

CITY COUNCIL AGENDA

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

WORK SESSION
November 1, 2010
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 COUNCIL GOAL DISCUSSION - CHARTER SCHOOL RECRUITMENT

During the last Council Goal Setting Retreat, Council adopted a goal to recruit high quality private and/or charter schools to Avondale. Staff will ask Council to discuss this goal in greater detail. For information, discussion and direction.

3 ADJOURNMENT

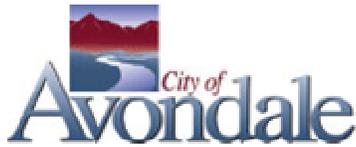
Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:

Council Goal Discussion - Charter School Recruitment

MEETING DATE:

November 1, 2010

TO: Mayor and Council

FROM: Rogene E. Hill, Assistant City Manager (623) 333-1012

THROUGH: Charlie McClendon, City Manager

PURPOSE:

During the last Council Goal Setting Retreat, Council adopted a goal to recruit high quality private and/or charter schools to Avondale. Staff will ask Council to discuss this goal in greater detail.

BACKGROUND:

Charter schools were created through legislation in 1994 to provide a learning environment that will improve pupil achievement and offer additional academic choices for parents and students. Charter schools contract with the State Board of Education, the State Board for Charter Schools or a district to provide an education service. It takes approximately three years for a new school to obtain a charter. An existing charter school can apply to expand to a new location, which is a much shorter process.

Arizona is home to 509 charter schools that enroll more than 101,000 students. Fully 25% of the state's public schools are charter schools, and 10% of all public-school students are enrolled in charter schools-the highest percentage for any state in the nation.

In Arizona all charter schools are public schools and cannot charge tuition. A non-profit organization, a for-profit organization, or even a sole-proprietor can apply to charter a school; however about 80% are held by a non-profit organization. These organizations contract with the state to provide education to the public. They are privately run, but publically funded and held accountable in similar ways as district schools (i.e. annual audit, state mandated testing, etc.) A charter holder receives funds from the state on a per pupil basis (roughly \$5,500 per student). Schools can also apply for federal assistance grants and bring in philanthropic dollars. In order to open a charter school, developers must submit a charter school application to the Arizona State Board for Charter Schools. The application is due in the beginning of July and either approved or denied by the following January. Staff contacted the Arizona Charter Schools Association www.azcharters.org and spoke with Andrew Collins, Director of School Development. Mr. Collins provided background information and lists of high performing charter schools.

DISCUSSION:

Charter Schools formed by and through a school district typically serve students that require greater academic and social support services than the regular classroom environment can provide. Every charter school has its own individual mission, vision or specific academic focus. Each also has a unique educational philosophy.

There is currently a group seeking a charter to establish a West Valley school with a math and science focus. Another individual with years of teaching experience, expressed interest in starting a charter school for the gifted. Staff was also made aware that Great Hearts Academies plans to open

a West Valley location in 2011. Each of these represents various stages of development and each requires a different level of encouragement and support.

Great Hearts Academies is seeking an expansion charter, which is relatively straight forward to obtain and is in process. Great Hearts is seeking an appropriate space, since their Board has made the decision to expand to the West Valley, after an informational open house held last spring yielded over 500 families who indicated a willingness to enroll. The Board has authorized their staff to lease space for two to three years and then site a permanent location on which to build.

The Arizona Charter School Association provides a Charter Starter training program to assist individuals or groups wishing to start a Charter School. The Association has been assisting the group seeking a charter for a math and science school. This is a rather lengthy process that requires a great deal of determination and educational expertise.

The individual with a passion for the gifted student would face a rather lengthy and daunting task in assembling the resources to obtain a charter and represents the situation that would require the most work to bring to fruition. Although obtaining a school district sponsor might reduce both the time and effort required.

In addition to the attached list of excelling and high performing charter schools, Mr. Collins also provided a short list of possible expansion candidates, since expansion of an existing Charter School is by far the easiest process.

Excelling and Highly Performing Charters to explore:

| School | Grade Level | Website Address |
|---------------------------------|---------------|--|
| Basis Charter Schools | Middle and HS | www.basistucson.org |
| Great Hearts Academies | Middle and HS | www.greatheartsaz.org/ |
| Ben Franklin Charter School | K-6 | www.benjaminfranklincharterschool.com |
| Self Development Charter School | K-8 | www.selfdevelopmentcharterschool.com |
| Sonoran Science Academy | K-HS | www.sonoranacademy.org |

Often locating a school site is a challenge for both the school and the City. While the City cannot use zoning to prohibit a charter school from selecting a location, understanding where a school might want to locate and working with a school on site selection might relieve stress for both organizations. There is an inevitable tension between approved zoning uses and a charter school. Recently a charter school located within a medical office complex, after having spent over \$50,000 and three years trying to co-locate with EMCC, according to their spokesperson.

Depending on the Council's desire to support a recruitment effort, the City might offer certain City owned properties for sale to a charter school that can meet certain standards. Or, ED staff might be empowered to work with specific commercial property leasing agents to list their property on the Association's web site. The Association's Facility Marketplace is a Member Benefit designed to provide a listing of available facilities in Arizona that are suitable for a charter school.

www.azcharters.org/facilitymarketplace

Therefore, clarifying the Council's goal in terms of standards, academic focus, or achievement criteria is necessary, as well as giving staff direction as to the importance of this goal to the Council.

BUDGETARY IMPACT:

For discussion.

RECOMMENDATION:

For discussion.

ATTACHMENTS:

Click to download

-  [Great Hearts Article](#)
-  [Excelling Charters](#)
-  [Highly Performing Schools](#)

In the national charter school movement, Charter Management Organizations (CMOs) have emerged as the chosen engine for driving new school growth with quality. There are currently **83** CMOs across the nation. For **Great Hearts Academies**, this engine has been put to the service of its own revolution: a return to the classics – with a liberal arts education now made public and tuition-free for all.

In 2010 – 2011:

Great Hearts will serve **2,988** students across Metropolitan Phoenix, up from **318** in 2005.

On the first day of school, **2,600** students remained on the waiting lists for enrollment at a Great Hearts academy.

Anthem Prep will open as the **8th** Great Hearts academy.

Archway Classical Academy will open in Chandler as the **1st** K-5 program in the Great Hearts network.

Chandler Prep and Archway Classical Academy will move to the **1st** campus fully owned by Great Hearts Academies.

108 new teachers will join the Great Hearts community, up from **15** in 2005.

7 Teach for America corps members will teach at Teleos Prep in downtown Phoenix.

Great Hearts Academies graduated **4** National Merit Scholars, **2** National Merit Scholarship Finalists, **2** National Merit Scholarship Semi-Finalists, **2** National Hispanic Scholars, and **1** Dorrance Scholar.

In June 2011, **110** seniors will graduate from Veritas Prep and Chandler Prep.



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Excelling Charter Schools

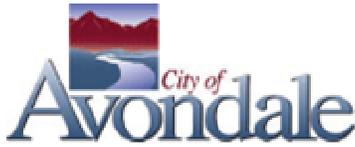
| District ID | District Name | School CTDS | School ID | School Name | District or Charter | Profile Type | Street Address | City | Zip Code | County | Contact Number | Achievement Profile |
|-------------|--|-------------|-----------|---|---------------------|--------------|------------------------------|-----------------|----------|----------|----------------|---------------------|
| 78897 | Academy of Tucson, Inc. | 108665102 | 81130 | Academy of Tucson Elementary School | Charter | ELEM | 9209 E. Wrightstown Road | Tucson | 85715 | Pima | (520) 886-6076 | Excelling |
| 78897 | Academy of Tucson, Inc. | 108665201 | 78898 | Academy of Tucson High School | Charter | HS | 10720 East 22nd Street | Tucson | 85748 | Pima | (520) 733-0096 | Excelling |
| 78897 | Academy of Tucson, Inc. | 108665101 | 79986 | Academy of Tucson Middle School | Charter | ELEM | 2300 N. Tanque Verde Loop Rd | Tucson | 85749 | Pima | (520) 749-1413 | Excelling |
| 6364 | Accelerated Elementary and Secondary Schools | 108767001 | 5891 | Accelerated Learning Laboratory | Charter | K-12 | 5245 North Camino de Oeste | Tucson | 85745 | Pima | (520) 743-2256 | Excelling |
| 4347 | Allen-Cochran Enterprises, Inc. | 78724101 | 5521 | Center for Educational Excellence | Charter | ELEM | 1700 E. Elliot, #9 | Tempe | 85284 | Maricopa | (480) 632-1940 | Excelling |
| 87403 | Arizona Agribusiness & Equine Center, Inc. | 78510201 | 87404 | Arizona Agribusiness & Equine Center - Red Mountain | Charter | HS | 2165 N. Power Road | Mesa | 85215 | Maricopa | (480) 854-1504 | Excelling |
| 4345 | Arizona School For The Arts | 78722001 | 5519 | Arizona School For The Arts | Charter | K-12 | 1313 North 2nd Street | Phoenix | 85004 | Maricopa | (602) 257-1444 | Excelling |
| 6361 | BASIS School, Inc. | 108725001 | 6065 | BASIS Tucson | Charter | K-12 | 3825 East 2nd St | Tucson | 85716 | Pima | (520) 326-3444 | Excelling |
| 81078 | BASIS School, Inc. | 78736001 | 81079 | BASIS Scottsdale | Charter | K-12 | 11440 N. 136th Street | Scottsdale | 85259 | Maricopa | (480) 451-7500 | Excelling |
| 10972 | Benchmark School, Inc. | 78766101 | 78803 | Benchmark School | Charter | ELEM | 4120 E. Acoma Dr. | Phoenix | 85032 | Maricopa | (602) 765-3582 | Excelling |
| 4355 | Benjamin Franklin Charter School | 78754103 | 5538 | Benjamin Franklin Charter School - Gilbert | Charter | ELEM | 320 E. Warner Rd. | Gilbert | 85296 | Maricopa | (480) 632-0722 | Excelling |
| 4362 | Bright Beginnings School, Inc. | 78762101 | 5550 | Bright Beginnings School #1 | Charter | ELEM | 400 N. Andersen Blvd. | Chandler | 85224 | Maricopa | (480) 821-1404 | Excelling |
| 78888 | Cambridge Academy East, Inc | 78768101 | 78889 | Cambridge Academy East | Charter | ELEM | 9412 E. Brown Rd. | Mesa | 85207 | Maricopa | (480) 641-2828 | Excelling |
| 89758 | Candeo Schools, Inc. | 78534001 | 89759 | Candeo Schools | Charter | ELEM | 9965 W. Calle Lejos | Peoria | 85383 | Maricopa | (623) 979-6500 | Excelling |
| 78858 | Carden of Tucson, Inc. | 108777101 | 78859 | Carden of Tucson | Charter | ELEM | 5260 N. Royal Palm Drive | Tucson | 85705 | Pima | (520) 293-6661 | Excelling |
| 80001 | Carpe Diem Collegiate High School | 148761201 | 80002 | Carpe Diem Collegiate High School dba Carpe Diem e-Learning Community | Charter | K-12 | 3777 W. 22nd Lane | Yuma | 85364 | Yuma | (928) 317-3113 | Excelling |
| 4311 | CASY Country Day School | 78908101 | 5476 | CASY Country Day School #1 | Charter | ELEM | 7214 E. Jenan Dr. | Scottsdale | 85260 | Maricopa | (480) 951-3190 | Excelling |
| 6362 | Challenge School, Inc. | 78772001 | 5555 | Challenge Charter School | Charter | ELEM | 5801 West Greenbriar Drive | Glendale | 85308 | Maricopa | (602) 938-5411 | Excelling |
| 79886 | Challenger Basic School, Inc. | 78957001 | 79910 | Challenger Basic School | Charter | ELEM | 1315 North Greenfield Road | Gilbert | 85234 | Maricopa | (480) 830-1750 | Excelling |
| 88299 | Chandler Preparatory Academy | 78515001 | 88300 | Great Hearts Academies - Chandler Prep | Charter | K-12 | 2020 N. Arizona Ave. | Chandler | 85225 | Maricopa | (480) 855-5410 | Excelling |
| 79049 | Daisy Education Corporation dba Sonoran Science Academy | 108666001 | 79127 | Sonoran Science Academy - Tucson | Charter | K-12 | 2325 W. Sunset Rd. | Tucson | 85741 | Pima | (520) 797-9836 | Excelling |
| 90332 | Daisy Education Corporation dba Sonoran Science Academy - Ahwatukee | 78569001 | 89856 | Sonoran Science Academy - Ahwatukee | Charter | ELEM | 2735 W. Linda Lane | Chandler | 85224 | Maricopa | (480) 814-1600 | Excelling |
| 10971 | East Valley Academy | 78683101 | 78806 | East Valley Academy | Charter | ELEM | 1858 East Brown Road | Mesa | 85203 | Maricopa | (480) 610-1711 | Excelling |
| 89412 | Eduprize Schools, LLC | 78687101 | 89413 | Eduprize School | Charter | ELEM | 4567 W. Roberts | Queen Creek | 85242 | Pinal | (480) 888-1610 | Excelling |
| 4313 | Edu-Prize, Inc. | 78634101 | 5479 | Edu-Prize | Charter | ELEM | 580 W. Melody Ave. | Gilbert | 85233 | Maricopa | (480) 813-9537 | Excelling |
| 4202 | Flagstaff Arts And Leadership Academy | 38750201 | 4842 | Flagstaff Arts And Leadership Academy | Charter | HS | 3100 N. Fort Valley Rd. #41 | Flagstaff | 86001 | Coconino | (928) 779-7223 | Excelling |
| 4309 | Foothills Academy | 78628001 | 5474 | Foothills Academy | Charter | K-12 | 7191 East Ashler Hills Drive | Scottsdale | 85266 | Maricopa | (480) 488-5583 | Excelling |
| 4495 | Franklin Phonetic Primary School, Inc. | 138751001 | 6140 | Franklin Phonetic Primary School | Charter | ELEM | 6116 E. Highway 69 | Prescott Valley | 86314 | Yavapai | (928) 775-6747 | Excelling |
| 89506 | Freedom Academy, Inc. | 78528101 | 80472 | Freedom Academy | Charter | ELEM | 15014 N 56th | Scottsdale | 85254 | Maricopa | (602) 424-0771 | Excelling |
| 90333 | Gilbert Arts Academy Public Charter Elementary School | 78570001 | 89866 | Gilbert Arts Academy | Charter | ELEM | 862 E. Elloit Road | Gilbert | 85234 | Maricopa | (480) 325-6100 | Excelling |
| 89829 | Glendale Preparatory Academy | 78540101 | 89830 | Great Hearts Academies - Glendale Prep | Charter | ELEM | 7201 W. Beardsley Road | Glendale | 85308 | Maricopa | (623) 889-0822 | Excelling |
| 79081 | Happy Valley School, Inc. | 78998001 | 79095 | Happy Valley School | Charter | ELEM | 7140 W. Happy Valley Road | Peoria | 85383 | Maricopa | (623) 376-2900 | Excelling |
| 4336 | Heritage Academy, Inc. | 78712001 | 5509 | Heritage Academy | Charter | K-12 | 32 S. Center | Mesa | 85210 | Maricopa | (480) 969-5641 | Excelling |
| 4426 | Hermosa Montessori Charter School | 108701001 | 5866 | Hermosa Montessori Charter | Charter | ELEM | 12051 E. Ft. Lowell | Tucson | 85749 | Pima | (520) 749-5518 | Excelling |
| 79264 | Horizon Community Learning Center, Inc. | 78752003 | 78809 | Horizon Community Learning Center | Charter | K-12 | 16233 S. 48th St. | Phoenix | 85048 | Maricopa | (480) 659-3052 | Excelling |
| 6355 | Ideabanc, Inc. | 108722003 | 10733 | AmeriSchools College Preparatory Academy - Tucson | Charter | HS | 7444 E. Broadway | Tucson | 85710 | Pima | (520) 792-1100 | Excelling |
| 79063 | James Madison Preparatory School | 78795201 | 79113 | James Madison Preparatory School | Charter | K-12 | 5815 S. McClintock | Tempe | 85283 | Maricopa | (480) 345-2306 | Excelling |
| 10878 | Keystone Montessori Charter School, Inc. | 78779001 | 10884 | Keystone Montessori Charter School | Charter | ELEM | 1025 E. Liberty Lane | Phoenix | 85048 | Maricopa | (480) 460-7312 | Excelling |
| 79420 | Khalsa Family Services | 108784101 | 79431 | Khalsa School | Charter | ELEM | 3701 E. River Rd. | Tucson | 85718 | Pima | (520) 529-3611 | Excelling |
| 4360 | Khalsa Montessori Elementary Schools | 78759101 | 5547 | Khalsa Montessori Elementary School - Phoenix | Charter | ELEM | 2536 N. 3rd Street | Phoenix | 85004 | Maricopa | (602) 252-3759 | Excelling |
| 4383 | Kingman Academy Of Learning | 88620101 | 5596 | Kingman Academy of Learning - Primary School | Charter | K2 | 3400 N. Burbank St. | Kingman | 86409 | Mohave | (928) 692-2500 | Excelling |
| 79967 | LEAD Charter Schools | 78968201 | 87416 | Leading Edge Academy High School | Charter | K-12 | 415 N. Gilbert Rd. | Gilbert | 85243 | Maricopa | (480) 545-8011 | Excelling |
| 79926 | Lifelong Learning Research Institute, Inc dba Lifelong Learning Academy, The | 108708001 | 79927 | Lifelong Learning Academy | Charter | ELEM | 3295 W. Orange Grove | Tucson | 85741 | Pima | (520) 219-4383 | Excelling |
| 79050 | Little Lamb Community School | 78997101 | 79126 | Mission Montessori Academy | Charter | ELEM | 12990 E. Shea Blvd. | Scottsdale | 85259 | Maricopa | (480) 860-4330 | Excelling |

Excelling Charter Schools

| District ID | District Name | School CTDS | School ID | School Name | District or Charter | Profile Type | Street Address | City | Zip Code | County | Contact Number | Achievement Profile |
|-------------|--|-------------|-----------|---|---------------------|--------------|-----------------------------|-----------------|----------|----------|----------------|---------------------|
| 10965 | Mary Ellen Halvorson Educational Foundation. dba: Tri-City Prep High School | 138757201 | 78821 | Tri-City College Prep High School | Charter | HS | 5522 Side Road | Prescott | 86301 | Yavapai | (928) 777-0403 | Excelling |
| 79499 | Masada Charter School, Inc. | 88759101 | 79511 | Masada Charter School | Charter | ELEM | 365 West Cannon Avenue | Centennial Park | 86021 | Mohave | (928) 875-2525 | Excelling |
| 4305 | Mesa Arts Academy | 78613101 | 5470 | Mesa Arts Academy | Charter | ELEM | 221 West 6th Avenue | Mesa | 85210 | Maricopa | (480) 844-3965 | Excelling |
| 89486 | Mesa Preparatory Academy, Inc. | 78527001 | 89487 | Great Hearts Academies - Mesa Prep | Charter | ELEM | 6659 E. University Dr. | Mesa | 85205 | Maricopa | (480) 222-4233 | Excelling |
| 5181 | Metropolitan Arts Institute, Inc. | 78906201 | 10847 | Metropolitan Arts Institute | Charter | HS | 1700 N. 7th Ave. | Phoenix | 85007 | Maricopa | (602) 258-9500 | Excelling |
| 80011 | Montessori Academy, Inc. | 78977101 | 80012 | Montessori Academy | Charter | ELEM | 2928 N 67th Place | Scottsdale | 85251 | Maricopa | (480) 945-1121 | Excelling |
| 4205 | Montessori Charter School of Flagstaff, Inc. | 38705104 | 4849 | Montessori Charter School of Flagstaff - Campus | Charter | ELEM | 850 N. Locust | Flagstaff | 86001 | Coconino | (928) 226-1212 | Excelling |
| 4363 | Montessori Education Centre Charter School | 78763001 | 5552 | Montessori Education Centre Charter School - Mesa | Charter | ELEM | 2834 East Southern Avenue | Mesa | 85204 | Maricopa | (480) 926-8375 | Excelling |
| 4316 | New School For The Arts | 78903201 | 5482 | New School for the Arts | Charter | HS | 1216 East Apache Boulevard | Tempe | 85281 | Maricopa | (480) 481-9235 | Excelling |
| 10760 | Noah Webster Basic School | 78930101 | 10800 | Noah Webster Basic School | Charter | ELEM | 7301 E. Baseline Road | Mesa | 85209 | Maricopa | (480) 986-2335 | Excelling |
| 4204 | Northland Preparatory Academy | 38701001 | 4845 | Northland Preparatory Academy | Charter | K-12 | 3300 W. Sparrow Ave. | Flagstaff | 86004 | Coconino | (928) 214-8776 | Excelling |
| 89917 | Paragon Education Corporation | 78544101 | 89918 | Paragon Science Academy | Charter | ELEM | 2975 West Linda Lane | Chandler | 85224 | Maricopa | (480) 814-1600 | Excelling |
| 5180 | Paragon Management, Inc. | 78912101 | 10820 | Paradise Education Center | Charter | ELEM | 15533 W. Paradise Ln. | Surprise | 85374 | Maricopa | (623) 975-2646 | Excelling |
| 89798 | San Tan Montessori School, Inc. | 78539101 | 89799 | San Tan Learning Center | Charter | K2 | 4450 East Elliot Road | Gilbert | 85234 | Maricopa | (480) 222-0811 | Excelling |
| 85454 | Satori, Inc. | 108719101 | 85455 | Satori Charter School | Charter | ELEM | 3727 North First Avenue | Tucson | 85719 | Pima | (520) 293-7555 | Excelling |
| 89756 | Scottsdale Preparatory Academy | 78533001 | 89757 | Great Heart Academies - Scottsdale Prep | Charter | ELEM | 7496 East Tierra Buena Lane | Scottsdale | 85260 | Maricopa | (602) 703-8510 | Excelling |
| 4492 | Sedona Charter School, Inc. | 138708101 | 6132 | Sedona Charter School | Charter | ELEM | 165 Kachina Drive | Sedona | 86336 | Yavapai | (928) 204-6464 | Excelling |
| 79072 | Self Development Charter School | 78796101 | 79104 | Self Development Charter School | Charter | ELEM | 1709 N Greenfield | Mesa | 85205 | Maricopa | (480) 641-2640 | Excelling |
| 4496 | Skyview School, Inc. | 138752101 | 6141 | Skyview School | Charter | ELEM | 125 S. Rush Street | Prescott | 86303 | Yavapai | (928) 776-1730 | Excelling |
| 89915 | Sonoran Science Academy - Broadway | 108503101 | 89916 | Sonoran Science Academy - Broadway | Charter | ELEM | 6880 E. Broadway | Tucson | 85710 | Pima | (520) 751-2401 | Excelling |
| 4361 | Tempe Preparatory Academy | 78761001 | 5549 | Tempe Preparatory Academy | Charter | K-12 | 1251 E. Southern Ave | Tempe | 85283 | Maricopa | (480) 839-3402 | Excelling |
| 89947 | Tempe Preparatory Junior Academy | 78545101 | 89948 | Tempe Preparatory Junior Academy | Charter | ELEM | 1251 E. Southern Avenue | Tempe | 85282 | Maricopa | (480) 839-3402 | Excelling |
| 4225 | Triumphant Learning Center | 58702101 | 4897 | Triumphant Learning Center | Charter | ELEM | 201 E. Main Street | Safford | 85546 | Graham | (928) 348-8422 | Excelling |
| 79073 | Tucson Country Day School, Inc. | 108773101 | 79103 | Tucson Country Day School | Charter | ELEM | 9239 E. Wrightstown Road | Tucson | 85715 | Pima | (520) 296-0883 | Excelling |
| 89949 | University Public Schools, Inc. | 78546101 | 89950 | Polytechnic Elementary School | Charter | ELEM | 6859 East Rembrandt Way | Mesa | 85212 | Maricopa | (480) 727-1612 | Excelling |
| 4413 | Vail Unified District | 100220701 | 10855 | The Vail High School | Charter | HS | 9040 S. Rita Rd. | Tucson | 85747 | Pima | (520) 382-3200 | Excelling |
| 4306 | Valley Academy, Inc. | 78749001 | 5471 | Valley Academy | Charter | ELEM | 1520 West Rose Garden Lane | Phoenix | 85027 | Maricopa | (623) 516-7747 | Excelling |
| 80992 | Veritas Preparatory Academy | 78984001 | 80994 | Great Hearts Academies - Veritas Prep | Charter | K-12 | 2131 East Lincoln Drive | Phoenix | 85016 | Maricopa | (602) 263-1128 | Excelling |
| 4339 | Villa Montessori Charter School | 78715101 | 5513 | Villa Montessori - Phoenix Campus | Charter | ELEM | 4535 N. 28th Street | Phoenix | 85016 | Maricopa | (602) 955-2210 | Excelling |
| 4385 | Young Scholars Academy Charter School Corp. | 88755101 | 5599 | Young Scholars Academy | Charter | ELEM | 1501 E. Valencia Rd. | Bullhead City | 86426 | Mohave | (928) 704-1100 | Excelling |

