons of the arts to serve as Members. Each of the Members and each of the Alternate Members shall be Avondale residents. The Ex-officio Member need not be an Avondale resident. In addition, Members and Alternate Members shall meet all eligibility criteria as outlined in the City Council Rules of Procedure. Appointment of Members and Alternate Members shall be conducted according to the same.
- C. Term. Unless appointed to fill a vacancy mid-term, each Member's term of office shall be three years, unless the Member resigns sooner or is removed from his/her position. For initial appointments, staggered terms of two and three years shall be designated.
- D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.
- E. Vacancy. Any vacancy on the Committee shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council per the established procedures, or by the first Alternate Member if more than one Alternate Member has been appointed by the City Council. If an Alternate Member has not been so appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed.
- F. Attendance. All Members, the Ex-officio Member and the Alternate Members are required to attend all Committee meetings unless excused by the Chairperson. Three successive unexcused or unexplained absences from any regular or special meeting shall be grounds for removal as outlined in Section G below.
- G. Removal. Any Member, the Ex-officio Member or any Alternate Member may be removed upon a vote of not less than five City Council members for any reasonable cause as determined by the City Council; provided, however, that in the case of removal of a Member, the Ex-officio Member or an Alternate Member due to excessive absences, it shall be assumed that said Member, Ex-officio Member or Alternate Member has chosen to forfeit his/her seat on the Committee.

IV. Committee Officers and Staff.

- A. Chairperson and Vice-Chairperson. At the first regularly scheduled Committee meeting of each calendar year, the Committee shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re-election; provided, however, that each Member may serve no more than two terms per office.
- B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Committee meetings, (ii) decide all points of order and procedure, (iii) appoint committees if necessary and coordinate the work of the committees, (iv) serve as a representative of the Committee to other governmental units on such matters as have been approved and designated by the Committee and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to vote on all matters before the Committee and shall have the right to make or second motions in the absence of a motion or a second. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Committee Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.
- C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice-Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Committee at the next meeting of the Members.
- D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members.
- E. City Staff Liaison. The Assistant City Manager or authorized designee shall serve as the City Staff Liaison to furnish support to the Committee as requested or required to advise and furnish professional and technical advice.
- F. Legal Counsel. The Committee may request that the City Attorney, or authorized designee provide, legal advice and rulings on points of order, procedure, or other matters related to the Committee's duties.

V. Committee Meetings.

- A. Frequency. Committee meetings shall be held monthly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.
- B. Additional Committee Meetings. Additional Committee meetings may be held on the call of the Chairperson or the request of two or more Members, or by giving

notice to all the Members, the Ex-officio Member and all Alternate Members by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to applicable law, at least 24 hours before the meeting.

- C. Participation by the Public. Committee meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.
- D. Quorum. A Committee meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. Neither the Ex-officio Member nor the Alternate Members may vote at any Committee meeting.
- E. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Committee meeting in accordance with the Arizona Open Public Meeting Law.
- F. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.
- G. Open Meeting Law. The Committee is subject to the Arizona Open Public Meeting Law.

VI. Special Committees.

The Committee may create special committees for specific purposes. Such committees shall automatically dissolve when their work is done and after their final report has been accepted by the Committee.

VII. Amendments.

These Bylaws may be amended by the affirmative vote of a two-thirds majority of the Members. The Committee will then forward the amended Bylaws to the City Council for its approval.