Highly Performing Schools

| District CTDS | District ID | District Name | School CTDS | School ID | School Name | District or Charter | Profile Type | Street Address | City | Zip Code | County | Contact Number | Achievement Profile |
|---------------|-------------|---|-------------|-----------|---|---------------------|--------------|-----------------------------------|-----------------|----------|----------|----------------|---------------------|
| 28750000 | 4191 | Center for Academic Success, Inc. | 28750203 | 79039 | Center for Academic Success, The #3 | Charter | ELEM | 1415 F Avenue | Douglas | 85607 | Cochise | (520) 805-1558 | Highly Performing |
| 38752000 | 4207 | Flagstaff Junior Academy | 38752101 | 4851 | Flagstaff Junior Academy | Charter | ELEM | 306 W. Cedar Avenue | Flagstaff | 86001 | Coconino | (928) 774-6007 | Highly Performing |
| 38751000 | 4203 | Mountain School, Inc. | 38751001 | 4843 | Mountain School | Charter | ELEM | 311 W Cattle Drive Trail | Flagstaff | 86001 | Coconino | (928) 779-2392 | Highly Performing |
| 38706000 | 4201 | Pine Forest Education Association, Inc. | 38706101 | 4841 | Pine Forest School | Charter | ELEM | 1120 West Kaibab Lane | Flagstaff | 86001 | Coconino | (928) 779-9880 | Highly Performing |
| 78967000 | 79969 | All Aboard Charter School dba All Aboard Charter School | 78967101 | 79970 | All Aboard Charter School | Charter | ELEM | 5827 North 35th Avenue | Phoenix | 85017 | Maricopa | (602) 433-0500 | Highly Performing |
| 78707000 | 4331 | Arizona Agribusiness & Equine Center, Inc. | 78707202 | 6344 | AAEC Paradise Valley | Charter | HS | 17811 North 32nd Street | Phoenix | 85032 | Maricopa | (602) 569-1101 | Highly Performing |
| 78511000 | 87407 | Arizona Connections Academy Charter School, Inc. | 78511101 | 81179 | Arizona Connections Academy | Charter | K-12 | 1017 South Gilbert Road Suite 210 | Mesa | 85204 | Maricopa | (480) 782-5842 | Highly Performing |
| 78988000 | 79204 | Ball Charter Schools (Dobson) | 78988102 | 10729 | Dobson Academy, The - A Ball Charter School | Charter | ELEM | 2207 North Dobson Road | Chandler | 85224 | Maricopa | (480) 855-6325 | Highly Performing |
| 78754000 | 4355 | Benjamin Franklin Charter School | 78754101 | 5536 | Benjamin Franklin Charter School - Mesa | Charter | ELEM | 2345 N. Horne | Mesa | 85203 | Maricopa | (480) 649-0712 | Highly Performing |
| 78754000 | 4355 | Benjamin Franklin Charter School | 78754104 | 88341 | Benjamin Franklin Charter School - Power | Charter | ELEM | 22951 S. Power Rd. | Gilbert | 85297 | Maricopa | (480) 677-8400 | Highly Performing |
| 78754000 | 4355 | Benjamin Franklin Charter School | 78754102 | 5537 | Benjamin Franklin Charter School - Queen Creek | Charter | ELEM | 21151 Crismon Road | Queen Creek | 85242 | Maricopa | (480) 987-0722 | Highly Performing |
| 78909000 | 79055 | Carden Traditional School of Surprise, Inc. | 78909102 | 80463 | Carden Traditional School of Surprise | Charter | ELEM | 15688 West Acoma Lane | Surprise | 85379 | Maricopa | (623) 556-2179 | Highly Performing |
| 108502000 | 89914 | Daisy Education Corporation dba Sonoran Science Academy - Phoenix | 108502101 | 80974 | Sonoran Science Academy - Phoenix | Charter | K-12 | 4837 E. McDowell Road | Phoenix | 85008 | Maricopa | (602) 244-9855 | Highly Performing |
| 78742000 | 81045 | Edkey, Inc. - Pathfinder Academy | 78742001 | 10753 | Pathfinder Academy | Charter | ELEM | 2542 N. 76th Place | Mesa | 85207 | Maricopa | (480) 986-7071 | Highly Performing |
| 78755000 | 4356 | Fountain Hills Charter School | 78755101 | 5539 | Fountain Hills Charter School | Charter | ELEM | 15055 N. Fountain Hills Boulevard | Fountain Hills | 85269 | Maricopa | (480) 837-0046 | Highly Performing |
| 78521000 | 88369 | Imagine Middle at East Mesa, Inc. | 78521001 | 88370 | Imagine Middle at East Mesa | Charter | ELEM | 9701 E. Southern Ave. | Mesa | 85208 | Maricopa | (480) 355-6830 | Highly Performing |
| 78968000 | 79967 | LEAD Charter Schools | 78968102 | 87876 | Leading Edge Academy - Queen Creek | Charter | ELEM | 4815 W. Hunt Highway | Queen Creek | 85242 | Maricopa | (480) 655-6787 | Highly Performing |
| 78791000 | 79207 | Milestones Charter School | 78791101 | 78843 | Milestones Charter School | Charter | ELEM | 4707 East Robert E Lee Street | Phoenix | 85032 | Maricopa | (602) 404-1009 | Highly Performing |
| 78940000 | 79578 | Pan-American Elementary Charter | 78940101 | 79579 | Pan-American Charter School | Charter | ELEM | 3001 W. Indian School | Phoenix | 85017 | Maricopa | (602) 266-3989 | Highly Performing |
| 78925000 | 79455 | Pointe Educational Services | 78925001 | 79456 | North Pointe Preparatory | Charter | K-12 | 10215 N. 43rd Avenue | Phoenix | 85051 | Maricopa | (623) 209-0017 | Highly Performing |
| 78925000 | 79455 | Pointe Educational Services | 78925003 | 80473 | Pinnacle Pointe Academy | Charter | ELEM | 6753 West Pinnacle Peak Road | Glendale | 85310 | Maricopa | (623) 537-3535 | Highly Performing |
| 78508000 | 87399 | Rosefield Charter Elementary School, Inc. | 78508101 | 87400 | Imagine Charter Elementary School at Rosefield | Charter | ELEM | 12050 N. Bullard Avenue | Surprise | 85379 | Maricopa | (623) 344-4300 | Highly Performing |
| 88620000 | 4383 | Kingman Academy Of Learning | 88620204 | 79373 | Kingman Academy of Learning - High School | Charter | HS | 3420 Burbank Ave. | Kingman | 86409 | Mohave | (928) 681-2900 | Highly Performing |
| 88620000 | 4383 | Kingman Academy Of Learning | 88620102 | 5597 | Kingman Academy of Learning - Intermediate School | Charter | ELEM | 3419 Harrison Avenue | Kingman | 86409 | Mohave | (928) 681-3200 | Highly Performing |
| 88620000 | 4383 | Kingman Academy Of Learning | 88620103 | 6051 | Kingman Academy of Learning - Middle School | Charter | ELEM | 3269 Harrison Street | Kingman | 86409 | Mohave | (928) 692-5265 | Highly Performing |
| 108713000 | 79961 | Academy of Math and Science, Inc. | 108713101 | 79094 | Academy of Math and Science | Charter | K-12 | 1557 W Prince Rd | Tucson | 85705 | Pima | (520) 293-2676 | Highly Performing |
| 108797000 | 87440 | El Pueblo Integral - Teaching & Learning Collaborative | 108797101 | 87441 | Paulo Freire Freedom School | Charter | ELEM | 300 E. University Blvd. | Tucson | 85705 | Pima | (520) 624-7552 | Highly Performing |
| 108703000 | 4428 | Montessori Schoolhouse of Tucson, Inc. | 108703002 | 6340 | Montessori Schoolhouse | Charter | ELEM | 1301 E. Ft. Lowell Road | Tucson | 85719 | Pima | (520) 319-8668 | Highly Performing |
| 108778000 | 4425 | Presidio School | 108778201 | 5865 | Presidio High School | Charter | K-12 | 1695 East Fort Lowell Road | Tucson | 85719 | Pima | (520) 881-5222 | Highly Performing |
| 100220000 | 4413 | Vail Unified District | 100220706 | 78835 | Civano Charter School | Charter | ELEM | 10673 E. Mira Lane | Tucson | 85747 | Pima | (520) 731-3466 | Highly Performing |
| 110502000 | 4453 | Casa Grande Union High School District | 110502701 | 79658 | Casa Verde High School | Charter | HS | 1362 N. Casa Grande Ave. | Casa Grande | 85222 | Pinal | (520) 876-0661 | Highly Performing |
| 78518000 | 88360 | Legacy Traditional Charter School | 78518101 | 88361 | Legacy Traditional School | Charter | ELEM | 17760 N. Regent Drive | Maricopa | 85138 | Pinal | (520) 423-9999 | Highly Performing |
| 138760000 | 79437 | Acorn Montessori Charter School | 138760101 | 79438 | Acorn Montessori Charter School | Charter | ELEM | 8556 East Loos Drive | Prescott Valley | 86314 | Yavapai | (928) 772-5778 | Highly Performing |
| 138714000 | 88321 | Desert Star Community School, Inc. | 138714101 | 88322 | Desert Star Community School | Charter | ELEM | 1240 S. Recycler Rd. | Cornville | 86325 | Yavapai | (928) 282-0171 | Highly Performing |
| 148759000 | 79064 | Juniper Tree Academy | 148759101 | 79112 | Desert View Academy | Charter | ELEM | 2363 South Kennedy Lane | Yuma | 85365 | Yuma | (928) 314-1102 | Highly Performing |



CITY COUNCIL AGENDA

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

REGULAR MEETING
November 1, 2010
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES

1. Work Session of October 11, 2010
2. Work Session of October 18, 2010
3. Regular Meeting of October 18, 2010

b. PURCHASE AGREEMENT - LIFE, INC. FOR THE AVONDALE TAXI SUBSIDY PROGRAM

City Council will consider a request to approve a service agreement with Life, Inc in the amount of \$45,000 to provide subsidized taxi service for residents to travel to medical and dialysis treatments and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. CHANGE ORDER NO. 1 - J.J. SPRAGUE OF ARIZONA, INC. - ELM LANE AND CENTRAL AVENUE DRAINAGE IMPROVEMENTS

City Council will consider a request to approve Change Order No. 1 to the Elm Lane and Central Avenue Drainage Improvements Construction Contract with J.J. Sprague of Arizona, Inc. in the amount of \$130,284.85 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. SECOND AMENDMENT TO CONTRACT WITH U.S. PEROXIDE, LLC

City Council will consider a request to approve the second amendment to the contract with U.S. Peroxide, LLC to provide odor control services on Avondale Boulevard at a cost not to exceed \$150,000 through November 2011 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 2935-1110 - INTERGOVERNMENTAL AGREEMENT - SRO AT LA JOYA HIGH SCHOOL

City Council will consider a resolution authorizing an Intergovernmental Agreement between the Tolleson Union High School District and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2010-2011 school year at La Joya High School

and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 PROFESSIONAL SERVICES AGREEMENT - PUBLIC SAFETY CORPORATION

Council will consider a request to award a Professional Services Agreement to Public Safety Corporation to provide False Alarm Reduction and Billing Services in exchange for a portion of the fees and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 PROPOSED ORDINANCE - AVONDALE MUNICIPAL CODE CHAPTER 20-30 - ALARM SYSTEMS

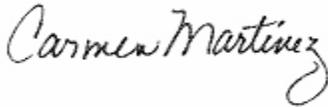
City Council will receive an update regarding the Enhanced Call Verification Program previously introduced to Council and review highlights of the Proposed Ordinance which will amend Chapter 20 of the Avondale Municipal Code. For information, discussion and direction.

6 EXECUTIVE SESSION

- a. The Council may hold an executive session pursuant to: (i) ARIZ. REV. STAT. § 38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney regarding (a) Build America Bond audit procedures and (b) options for addressing Proposition 203 if approved by voters; and (ii) ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding negotiations for (a) a potential Development Agreement with PIR, (b) resolution of Parker and Cano/Robbins matters and (c) enforcement of tax lien matters on Hummingbird property.

7 ADJOURNMENT

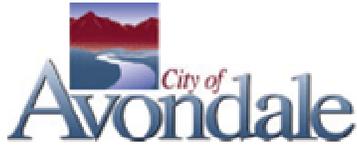
Respectfully submitted,



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:
APPROVAL OF MINUTES

MEETING DATE:
November 1, 2010

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

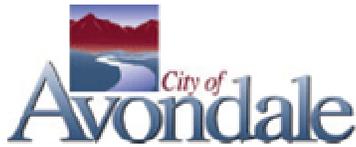
PURPOSE:

1. Work Session of October 11, 2010
2. Work Session of October 18, 2010
3. Regular Meeting of October 18, 2010

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement - Life, Inc. for the Avondale
Taxi Subsidy Program

MEETING DATE:

November 1, 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 authorize a service agreement for \$45,000 with Life, Inc. to provide subsidized taxi service for residents to travel to medical and dialysis treatments.

BACKGROUND:

Avondale initiated the Taxi Subsidy program as a more cost effective alternative to Dial-a-Ride for residents that require transportation to obtain specific medical services such as dialysis, chemotherapy or other recurring medical treatments. The Southwest Valley Dial-a-Ride provides special needs individuals with general transportation service but along with being a more expensive option, the service area does not cover the entire City of Avondale.

The Avondale Taxi Subsidy program has been in place since July 2009 and is tailored to provide transportation for persons to obtain medical treatments. During Fiscal Year 09-10 the Taxi Subsidy program was used for 4,250 trips.

The City of Glendale competitively bid the taxi program services and found Life, Inc. was the most responsive bid, with the lowest cost and good coverage in the West Valley. Avondale can purchase services using Glendale's contract.

DISCUSSION:

The Taxi Subsidy Program provides transportation for Avondale residents with non-emergency medical transportation needs, who receive recurring treatments such as dialysis and chemotherapy.

BUDGETARY IMPACT:

The funding for this contract was budgeted in the Transit Account line item 215-5113-00-6180.

RECOMMENDATION:

Staff recommends that the City Council authorize a service agreement with Life, Inc. for \$45,000, a piggyback agreement with the City of Glendale, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Purchase Agreement](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LIFE, INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of November 1, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Life, Inc., an Arizona non-profit corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Glendale entered into a Contract, resulting from Solicitation No. RFP 11-10, dated as of September 2, 2010, with the Contractor to provide for the administration of a taxi subsidy program (the "Glendale Contract"). The Glendale Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted by Section 25-24 of the City Code to make purchases under the Glendale Contract without any further public bidding when, in the opinion of the purchasing director, a separate bidding process is not likely to result in a lower price than would be available under the Glendale Contract.

C. The purchasing director has made the determination that a separate bidding process is not likely to result in a lower price than would be available under the Glendale Contract. The City desires to utilize the services of the Contractor for a lower cost than would otherwise be available.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2011.

2. Scope of Work. Contractor shall administer the City's taxi subsidy transportation program (the "Services") under the terms and conditions of the Glendale Contract, attached hereto as Exhibit A.

3. Compensation. The City shall pay Contractor an aggregate amount not to exceed \$45,000.00 for the Services, at rates set forth on Exhibit A.

4. Payments. The City shall pay the Contractor 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. 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 Section 6 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 Section 6 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.

6. 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.

7. 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 Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the Glendale Contract.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. 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 a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to Glendale under the Glendale Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

LIFE, INC. an Arizona non-profit
corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010,
by _____ as _____ of LIFE, INC., an
Arizona non-profit corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LIFE, INC.

[Glendale Contract]

See following pages.

Contract No. C-_____

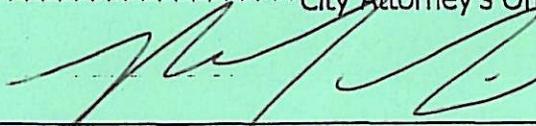
CONTRACT - SIGNATURE ROUTING FORM

Retain Signature Routing Form with contract throughout the entire process. If you have any questions, call the City Clerk's Office at x6152.

| | | | |
|----------------------------------|-----------------------------|---|--------------------|
| To Council: | No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> | Mtg Date: 08-31-10 |
| Contract Title/Description: | Taxi Subsidy Program | | |
| Vendor Name & Number (if known): | Life, Inc. | | |
| Contact Person: | Extension: | Dept of Contact: | Date: |
| Jim Swaziek | 2867 | Budget-Mat Man | 07-19-10 |

*****City Attorney's Office use only*****

Approved:



9/2/10

City Attorney's Office

Date

Ordinance/Resolution required?

Yes, attached _____

No

chw
chw

Contract submitted to City Clerk's Office for contract numbering and signature routing.

*** Routing by City Clerk's Office ONLY ***

| Contract number assigned C- | | | | |
|-----------------------------|---|------|-------------|----------------------|
| Signatures(if applicable) | | Date | Signed by | Return to City Clerk |
| Mayor | <input type="checkbox"/> | | | |
| City Manager | <input type="checkbox"/> | | | |
| Deputy City Manager | <input type="checkbox"/> | | | |
| Attorney | <input type="checkbox"/> | | | |
| Department Head | <input type="checkbox"/> | | | |
| City Clerk | <input type="checkbox"/> | | | |
| | | | Date | Initial |
| <input type="checkbox"/> | Number of original contracts (minimum of 3 originals) _____ | | | |
| <input type="checkbox"/> | If recording is required, one original contract is digitally recorded by the City Clerk's Office. Upon completion, a copy of the recorded document and two originals are sent back to the originating department. | | | |
| <input type="checkbox"/> | Two original contracts sent to back to originating department. | | | |
| <input type="checkbox"/> | One original contract sent to Records Dept for retention. If recorded, send copy of contract with Recording Number also. | | | |

Comments: _____

**AGREEMENT FOR
PROFESSIONAL PROGRAM MANAGEMENT AGREEMENT**

This Agreement for Professional Program Management Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Life, Inc., a[n] Arizona nonprofit corporation ("Contractor"), authorized to do business in the State of Arizona, as of the ____ day of _____, 2010 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, or an excerpt thereof (the "Project"); and
- B. City desires to retain the services of Contractor to perform all professional architectural services ("Services") and produce the specific work as set forth in the attached Project; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Professional Services. Contractor will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City. Additional conditions of the Project include:

- (A) Contractor will conduct up to six site visits to the Project site during the performance of duties under this Agreement.
- (B) No site work is part of this Agreement except as required to connect buildings to electrical services.

1.2 Project Team.

(A) Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement; and
- (2) The City must approve the designated Project Manager.

(B) Project Team.

- (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."

- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

(C) Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in Exhibit A.
- (2) Contractor will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

(D) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform Services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- (A) For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- (B) Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- (A) Ownership. Upon receipt of payment for Services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et. seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- (B) Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- (C) City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$85,000 as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of Services as outlined in the Project is significantly modified.

- (A) Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

- (A) Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- (A) Contractor will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Services furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000.00 per occurrence and \$ 500,000.00 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000.00 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Professional Liability. A professional errors and omissions liability policy providing a minimum limit of \$0.00 for each claim and a \$0.00 annual aggregate.
- (D) Auto. A business auto policy providing a liability limit of at least \$1,000,000.00 per accident for Contractor and \$1,000,000.00 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (E) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this Section, and copies

of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this Section.

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this Section.
- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

(H) Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this Section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this Section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

- (B) This indemnity and hold harmless applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under this Section.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under this Section. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

11. Notices.

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - (A) The Notice is in writing; and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

- (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

- (A) Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Cole Arnold, Director - Life, Inc.
1818 East Southern Avenue
Mesa, Arizona 85214
- (B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Cathy Colbath, Transit Administrator
6210 West Myrtle Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- (C) Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this Section at least ten days prior to the change.

- 12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

- 13.1 Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - (C) The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums, the response or any excerpts attached as Exhibit A, and this Agreement will be resolved by the terms and conditions stated in this Agreement.
- 13.2 Interpretation.**
- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 13.3 Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 13.5 Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 13.7 Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 14. Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
- 15. Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

| | |
|-----------|--------------------|
| Exhibit A | Project |
| Exhibit B | Compensation |
| Exhibit C | Dispute Resolution |

(Signatures appear on the following Page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Ed Beasley
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Life, Inc.,
a[n] Arizona nonprofit corporation



By: Cole Arnold
Its: Director

EXHIBIT A
Request of Proposal 11-10

PROJECT

[see attached]

EXHIBIT A – PROJECT / SPECIFICATIONS
Service Agreement
RFP 11-10

1 CONTRACTOR PROVIDED (REQUIRED) SERVICES

Contractor will provide the following services:

- 1.1 Administer and operate the Program per guidelines set forth in this document.
- 1.2 Implement and monitor Program as required under this Agreement.
- 1.3 Review customer applications for the medical component and make determinations of eligibility per program standards
- 1.4 Design and print approved vouchers. Voucher designs are subject to approval by the designated City contact.
- 1.5 Issue vouchers to medical-needs transportation customers.
- 1.6 Work with City's Victim Assistance Unit to issue vouchers to provide taxi service to victims of domestic violence.
- 1.7 Market program to target customer groups for medical transportation needs.
- 1.8 Respond to customer requests and complaints pertaining to the Program.
- 1.9 Maintain complete and accurate records of all vouchers used under the terms of this Agreement.
- 1.10 Provide a quarterly report that shows the total number of rides provided per month for the quarter, customer feedback (complaints/comments, etc.), customer satisfaction (as identified in Program Evaluation section), and marketing efforts of the Program.
- 1.11 Provide an annual report of Program usage and effectiveness per guidelines.
- 1.12 Attend quarterly meetings with City of Glendale staff to review the program.

2 QUALIFIED TAXI FIRM PROVIDED (REQUIRED) SERVICES

- 2.1 "Qualified Taxi Firm" means any taxi company that is licensed and complies with city, county, or state regulations. At a minimum, the Qualified Taxi Firm must address evidence of the following:
 - 2.1.1 Sufficient numbers of vehicles in use by the taxicab company to provide the service required under the contract.
 - 2.1.2 Sufficient staff to operate the vehicles to provide the service required under the contract.

EXHIBIT A – PROJECT / SPECIFICATIONS
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- 2.1.3 Approved taxi meter rates for the general public.
- 2.1.4 Adequate automobile liability insurance in regard to any local, county, state, or federal requirements.
- 2.2 Contractor must have Qualified Taxi Firms accomplish the following services:
 - 2.2.1 Provide personnel and vehicles needed to satisfy the requirements of the Program.
 - 2.2.2 Respond in a timely and efficient manner to eligible Customers for an authorized special needs transportation request.
 - 2.2.3 Upon Customer request, pick up the eligible customer within 30 minutes of service request.
 - 2.2.4 Accept vouchers authorized by City as payment for taxi service.
 - 2.2.5 Collect twenty-five percent (25%) of total ride cost from Customer for each medical-needs transportation service provided with a trip cost not to exceed \$15.00. Customer is responsible for any trip cost overrun exceeding \$15.00.
 - 2.2.6 Require each medical-needs transportation Customer to show picture identification to the driver and verify voucher information.
 - 2.2.7 At the end of the taxi ride, drivers shall enter the meter fare, distance of the ride, amount paid by Customer on the voucher, sign the voucher, and have the passenger verify and sign the voucher.
 - 2.2.8 Services are not limited to 2.2.1 through 2.2.7 listed above. Other services may be required.

3 SPECIAL CONSIDERATIONS

The Taxi Subsidy Program is an ongoing program. Services are provided on the basis of demand from the Taxi Subsidy Program participants.

4 MEDICAL-NEEDS SERVICE - PROGRAM INFORMATION GUIDELINES

- 4.1 Contractor shall issue applications and receive and review applications from Glendale residents requesting to use the medical-needs transportation service. Contractor shall determine eligibility status based on Program eligibility requirements:
 - 4.1.1 Glendale resident

EXHIBIT A – PROJECT / SPECIFICATIONS

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- 4.1.2 Person with a disability requiring repetitive medical therapies such as dialysis, chemotherapy, and some physical therapies which can be classified as a medical-needs service, for example, stroke rehabilitation.
 - 4.1.3 All medical-needs trips shall be limited to service within Glendale city limits (origin and destination within Glendale city limits). Requests for transportation outside of Glendale shall be referred to Maricopa County Special Transportation Services, which provides service for trips going outside of Glendale.
 - 4.1.4 All customers requesting medical-needs service must be medically stable. Medical-needs service shall not be used to provide emergency medical transportation.
 - 4.1.5 Contractor shall provide City with indemnification against any claims related to program eligibility or selection for inclusion within the program.
- 4.2 Program Subsidy Methodology – The Program will provide a subsidy not to exceed \$15.00 per trip for taxi rides. The customer will pay 25% of the fare. The Program will pay 75% of the fare, up to \$15.00. If a trip cost exceeds the maximum amount of \$15.00, the customer will be responsible for any amount over \$15.00. The Program will also pay an additional 15% gratuity of the actual trip cost, based on the maximum allowed trip cost of \$15.00.
- 4.3 Cost for gratuities paid to taxi company by Contractor which may be up to 15% per ride cost with a maximum trip cost of \$15.00 for medical trips and maximum trip cost of \$35.00 for domestic violence assistance rides.
- 4.4 Trip Limits – The number of trips shall be limited to 30 one-way trips per month per customer. Trips can only be made to and from customer residence and designated treatment facilities.
- 4.5 Vouchers – Customers must obtain vouchers prior to using the service. Eligible customer's name must be printed on the voucher. Origin and destination must be printed on the voucher for the voucher to be valid. The voucher should be easy to use and read and include an information table on the back showing the cost of the customer's (25%) trip cost. The voucher shall also clearly waive any and all claims or lawsuits that could be presented to the City, the Contractor, or the taxi company by the customer that are associated in any manner with the customer's medical condition. The customer must request vouchers from Contractor. No more than 30 coupons (one-month's worth) should be issued to a customer at one time. Customer must have used at least half of the coupons issued prior to requesting another supply of coupons. Contractor shall print origin and destination, and customer name on the voucher prior to sending to customer. Customer will hand a valid voucher to taxi driver at time of ride (along with their share of trip cost) and provide identification. Taxi driver shall complete required information which includes number of trip miles, total trip cost, amount paid by customer, sign the voucher, and have the passenger verify and sign

EXHIBIT A – PROJECT / SPECIFICATIONS
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voucher. The taxi company shall return completed vouchers to Contractors for reimbursement. Vouchers shall be sent to the City at the end of each month along with an itemized invoice for services. Vouchers shall have no cash value. Vouchers shall have an expiration date of 6 months from date of issue. The date of issue and the expiration date are to be indicated on the voucher.

- 4.6 Identification of participating taxi companies – Contractor shall identify and provide a current list of participating taxi companies to program customers. Customers can choose which taxi company they prefer to provide the service. Customers will call the taxi company directly for service.
- 4.7 The Contractor must hold semi-annual meetings with all taxi companies to emphasize customer satisfaction and go over any issues that need to be addressed. A sign-in sheet documenting attendance must be provided to the City of Glendale within two weeks of those meetings.
- 4.8 The Contractor shall seek out and coordinate with not for profit agencies that relate to and will enhance this service.

5 DOMESTIC VIOLENCE ASSISTANCE SERVICE - PROGRAM INFORMATION GUIDELINES

- 5.1 Contractor shall work with the City's Victim Assistance Unit to provide this service.
- 5.2 The Contractor shall be responsible for creating and distributing vouchers (approved by the City) and assuring that the Victim's Assistance Unit has vouchers available as needed. The vouchers must state the cost of the trip will be reimbursed by the Program and the total cost of the trip shall not exceed \$35.00. An additional 15% gratuity will apply to these trips up to a maximum trip cost of \$35.00. Gratuity cost is not to exceed \$5.25. The gratuity will be paid by Contractor when reimbursing the taxi company for rides. The Contractor will include this amount in the invoice when seeking reimbursement from the City.
- 5.3 The Victim's Assistance Unit caseworker will provide vouchers on a one-time case-by-case basis.
- 5.4 Contractor shall provide Victim's Assistance caseworkers with a list of current participating taxi providers. Customer can decide which taxi company to use and will use the voucher to pay for the trip up to \$35.00 maximum.
- 5.5 The taxi company shall complete the required information, including cost of trip, mileage of trip and date of trip.
- 5.6 Vouchers used for domestic violence assistance shall be numbered instead of requiring customer names.

EXHIBIT A – PROJECT / SPECIFICATIONS
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5.7 Vouchers shall include spaces for trip information including date of service, number of trip miles, driver signature, date and signature from Victim's Assistance caseworker issuing voucher. Vouchers shall have no cash value.

6 PAYMENT

6.1 Vouchers must be submitted to the City no longer than 90 days after their use or they shall not be eligible for reimbursement.

6.2 Vouchers received after 90 days shall be considered null and void.

6.3 Contractor shall invoice the city monthly for:

6.3.1 Administrative services related to Program broken down into categories

6.3.2 Costs for taxi rides

6.4 Cost for gratuities paid to the taxi company by contractor may be up to 15% per ride cost –with maximum trip cost of \$15.00 for medical trips and maximum trip cost of \$35.00 for domestic violence assistance rides.

6.5 Contractor must submit all invoices used in a month within 90 days of that month's end. For example, vouchers used for trips taken in January must be submitted to the City of Glendale by the last day in March. The Contractor shall engage in best efforts to submit all vouchers used in June by July 15. The Contractor shall also keep copies of vouchers for at least one year after use.

6.6 Used vouchers shall be returned to City as verification of rides provided.

6.7 Vouchers must include all completed information.

7 OPTIONAL EXPANDED PROGRAM

At any time City may choose to expand or cease expansion of the taxi subsidy program to allow for trips beyond Glendale's borders. A thirty-day (30) notice will be given if City will expand/cease the expansion. The expanded program shall meet all the specifications of the normal program, except with the following changes:

7.1 All residents requesting transportation outside of Glendale must be approved by the City.

7.2 City must approve any trip purpose for trips outside Glendale.

7.3 Program Subsidy Methodology - the program will provide a subsidy not to exceed \$15.00 (plus tip – see below) per trip for taxi rides. The passenger will pay the first

EXHIBIT A – PROJECT / SPECIFICATIONS
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\$5.00 of the trip charge. The program will pay a fee towards the trip cost in an amount not to exceed \$15.00. Any additional trip cost will be paid by the customer. The Program will also pay an additional 15% gratuity of the actual trip cost, capped at a \$15.00 trip cost, or a maximum tip of \$2.25.

- 7.4 The Contractor must seek Qualified Taxi Firms to collect a \$5.00 per trip charge from Customer for each trip plus any amount over a \$15.00 subsidy. Customer is responsible for any trip cost overrun exceeding their \$5.00 fee plus the \$15.00 City subsidy.
- 7.5 The Contractor shall invoice the City monthly for the Costs for taxi rides and gratuities paid to Taxi Company by Contractor at up to 15% per ride cost, capped at a \$15.00 per trip cost. Used vouchers shall be returned to City as verification of rides provided. Vouchers must include all completed information.
- 7.6 Customers must obtain vouchers prior to using the service, and a 72 hour notice is required.
- 7.7 Vouchers – Eligible customer's name must be printed on voucher. Origin and destination must be printed on voucher to be valid. Voucher shall read that the passenger shall pay the first \$5.00 of the trip charge, plus any costs over a \$20 dollar trip cost (\$5.00 passenger fee, \$15.00 city subsidy). There is no information table required on the back of the voucher. All other elements of the voucher will remain the same pursuant to 1.7.5.

8 PROGRAM EVALUATION

- 8.1 Contractor shall provide monthly statistics indicating number of rides provided for each Program component broken down by Weekday, Saturday, and Sunday/Holiday. A list of all holidays for that year will be submitted to the Contractor prior to the new fiscal year.
- 8.2 Contractor shall obtain customer feedback and provide quarterly evaluations of Program focusing on customer satisfaction including:
 - 8.2.1 On-time performance
 - 8.2.2 Driver courtesy
 - 8.2.3 Vehicle condition
 - 8.2.4 Customer perceived value of program
 - 8.2.5 Overall level of service
 - 8.2.6 Overall satisfaction with service
 - 8.2.7 Customer access to other forms of transportation options
 - 8.2.8 Marketing effort awareness
- 8.3 Contractor shall provide quarterly evaluation reports within the Program to determine if Program participants prefer taxi or Dial-A-Ride, and why.

EXHIBIT A – PROJECT / SPECIFICATIONS
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- 8.4 Contractor shall provide a report at the end of the initial contract period evaluating overall Program effectiveness based on items listed in 1.11.2 and recommending Program changes to improve Program.

9 PROGRAM AUDIT AND INSPECTION OF RECORDS

- 9.1 Contractor shall maintain complete and accurate records with respect to actual time and allowable costs incurred under this Agreement.
- 9.2 All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified.
- 9.3 Contractor shall provide reasonable access to the representatives of City, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers or records of the Contractor that are related to this Agreement.
- 9.4 City of Glendale, the State, the State Auditor, FHWA, FTA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations shall have the right to examine and audit such books and records and to make transcripts or copies from them as necessary.
- 9.5 Contractor shall allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of five (5) years from the date of final payment under this Agreement.
- 9.6 If requested, Contractor shall provide copies of financial records/balance sheets to monitor financial stability.
- 9.7 This article must be included in any subcontract entered into as a result of this Agreement.

10 PROGRAM PAYMENT

- 10.1 Subject to the other provisions of the document, the Contractor shall be reimbursed for its reasonable costs in performing the services contained in these specifications provided, however, that costs do not exceed \$85,000 for the initial contract period of this Agreement.
- 10.2 To receive payment, Contractor shall present to the City an accurate and properly itemized invoice.

EXHIBIT A – PROJECT / SPECIFICATIONS
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- 10.3 Invoices shall be presented monthly and include used vouchers as verification of taxi service provided.
- 10.4 City shall not be liable for any purchases or contracts entered into by the Contractor in anticipation of receiving payments under this Agreement.

EXHIBIT B
Request for Proposal 11-10
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

N/A.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$85,000 (for the initial term of the contract).

DETAILED PROJECT COMPENSATION

N/A.

EXHIBIT C
Request for Proposal 11-10

DISPUTE RESOLUTION

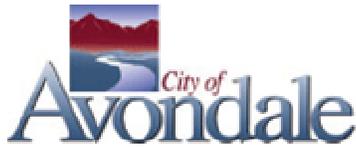
1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
- (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
- (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
 - 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
 - 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
 4. **Exceptions**.
 - 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
 - 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



CITY COUNCIL REPORT

SUBJECT:

Change Order No. 1 - J.J. Sprague of Arizona, Inc.
- Elm Lane and Central Avenue Drainage
Improvements

MEETING DATE:

November 1, 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 approve Change Order No. 1 to the Elm Lane and Central Avenue Drainage Improvements Construction Contract with J.J. Sprague of Arizona, Inc. (J.J. Sprague) in the amount of \$130,284.85 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On October 15, 2007, City Council approved an IGA with Flood Control District of Maricopa County (FCDMC) to cover drainage improvements along Elm Lane and Central Avenue. The IGA permitted the grading of retention basins, development of a comprehensive drainage report, preparation of construction documents and constructing the improvements.

On September 14, 2009, City Council approved a construction contract with J.J. Sprague for the construction of storm water system improvements in the Wigwam Country Estates community and surrounding area. The improvements included construction of a retention basin at 43 W. Davis Lane, and the construction of a storm drain system on Elm Lane and Central Avenue.

Notice to Proceed was issued following Council's approval and receipt of the required bonding, insurance, and contract documents.

DISCUSSION:

The contractor, J.J. Sprague ran into several sewer service conflicts on Elm Lane and Central Avenue. The unforeseen conflicts were the result of the sewer services not being built to standard when the lots were established. To further complicate the situation, many of the existing sewer services that were in conflict with the new storm drain and laterals were serving multiple lots. The City requires that each individual lot have its own dedicated sewer service. Therefore, the contractor not only had to relocate the more than 20 services in conflict, but also had to establish a new sewer service for each redundant lot.

This caused additional pavement cuts for the sewer service connections on Elm Lane and Central Avenue. The additional cuts combined with the poor condition of the existing pavement on Elm Lane warranted the removal and replacement of the entire southern half-street of pavement. Fortunately, the replacement of this pavement will result in a cost savings on the next CDBG project.

In addition, three (3) new insta-valves were installed to minimize system outages during the vertical realignment of various water mains.

A berm and drainage spillway at Festival Fields Park was constructed to reduce the erosion in the retention basin. This addition was competitively quoted and awarded to J.J. Sprague.

The following table summarizes the additional costs associated with Change Order No. 1:

| <u>EXTRA WORK ITEM</u> | <u>COST</u> |
|-------------------------------|---------------------|
| Additional Water/Sewer | \$200,386.24 |
| Project Allowance | (\$150,000) |
| Additional Paving | \$33,695.46 |
| Net Quantity Overruns | \$14,952.95 |
| Festival Fields Berm | \$29,150.20 |
| Credit | (\$5,900.00) |
| Tax | \$8,000 |
| TOTAL CHANGE ORDER | \$130,284.25 |

BUDGETARY IMPACT:

Funding in the amount of \$130,284.85 for Change Order No. 1 is available in CIP Streets Fund Line Item, 304-1158-00-8420, Elm Lane Drainage Mitigation

The FCDMC has agreed to cost share the change order with the exception of the additional half street paved on Elm Lane (\$33,695.46). The FCDMC feels the replacement is not related to the storm drain improvements. The cost of the change order without the half street improvement is \$96,589.39. In accordance with the IGA between the City and FCDMC, FCDMC will reimburse the City 50% of the \$96,589.39 or \$48,294.70. The total reimbursement from the FCDMC for construction on this project will be \$676,291.30.

RECOMMENDATION:

Staff recommends that the City Council approve Change Order No. 1 to the Elm Lane and Central Avenue Drainage Improvements Construction Contract with J.J. Sprague of Arizona, Inc. in the amount of \$130,284.85 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

-  [Change Order No. 1](#)
-  [Vicinity Map](#)

CONSTRUCTION CONTRACT CHANGE ORDER

CITY OF AVONDALE ENGINEERING DEPARTMENT

Project Name: Elm Lane/Central Avenue Storm Drain
City Project No.: ST1158
Design Engineer: Entellus

CHANGE ORDER NO.: 1 Date: 10-04-2010
Change Order Request No.. 1 Date: 10-04-2010

CONTRACTOR: JJ Sprague of Arizona, Inc.

Original Contract Start Date: 10-26-2009
Original Contract Completion Date: 04-24-2010
Revised Contract Completion Date: 07-30-2010

CHANGE ORDER DESCRIPTION:

The Change Order covers final quantity/work overages of \$101,134.65 to the original project scope and the addition of a berm and drainage spillway at Festival Fields Park for \$29,150.20; for a total amount of + \$130,284.85. The Change Order also includes an increase in the Contract Time of 87 calendar days.

REASON FOR CHANGE ORDER:

The majority of the quantity/work overage was due to relocating sewer services on Elm Lane and Central Avenue which were in conflict with the storm drain installation. In addition, each existing sanitary sewer service on Elm Lane served two (2) lots. Additional services were installed to provide one (1) sewer service per lot. There were also related conflicts with existing water mains and sewers. Additional values were also added to the water system. The total cost for the sewer and water related items is \$200,386.24. The project included an item for Reimbursement Allowance in the amount of \$150,000 which when applied results in a \$50,386.24 overage.

There was a \$48,648.41 in quantity adjustment costs including additional pavement replacement on Elm Lane due to the water and sewer service work and poor pavement condition.

This Change Order also includes a berm and drainage spillway at Festival Fields Park for \$29,150.20 which was an additional scope of work item added to this Contract after a competitive price proposal process was conducted. The Change Order includes a miscellaneous credit of \$5,900 and an additional tax amount of \$8,000 to cover this contract adjustment.

Summary of Change Order

| | |
|------------------------------------|---------------------|
| Water/Sewer Overage | \$200,386.24 |
| Reimbursable Allowance in Contract | (\$150,000.00) |
| Additional Paving | \$33,695.46 |
| Net Quantity Overruns | \$14,952.95 |
| Festival Fields Berm | \$29,150.20 |
| Credit | (\$5,900.00) |
| Tax | \$8,000.00 |
| TOTAL CHANGE ORDER | \$130,284.85 |

CONTRACT AMOUNT

Original Contract: \$1,255,993.20
Previous C.O.'s: \$ 0
This Change Order: \$ 130,284.85
Total All C.O.'s: \$ 130,284.85
Revised Contract: \$ 1,386,278.05

CONTRACT TIME

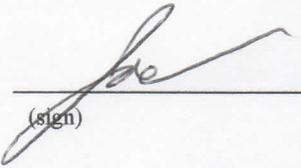
Original Contract: 180 days
Previous C.O.'s: 0 days
This Change Order: 87 days
Total All C.O.'s: 87 days
Revised Contract: 267 days

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:

CITY OF AVONDALE:

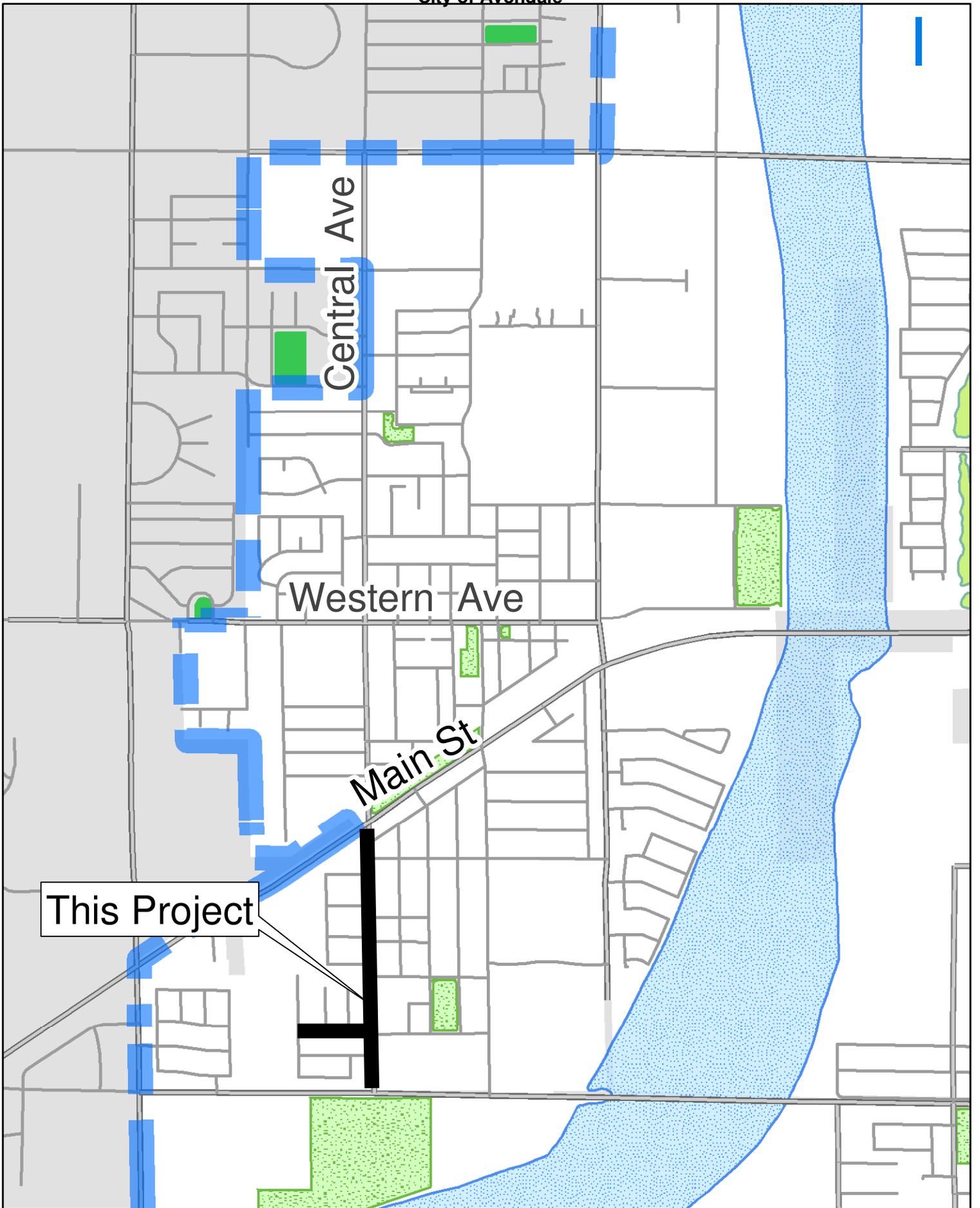
J.J Sprague of Arizona, Inc.

By:  10/26/10
(sign) (date)

By: _____
Charles P McClendon, City Manager (date)

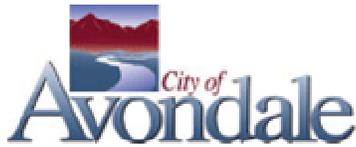
President
Title

Attest: _____
Carmen Martinez, City Clerk (date)



This Project

Vicinity Map
Elm Lane Drainage Project



CITY COUNCIL REPORT

SUBJECT:

Second Amendment to Contract with U.S. Peroxide, LLC

MEETING DATE:

November 1, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the Second Amendment to Contract No. C12624 between the City of Avondale and U.S. Peroxide, LLC, to provide odor control services on Avondale Boulevard, for a price not to exceed \$150,000 through November, 2011, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In the City's wastewater collection system, concrete and brick lines and/or manholes are subject to a wide variety of corrosive compounds (gas and liquid) that degrade their structural integrity and lead to costly infrastructure replacement. As part of the City's comprehensive Wastewater Collection System Management Program, staff has identified the presence, and quantified the effects, of sewer gasses throughout the wastewater collection system. These gasses are the primary cause of corrosion and sewer odors. Staff has implemented an ongoing program to neutralize sewer gasses and provide treatment to manholes to mitigate the malodor and corrosive effects of the gasses.

Under Avondale Blvd., south of Van Buren St., the City maintains a 27-inch sewer line that conveys wastewater flows from the northwestern area of the City, south to Roeser Rd., then west for treatment at the Charles M. Wolf Water Resource Center. At Coldwater Springs Blvd., directly adjacent to City Hall, this line upsizes to 33 inches. From this location south to Maricopa St., the line operates with less than optimum flow volumes allowing hydrogen sulfide gasses to form (H₂S). The formation of these gasses will decrease as development occurs to the north, resulting in increased flow volumes; in the meantime, however, these gasses require mitigation.

DISCUSSION:

In 2008, the City sought bids from contractors to provide hydrogen peroxide (H₂O₂) and all personnel, chemicals, equipment and security, to mitigate hydrogen sulfide malodors emanating from the sewer under Avondale Blvd., adjacent to City Hall. This project was designed as a pilot to measure the effectiveness of hydrogen peroxide as a hydrogen sulfide neutralizing agent.

U.S. Peroxide, LLC, submitted the successful bid and entered into Contract No. C12624 with the City, and the First Amendment approved in November 2009 to provide the services as identified in the scope-of-work. As the pilot program was successful, the contract included the option to extend the contract for up to four consecutive one-year terms and to apply this mitigation process at other locations within the system.

Staff has determined that the project continues to be successful and that continuing the services by extending the contract to November 2011 is in the best interest of the City. In addition, staff would like to fund this year's contract so that this process may be applied to other locations within the

system. Staff would like to approve this contract amendment for one year for a cost not to exceed \$150,000.

BUDGETARY IMPACT:

Staff is asking that funding be made available for the ongoing gas mitigation program by making a budget transfer from the Operating Budget, Sewer Contingency (Line Item No. 503-9210-00-9900), to Wastewater Collections, Chemicals (Line Item No. 503-9200-00-7155), in the amount of \$150,000.

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to Contract No. C12624 between the City of Avondale and U.S. Peroxide, LLC, to provide odor control services on Avondale Boulevard, for a price not to exceed \$150,000 through November 2011; approve the necessary budget transfer; and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Second Amendment - U.S. Peroxide, LLC](#)

**SECOND AMENDMENT
TO
CONTRACT NO. C12624
BETWEEN
THE CITY OF AVONDALE
AND
U.S. PEROXIDE, LLC**

THIS SECOND AMENDMENT TO CONTRACT NO. C12726 (this "Second Amendment") is made as of November 1, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and U.S. Peroxide, LLC, a Delaware limited liability company (the "Contractor").

RECITALS

A. The City issued Invitation for Bids WR 08-019 (the "IFB") seeking bids from contractors to provide hydrogen peroxide, or an approved equivalent, and all personnel, other chemicals, equipment, security and reports, as more particularly set forth in the Scope of Work to the IFB, to mitigate malodor attributed to hydrogen sulfide and emanating from within the sewer running under Avondale Boulevard (the "Services").

B. The Contractor responded to the IFB and the City and Contractor entered into Contract No. C12624 dated June 18, 2008 for the provision of the Services (collectively, the "Contract"), attached hereto as Exhibit 1 and incorporated by reference.

C. The City has determined that the Services have been successful and that it is necessary to continue the Services (the "Continued Services") for an additional term.

D. The City and the Contractor desire to amend the Contract to extend the term of the Contract and to purchase the Continued 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 to amend the Contract as follows:

1. Term. The term of the Contract is hereby extended until November 1, 2011.
2. Compensation. The Contractor's total compensation under this Second Amendment shall be \$150,000.00 as consideration for the Continued Services. The City may purchase the Continued Services at the rates set forth more particularly in that certain Pricing Letter from Dave Burrows, Regional Sales Manger for the Contractor, dated September 14, 2009, attached hereto as Exhibit 2 and incorporated herein by reference.

3. Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to the Contract or this Second Amendment, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to the Contract or this Second Amendment to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 4 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 the Contract or this Second Amendment and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 4 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 Second Amendment for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to the Contract or this Second Amendment. 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 the Contract or this Second Amendment.

4. 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 the Contract and this Second Amendment and may result in the termination of the Contract or this Second Amendment by the City.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation 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 and 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 the Contract or this Second Amendment.

6. Agreement Subject to Appropriation. The provisions of this Second Amendment and the Contract for payment of funds by the City shall be effective when funds are appropriated for purposes of this Second Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Second Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this Second Amendment. The obligation of the City to make any payment pursuant to this Second Amendment and the Contract is a current expense of the City, payable exclusively from

such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Second Amendment during any immediately succeeding fiscal year, this Second Amendment shall terminate at the end of the then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Second Amendment and the Contract.

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

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

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

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

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

“Contractor”

U.S. PEROXIDE, LLC, a Delaware limited
liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2010,
by _____ as _____
of U.S. PEROXIDE, LLC, a Delaware limited liability company, on behalf of such company.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT 1
TO
SECOND AMENDMENT
TO
CONTRACT NO. C12624
BETWEEN
THE CITY OF AVONDALE
AND
U.S. PEROXIDE, LLC

[Contract]

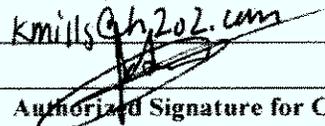
See following pages.

OFFER

OFFER

The undersigned (the "Bidder") hereby offers this Bid (the "Offer") and certifies that Bidder has read, understands and agrees to fully comply with all terms and conditions as set forth in this Contract, and any amendments thereto, together with all Special Terms and Conditions and other documents included as part of this Contract.

BY SIGNING THIS PAGE THE SUBMITTING BIDDER CERTIFIES THAT BIDDER HAS REVIEWED THIS CONTRACT AND ALL CORRESPONDING IFB TERMS AND CONDITIONS AND AGREES TO BE CONTRACTUALLY BOUND BY THEM.

| | |
|--|--|
| Arizona Transaction (Sales) Privilege Tax License Number: <u>20075259</u> | For Clarification of this Bid contact: Name: <u>Kristin Mills</u> Telephone: <u>404-352-6223</u> Facsimile: <u>404-352-6077</u> Email: <u>kmills@h2o2.com</u> |
| Federal Employer Identification Number: <u>87-0715830</u> <u>US Peroxide, LLC</u> Contractor Name <u>500 Bishop St. NW, Suite C3</u> Address <u>Atlanta, GA 30318</u> City State Zip Code |  Authorized Signature for Contractor <u>Jose Fragoso</u> Printed Name <u>Business Operations Manager</u> Title |

ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR CITY OF AVONDALE USE ONLY)

Effective Date: 10/19/2008 Contract No. C12624 Official File: 12624

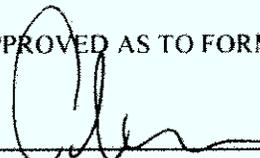
CITY OF AVONDALE, an Arizona municipal corporation


 Charles P. McClendon, City Manager

ATTEST:


~~XXXXXXXXXXXXXXXXXXXX~~
 Carmen Martinez, Acting City Clerk

APPROVED AS TO FORM:


 Andrew J. McGuire, City Attorney

INTRODUCTION; SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION; SPECIAL TERMS AND CONDITIONS

1. Purpose. The City has been experiencing malodors attributed to hydrogen sulfide from the sewer that runs under Avondale Boulevard. To correct this problem the City is soliciting Bids from Vendors to conduct a demonstration on the capabilities of hydrogen peroxide, (or approved equivalent) to mitigate the malodors. The selected Contractor shall provide all personnel, chemicals, equipment, security and reports as more particularly described in the Scope of Work, attached to this IFB as Exhibit A (the "Services"). The Avondale Boulevard sewer line carries approximately 1 MGD of wastewater. Contractor shall sample the water to determine sulfide loading (For the purpose of this solicitation, Bidders can assume a range of 2.8-6.0 mg/l concentration of dissolved hydrogen sulfide) and a suitable hydrogen peroxide dosing regimen. Compliance will be 0.5mg/L dissolved sulfides at a location approximately 3 miles downstream of the injection point.

2. Offer Acceptance Period. Contractor Offers shall be valid and irrevocable for **60** days after the Bid Opening.

3. Term. Following the issuance by the City of a Notice of Award to the successful Vendor, the term of this Contract shall commence May 19, 2008, and remain in full force and effect until November 14, 2008 (the "Demonstration Term"). Thereafter, upon satisfactory completion of the Demonstration Term, the City may, at its sole discretion, extend the term of this Contract for up to four consecutive one-year terms. The City reserves the right to extend the Services to additional locations at the prices and under the term as described in this IFB.

DEFINITIONS

II. DEFINITIONS

For purposes of this solicitation, the following definitions shall apply:

“Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this IFB.

“Bid Deadline” means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

“Bid Opening” means the date and time set forth on the cover of this IFB for opening of sealed bids.

“Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

“Days” means calendar days unless otherwise specified.

“City” means the City of Avondale, an Arizona municipal corporation.

“Confidential Information” means that portion of a Bid, proposal, Offer, specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information shall be so identified wherever it appears.

“Contract” means, collectively, the (i) the Offer, (ii) the Special Terms & Conditions, (iii) the General Terms & Conditions, (iv) the Scope of Work, attached hereto as Exhibit A, (v) the Contractor’s Exceptions to the Scope of Work attached hereto as Exhibit B, (vi) the Price Sheet attached hereto as Exhibit C, (vi) the Licenses; DBE/WBE Status Sheet attached hereto as Exhibit D, (vii) References attached hereto as Exhibit E, (viii) Acknowledgement of Addenda Received attached hereto as Exhibit F, (ix) the Notice of Award, (x) the Notice to Proceed, (xi) any approved Change Order or Addenda, and (xii) Contractor’s Certificates of Insurance.

“Contractor” means the individual, partnership, or corporation who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for materials or services by the City.

“Invitation for Bids” or “IFB” means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the materials and/or services set forth above in compliance with the provisions of the City Procurement Code.

“Materials” means any personal property, including equipment and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Services.

“Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or services to more than one Bidder.

“Price” means the total expenditure for a defined quantity of a commodity or service.

“Procurement Agent” means the City Manager or authorized designee.

“Procurement Code” means the City of Avondale Procurement Code, as amended from time to time.

DEFINITIONS

“Procurement Representative” or “Department Representative” means a City employee who has specifically been designated to act as a contact person to the Bidders and/or Contractor, and who is responsible for monitoring and overseeing the Contractor’s performance under the Contract.

“Project” means the purpose and work described as set forth in Section I(1) of this IFB.

“Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional services” as defined in the Procurement Code.

“Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

“Subcontractor” means those persons or groups of persons having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or Specifications for this Work, and includes those who merely furnish materials.

“Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

“Work” means all labor, materials and equipment incorporated or to be incorporated in Project construction that are necessary to accomplish the construction required by this Contract.

BID PROCESS; BID AWARD

III. BIDDING; AWARD OF CONTRACT

1. Purpose/Scope of Work. The purpose of this IFB is to secure a qualified Contractor to perform the Work and provide materials as more particularly described in the Scope of Work, attached hereto as Exhibit A, and incorporated herein by reference.

2. Authority; Amendment of IFB. This IFB and resultant Contract is issued under the authority of the City. No alteration hereof may be made without the express written approval of the City in the form of an official IFB or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

3. Non-responsive Bids. The City will consider as "irregular" or "non-responsive" and may reject any Bid not prepared and submitted in accordance with the IFB and Scope of Work, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance to the specifications outlined in the Scope of Work. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection.

4. Minimum Requirements. Bidders are reminded that the requirements set forth in the Scope of Work of this IFB are the minimum levels required and that Bids submitted must be for products and/or that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified are not responsive and should not be submitted. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work. All variances, exceptions and/or deviations shall be fully described in the Contractor Exceptions to Scope of Work, as set forth in Exhibit B.

3. Preparation/Submission of Bid. Vendors are invited to participate in the competitive bidding process for the materials outlined in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

3.1 Bid Form Requirements. Bidders shall provide **one** complete, fully executed **original** of this IFB, signed in ink by a person authorized to bind the Bidder, together with all required attachments as specified below, to be considered a responsive Bid:

- a. Offer
- b. Contractor Exceptions to Scope of Work
- c. Price Sheet
- d. Licenses; DBE & MBE Status
- e. References
- f. Acknowledgement of Addenda Received, if applicable

3.2 General Bid Submission Information; Requirements.

a. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

b. All Bids 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.

BID PROCESS; BID AWARD

c All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

d Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

e. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the City Procurement Code.

3.3 Bidders' Duty to Inspect. All Bidders shall (a) examine the entire Bid Package, (b) seek clarification of any item or requirement that may not be clear; (c) check all responses for accuracy before submitting a Bid and (d) submit the entire, completed Bid Package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered a non-responsive Bid. Negligence in preparing a Bid confers no right of withdrawal after the Bid Opening, unless otherwise provided in the City Procurement Code.

3.4 Unit Pricing. Bid prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

4. Inquiries; Interpretation of Scope or Work; Specifications.

4.1 Inquiries. Any question related to the IFB, including any part of the specifications, Scope of Work or other Contract documents, shall be directed to the Department Representative or Procurement Representative whose name appears on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the City will not respond to any questions submitted later than the final date for inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract documents.

4.2 Approval of Substitutions. The materials, products, and equipment described in this Contract establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the Contract. Contractor shall not rely upon approvals made in any other manner.

4.3 Use of Equals. When the specifications or Scope of Work for materials, articles, products and equipment include the phrase "*or equal*", Contractor may bid upon and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No

BID PROCESS; BID AWARD

such "equal" shall be purchased or installed without prior written approval from the City. Approvals for "equals" before Bid Opening may be requested in writing to the Procurement Representative for approval. Requests must be received at least ten days prior to the Bid Deadline. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals of equals shall be issued in the form of written addendum to this Contract.

5. Addenda. It shall be the Vendor's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available at:

City of Avondale City Hall, 11465 West Civic Center Dr. Avondale, Arizona 85323
Buyhub Website at www.buyhub.com
City of Avondale website at www.avondale.org/procurement

6. Prospective Bidders' Conference. A prospective bidders' conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this IFB. This conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory prospective bidders' conference. Vendors are strongly encouraged to attend those prospective bidder's conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB 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 IFB. Oral statements or instructions will not constitute an amendment or addendum to this IFB.

7. New. All materials to be utilized by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

8. Pricing. All Work and/or Services necessary for the Project shall be performed in an amount not to exceed the Price as set forth in the Price Sheet attached as Exhibit C and incorporated herein by reference.

9. Payment; Discounts. Any Bid that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will be deducted from the Bid Price in determining the low Bid. However, the City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

10. Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the Bid accordingly. Failure to accurately tabulate and applicable taxes may result in a determination that a Bid is non-responsive. The City shall not be responsible for incorrect tax information provided by City staff.

11. Federal Funding. It is the responsibility of the Bidder to determine if federal wage rates apply to this Bid. It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping and necessary pay structures.

12. Cost of Bid/Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Bids submitted for consideration should be prepared

BID PROCESS; BID AWARD

simply and economically, providing adequate information in a straightforward and concise manner. The Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

13. Public Record. All Bids 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.

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

15. Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder 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 Bidder shall provide licensure information with the Bid. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

16. Certification. By submitting a Bid, the Bidder certifies:

- a. The submission of the Bid did not involve collusion or other anti-competitive practices.
- b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
- c. 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 Bid or a resultant Contract. In the event that the resultant Contract is cancelled pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.
- d. Failure to sign the Bid, or signing it with a false statement, shall void the submitted Bid and any resulting Contract and the Bidder may be debarred from further bidding in the City.

17. Award of Contract.

17.1 Unless the Contractor's Offer states otherwise, or unless provided within this Contract, 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.

17.2 The evaluation of this Bid will be based on, but not limited to, the following: (a) compliance with Scope of Work, (b) Price, including alternates, if any, and (c) Bidder qualifications to perform the Work.

BID PROCESS; BID AWARD

17.3 Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (a) waive any immaterial defect or informality, (b) reject any or all Bids or portions thereof and (c) reissue an IFB.

17.4 A Bid is a binding offer to contract with the City based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications is modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City.

17.5 Protests. Any Bidder may protest this IFB issued by the City, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

GENERAL TERMS AND CONDITIONS

IV. GENERAL TERMS AND CONDITIONS

1. 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.

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

3. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Contract. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Contract, 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.

4. 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.

5. 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 Contract. The City has no obligation to provide tools, equipment or material to Contractor.

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

7. 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 Contract. 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.

8. Insurance.

8.1 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

GENERAL TERMS AND CONDITIONS

above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract 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 Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract 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 Contract.

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 Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

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 Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

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

f. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three 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, 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.

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. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Contract is subcontracted in any way, 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 Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Contract, Contractor shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers

GENERAL TERMS AND CONDITIONS

as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract 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 Contract. If any of the above-cited policies expire during the life of this Contract, it shall be 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:

(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 Contract.

(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 Contract.

(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.

8.2 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 Contract, 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.

GENERAL TERMS AND CONDITIONS

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 Contract. 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 Contract, 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 Contract 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 Contract, 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 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance 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 Contract 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.

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

9. Applicable Law; Venue. In the performance of this Contract, 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 Contract. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.

10. Termination; Cancellation.

10.1 For City's Convenience. This Contract 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.

10.2 For Cause. This Contract may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Contract'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.

10.3 Due to Work Stoppage. This Contract 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

GENERAL TERMS AND CONDITIONS

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.

10.4 Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract 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 Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Contractor to any other party of the Contract with respect to the subject matter of the Contract.

10.5 Gratuities. The City may, by written notice to the Contractor, cancel this Contract 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 Contract. In the event this Contract 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.

11. Miscellaneous.

11.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Contract 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 Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Exhibit A. 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 Contract.

11.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract 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.

11.3 Amendments. This Contract 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.

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

11.5 Severability. The provisions of this Contract 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 Contract which may remain in effect without the invalid provision or application.

11.6 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

GENERAL TERMS AND CONDITIONS

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 Contract.

11.7 Entire Agreement; Interpretation; Parol Evidence. This Contract 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 Contract are hereby revoked and superseded by this Contract. 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 Contract. This Contract 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 Contract. 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 Contract.

11.8 Assignment. No right or interest in this Contract 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 Contract by Contractor.

11.9 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 Contract whether or not subcontractors are used.

11.10 Rights and Remedies. No provision in this Contract 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 Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, 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 Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

11.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract 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.

11.12 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.

11.13 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 Contract.

GENERAL TERMS AND CONDITIONS

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.

11.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract 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.
 201 East Washington Street, Suite 800
 Phoenix, Arizona 85004-2327
 Facsimile: (602) 340-1538
 Attn: Andrew J. McGuire, Esq.

If to Contractor: _____

 Facsimile: _____
 Attn: _____

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 section. 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.

11.15 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 Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. 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 Contract.

11.16 Conflicting Terms. In the event of a conflict between the IFB, the Contractor's response to the IFB, the Scope of Work, the Fee Proposal and this Contract, the terms of this Contract shall govern.

GENERAL TERMS AND CONDITIONS

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

11.18 Cooperative Purchasing. This Contract shall be for the use of the City of Avondale. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded contractor. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Contractor must be in agreement with the cooperative transaction. Any orders placed to the successful Contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

EXHIBIT A

EXHIBIT A
TO
INVITATION FOR BID No. WR08-019

[Scope of Work]

See following pages.

SCOPE OF WORK

The City has been experiencing malodors attributed to hydrogen sulfide from the sewer that runs under Avondale Boulevard. To correct this problem, the Contractor shall provide all personnel, chemicals, equipment, security and reports for the purpose of conducting a demonstration on the capabilities of hydrogen peroxide 27% (or approved equivalent) counteractive measures to mitigate the malodors associated with a sewer line located along Avondale Boulevard. The sewer line carries approximately 1 MGD of wastewater. Contractor shall sample the water to determine sulfide loading. Contractor compliance to City standards will be measured as 0.5mg/L dissolved sulfides at a location approximately 3 miles downstream of the injection point.

The Contractor shall provide odor control materials and services to the City for the area generally described as the City Civic Center and south along Avondale Boulevard, including (1) installation and maintenance of a hydrogen peroxide 27% (or approved equivalent) storage and dosing module (2) chemical feed equipment, (3) site and equipment maintenance, (4) site security, (5) data gathering and (6) reporting (collectively, the "Services") at the City Civic Center, 11465 West Civic Center Drive, Avondale, Arizona (the "Site"). From this Site, the Contractor shall provide polyethylene tubing and assist the City in running it through a lateral to Avondale Boulevard.

1. General Services. Contractor shall provide skilled technical personnel to perform the services as follows:

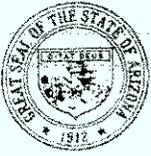
- a. Provide analysis and report total sulfides, dissolved sulfides, pH, and temperature at City designated sampling sites two (2) times per week. Upon successful completion of the Demonstration Term, one (1) time per week.
- b. Conduct ongoing optimization, adjustment of peroxide (or approved equivalent) dosing as required.
- c. Conduct preventative maintenance.
- d. Provide the City with vapor phase hydrogen sulfide Odalog data on an ongoing basis (24 hours per day, 7 days a week).
- e. Provide expertise to City employees on other operational issues pertaining to sulfide control.
- f. Provide 24 hour emergency response to failure of Contractor's equipment.

2. Reporting Requirements. The Contractor shall provide a daily report to the Contractor's control center notifying them of any potential problems. Additionally, the Contractor shall provide to the City the following reports:

- a. Weekly report summarizing activities during the Demonstration Term, including, inventory, sampling results, maintenance, dosing rates, performance and recommendations.
- b. Final report summarizing all data and providing the City with recommendations within 30 days of completion of Demonstration Term.
- c. Monthly summary report that documents daily usage, maintenance, dosing rates, data and future activities.

EXHIBIT A

- d. Monthly activity report to document site visits, maintenance and a data summary.
- 2. Materials. Contractor shall provide all malodor counteractant chemicals, specifically, hydrogen peroxide 27% (or approved equivalent), technical grade.
- 3. Equipment. Contractor shall provide all equipment necessary for the Services, including, but not limited to, tank, pumps, tubing, fittings and delivery equipment. All equipment shall be compatible with hydrogen peroxide 27% (or approved equivalent). Minimum specifications for the equipment shall be provided as described below.
 - a. Tank
 - i. Double contained, polyethylene, capable of holding 110% of volume.
 - ii. Primary tank must be sealed to the secondary tank.
 - iii. Visible overfill lines from the primary to the secondary tank.
 - iv. Sight port located at the bottom of the tank to allow the operator to check for liquid.
 - v. Return vent line from the dosing module to the primary tank.
 - vi. Reverse level indicator.
 - b. Dosing Lines. ½" – ¾" Polyethylene tubing (approximately 1,000 feet)
 - c. Dosing and Control Modules.
 - i. Fitted with pumps that can be programmed for diurnal dosing patterns
 - ii. Calibration Cylinders
 - iii. Vented Ball Valves
 - iv. Tubing, 316 Stainless Steel
 - v. Features an automatic degassing solenoid and valve to prevent vapor locking
 - vi. Pumps which can be automatically adjusted remotely
 - vii. Dosing module situated in weather proof containment
- 4. Additional Equipment. The Contractor shall provide a Safety Shower within the fenced Site for use by its personnel.
- 5. Site Security. Contractor shall be responsible for providing, at a minimum, an 8-foot tall chain link fence with one gate access to the Site. The Contractor shall be responsible for maintenance of fence and site security.
- 6. Technical Support. The Contractor shall provide remote monitoring services including:
 - a. Inventory management, including scheduling and delivery of materials as necessary for the proper execution of the odor control Services.
 - b. Daily monitoring of chemical storage tank levels.
 - c. Periodic dosing module pump diagnostic services.
 - d. 24-hour emergency response to problems with Contractor's equipment.
- 7. City Responsibilities. The City will provide water, power and a suitable, ground-level pad for placement and operation of the Contractor's equipment related to the Services.



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

EFFECTIVE DATE
 January 1, 2005

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.

0500000466852



20075259

ALL communications and reports MUST REFER to this LICENSE NO

Issued To US PEROXIDE LLC
 3020 GORE RD
 LONDON ONTARIO OC N5V4T-7

BUSINESS CLASS

017 Retail

Location: US PEROXIDE LLC
 23 MORNING WOOD DR
 LAGUNA NIGUEL CA 92677-2859
 56

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.

EXHIBIT B

EXHIBIT B
TO
INVITATION FOR BID NO. WR08-019

[Contractor's Exceptions to Scope of Work]

See following page.

EXHIBIT B

CONTRACTOR EXCEPTIONS TO SCOPE OF WORK

Bidder/Contractor shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

① US Peroxide takes exception to #2 on the pricing sheet for the cost per day to maintain sulfide levels as these costs can be optimized depending on annual sulfide loading and are overall difficult to reliably predict.

② Please note that US Peroxide feels that hydrogen peroxide is the most efficient product for this particular application. US Peroxide also offers other products and services for color control including PRI-SC (Peroxide Regenerated Iron for Sulfide Control), Iron salts, vapor fogging and biocide.

EXHIBIT C

EXHIBIT C
TO
INVITATION FOR BID NO. WR08-019

[Price Sheet]

See following page(s).

CITY OF AVONDALE
WATER RESOURCES DEPARTMENT
WR08-019

EXHIBIT C

| Item No. | Description | Qty. | Unit | Unit Price | Extended Price |
|----------|--|------|---------|-------------------|----------------|
| 1. | Hydrogen Peroxide 27% or equivalent | 1000 | Gallons | \$ 2.65 per gal | \$ 2,650.00 |
| 2. | Chemical cost per day to maintain 0.5mg/L dissolved sulfides at a location approximately 3 miles downstream of the injection point. Refer to Scope of Work. (Chemical Price x Dosage) | 1 | Day | \$ N/A* | \$ N/A* |
| 3. | Installation Cost (pump system, storage tank...) | 1 | Each | \$ 3500.00 | \$ 3,500.00 |
| 4. | Tank Rental (includes all maintenance) | 12 | Months | \$ 500.00 | \$ 6,000.00 |
| 5. | Dosing Lines, 1/2" - 3/4" (approximately 1,000 feet) | 12 | Months | \$ Included in #3 | \$ 0.00 |
| 6. | Dosing & Control Modules (includes all maintenance) | 12 | Months | \$ Incl. in #4 | \$ 0.00 |
| 7. | Safety Shower | 12 | Months | \$ Incl. in #4 | \$ 0.00 |
| 8. | Technician to perform testing twice weekly and provide weekly & monthly reports | 6 | Months | \$ Incl. in #1 | \$ 0.00 |
| 9. | Technician to perform testing once weekly and provide weekly & monthly reports | 6 | Months | \$ Incl. in #1 | \$ 0.00 |
| 10. | Site Security - 8 ft Fencing (Estimated quantity of _____) | 12 | Months | \$ Incl. in #4 | \$ 0.00 |
| 11. | Emergency Response (Technician & Vehicle) | 5 | Hours | \$ Incl. in #1 | \$ 0.00 |
| | Subtotal | | | | \$ 12,150.00 |
| | Taxes | | | 8.8% | \$ 1,069.20 |
| | TOTAL | | | | \$ 13,219.20 |

Discount Payment terms 0 % net 30 days

* Please see exception page.

EXHIBIT D

EXHIBIT D
TO
INVITATION FOR BID NO. ST1199 (EN08-007)

[Licenses; DBE/WBE Status]

See following page(s).

EXHIBIT D

LICENSE: DBE/WBE STATUS



Attach a copy of your Business License to your bid submittal.

* Business License must be either a City of Avondale Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X_____.

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

EXHIBIT E

EXHIBIT E
TO
INVITATION FOR BID NO. WR08-019

[References]

See following page.

EXHIBIT E

Provide the following information for three (3) clients for whom Bidder has provided services of similar size and scope with the past (36) months. *These references will be checked*, so make sure all information is accurate and current. Failure to provide three (3) accurate or suitable references may result in disqualification.

1. Company: City of Glendale
Address: 6270 W. Myrtle Ave.
City/State/Zip Code: Glendale, AZ 85301
Contact: Mark Fortkamp
Telephone Number: 623-930-4756
Date of Contract Initiation: Customer since 1999, current contract 10/10/2004

Project Description:
(Include Final Costs) Provide full service-chemical, equipment, technical applications assistance / \$1m annual

2. Company: City of San Francisco
Address: 750 Phelps St.
City/State/Zip Code: San Francisco, CA 94124
Contact: Jignesh Besai
Telephone Number: 415-551-4657
Date of Contract Initiation: Customer since 1995, current contract 10/1/2007

Project Description:
(Include Final Costs) Provide Full service - chemical, equipment, technical applications assistance / \$650K annual

3. Company: Monterey Regional Water Pollution Control Agency
Address: 14811 Del Monte Blvd.
City/State/Zip Code: Marina, CA 93933
Contact: James Dix
Telephone Number: 831-883-1118
Date of Contract Initiation: Customer since 1999, current contract 7/1/2003

Project Description:
(Include Final Costs) Provide full service - chemical, equipment, technical applications assistance / ~\$230K annual

EXHIBIT F

EXHIBIT F
TO
INVITATION FOR BID NO. WR08-019

[Acknowledgment of Addenda Received]

See following page.

EXHIBIT F

ACKNOWLEDGMENT OF ADDENDA RECEIVED

US Peroxide, LLC, (Name of Vendor) affirms that the following ADDENDA have been received and that the information contained in the ADDENDA has been incorporated in formulating the Bid.

Signed, for the Vendor [Signature], 2008
Date 4/24/2008, 2008

ADDENDA RECEIVED:

1. Addendum No. 1, dated 5/5, 2008.
2. _____, dated _____, 2008.
3. _____, dated _____, 2008.
4. _____, dated _____, 2008.
5. _____, dated _____, 2008.

(Add others as needed, identified in the same format)



INVITATION FOR BIDS
MALODOR MITIGATION PROJECT
WR08-019

Addendum No. 1

Date: May 5, 2008
From: Mary Rogers, Buyer
Subject: Addendum No. 1 to the Invitation for Bids No. WR08-019
Bid Deadline: May 8, 2008, 3:00 p.m. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bid 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 bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of modifications to the Scope of Work.

ADDENDUM

1. Scope of Work, Page A-3, Section 2, Materials, is hereby amended to change the Section number as follows:

3. Materials. Contractor shall provide all malodor counteractant chemicals, specifically, hydrogen peroxide 27% (or approved equivalent), technical grade.

The remaining Sections are renumbered accordingly.

2. Scope of Work, Page A-3, subsection 4(a) is hereby amended to add a new subsection vii, as follows:

...

vii. Tanks size shall not exceed 5,000 gallons.

...

3. The Scope of Work is hereby amended to add a new Section 9, Sampling, to read as follows:

9. Sampling.

- a. Pull quarterly, 24 hour discreet samples for the first year and thereafter as mutually agreed.
- b. Take on-site samples using Standard Method.
- c. Take 3 - 4 sample runs on each sampling day at mutually agreed times.
- d. Take samples at three (3) locations designated by the City.

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BIDS

MALODOR MITIGATION PROJECT
WR 08-019

Addendum No. 1

US Peroxide, LLC / Thomas J. Walkosak, 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.

Thomas J. Walkosak, May 6th 2008
Signed Date

Thomas J. Walkosak
Print Name

General Manager
Title

US Peroxide, LLC
Company Name

500 Bishop St. NW, Suite C3
Address

Atlanta, GA 30318
City, State, Zip Code

END OF ADDENDUM No. 1

**RESOLUTION
OF THE EXECUTIVE COMMITTEE OF
US PEROXIDE, LLC**

The Executive Committee of US Peroxide, LLC, (the "Company"), hereby adopts, approves, and consents to the following action as a resolution thereof passed as of January 5, 2004:

APPOINTMENT OF AUTHORIZED CONTRACT AND BID SIGNATORIES

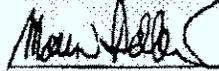
WHEREAS, the Company elects to participate in various contracts including municipal, city, state and federal bids (collectively, "Contracts") for the sale or purchase of chemicals, equipment and/or services; and

WHEREAS, the Contracts uniformly require the signature of an authorized officer or employee of the Company; and

WHEREAS, the Board of Directors deem it to be in the Company's best interests to appoint several employees who can execute Contracts on behalf of the Company; and

NOW, THEREFORE, BE IT RESOLVED, that the Executive Committee hereby authorizes the following named individuals to execute Contracts on behalf of the Company: Thomas J. Walkosak - Vice President, Business Development, and Jose Fragoso - Business Operations Manager.

RESOLVED FURTHER, that the proper officers of the Company be, and they hereby are, expressly authorized, directed and empowered to take any and all actions as they may deem, in their discretion, necessary, appropriate or expedient in order to implement and give effect to the intent of the foregoing resolution.



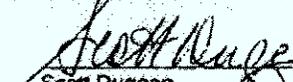
Marvin R. Davies



Ronald K. Braun



Christian Williamson



Scott Duggan



Monica Duggan

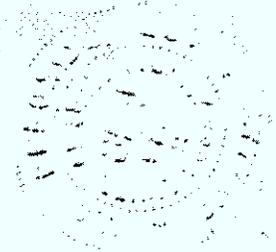
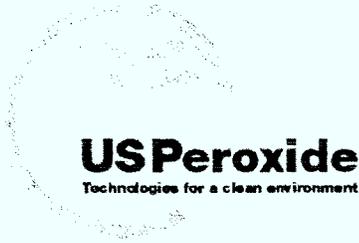


EXHIBIT 2
TO
SECOND AMENDMENT
TO
CONTRACT NO. C12624
BETWEEN
THE CITY OF AVONDALE
AND
U.S. PEROXIDE, LLC

[Pricing Letter]

See following pages.



September 14, 2009

VIA: email

Mike Yracheta
Wastewater Collections Foreman
City of Avondale
399 East Lower Buckeye Road, Suite 100
Avondale, AZ 85323

RE: Avondale 27% Hydrogen Peroxide Pricing

Dear Mike,

Per our conversation U.S. Peroxide, LLC (USP) will continue to maintain the current pricing for
the City of Avondale. The pricing is:

per gallon of 27% Hydrogen Peroxide, delivered;

- \$500.00 monthly facility fee for each dosing module and storage tank.
- All taxes, including sales tax, are responsibility of the City.

Because of market volatility, surcharges may be applied to raw materials and freight, including, but not limited to fuel and energy. Surcharges will be indexed according to published market prices, as a percentage of the current price and according to USP's current surcharge schedule.

USP reserves the right to discuss price adjustments with the City on a quarterly basis. The City has the option to accept/deny any price adjustment.

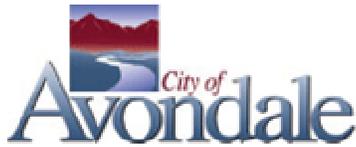
Mike, USP looks forward to a long and mutually beneficial relationship with the City of Avondale. If I can provide you with additional information, please contact me at 480-899-3695.

Sincerely,

Dave Burrows
U.S. Peroxide, LLC
Regional Sales Manager

U.S. Peroxide, LLC

500 Bishop St. NW, Suite C-3, Atlanta, GA 30318 Voice 404-352-6070 Fax 404-352-6077 info@h2o2.com www.h2o2.com



CITY COUNCIL REPORT

SUBJECT:

Resolution 2935-1110 - Intergovernmental Agreement - SRO at La Joya High School

MEETING DATE:

November 1, 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 the Tolleson Union High School District and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2010-2011 school year at La Joya High School.

BACKGROUND:

In past years, research has revealed placing a School Resource Officer in the high schools located in Avondale, have allowed a joint effort between faculty and police to identify safety issues, criminal activity trends, and education needs within the school. In 1994, the City of Avondale began to actively pursue alternative funding for the SRO program. Eventually, the School Districts and the City of Avondale made State and Federal Grant requests to fund the SRO's. In October 2004, the concept of splitting the costs of an SRO with the respective Avondale School District was presented to the Avondale City Council and approved, in concept, in order to fund all future SRO's when grant funding is no longer available. This concept has also been approved by the Tolleson Union High School District.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 1, 2010 through June 30, 2011 for La Joya High School and it provides direction, supervision and management of the assigned SRO. The SRO program continues the partnership between the police department and La Joya High School. SRO's are assigned to the classroom where they teach a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO provides a positive police role model for the students as well as serving as security advisers to school administrators. The police department enjoys the benefit of having an SRO assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow up on criminal investigations involving the students attending the schools, which provides relief to Detectives who would otherwise handle these follow-up investigations.

BUDGETARY IMPACT:

The Tolleson Union High School District has committed financially to fund 100% of the assigned SRO's salary, benefits, and school related overtime during the school year at La Joya High School. The cost sharing between the City of Avondale and the Tolleson Union High School District is as follows:

La Joya High School

- Total yearly salary and ERE for the assigned SRO at LaJoya High School is \$75,070.
- Assuming a ten month school year, the cost to La Joya High School would be \$62,558.
- The city's cost would be \$12,512 for La Joya High School as the City of Avondale will pay an entire two month salary and ERE when school is out of session.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement with the Tolleson Union High School District to share the cost of providing a School Resource Officer during the school year at an annual cost to the City of \$12,512.

ATTACHMENTS:

Click to download

 [Resolution 2935-1110](#)

RESOLUTION NO. 2935-1110

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO THE FUNDING FOR SCHOOL RESOURCE OFFICER SERVICES FOR LA JOYA COMMUNITY HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to funding for school resource officer services for La Joya Community High School (the “Agreement”) is hereby approved in substantially the form attached hereto as Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, November 1, 2010.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2935-1110

(Agreement)

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of November 1, 2010 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its Safe Schools Grant (the "Grant") to fund school resource officer services ("SRO Services") for La Joya Community High School.

B. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers ("SROs") to provide SRO Services at La Joya Community High School.

C. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 15-342 and ARIZ. REV. STAT. § 11-952.

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 are hereby acknowledged, the parties hereby agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

a. The City shall provide SRO Services to the District at La Joya Community High School on an hourly basis, as required by the Dean of Students, but not to exceed 40 hours per week.

b. The City shall ensure that designated SROs attend annual training provided by the Arizona Department of Education.

c. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO must be present and

accessible on the school campus that he or she is assigned to by the Grant. Absent an emergency, the SRO shall not be called away from his or her designated school. If the SRO is called away on police business, including, but not limited to City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs shall be born by the City. If the SRO is attending an SRO-related training or other activity mandated by the Grant, the District shall be invoiced as described in Section 2.1.

d. The City shall ensure that the SRO completes 180 hours of Law Related Education (“LRE”), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students, and at least 100 hours of universal instruction.

e. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the “ADE”) and the District. The SRO shall also provide a monthly recap of LRE (as more fully described in Exhibit A hereto), law enforcement activity and time on campus to the Dean of Students.

f. When school is not in session, including all breaks, school-observed holidays, and school vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO’s costs when so assigned.

g. In addition to the provisions of Section 3.19, the City shall, within ten business days upon request by the District, provide verification to District of SRO’s successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records report, etc.

h. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the School Safety Program Guidance Manual, provided as part of the Grant, attached hereto as Exhibit A and incorporated herein by reference, and as set forth by the Avondale Police Department SRO Program, attached hereto as Exhibit B and incorporated herein by reference. In the event of a conflict between Exhibit A and Exhibit B, the provisions of Exhibit A shall control.

1.2 Accounting and Documentation. The SRO’s salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District’s Grants Office prior to payment of any invoice to the City.

SECTION II - OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to Section I above.

a. The District shall pay 100% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis

for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SRO's time spent at La Joya Community High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school related investigations. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school related overtime. Overtime pay for extra-curricular activities will not be paid by Grant funds. Overtime hours performed for extra-curricular activities will be paid from the appropriate budget District funding source. The District will not pay for any SRO Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO Related Expenses. The Grant shall provide \$50 towards the travel/mileage expenses incurred by the SRO providing SRO Services as the result of his or her participation in any mandatory trainings provided by the ADE. The District shall provide \$100 for supplies and expenses for the SRO as may be incurred throughout the school year.

2.4 Non-Interference by District. No District or La Joya Community High School administrator shall interfere with an SRO's sworn law enforcement duties.

2.5 Removal of SRO. The District may cause an SRO to remove himself from a school if the District determines that the SRO poses a danger to the children at that school or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.7 below by telephone call or fax to describe the situation and to describe the District's concern for the safety of the children. Upon receipt of notice of the removal of an SRO from a school, and in accordance with the Department's internal policies, the Department shall immediately commence an investigation into the alleged wrongdoing. The District shall not be required to pay for the SRO during any time the SRO is reassigned to the Department pending resolution of a safety issue.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each Party shall defend, indemnify and hold harmless the other Party and its departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of

this Agreement and which result from any act, omission or negligence of the indemnifying Party or its departments, officers, employees or agents.

3.2 Term; Recording. The term of this Agreement shall be for one year from July 1, 2010 until June 30, 2011, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel. The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Avondale Police Officer.

3.4 Independent Contractor. The City 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 District, except as provided in Section 3.13 infra. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. District and City do not intend to nor will they combine business operations under this Agreement.

3.5 Records. Both parties shall maintain the records required in this Agreement for a period of two years after the termination of this Agreement.

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving 10 days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant funds become unavailable for any reason.

3.7 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
 Attn: Charles P. McClendon, City Manager
 Facsimile: (623) 333-0100

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

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Cheryl Burt
Facsimile: (623) 478-4197

With a copy to: Udall, Shumway & Lyons, P.L.C.
30 West First Street
Mesa, Arizona 85203
Attn: Jessica S. Sanchez, Esq.
Facsimile: (480) 833-9392

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 Section. 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 or e-mail during the normal business hours of the recipient, with proof of delivery. 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.

3.8 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements 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 District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

3.12 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.13 Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

3.14 FERPA Compliance. Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.17 Sudan/Iran. Pursuant to ARIZ. REV. STAT. §§ 35-391, *et seq.* and 35-393.06, *et seq.*, the parties hereby warrant, and represent to each other that the parties and the parties' subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the term of this Agreement.

3.18 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.19 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15- 512 unless otherwise exempted.

3.20 Coordination of Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

TOLLESON UNION HIGH SCHOOL
DISTRICT NO. 214, an Arizona school
district

By: _____
Marie Lopez Rogers, Mayor

By: _____
Dr. Margo Seck, Interim Superintendent

Date: _____

Date: _____

ATTEST:

Carmen Martinez, City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the CITY OF AVONDALE, acting by and through its CITY COUNCIL, and the TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214, an Agreement between public agencies which, has been reviewed pursuant to ARIZ. REV. STAT. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 under the laws of the State of Arizona.

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

DATED this _____ day of _____, 2010.

Jessica S. Sanchez, Attorney for the District

I have reviewed the above referenced Intergovernmental Agreement between the CITY OF AVONDALE, acting by and through its CITY COUNCIL, and the TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214, an Agreement between public agencies which, has been reviewed pursuant to ARIZ. REV. STAT. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF AVONDALE under the laws of the State of Arizona.

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

DATED this 1st day of November, 2010.

Andrew J. McGuire, Attorney for City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[School Safety Program Guidance Manual]

See following pages.

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES
[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as positive role models to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established Mission and Values of the Avondale Police Department in the course of their duties at Avondale Schools. These Mission and Values set the tone and direction for Avondale Police employees to follow:

A. Mission - “Serving with Honor”: The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, “Are we serving with honor,” every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the

employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the police department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding “sworn” or “civilian” positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch and after school.

- B. Reduction of criminal offenses committed by students.**
 1. Give 90 LRE (Law Related Education) presentations per semester.
 2. Provide LRE counseling to students and parents to educate them regarding the law and consequences of violating the law.

- C. Establish positive rapport with students and parents.**
 1. Be honest and professional in all interactions with parents and students.
 2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
 3. Attend extra-curricular student activities when feasible.

- D. Establish positive rapport with teachers, staff and administrators.**
 1. Be honest and professional in all interactions with teachers, staff and administrators.
 2. Provide guidance and support on law related problems occurring on the campus.
 3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The La Joya Community High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SRO's as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO Program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.

- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents
- Willingness to teach law-related education
- Supportive of prevention strategies
- Satisfactory employment history with supporting documentation
- Demonstrated effectiveness in working with youth
- Oral and written communication skills
- Ability to effectively interact and communicate with diverse sets of individuals
- Supportive of the philosophy of the SRO Program
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students
- AZPOST certified general instructor

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.

- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations. Following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. Serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. Build a relationship with students, parents and staff that promote a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO is expected to provide a minimum of 90 hours of classroom instruction in Law-Related Education (LRE) per semester (based upon a two-semester year). LRE does NOT consist of one-on-one or group counseling. The 90 hours of law-related education instruction, per semester, should be completed during the school day's regularly scheduled instruction periods. However, the building administrator has the discretion to approve the use of time spent before or after school on structured law-related instructional activities.
2. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum.

The teacher must be present in the classroom during LRE instruction.

3. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to La Joya Community High School Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity
 - e. Time spent per LRE lesson • Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents; in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

1. Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO Program.
2. Attend SRO Program management training for supervisors.
3. Conduct on-going visits to schools under their supervision.

4. Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
5. Motivate officers and provide positive reinforcement recognizing excellent performance.
6. Review all investigations by assigned SROs for accuracy, thoroughness and proper procedures.
7. Supervise and monitor performance of SROs, including confronting performance deficiencies and providing documentation and plan for improvement.
8. Thoroughly investigate and document allegations of SRO misconduct.
9. Regularly brief Lieutenant on any unusual incidents at Avondale Schools.
10. Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
11. Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SROs performance.
12. Meet collectively with SROs once a month for training, policy review, and collaboration.
13. Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
14. Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO Program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO Program philosophy to all site staff.
2. Understands the SRO Program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the program guidelines.

4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, Operational Procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO Program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the SRO Program and carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. Only officers that have performed in a satisfactory manner should be considered for further service in the SRO Program. The following are recommended factors to consider:

1. Does the officer have a clear sense of his/her role?
2. Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
3. Has the officer attended or scheduled to take a law-related education class in the current year?
4. How does the officer relate to staff, students, and parents?
5. Does the officer work well independently?
6. Does the officer perform his/her duties effectively?
7. How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

B. Possible Benefits. Law-Related Education is a component of the SRO Program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. to explore and reflect on theirs and others' perspectives,
2. to express and defend their views, to listen to the views of others,
3. to develop arguments for both sides of an issue, to mediate, and
4. to formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system”.

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students’ lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent

programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education

www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education

<http://azbf.org/AZFLSE/lre/lre.cfm>

The site will provides up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids

www.lawforkids.org Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Arizona Prevention Resource Center (APRC)

<http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

Join Together ONLINE

<http://jointogether.org>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe

www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA)

www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Clearinghouse for Alcohol and Drug Information

www.health.org

A comprehensive federal clearinghouse on alcohol and drug information.

National Dropout Prevention Center

www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Resource Center for Safe Schools

www.nwrel.org

Center works with schools and communities to create safe learning environments and prevent school violence.

National School Safety Center

www.nssc1.org

Clearinghouse for school safety information.

National Youth Gang Center

www.iir.com/nygc

Provides information about gangs and effective responses to them.

Partners Against Violence – PAVNET Online

www.pavent.org

Clearinghouse of information about violence and youth-at-risk.

Office of Juvenile Justice and Delinquency Prevention

www.ncjrs.org

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Constitutional Rights Foundation (CRF)

www.crf-usa.org

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

National Law-Related Education Resource Center (NLRC)

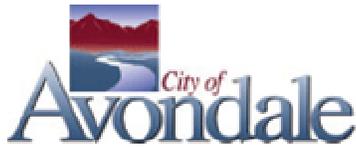
www.abanet.org

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

Street Law, Inc

www.streetlaw.org

Offers program training and program development in law-related education.



CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Public Safety
Corporation

MEETING DATE:
November 1, 2010

TO: Mayor and Council
FROM: Kevin Kotsur, Chief of Police (623) 333-7201
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending the implementation of an enhanced Call Verification practice, coupled with the use of a third party vendor who will be tasked with charging all Registration and Renewal Alarm fees and False Alarm Assessments directly to the alarm monitoring companies in exchange for a portion of the fees.

BACKGROUND:

On May 10, 2010, Staff brought forth to City Council an option to a "true" Verified Alarm Response that would reduce the number of alarm calls for service responded to by Avondale Police Officers and recoup some of the cost related to responding to false burglary, robbery and panic alarms. The option, an Enhanced Call Verification and the use of a Third Party Vendor to collect all associated fees, was the direction provided by Council. Enhanced Call Verification requires the alarm monitoring company to attempt contact with the alarm owner using two or more telephone numbers (i.e., home and cell phones) before contacting the police department. According to the US Department of Justice, cities adopting this practice have noted reductions around 25 to 40% in the number of false alarm calls to the police. Automation is essential to reduce the workload in the Police and Finance Departments. Outsourcing the administration of permits, fines and fees to a private firm in exchange for a portion of the fees would be beneficial. This would require the completion of a Request for Proposal (RFP). According to the US Department of Justice, collection rates may be only about 60 to 70% ("The Problem of False Burglar Alarms," March 2007). Charging all permit fees and fines directly to the alarm company, using a Third Party Vendor to manage these fees and fines, will lessen the administrative burden on the PD and Finance Departments. Not only does this practice ensure that all new alarms are registered with the City of Avondale, but it also greatly reduces the number of contacts that the Vendor must make. Rather than contacting thousands of alarm owners, the Vendor makes contact with a much smaller number of alarm monitoring companies.

DISCUSSION:

On August 26, 2010, the Request for Proposals for False Alarm Reduction and Billing Services was released with a due date of September 28, 2010. On October 07, 2010, Police and Finance Department Staff met to review two proposals from interested potential vendors: Public Safety Corporation and Simmons Alarm Management Services. Based upon the review of all submitted information, the Committee selected Public Safety Corporation as their recommendation for consideration.

BUDGETARY IMPACT:

It is estimated that since January 2007, the Avondale Police Department has spent over \$300,000 in salaries and benefits responding to false alarms. This is the equivalent of adding three to four full-time officers to the department. If Public Safety Corporation is accurate in their annual collections of

\$270,000 of which the City of Avondale would receive about \$207,400 dedicated to the General Fund, the cost incurred by the City of responding to false alarms would be more than covered.

RECOMMENDATION:

Staff recommends that the Council awards a one year Professional Services Agreement to AOT Public Safety Corporation dba Public Safety Corporation to provide False Alarm Reduction and Billing Services in exchange for a portion of the fees 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
PUBLIC SAFETY CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made as of November 1, 2010, between the City of Avondale, an Arizona municipal corporation (the “City”), and Public Safety Corporation, a Maryland corporation (the “Consultant”).

RECITALS

A. The City issued a Request for Proposals “Request for Proposals for False Alarm Reduction and Billing Services (PD 10-075)” and amended on September 8, 2010, by that certain Addendum No. 1 (collectively the “RFP”), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors interested in providing professional services to administer the City’s third party security alarm call verification and alarm registration and billing services for the City’s False Alarm Reduction Program (the “Program”).

B. The Consultant 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 Consultant for third party security alarm call verification and alarm registration and billing services for the Program (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 Consultant 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 November 2, 2011. This Agreement may be renewed for up to four 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. The Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant in the amounts not to exceed at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The Consultant shall remit the City's share of the revenues collected not later than 15 days after such revenues are collected, accompanied by invoices documenting and itemizing all collections for the prior month (upon which the payment is based).

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

6. Consultant Personnel. The Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. The Consultant 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, The Consultant 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 the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. The Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide the Consultant, 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 the Consultant.

9. Performance Warranty. The Consultant 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 Consultant 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 Consultant, 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 Consultant, the Consultant 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 Consultant. 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 Consultant 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 Parts 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 Consultant'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 the Consultant. The Consultant 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. The Consultant 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, the Consultant 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 the Consultant. The Consultant 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, the Consultant 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 the Consultant'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 Consultant'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 the Consultant'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 of 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) The Consultant'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 the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant 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 Consultant 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 consultants, 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 Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant'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 Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 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 Consultant 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. The Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant'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, the Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and the 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 the Consultant of written notice by the City. Upon termination for convenience, the Consultant 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.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to the Consultant 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 Consultant 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 Consultant, 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 Consultant or any agent or representative of the Consultant 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 Consultant 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 Consultant 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant 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. The Consultant, 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 the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant 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 Consultant 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 Consultant.

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 Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant 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 the Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of the Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant 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 Consultant 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 Consultant any amounts the Consultant 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 Consultant any amounts the Consultant 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 Consultant: Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Facsimile: (301) 638-9319
Attn: Les Greenberg, CEO

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 Consultant 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 the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

14.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Consultant with non-exclusive, limited access to the City's information technology infrastructure. The Consultant understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Consultant shall enforce all such policies, standards, regulations and restrictions with all the Consultant's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

B. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Consultant shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the City Manager or authorized designee.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall notify the City Manager, or authorized designee, immediately. The Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

F. Permitted Access. The Consultant's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

G. Survival. The obligations of the Consultant under this Section shall survive the termination of this Agreement.

14.17 Records and Audit Rights. The Consultant'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 consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.18 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 the Consultant'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 Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, the Consultant 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 the Consultant pursuant to this Agreement. The Consultant 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 the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant 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.

14.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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). The Consultant'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.

14.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant 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 Consultant 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 Consultant'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

“Consultant”

PUBLIC SAFETY CORPORATION,
a Maryland corporation

By: _____

Name: _____

Its: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2010,
by _____ as _____ of PUBLIC SAFETY
CORPORATION, a Maryland corporation, on behalf of the corporation.

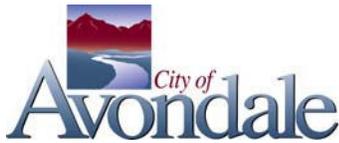
Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PUBLIC SAFETY CORPORATION

[RFP]

See following pages.



**REQUEST FOR PROPOSALS
FOR
FALSE ALARM REDUCTION AND BILLING SERVICES**

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

SOLICITATION INFORMATION AND SELECTION SCHEDULE

| | |
|---|--|
| Solicitation Number: | PD 10-075 |
| Solicitation Title: | False Alarm Reduction and Billing Services |
| Release Date: | August 26, 2010 |
| Advertisement Dates: | August 27, & Sept. 3, 2010 - West Valley View August 26, 2010 – Arizona Business Gazette |
| NON-MANDATORY Pre-Submittal Conference: | September 7, 2010 9:00 a.m. (local time, Phoenix, Arizona) Avondale Civic Center, Mohave Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323 |
| Final Date for Inquiries: | September 9, 2010 |
| Proposal Due Date and Time: | September 28, 2010 3:00 p.m. (local time, Phoenix, Arizona) |
| Shortlist Announced for Oral Interviews: | October 1, 2010 |
| Oral Interviews (if necessary): | October 7, 2010 |
| Target City Council Award Date: | November 1, 2010 |
| Anticipated Agreement Start Date: | November 2, 2010 |
| City Representatives: | Lynn Parkin lparkin@avondale.org 623-333-7000 Loretta Browning lbrowning@avondale.org 623-333-2029 |

- * In the event that a Vendor can not 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.

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PART A

ARTICLE 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, licensed firms (“Vendors”) interested in providing professional services to administer the City’s third party security alarm call verification and alarm registration and billing services for the False Alarm Reduction Program (the “Program”), including (i) providing database development and management, billing and accounting services for annual alarm system registrations, (ii) providing accounting services for false alarm fines or fees for false alarm activations and (iii) handling all related correspondence with citizens and businesses, 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.

1.1 Background. From the time period January 2007 to March 2010, the Avondale Police Department (the “PD”) responded to a reported 11,369 alarm calls, 98% of which were false. Ninety-nine percent of the 945 panic alarms responded to were also false. The PD responded to 256 robbery alarms, 100% of which were false, resulting in costs to the City of approximately \$268,870 in salary and benefits, and 8,129 personnel hours to respond to alarm calls. This does not include costs associated with vehicles or correspondence.

1.2 Objective.

A. The purpose of this Program is to establish an enhanced verified alarm response program that reduces the number of unnecessary alarm calls for service responded to by the City’s police officers and to recoup a portion of the costs related to responding to false alarms.

B. The City wishes to contract with a third party vendor to oversee alarm registration and collection of fees from all alarm monitoring companies contracted with citizens of the City’s service area.

C. The selected Vendor shall perform the services in exchange for a portion of the fees collected to be shared with the City.

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:

PART A

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 **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, **False Alarm Reduction and Billing Services (PD 10-075)**, on the

PART A

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 Article I, Section 2.2 above in a separate, sealed envelope enclosed with the Vendor's Proposal. The Fee Proposal shall clearly delineate the Vendor's formula for sharing revenue collected by the Vendor pursuant to the City's false alarm fee schedule (the "Collected Fees"), which fee schedule shall be attached hereto as Exhibit D and as may be amended from time to time (the "Fee Schedule"). The Vendor's Fee Proposal shall be all-inclusive, such that the Vendor shall not be entitled to any fees for its service beyond the portion of the Collected Fees retained by the Vendor. In addition to the revenue sharing model, Vendor shall propose an alternate cost-per-transaction fee proposal. The City may choose either method of payment. For the purpose of calculating the Vendor's proposed Fee Schedule, the violation penalties for false alarms are as follows:

- False alarm assessments
- Third false alarm - \$150.00
- Fourth false alarm - \$200.00
- Fifth or more false alarms - \$250.00

Registration fees for the business and agent permits are in the process of Council consideration and adoption. Further information will be made available by separate addendum and at the Pre-Submittal Conference on the date indicated on the cover page of this RFP.

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 **90** 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.

PART A

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 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.

PART A

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. 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

PART A

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. 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 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. The City Council approval may be required. The City reserves the right to terminate the selection process at any time.

PART A

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

ARTICLE 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 at least three 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 Article I, Section 2.3 above.
- 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.

PART A

E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five 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 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

20 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 explaining experience that demonstrates the firm's capability to successfully furnish the services and perform the requirements necessary to provide administration of the Program.

B. Provide a list of at least three 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.

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, including the proposed Project 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. Identify key staff responsible for day-to-day operations regarding the Agreement, oversight and management personnel, and the location of the facility from which the Vendor would operate.

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.

PART A

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: Project Approach

20 pts

A. Describe the Vendor’s approach to performing the required Services in the Scope of Work described in this RFP and 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. Include all program requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the Program. At a minimum, respond to each item listed in the technical requirements set forth in the Scope of Work on a point-by-point basis. The information submitted according to this Section 4 shall contain sufficient detail to convey the Vendor’s knowledge of the subjects and skills necessary to successfully perform the services.

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 typical services. Include any required involvement of City Staff.

Section 5: Project Schedule:

20 pts

Provide a Project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor’s ability to meet the full implementation within a 60 day period after the Notice to Proceed has been issued by the City. Assumptions used in developing the schedule shall be identified and, at a minimum, the proposed schedule shall include the following dates.

- A. Contract Award Date: On or about November 1, 2010
- B. Notice to Proceed Date: On or about November 2, 2010

(Vendors shall propose the following schedule dates)

- C. Proposed Kick-Off Meeting: _____
- D. Phase -In 30, 60, 90 Day Progress Report Due: _____
- E. Phase-In Report Presentation Due: _____
- F. Full Implementation Start Date: _____

Section 6: Pricing

10 pts

Vendor shall submit the same number of copies of the Fee Proposal as described in Article I, Section 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 shall be attached as Exhibit D of the Professional Service Agreement.

PART A

A. The City is interested in considering a variety of costing methods for the defined services. Revenue sharing is preferred, but a cost-per-transaction option will be considered. Proposers are required to offer at least one revenue sharing option.

B. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks presented in the Technical Requirements (Section 6 of the Scope of Work attached to the Professional Services Agreement). Vendor shall be required to collect and pay Arizona State sales tax, if applicable. Costs for subcontractors are to be broken out separately. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

Total Possible Points for Proposal: 100

ARTICLE 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 |
| 100 | Total Possible Points for Oral Interview |

PART A

ARTICLE 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.

**SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of _____, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Consultant").

RECITALS

A. The City issued a Request for Proposals "Request for Proposals for False Alarm Reduction and Billing Services (PD 10-075)" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors interested in providing professional services to administer the City's third party security alarm call verification and alarm registration and billing services for the City's False Alarm Reduction Program (the "Program").

B. The Consultant 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 Consultant for third party security alarm call verification and alarm registration and billing services for the Program.

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 Consultant 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 November 2, 2011. This Agreement may be renewed for up to four 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. The Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

PART B

3. Compensation. The City shall pay Consultant in the amounts not to exceed at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. If the City chooses a cost-per-transaction approach, the City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all transactions completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. If the City chooses a revenue sharing approach, The Consultant shall remit the City's share of the revenues collected not later than 15 days after such revenues are collected, accompanied by invoices documenting and itemizing all collections for the prior month (upon which the payment is based).

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

6. Consultant Personnel. The Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. The Consultant 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, The Consultant 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 the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. The Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide the Consultant, 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 the Consultant.

9. Performance Warranty. The Consultant 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 Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or

PART B

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 Consultant, 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 Consultant, the Consultant 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 Consultant. 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 Consultant 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 Parts 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.

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E. Primary Insurance. The Consultant'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 the Consultant. The Consultant 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. The Consultant 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, the Consultant 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 the Consultant. The Consultant 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, the Consultant 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 the Consultant'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 Consultant'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 the Consultant'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 of 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

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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) The Consultant’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 the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant 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 Consultant 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 consultants, 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

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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 Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’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 Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant 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 Consultant 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. The Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant’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, the Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and the 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.

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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 the Consultant of written notice by the City. Upon termination for convenience, the Consultant 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.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to the Consultant 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 Consultant 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 Consultant, 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 Consultant or any agent or representative of the Consultant 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 Consultant 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 Consultant 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 Consultant shall be relieved of any subsequent obligation under this Agreement.

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14. Miscellaneous.

14.1 Independent Contractor. The Consultant 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. The Consultant, 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 the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant 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 Consultant 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 Consultant.

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 Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant 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

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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 the Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of the Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant 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 Consultant 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 Consultant any amounts the Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts the Consultant 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 Consultant: _____

 Facsimile: _____
 Attn: _____

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 Consultant 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

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obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

14.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Consultant with non-exclusive, limited access to the City's information technology infrastructure. The Consultant understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Consultant shall enforce all such policies, standards, regulations and restrictions with all the Consultant's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

B. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Consultant shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the City Manager or authorized designee.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall notify the City Manager, or authorized designee, immediately. The Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

F. Permitted Access. The Consultant's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination,

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shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

G. Survival. The obligations of the Consultant under this Section shall survive the termination of this Agreement.

14.17 Records and Audit Rights. The Consultant'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 consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.18 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 the Consultant'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 Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, the Consultant 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 the Consultant pursuant to this Agreement. The Consultant 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 the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant 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.

14.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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). The Consultant'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.

14.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant 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 Consultant submitted a false certification, the City

PART B

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 Consultant'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

“Consultant”

_____,
a(n) _____

By: _____

Name: _____

Its: _____

PART B

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2010,
by _____ as _____ of _____
_____, a(n) _____, on behalf of the corporation.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[RFP]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Consultant's Proposal]

See following pages.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Introduction. The City of Avondale is seeking a licensed and qualified consultant to administer the City’s False Alarm Reduction Program. The Consultant will be responsible for providing database development and management, billing and accounting services for annual alarm system registrations, accounting services for false alarm fines or fees for false alarm activations, and all correspondence with citizens and businesses.

2. Billing Requirements. The Consultant shall prepare invoices according to the rates established in the Fee Proposal and according to all applicable laws and regulations. All invoices shall also be billed in compliance with the Fair Debt Collection Practices Act. The City shall approve all invoicing forms and correspondence. The Consultant shall be responsible for false alarm notification and billings within three business days of the False Alarm Response notification issued by the City.

3. Collections. The Consultant shall process all claims according to timelines defined by the City and the Consultant.

4. Reporting.

A. Accounting for all billing pursuant to Generally Accepted Accounting Principles shall be provided on a monthly, quarterly and annual basis, or as requested by the City. This shall include monthly auditing by the Consultant to ensure accuracy of bills. Such reports and all supporting documentation shall be submitted to the City within ten business days after the last calendar day of each month during the contract term. Reports shall be submitted electronically either via email or secure server. Reports shall be provided in MS Excel and/or as PDF documents when requested. Other reports may be requested on an as-needed basis. The City reserves the right to request modification to the reporting schedule and formats as the need arises.

B. Consultant shall provide periodic reports of Consultant services, including alarm permit issuance, permit status, billings issued for false alarms, fees collected and all unpaid fees. Report information will be provided in a format and at an interval to be agreed upon by the Consultant and the City.

Consultant Report Description and Schedule

| Report Name | Description | Schedule |
|--------------------------|--|--|
| Monthly Revenue Report | A monthly revenue report showing all service calls billed and revenue collected. | Monthly: Due the 10 th calendar day |
| Monthly Aged Receivables | A monthly outstanding aged accounts receivable report sorted by alarm company and dollar amount owed. Report should be categorized in 30, 60, 90, 120 days outstanding. Report should show the last date of activity on the account. | Monthly: Due on the 10 th calendar day. |
| Other Reports | Reports requested on an as-needed basis that would be useful to the City in monitoring and evaluating the City’s False Alarm Reduction Program and/or accounts receivable process. | As Requested by City |

5. Customer Service. Customer service shall be provided from 8:00 AM to 5:00 PM local time, Phoenix, Arizona, using internet correspondence or telephone number supplied by the Consultant. An 800-number for out-of-area-state customers shall be provided. The Consultant must make a good faith effort to contact customers within 24 hours after initial contact from the customer. The successful Consultant will treat all debtors fairly, with professionalism, honesty and integrity while obtaining the maximum results.

6. Technical Requirements. A key technical component of this Agreement relates to the Consultant's obligation to provide an internet-based portal which will provide public interactivity for purposes of education, registration, and support services, as well as an automated telephone attendant or personnel-staffed telephone system with similar attributes for those needing services, but without internet access. The following list of requirements further describes the activities, obligations and duties required of the Consultant to administer the False Alarm Reduction Program:

A. Database Creation and Integration with City Systems.

(1) Provide an electronic database to track residential and commercial security alarm registrant and permit data, and account receivables for false alarm billings. The database format shall be approved by the City.

(2) Provide a seamless transition for existing users to access their accounts on the new Alarm Program portal. This transition may include establishing an easy process for existing customers to obtain new login and password information. The internet portal shall be integrated with the City of Avondale's existing website. Consultant's webpage shall mask the look and feel of the existing City website. Final appearance and functionality of Consultant webpage is subject to the review and approval of City.

(3) Provide secure database access via the internet to the City for administrative purposes.

B. Manage Registered Permit Accounts.

(1) Provide a toll-free phone number to assist citizens and businesses and answer questions as to the administration and billing of this Program, including timely customer service contact with citizens regarding questions and concerns about the program and specific bills.

(2) Generate and mail false alarm notification and billings. Ensure that only those alarm systems located within the City are being registered and billed for false alarms.

(3) Track false alarm responses and registration status (i.e. active, suspended or revoked).

(4) Track account receivables, billings and balances.

(5) Generate and mail registration status changes to individuals, businesses, and alarm companies.

(6) Provide the City with electronic lists of new registrations and changes of registration status on a monthly basis.

(7) Support the billing /suspension/revocation appeals process.

C. Provide information and education on the Program and register New Alarm Permits.

(1) Develop written educational materials for citizens and businesses and coordinate public education notification plan. Provide alarm user training and education via the internet.

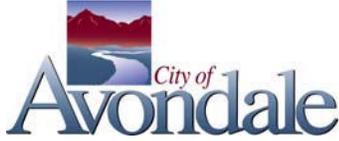
(2) Provide for the ability to register alarm systems and obtain alarm permits by connection to an Internet based portal that is integrated with the City of Avondale's existing website.

(3) Provide for information, registration and support services through a toll free telephone system, which may be automated to a substantial extent.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Proposal]

See following page(s).



REQUEST FOR PROPOSALS

FALSE ALARM REDUCTION AND BILLING SERVICES PD 10-075

Addendum No. 1

Date: September 8, 2010

From: Assistant Chief Lynn Parkin, City Representative

Subject: Addendum No. 1 to Request for Proposals No. PD 10-075

Proposal Due Date and Time: **September 28, 2010**, 3:00 P.M. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the Contract 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 bid. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of a modification to Part A, Article I, Section 2.6, Pricing.

ADDENDUM

1. Part A, Article I, Section 2.6, Pricing, is hereby deleted in its entirety and replaced with the following:

2.6 Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Article I, Section 2.2 above in a separate, sealed envelope enclosed with the Vendor's Proposal. The Fee Proposal shall clearly delineate the Vendor's formula for sharing revenue collected by the Vendor pursuant to the City's false alarm fee schedule (the "Collected Fees"), which fee schedule shall be attached hereto as Exhibit D and as may be amended from time to time (the "Fee Schedule"). The Vendor's Fee Proposal shall be all-inclusive, such that the Vendor shall not be entitled to any fees for its service beyond the portion of the Collected Fees retained by the Vendor.

In addition to the revenue sharing model, Vendor shall propose an alternate cost-per-transaction fee proposal. The City may choose either method of payment.

For the purpose of calculating the Vendor's proposed Fee Schedule, the City's fees and assessments are as follows:

| | |
|---------------------------------------|----------|
| Registration Fee | \$25.00 |
| Annual Renewal Fee | \$25.00 |
| <u>False Alarm Assessments</u> | |
| Third false alarm | \$150.00 |
| Fourth false alarm | \$200.00 |
| Fifth or more false alarms | \$250.00 |

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED**

REQUEST FOR PROPOSALS

**FALSE ALARM REDUCTION AND BILLING SERVICES
PD 10-075**

Addendum No. 1

_____, 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.

_____, _____ 2010
Signed Date

Print Name

Title

Company Name

Address

City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PUBLIC SAFETY CORPORATION

[Consultant's Proposal]

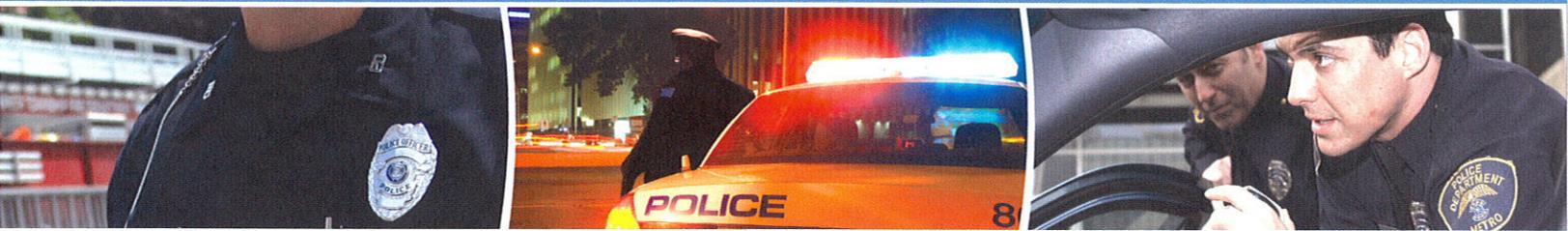
See following pages.



CRYWOLF®

FALSE ALARM SOLUTIONS

PROPOSAL



FALSE ALARM REDUCTION AND BILLING SERVICES

PREPARED FOR:

City of Avondale, Arizona

September 28, 2010

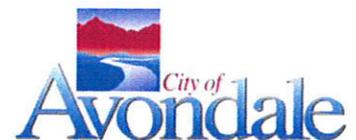


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September 28, 2010

City Clerk
11465 West Civic Center Drive
Suite 200
Avondale, Arizona 85323

RE: False Alarm Reduction and Billing Services (PD 10-075)

Public Safety Corporation (PSC) is pleased to submit our proposal to provide the City of Avondale complete False Alarm Reduction and Billing Services. PSC is proud to offer a comprehensive solution in support of the City's Ordinance and billing and collection administration needs. We are the only company that provides the City of Avondale the unique combination of extensive false alarm reduction background, Arizona alarm program experience, proven administration services, robust functionality, technical expertise, and no-risk financing.

Our experienced personnel, extensive client base, and comprehensive alarm administration solution are the reasons hundreds of cities and counties across the United States trust PSC to manage their false alarms including the nearby cities of Chandler, Gilbert, Glendale and Tempe. It is this comprehensive experience that sets us apart from other service providers.

PSC has reviewed and fully understands the required services and responsibilities as described in the City's RFP. Our proposed alarm administration services fully meet, and in most areas exceed, the City's specifications. We already have the necessary program components in place and have proven our proposed methodology in many agencies the size of the City of Avondale, and larger. Accordingly, we are fully committed to provide the City of Avondale a quick and efficient program implementation where many activities can begin within 30 days of contract approval. This proposal is a firm offer for a period of 90 days from the Proposal due date.

Should you have any questions about our proposal, please do not hesitate to contact me at the numbers below. I am authorized to negotiate and bind the company, and my signature below is certifies that all information presented herein is accurate and complete.

Sincerely,

A handwritten signature in blue ink that reads "Les Greenberg".

Les Greenberg
Chief Executive Officer
Public Safety Corporation
Phone: (240) 607-1401
lgreenberg@publicsafetycorp.com

AOT Public Safety Corporation
dba Public Safety Corporation
Incorporated in Maryland, January 2000; FEIN # 52 2188829
Headquarters at:
103 Paul Mellon Court
Waldorf, MD 20602

PUBLIC SAFETY CORPORATION

1 General Information

Public Safety Corporation (PSC), a corporation of Maryland, is pleased to have the opportunity to submit this proposal in response to the City of Avondale, Arizona (“City”) Request for Proposals (RFP) to provide False Alarm Reduction and Billing Services. PSC is committed to providing the City of Avondale with a superior solution that meets all of its customer service, alarm processing, billing, and collections management needs.

For eleven years, PSC has provided false alarm solutions to local governments across the country. Our solutions have been chosen by more than 185 agencies supporting more than 450 cities, counties and other municipalities throughout the United States and Canada. In every case, PSC technology and services have helped agencies reduce false alarms, increase collections, and improve false alarm processing.

PSC is the leading provider of false alarm management solutions. No other company has the extensive qualifications, experience, and track record of false alarm management performance demonstrated by PSC. PSC has never had a contract terminated for cause nor have we had any claims from a contract which resulted in litigation or arbitration. Our unique experience, especially with Arizona agencies, helps ensure the program’s operational success.

1.1 Unparalleled Alarm Program Experience

Established in 1999, PSC is a pioneer and the industry leader in false alarm management solutions. False alarm management is also our main business. Our proven track record and demonstrated experience shows that we know and understand the business of false alarms and have successfully resolved the challenges the City of Avondale faces with their alarm program. As a result, we are uniquely qualified to be the City’s false alarm administration partner. Our clients range in population up to 4,000,000 and process as many as 100,000 false alarms annually. Among the 185 city and county alarm programs supported by CryWolf are four Arizona cities: Gilbert, Tempe, Chandler, and Glendale.

1.2 What Makes PSC Uniquely Qualified to Serve the City of Avondale

- **Most Qualified Alarm Program Administration Company** - Eleven years of unparalleled experience reducing false alarms for 185 agencies supporting more than 450 cities, counties, and other municipalities. More than 35 of these programs are administered on an outsource service basis.
- **Highly Experienced Staff** - A project team with extensive law enforcement backgrounds, comprehensive technical expertise, and broad alarm management experience—a team with more experience implementing false alarm administration services projects than any other company.
- **Strong Financial Expertise** - Certified and knowledgeable financial support that maximizes collections and minimizes fiduciary exposure.
- **Local Arizona Commitment, Experience and Availability** - Arizona program knowledge and proposed local payment and mailing address demonstrate our commitment and availability to support City of Avondale’s false alarm reduction program.
- **Industry-leading Technology** - The leading false alarm administration technology in the industry, CryWolf, combines state-of-the-art functionality, single fully-integrated database, and web-enabled citizen, alarm company and City access.
- **Spillman CAD System Data Interface** – Experience with more than 20 CAD system interfaces including Spillman CAD System.
- **Alarm Data Management Expertise** - Successful conversions of alarm location data from other databases to CryWolf in more than 120 cities and counties.

No other company can make these claims.



PART A

ARTICLE 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.

AOT Public Safety Corporation
VENDOR SUBMITTING PROPOSAL

52-2188829
FEDERAL TAX ID NUMBER

Les Greenberg CEO
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

103 Paul Mellon Ct
ADDRESS

240-607-1401 301-638-9319
TELEPHONE FAX #

Waldorf MD 20602
CITY STATE ZIP

9/23/2010
DATE

WEB SITE: www.crywolf.us

EMAIL ADDRESS: lgreenberg@publicsafetycorp.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?

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

CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED

REQUEST FOR PROPOSALS

FALSE ALARM REDUCTION AND BILLING SERVICES
PD 10-075

Addendum No. 1

AOT Public Safety Corporation, 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.

, September 23 2010
Signed Date

Les Greenberg
Print Name

CEO
Title

AOT Public Safety Corporation
Company Name

103 Paul Mellon Ct
Address

Waldorf, MD, 20602
City, State, Zip Code

END OF ADDENDUM No. 1

2 Experience and Qualifications

Public Safety Corporation (PSC) offers the City of Avondale unparalleled corporate experience and qualifications to implement and manage the tasks required for a highly effective False Alarm Reduction and Billing Services program.

2.1 Alarm Administration Services Clients

Successful false alarm enforcement programs require a system provider with alarm program expertise, experienced customer service resources, advanced technology and systems experience, strong financial controls, and positive public perception. As shown below, PSC has demonstrated these capabilities to a broad and demanding audience.

| ALARM ADMINISTRATION SERVICES CLIENTS | | |
|---------------------------------------|------------|----------------|
| Agency | Population | Contract Date |
| Charlotte-Mecklenburg, NC | 695,000 | April-2005 |
| Louisville-Jefferson, KY | 690,000 | February-2005 |
| Baltimore, MD | 650,000 | July-2003 |
| Cobb County, GA | 620,000 | September-2008 |
| El Paso, TX | 590,000 | July-2009 |
| New Castle County, DE | 500,000 | December-2007 |
| Omaha, NE | 415,000 | October 2009 |
| Anne Arundel County, MD | 410,000 | November 2009 |
| Wichita, KS | 350,000 | November-2008 |
| Larimer County, CO | 250,000 | April -2006 |
| Lincoln, NE | 250,000 | May 2010 |
| Spokane, WA | 210,000 | February-2006 |
| Pembroke Pines, FL | 160,000 | April 2010 |
| Vallejo, CA | 115,000 | April 2010 |
| Alexandria, VA | 130,000 | November-2008 |
| Spokane Valley, WA | 90,000 | September 2009 |
| Westminster, CA | 90,000 | April 2010 |
| Duluth, MN | 85,000 | September 2009 |
| Santa Fe, NM | 85,000 | December 2009 |
| Wilmington, DE | 76,000 | August 2007 |
| Mountain View, CA | 75,000 | April 2010 |
| Greenville, NC | 65,000 | August 2007 |
| Concord, NC | 60,000 | December 2007 |
| Fayetteville, AR | 58,000 | October-2008 |



| ALARM ADMINISTRATION SERVICES CLIENTS | | |
|--|-------------------|----------------------|
| Agency | Population | Contract Date |
| Arcadia, CA | 55,000 | August-2008 |
| Rocky Mount, NC | 54,000 | June 2009 |
| San Luis Obispo, CA | 45,000 | June-2008 |
| Huntersville, NC | 44,000 | November-2006 |
| Auburn, WA | 40,000 | May-2009 |
| Kannapolis, NC | 40,000 | May-2008 |
| La Porte, TX | 37,000 | November 2009 |
| Morgan Hill, TX | 37,000 | June 2010 |
| Bell, CA | 36,000 | May 2010 |
| Mint Hill, NC | 28,000 | March-2006 |
| Mathews, NC | 26,000 | December-2005 |
| Highland Village, TX | 16,000 | December-2005 |

2.2 Demonstrated Technical Competence and Performance

PSC has a long track record of helping cities and counties increase their service levels, expand the use of innovative technologies, and increase collections on a risk-free basis by obtaining payment exclusively from the revenues we help generate. Based on our prior experience, we are confident that the City of Avondale can expect the False Alarm Reduction and Billing Services program to generate \$270,000 or more annually and, most importantly, reduce false alarm calls. CryWolf clients have benefitted from false alarm reductions of 40%, 50%, 60% and more.

PSC has provided similar administration services to the City of Louisville and Jefferson County, Kentucky (combined population 690,000). Since 2004, Louisville’s program has helped the City and County dramatically reduce the number of false alarms by 60% annually.

| City of Louisville and Jefferson County, Kentucky (pop. 690,000) | | |
|---|-----------------------|---------------------|
| Metrics | Before CryWolf | With CryWolf |
| Number of False Alarms | 40,000 | 16,500 (60%) |
| Annual False Alarm Revenue | 0 | \$ 665,000 |
| Collection Rate | 0 | 88% |

In 2006, PSC implemented a similar false alarm administration program for the City of Spokane, Washington (population 210,000). As shown in the following table, in two years significant progress was achieved. False alarms per day fell more than 65%, from 19 calls per day to just six.

| City of Spokane, Washington (pop. 210,000) | | |
|---|-----------------------|---------------------|
| Metrics | Before CryWolf | With CryWolf |
| Number of False Alarms | 6,800 | 2,250 (65%) |



| | | |
|----------------------------|---|------------|
| Annual False Alarm Revenue | 0 | \$ 410,000 |
| Collection Rate | 0 | 92% |

2.3 References

PSC provides installed Crywolf solutions to nearby Gilbert, Tempe, Chandler and Glendale. In addition, the following references are false alarm administration services projects where we provide services similar to those requested by the City of Avondale.

| | |
|--|--|
| <p><u>San Luis Obispo, California – Since June 2008.</u> Population: 45,000 Interfaces: Spillman Technologies CAD</p> | |
| <p><u>Contact:</u> Lt. Chris Staley San Luis Obispo Police Dept 990 Palm Street San Luis Obispo, CA 93401 Phone: (805) 781-7142 costaley@slocity.org</p> | <p>PSC was awarded a contract to provide Alarm Management Services to San Luis Obispo, California. This program is currently being implemented and will include an interface between CryWolf and the City’s Spillman Technologies CAD system. PSC uses a local commercial bank (Bank of America) lockbox to receive all correspondence and collect all fees and fines. Similar to the other programs administered by PSC, this program will also provide authorized City of San Luis Obispo personnel secure, online access to data and reports.</p> |
| <p><u>Auburn, WA – Since May 2009.</u> Population: 45,000 Interfaces: Northrup Grumman/Altaris CAD</p> | |
| <p><u>Contact:</u> Asst Chief Bob Karnofski Auburn Police Department 340 East Main, STE 201 Auburn WA Phone: (253) 804-3115 bkarnofski@auburnwa.gov</p> | <p>PSC provides alarm management services to the City of Arcadia including annual alarm permits and false alarm ordinance enforcement. We host a dedicated alarm program website for the City and manage a local bank lockbox for all mailed payments. In Auburn, we <u>bill alarm companies</u> for permits and renewals similar to the process required by Avondale.</p> |
| <p><u>Santa Fe, NM – Since December 2009.</u> Population:85,000 Interfaces: SunGard HTE CAD</p> | |
| <p><u>Contact:</u> Dorothy Encinias, Alarm Unit Santa Fe Police Dept 2515 Camini Entrada Santa Fe, NM 87507 Phone: ((505) 955-5752 drencinias@ci.santa-fe.nm.us</p> | <p>In December 2009, the City of Santa Fe chose PSC to provide a false alarm management system to support its alarm ordinance. This project was initiated based on the successful prior implementation of CryWolf for the City of Albuquerque, NM. PSC provided the City of Santa Fe implementation of the CryWolf false alarm management system and alarm program support services.</p> |

In addition to the alarm administration services references above, we also are providing the following nearby alarm system references to demonstrate our knowledge and support of Arizona alarm programs:

Chandler, Arizona (Installed Nov, 2001) – Doug Reed, Chandler Police Department, 480-782-4247

Gilbert, Arizona (Installed Dec, 2009) – Kevin Shaw, Gilbert Police Department, 480-635-7778

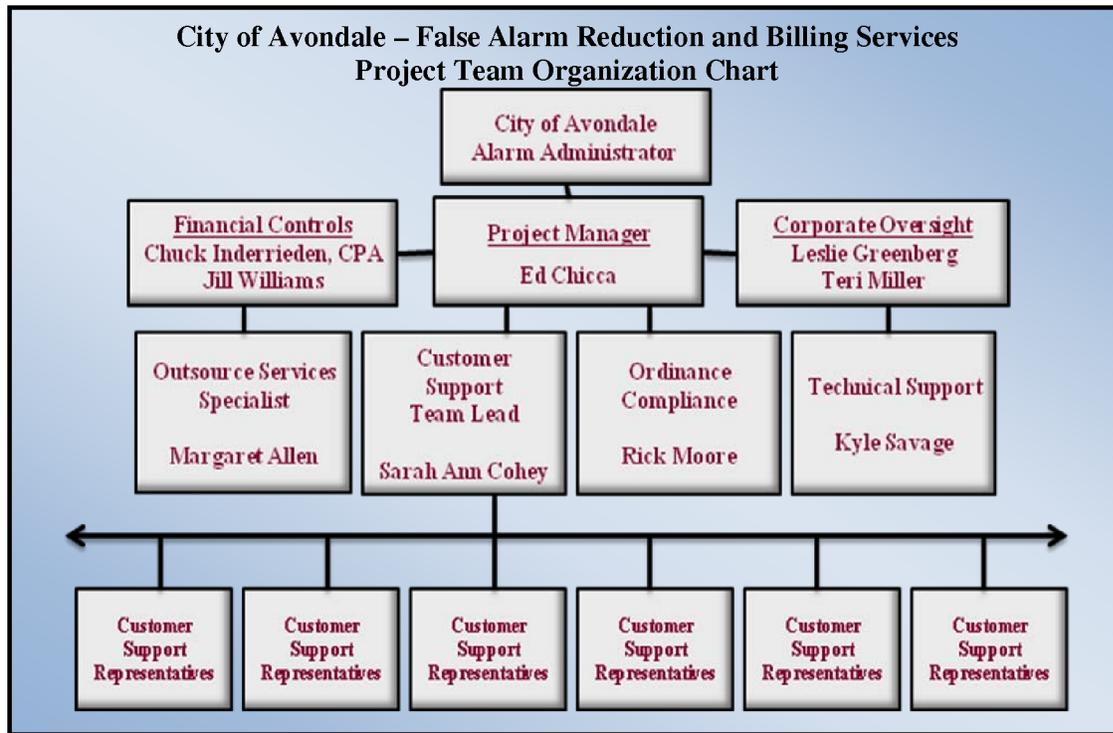
Glendale, Arizona (Install in process) – Steve Morrison, Glendale Police Department, 623-930-3231

Tempe, Arizona (Installed June, 2006) – Joann Derbenti, Tempe Police Department, 480-858-2189



3. Key Positions

The following project organization chart outlines a team which includes project management, technical support group, customer service support staff, corporate oversight, and accounting management. The proposed project team is currently in place and ready to immediately begin administering the City’s false alarm reduction program. All alarm management and alarm system development services are performed 100% by PSC staff, all of which are located in the United States. Proposed staff qualifications are summarized in this Section and more detailed resumes are included in Appendix A.



3.1 Project Management

The Project Manager role demands an individual with extensive program knowledge and experience with alarm processing. Acting as PSC’s primary point of contact for the City of Avondale, the Project Manager is critical to the success of the project.

In addition to serving as the overall point of contact and responsibility, the Project Manager monitors and reports on the project status, coordinates all technical activities, reviews and submits all project deliverables, and manages the PSC staff assigned to this project. PSC’s proposed Project Manager for the project is Mr. Ed Chicca. As Project Manager, Mr. Chicca will concentrate his efforts on the initial project start-up and implementation phase including developing the startup plan, conducting regular City status meetings, managing program website development, managing CAD and financial interface implementation, and ensuring smooth transition from startup to ongoing billing collection operations.

Ed Chicca, Project Manager: Ed Chicca is a retired police officer with more than 20 years of law enforcement experience, including five years as Commander of Information Systems for the Prince George’s County, Maryland Police Department. He also has more than 15 years of systems development experience. Mr. Chicca led the team that designed, developed, and currently maintains the patented,



CryWolf system. He has also managed the implementation of CryWolf false alarm billing systems and services for more than 90 jurisdictions.

Project Experience Includes: Albuquerque, NM; Arcadia, CA; Broward County, FL; Charlotte/Mecklenburg County, NC; Cincinnati, OH; El Paso, TX; Fresno County, CA; Greenville County and City, SC; Los Angeles, CA; Larimer County, CO; Louisville/ Jefferson County, KY; Miami-Dade County, FL; Pembroke Pines, FL; Pomona, CA; Riverside, CA; Sacramento, CA; Sacramento County, CA; San Luis Obispo, CA; Toronto, ON; Spokane, WA and Vacaville, CA.

3.2 Technical Team

Our in-house technical team possesses the optimum combination of experience in alarm administration, software development, systems interfaces to CAD, RMS and financial systems, data conversion, and web-based alarm management functions. This team is responsible for alarm management technology used by all our clients.

Kyle Savage, Interfaces and Data Transfer: Kyle Savage has provided his technical expertise to CryWolf since 2008. Kyle possesses a strong technical background in interface development and data transfer protocols. He has provided technical support on more than a dozen false alarm solution projects including development of CAD bi-directional alarm data interface and multiple financial system interfaces to the CryWolf system. Prior to joining Public Safety Corporation, Kyle worked as a project manager and programmer for several public safety software vendors.

Rick Moore, Ordinance Compliance: Rick Moore has been involved in the implementation and client training for dozens of false alarm programs. Mr. Moore is instrumental in reviewing charging decisions and researching unique officer incident clearances for the alarm programs to ensure adherence to City business practices and alarm ordinances. He is a retired police lieutenant (22+ years law enforcement) and ran three large, successful false alarm reduction programs during his law enforcement career. Mr. Moore has also served on the Board of the National False Alarm Reduction Association (FARA). In addition, he served as an officer of FARA for many years before leaving public service five years ago to join PSC.

3.3 Operations and Customer Service

PSC currently employs 30 program administration staff. Of the total staff, more than 20 people provide customer support. Our large, well trained customer support staff has grown more than 25% annually for the past five years. We continually strive to extend our national reputation for responsive, high-quality customer support.

3.3.1 Outsource Services Specialist

Implementation and support of the overall billing and collection services is supervised by our proposed Outsource Services Specialist, Margaret Allen. Margaret coordinates all implementation activities to ensure that the false alarm reduction program is operational on schedule and meets all ordinance and operational objectives. Ms. Allen will maintain primary day-to-day contact with the City's Alarm Administrator during implementation.

Margaret Allen, Outsource Services Specialist: Margaret Allen has supervised and supported CryWolf alarm services programs for more than a dozen jurisdictions. Prior to joining PSC in 2005, she supervised law enforcement programs for the Charles County, Maryland Sheriff's Office.

3.3.2 Customer Support

In addition to those permanently assigned to this project, PSC will utilize the resources and skills of



others within the organization that have intimate knowledge of alarm processes and operational methods which will be used. Our City of Avondale Customer Service Representatives team will be lead by Ms. Sarah Ann Cohey. Ms Cohey co-directs a staff of 20 Customer Support Representatives cross-trained on the specific procedures and responses to be used in working with telephone and written inquiries from citizens and businesses.

Sarah Ann Cohey, Customer Support Team Lead: Sarah Ann Cohey has proven experience in customer relations, support services, documentation, and report generation. Ms. Cohey has lead the PSC Customer Service Representative team since 2007

Experienced Customer Service Representatives (CSRs): CSRs handle false alarm notice billing, accounts receivable processing, initial and renewal registration processing, and all related printing, mailing, and reporting. CSRs will also provide correspondence management. In addition, our alarm services staff is skilled in customer interaction and will provide hands-on support to facilitate citizen inquiries and support service needs.

All new employees undergo background checks and are formally monitored to ensure quality customer service skills. Employees also regularly attend courses to enhance their skills and improve communications. In addition, we employ a multilingual service that allows our representatives to assist callers in nearly 100 languages.

3.4 Financial Controls and Oversight

Solid accounting practices and strong financial controls are critical to a successful alarm program. At the beginning of the Project, we will work with the City to create a plan that ensures collections are accurately and efficiently processed and financial transactions are well-documented in accordance with City fiscal policies. The following individuals will be directly involved in the financial aspects of this project.

Charles Inderrieden, Project Financial Manager CPA: Chuck Inderrieden manages all financial aspects of PSC, including reporting, oversight and monitoring internal financial controls. He has more than 20 years experience in senior financial management in the private sector domestically and internationally. Mr. Inderrieden holds a BS in Accounting from Clarkson University and is a licensed Certified Public Accountant.

Jill Williams, Contracts Manager: Jill Williams oversees the company's administrative, banking, and financial processes related to false alarm services projects. Ms. Williams acts as the company's liaison for bank lock box operations and manages the billing and collection of accounts receivables including reconciling the revenue share calculations of the company's alarm administration programs.

3.5 Corporate Oversight

PSC assigns corporate oversight to ensure appropriate project accountability, and to quickly address any project issues escalated by our clients or our project personnel. Chief Executive Officer, Les Greenberg monitors performance through weekly reports and internal project status meetings, and periodically interfaces with City representatives to assess overall program performance and outcomes.

Les Greenberg, Chief Executive Officer: Mr. Greenberg has overseen all PSC false alarm management contract activity since the company's inception. He has more than 35 years experience in the public and private sectors. His past experience includes Senior Manager, Consulting Division of the International CPA firm of Touche Ross (now Deloitte and Touche), and the senior management of several companies specializing in financial systems implementation. He holds a Masters of Business Administration from the Wharton School of Finance, University of Pennsylvania.



4 Project Approach

The following sections provide an overview of the range of technical and administration services proposed to meet the stated requirements of the City of Avondale False Alarm Reduction and Billing Services Request for Proposal.

4.1 Highlighted PSC Systems and Services

Our proposed false alarm billing and collection solution is built on our unique, patented and fully integrated system, CryWolf. CryWolf is built with the latest Microsoft .NET technology which supports highly tailor-able alarm related forms, letters and invoices; transfer of alarm data to and from CAD; secure, online access to alarm information; built-in tools for validating addresses; and extensive web-based registration, payment, and other functions. CryWolf's robust and flexible structure allows it to easily interface with other City systems and maintain advanced functionality. Because CryWolf is our patented technology, we can assure the City of Avondale that the system will continue to support responsive, state-of-the-art false alarm administration services throughout the life of the contract.

CryWolf technology is used to track alarm system permits, bill and collect alarm registration and false alarm fees, and administer alarm awareness classes throughout the country. In addition, we have implemented the web-based alarm management functions required by the City for dozens of agencies. The following paragraphs highlight especially relevant technical areas included in our proposal.

Secure City access online to tailorable reports: We will provide authorized City staff with direct inquiry and report generation capabilities via real-time, encrypted, Web-based connection to the alarm database. This approach is currently used by multiple CryWolf clients and provides the City flexible, secure, and timely access to information.

Recording of All Program Telephone Calls: Our call center process is designed to ensure the highest quality customer service including accurate, courteous, and consistent communications with Avondale citizens and businesses. In support of these objectives, PSC employs a communications appliance integrated into our telephone system to record all customer calls. Using this device, digital copies of all citizen and business telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations. This process helps ensure the highest level of customer service.

Dedicated mailing address and toll-free citizen support line: Our alarm management process is designed to reliably separate the Avondale correspondence and calls we receive from the activity of other alarm programs we administer to ensure high-quality and personalized service to the City's citizens and businesses. Our support line is available Monday through Friday, 7am to 6pm Mountain Standard Time. The phone technology we employ described above, allows us to track call ring times and answer times.

Local program remittance lockbox: Our approach to processing payments is designed to ensure fast, reliable, and secure payment processing. We propose to establish a dedicated, program account at a local lockbox facility for all mail-in deposits. PSC is experienced in high volume, commercial bank lockbox support for alarm programs nationwide. We maintain relationships with multiple banking companies and we would invite discussion with the City on an alternative bank, if desired.

Internet-based, fully-interactive alarm permit updating: When permit holders need to update their alarm system information, or want questions answered, they expect prompt access. PSC provides immediate response from our skilled customer service representatives (CSRs) during business hours. Our secure, online access allows alarm users to update their permit information without waiting to speak with a CSR. This online service is available on a 24/7 basis.



Internet-based payment of invoices: PSC can process false alarm payments over the Web. If approved by the City, we will integrate a real-time, “Pay-by-Web” system directly into a dedicated City of Avondale alarm program website which we will host so that citizens can pay individual alarm invoices or the full balance owed at any time, day or night.

Enhanced Alarm Data Security: Alarm response services require the collection, maintenance, and communication of sensitive and highly confidential data about alarm locations. Understandably, businesses, citizens, security alarm companies, and City officials are concerned with unauthorized access to this information. PSC has the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data. CryWolf provides encrypted (Certified SSL) data transfer for all web functions.

Document Control and Mail Verification Software (DCMVS): PSC utilizes the latest Document Control and Mail Verification Software to interface with the United States Postal Service to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The process identifies, verifies, and corrects bad addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last 4 years. DCMVS also automates document integrity, processing, and security. Utilizing DCMVS creates faster turnaround of invoices, correspondence, and registrations, while assisting in locating people for collections.

Integrated Voice Recognition: When citizens have questions or the alarm program needs to alert selected alarm owners, it is desirable to have a system that facilitates prompt communications. PSC supports this not only with skilled customer services representatives, but with telephone handling technology that will provide a caller with information about the false alarm reduction program including registration information, City policies and procedures, and the false alarm fee schedule. If authorized by the City, the system will also be used to automatically deliver messages to alarm owners to update their permit information, reduce false alarms and call the program call center to discuss an account. If authorized by the City, this service is available seven days a week.

Extensive Adjudication and Hearing Support: Our service offering contains a fully integrated hearing and appeal system that allows the adjudication of any action for any account. CryWolf also generates various reports that document and support all billing, noticing, and status change decisions.

Proven Collection Techniques: With half a million false alarm charges processed annually, PSC has extensive experience in violations processing and collections. Our solution includes a variety of techniques to help the City collect fines including multiple and varied noticing, “skip-tracing” of bad addresses, and other targeted collection techniques.

Enhanced Call Verification (ECV) Monitoring: Making sure that the Ordinance requirements for Enhanced Call Verification (ECV) are followed, PSC provides auditing services. By randomly following up with the Alarm Companies to verify that at least two calls were made to contact the alarm owner or their representatives, prior to making a request for dispatch, aides in the reduction of false alarm requests, and Ordinance compliance.

Comprehensive Public Awareness Campaign: We work with the City of Avondale to design and implement a comprehensive public information campaign to ensure compliance and public support.

Transfer of alarm data from Spillman CAD system to CryWolf: Our CryWolf System currently imports alarm event data extracted from CAD systems provided by more than 25 system manufacturers including Spillman CAD. CryWolf currently interfaces with Spillman CAD for our clients in San Luis Obispo, CA and the State of Vermont. We can automate a data extraction routine that retrieves data (1) from the



Spillman Insight reporting database, (2) through an ODBC connection to the Spillman CAD centralized master tables, or (3) receive alarm files in formats including ASCII Text, MS Excel and web services.

Send Permit Data for Updating Spillman CAD: PSC has extensive experience transferring permit data from our system to update CAD. This data can include Permit Number, Permit Status (e.g. Active, Suspended, Revoked), Alarm System contact information, and site conditions (e.g. dog in yard, hazardous materials stored onsite). After entry into Spillman master tables, this data would be displayed in CAD.

Alarm data conversion: PSC will convert/import to the CryWolf system the City's locations that had false alarms in the past to the CryWolf system. PSC has extensive experience converting alarm data for more than 125 agencies with databases containing as many as 4,000,000 records. For example we helped transition Charlotte, North Carolina to new alarm administration services by successfully converting 120,000 alarm locations in less than 30 days without losing any program revenue. PSC has successfully converted millions of alarm records in many projects for such locations as Broward County, FL; Los Angeles, CA; and Miami-Dade County, FL.

Secure, web-based alarm enforcement functions: PSC provides secure, web-based alarm management functions for more than 40 agencies. This includes online access for citizens and businesses to review alarm program requirements, register and renew alarm system permits, update alarm system information, pay alarm fees and fines, and attend alarm awareness classes. The online functions also provide restricted access to alarm companies to review information about their alarm customers. In addition, PSC has developed extensive online capability for the City of Avondale to access the alarm billing and tracking database, search and review accounts, accommodate walk-in (cashiering) payments, and access numerous financial and statistical reports. All CryWolf web-based pages are encrypted (SSL certified).

4.2 Scope of Work Requirements

PSC proposes to provide comprehensive a False Alarm Reduction and Billing Services Program that meets, and in many areas exceeds, the City of Avondale's requirements. The following pages provide our section by section response to the Scope of Work as presented in the City's RFP.

1. Introduction. PSC is the oldest, largest, licensed, and qualified vendor administering false alarm reduction programs nationwide. PSC agrees to be responsible for providing database development, management, billing, and accounting services for annual alarm system registrations, accounting services for false alarm fines or fees for false alarm activations, and all correspondence with citizens and businesses.

2. Billing Requirements. PSC agrees to prepare invoices according to the rates established in the Fee Proposal and according to all applicable laws and regulations. All invoices will also be billed in compliance with the Fair Debt Collection Practices Act. PSC will obtain advance approval from the City for all invoicing forms and correspondence used. Additionally, PSC agrees to send false alarm notification and billings within three business days, normally the next business day, of the False Alarm Response notification issued by the City.

3. Collections. PSC agrees to process all claims according to timelines defined by the City and PSC.

4. Reporting. PSC agrees that:

A. Accounting for all billing pursuant to Generally Accepted Accounting Principles shall be provided on a monthly, quarterly and annual basis, or as requested by the City. This shall include monthly auditing by PSC to ensure accuracy of bills. Such reports and all supporting documentation shall be submitted to the City within ten business days after the last calendar day of each month during the contract term. Reports shall be submitted electronically either via email or secure server. Reports shall be provided in MS Excel and/or as PDF documents when requested. Other reports may be requested on an as-needed basis. PSC agrees that the City reserves the right to request modification to the reporting schedule and formats as needed.



B. PSC shall provide periodic reports of its services, including alarm permit issuance, permit status, billings issued for false alarms, fees collected and all unpaid fees. Report information will be provided in a format and at an interval to be agreed upon by PSC and the City.

Report Description and Schedule

| <u>Report Name</u> | <u>Description</u> | <u>Schedule</u> |
|--------------------------|--|--|
| Monthly Revenue Report | A monthly revenue report showing all service calls billed and revenue collected. | Monthly: Due the 10th calendar day |
| Monthly Aged Receivables | A monthly outstanding aged accounts receivable report sorted by alarm company and dollar amount owed. Report should be categorized in 30, 60, 90, 120 days outstanding. Report should show the last date of activity on the account. | Monthly: Due on the 10th calendar day. |
| Other Reports | Reports requested on an as-needed basis that would be useful to the City in monitoring and evaluating the City's False Alarm Reduction Program and/or accounts receivable process. | As Requested by City |

5. Customer Service. PSC agrees to provide Customer Service from 8:00 AM to 5:00 PM local time, using internet correspondence or telephone number supplied by PSC. An 800-number for out-of-area-state customers shall be provided. PSC agrees to make a good faith effort to contact customers within 24 hours after initial contact from the customer. PSC will treat all debtors fairly, with professionalism, honesty and integrity while obtaining the maximum results.

6. Technical Requirements. As provided in dozens of other jurisdictions nationwide, PSC agrees to provide an internet-based portal which will provide public interactivity for purposes of education, registration, and support services, as well as an automated telephone attendant or personnel-staffed telephone system with similar attributes for those needing services, but without internet access. The following list of requirements further describes the activities, obligations and duties. The following is the home page of a sample website used by a current client:



PSC agrees to provide the following to administer the False Alarm Reduction Program:

A. Database Creation and Integration with City Systems. PSC agrees to:

- (1) Provide an electronic (MS SQL Server) database to track residential and commercial security alarm registrant and permit data, and account receivables for false alarm billings. The database format shall be approved by the City.
- (2) Provide a seamless transition for existing users to access their accounts on the new Alarm Program portal. This transition will include establishing an easy process for existing customers to obtain new login and password information. The internet portal shall be integrated with the City of Avondale's existing website. As required, PSC's webpage will mask the look and feel of the existing City website. Final appearance and functionality of the webpage is subject to the review and approval of the City.
- (3) Provide secure database access via the internet to the City for administrative purposes to include account history search capabilities and online reports.

B. Manage Registered Permit Accounts. PSC agrees to:

- (1) Provide a toll-free phone number to assist citizens and businesses and answer questions as to the administration and billing of this Program, including timely customer service contact with citizens regarding questions and concerns about the program and specific bills.
- (2) Generate and mail false alarm notification and billings. This will include online address validation and address assistance to help ensure that only those alarm systems located within the City are being registered and billed for false alarms.
- (3) Track false alarm responses and registration status (i.e. active, suspended or revoked).
- (4) Track account receivables, billings and balances.
- (5) Generate and mail registration status changes to individuals, businesses, and alarm companies.
- (6) Provide the City with electronic lists of new registrations and changes of registration status on a monthly basis.
- (7) Support the billing /suspension/revocation appeals process.

C. Provide information and education on the Program and register New Alarm Permits. PSC agrees to:

- (1) Develop written educational materials for citizens and businesses and coordinate public education notification plan. Provide alarm user training and education via the internet.
- (2) Provide for the ability to register alarm systems and obtain alarm permits by connection to an Internet based portal that is integrated with the City of Avondale's existing website.
- (3) Provide for information, registration and support services through a toll free telephone system, which will be automated to a substantial extent through such technologies as support for 150 languages, hearing impaired communication options, automated after hours attendant, and outgoing Integrated Voice Recognition (IVR) services.



5 Implementation Plan and Schedule

The following sections provide an overview of the Implementation Plan and Schedule proposed for the City of Avondale False Alarm Reduction and Billing Services program.

PSC proposes the following project schedule to complete the implementation of the City of Avondale False Alarm Reduction and Billing Services program. A final schedule will be prepared following an initial Project Kickoff/Program Specification Meeting. As shown in the proposed schedule, we believe that we can begin online (web-based) alarm system registration within 30 days of contract execution.

Furthermore, we expect to be in substantially full operation within 60 days of project kickoff if the collection process is approved by the City quickly and initial alarm system data for import is available from the City and alarm companies in a timely manner. The ambitious project schedule outlined on the following page is one we have successfully met many times before.

| |
|---|
| Contract Award Date: On or about November 2, 2010 |
| Notice to Proceed Date: On or about November 2, 2010 |
| Proposed Kick-Off Meeting: November 4, 2010 <ul style="list-style-type: none">- Conduct implementation status meetings with the Alarm Administrator and other City staff- Review and approve final implementation plan |
| Phase In 30 Days – Progress Report December 6, 2010 <ul style="list-style-type: none">• Interface, Correspondence and Process Specifications<ul style="list-style-type: none">- Establish a dedicated City of Avondale toll-free telephone number and alarm program mailing address- Review citizen and business web access plan, i.e. registration, registration renewal/update, limited alarm company access- Review CAD, financial (bank account, bank lockbox and/or City financial system) and City online report access interface specifications- Review and approve correspondence format, content and process to include:<ul style="list-style-type: none">o Alarm Ordinance specificationso Registration form headers and footerso Letters / noticeso Invoice headers and footers- Telephone assistance phone scripts- Program information- Establish hearing and appeal process steps- Work with the City’s technical and alarm staff to import any alarm registration data currently maintained by the City- Work with alarm companies as needed to electronically and manually import their alarm customer information into the CryWolf database to facilitate alarm system permitting and billing of registrations• Implement Citizen and Business Web Functions<ul style="list-style-type: none">- Implement and test online citizen and business registration /update web pages- Implement and test online City administrative website- Implement and test online alarm company website |
| Phase In 60 Days – Progress Report January 4, 2011 |



- **Registration Implementation**
 - Meet with and review the alarm ordinance and program with alarm companies and other Alarm industry representatives
 - Convert existing / historical alarm and alarm company registration data
 - Establish database and configure alarm ordinance business rules
- **System Infrastructure and Interface Implementation**
 - Install, configure and test CAD alarm event and permit data interfaces
 - Install, tailor and test financial payment interfaces
 - Install and test City online data and report access interface
- **Program and City Staff Training**
 - Train CryWolf program staff on City of Avondale forms, correspondence and processing procedures
 - Train CryWolf program staff in approved telephone “customer service” scripts
 - Train City of Avondale Alarm Administrator to access alarm data and reports online
- **False Alarm Notice and Billing Implementation**
 - Print registration forms, and order stamps, window envelopes and paper
 - Test all major system components, including interfaces, production, collection and customer service systems (see proposed System Test Plan below)

System Test Plan PSC will work with City staff to develop a detailed testing plan to ensure the successful implementation of the proposed False Alarm Reduction and Billing Services program.

PSC will perform testing as follows:

- Process alarm information from a file extracted from the City CAD System. PSC will supply the required file specifications.
- Process false alarms using a sample alarm user database

PSC also proposes to perform additional tests to ensure full system requirements are met:

- Create required letter formats
- Enter all required location types
- Enter alarm count, letter selection and charge matrix
- Enter initial test alarm call information
- Generate test letters and invoices
- Review program progress and results with the City of Avondale Alarm Program administrator

Phase-In Report Presentation Due: On or About January 6, 2011

Full Implementation Start Date: On or About January 10, 2011

- Add/update registration
- Process daily false alarm activations
- Print/mail daily notices/invoices
- Begin payment processing and management reporting
- Update online Alarm Class, as needed



Appendix A: Resumes



EDWARD CHICCA

PROJECT MANAGER

QUALIFICATIONS PROFILE

30 years law enforcement, project management, and technical development experience

RELEVANT CAREER EXPERIENCE

Technical Director, Public Safety Corporation

2000 — Present

- Led the design and development of CryWolf system
- Project Manager for multiple CryWolf projects including Los Angeles, CA; Chandler, AZ; Fairfax County, VA; Baltimore County and City, MD; Albuquerque, NM; Frederick County, MD; Greater Sudbury, ON; Greenville County and City, SC; Hamilton Police Service, ON; Indian River, FL; Toronto, ON; Lewisville, TX; Roswell, NM; Glendora, CA; Temple, TX; and Windsor; ON.
- Designed, developed and implemented online, web-based CryWolf applications and interfaces.

Senior Programmer/Analyst, Applied Ordnance Technology

1998-2002

- Designed and developed Internet-based applications for the US Navy related to the creation of a Virtual Fleet Support (VFS) system.
- Work included the development of multiple VFS modules using iIS, Active Server Pages, server-side VBScript, stored procedures, and client-side. JavaScript routines accessing multiple SQL Server databases.

Manager Client Server Applications, OAD Corporation

1995 — 1998

- Managed a workforce of five programmers designing and creating client server systems for Prince George's County Government.
- Maintained various stand-alone and networked programs PC programs written in Java, Visual Basic, C, HLLAPI, Clipper and dBase.
- Responsible for system analysis, design, and development of functional system specifications and the creation, testing and distribution of programs.
- Other work included the development of custom Geographic Information System using 16 and 32-bit OCX technologies; designing, installing, implementing and testing an Intranet system for the County; development work in Java entry screens for proposed applications running on the Intranet, as well as the creation of various HTML home pages.
- Additional work included exposure to CGI programming in Perl 5, VBScript and ActiveX technologies.

Programmer Analyst, MAXIMA Corporation

1994 — 1995

- Established service and system performance requirements for the Prince George's County Government's Novell network. This involved designing and developing PC-based programs and creating networked Windows programs in Visual Basic.
- Other responsibilities included the maintaining of various networked and stand-alone computer systems for the County written in C, Clipper, HLLAPI, Pascal, dBase, and Visual Basic.

Commander, Information systems, Prince George's County, MD

1972 — 1994

- Directed all activities involved with the conceptualization and development of mainframe and PC based programs.
- Generated and implemented new approaches and methodologies to existing programs and created functional specifications for departmental mainframe applications.

EDWARD CHICCA

- Other responsibilities involved achieving short-term and long-term goals for computer automation, meeting budget constraints, selecting and retaining a quality staff of over 35 persons, and overseeing the design, coding, and maintenance of several key PC programs in Clipper, C, HLLAPI, Pascal and Visual Basic.
- Developed regression models for crime trends, which related to projected population growth statistics throughout Prince George's County.
- Designed and implemented a software program that created and produced work-shift schedules for Officers.
- Other responsibilities involved researching criminal activities within the County and providing statistical information that was used by the County Executive, and other County officials to support policy changes.
- Developed functional specifications for mainframe and PC programs and designed and implemented PC applications in Pascal, Clipper and C.
- Coordinated all related activities between the Police Department and the Count Government's contracted facility's management vendor.

EDUCATION, TRAINING, AND CERTIFICATES

M.S., Management Information Systems (MIS), University of Maryland

B.S., Computer Science, University of Maryland

B.S., Business Management, University of Maryland

MARGARET ALLEN
OUTSOURCE SERVICES SPECIALIST

QUALIFICATIONS PROFILE

8 years administrative and supervisory experience

RELEVANT CAREER EXPERIENCE

Outsource Services Specialist, Public Safety Corporation **2006 – Present**

- Wrote and maintained standard operating procedures for each outsource jurisdiction.
- Developed and maintain training materials and manuals for use in house and for clients using software.
- Created and distributed client newsletter and internal newsletter.
- Recruited, hired, trained and supervised 10 employees in outsource services handling more than eight false alarm reduction programs.

Public Information Assistant, Charles County Sheriff's Office **2004-2006**

- Wrote and sent daily incident reports and major incident press releases to media contacts.
- Created and distributed the agency's monthly newsletter.
- Photographed all major events. Formatted and edited all photographs.
- Received calls from citizens and media personnel.
- Wrote and sent letters for the Public Information Officer, Captain and Sheriff.
- Assisted in compiling information for the agency's annual report.

Station Clerk I, Charles County Sheriff's Office **2001-2004**

- Answered multi line non-emergency telephone, obtained and input critical information in to the Computer Aided Dispatch System.
- Retrieved and forwarded warrants and criminal summons to appropriate officers and briefed oncoming shifts.
- Processed clerical paperwork.

EDUCATION, TRAINING, AND CERTIFICATES

B.S. Business Administration, University of Maryland, University College

SARAHANN COHEY
CUSTOMER SUPPORT TEAM LEAD

QUALIFICATIONS PROFILE

5 years customer service and supervisory experience

RELEVANT CAREER EXPERIENCE

Public Safety Corporation, Lead Support Services

August 2007-Present

- Provided customer service and responded to customer inquiries
- Edited and maintained twenty standard operating procedures manuals
- Generated numerous daily data/financial reports
- Answered calls from various locations within the US and Canada
- Supervise seven individuals
- Perform intricate data entry
- Generate, review, & prepared correspondence
- Trained individuals on company procedures and regulations

CTR Investments and Consulting- Agent/Distributor

Jan 2007- Aug-2007

- Responsible for balance sheet profit, loss & cash flow accounts
- Assemble spreadsheets & reports
- Resolve client problems and respond to inquiries quickly & effectively.
- Distributed government subsidy to 35-300 clients
- Gained strong customer service and communication skills
- Confidential Security Clearance

DC National Guard Youth Challenge Academy

December 2006- May 2007

- Trained and supervised 23 students of a quasi military structured Academy.
- Mentored and intervened to reclaim the lives of at risk youth to produce program graduates with the values, skills, education and self discipline necessary to succeed as adults

Patuxent River Naval Air Base Lifeguard/WSI

May 2003-Oct 2006

- Saved lives & Prevented life threatening situations
- Professionally and Responsibly operate facility
- In-Service Training
- Maintain and Understand reports and records

EDUCATION, TRAINING, AND CERTIFICATES

Embry Riddle Aeronautical University, Technical Management

Trinity University, A.A. Degree, General Education Studies

RICK MOORE

SENIOR TRAINER AND ORDINANCE COMPLIANCE

QUALIFICATIONS PROFILE

35 years law enforcement and project implementation experience

RELEVANT CAREER EXPERIENCE

Senior Trainer, Public Safety Corporation

2002-present

Provides training and start-up assistance on CryWolf to municipal and county governments in the United States and Canada. Has managed and trained client staff on a number of large CryWolf installations including Baltimore City, MD, Madera, CA, Greenville County and City, SC, Indian River County, FL, and Toronto, Ontario.

Director, False Alarm Unit, Prince George's County, MD Police Department

2000-2002

Planned and directed activities within the Unit while supervising professionals in the enforcement of the County's Hold-Up and Burglar Alarm legislation. Ensured timely, quality customer service to citizens and alarm companies. Have generated over \$1,575,000.00 in outstanding fees and registrations. Prepared appeals for the Chief of Police. Brought current an 8-month billing backlog and registered over 7,500 expired registrations. While there was overseeing +72,000 registered users.

False Alarm Operations Manager, Montgomery County, MD Police Department

1991-2000

Managed downloading and importing of false alarm reduction data from 911 Center. Validated accuracy to maintain unit credibility and integrity of billing process. Coordinated registration and licensing processes. Responsible for cash management including balancing of revenue receivables and daily deposits. Identified operational deficiency in registration renewals and implemented an automated solution which resulted increased effectiveness and accuracy of data. Through June 2000, 18,000 alarm users were contacted for renewal.

False Alarm Reduction Unit Manager, Baltimore County, MD Police Department

1997-1999

Developed policies and procedures consistent with new governing legislation. Planned, directed and reviewed all work activity including licensing alarm companies, registering 30,000 users, billing for excessive alarms and enforcing appropriate penalties in accordance with the law. Defined and prioritized business requirements, and coordinated development of customized tracking and billing software. Ensured problem resolution in a manner consistent with the law while addressing county, citizen, alarm company and FARU staff concerns and interests. Prepared and delivered presentations to legislative leaders, business leaders and command staff. Researched, designed and published public information materials.

Police Officer, Baltimore County, MD Police Department

1975-1997

Operations Division Budget Coordinator, Police Officer First Class: Oversight and management of operating budget totaling \$59 million. Approved purchase orders. Prepared and analyzed monthly reports.

KYLE SAVAGE

INTERFACES AND DATA TRANSFER

QUALIFICATIONS PROFILE

4 years public safety software engineer and programming experience

RELEVANT EXPERIENCE

Program/Analyst, Public Safety Corporation

2008-Present

- Perform data conversions from legacy alarm management systems to CryWolf
- Design interfaces to connect foreign systems to CryWolf
- Modify and maintain iHawk application with ESRI Arc Objects
- Primary Medallion application programmer
- Advise customers on good database practices
- Develop and maintain support documentation

Software Engineer, Public Safety Systems, Inc.

2006- 2008

- Designed, implemented and maintained front-end client software as well as backend server applications. Wrote software to IEEE 1512 standard for interoperability between multiple vendor Computer Aided Dispatch systems.
- Analyzed customer's business requirements based on specifications provided
- Design a piece or suite of software to fit customer's needs and standards
- Write code efficiently, sticking to timeline given for the project
- Integrate product onto test system at customer's site or on a test machine emulating customer's site
- Test product in test environment and then move to integration testing in customer's live environment
- Maintain software written by myself and coworkers, including software on legacy systems
- Write documentation and train end-users on software written by myself or others
- Support customers, via call-in help line, including remote access troubleshooting
- Implement patches and upgrade customers' live systems

TECHNICAL SKILLS

Languages: C#, C, .Net, VB.Net, Web Services, VB6, SQL, XML, JavaScript, C++, Java, HTML, UML, PHP, Fortran, PERL, Flash, Prolog, MIPS Assembler

Operating Systems: Windows, DOS, MPE, UNIX including SunOS and FreeBSD, Linux, Solaris

EDUCATION, TRAINING, AND CERTIFICATES

Bachelor of Science in Computer Science, State University of New York, Buffalo

CHARLES (CHUCK) K. INDERRIEDEN, CPA

DIRECTOR FINANCE AND ADMINISTRATION

QUALIFICATIONS PROFILE

25 years executive financial management and accounting experience

RELEVANT CAREER EXPERIENCE

Director of Finance and Administration, AOT Public Safety Corporation **2009 – Present**

- Oversee, monitor and direct the day-to-day operations of finance, accounting and administration
- Ensure financial integrity of all reporting and processes through implementation, monitoring and review of controls, policies and procedures
- Budgeting and forecasting of financial and operational performance
- Ensure compliance with all banking, legal, tax and GAAP accounting requirements

Chief Financial Officer, IMAS Publishing Group **1995-2007**

- Oversee the day-to-day functions of A/R, A/P, P/R, G/L, billing, collections, administration, HR, MIS and building management
- Analyze and evaluate financial and operational performance of domestic and international operations and identify areas for improvement on an ongoing basis
- Manage and project cash flow, including foreign currency issues, for all companies
- Develop and administer the annual and 3-year budget with ongoing forecasts
- Develop and maintain working relationships with bankers, corporate lawyers, tax accountants and outside auditors
- Identify, develop and monitor key operational and financial indicators
- Establish and implement corporate financial policies and ensure proper internal controls
- Developed and implemented financial and forecasting models that led to enhanced corporate manageability

Controller, St. Anthony Publishing, Inc. **1989-1995**

- Prepared accurate and timely monthly, quarterly and yearly GAAP financial statements
- Managed the day-to-day operations of the accounting department (A/P, A/R and P/R)
- Develop and administer the annual budget process and performed variance analysis
- Analyzed and evaluated corporate financial and operational performance

Controller, Capitol Publications, Inc. **1985-1989**

- Prepared accurate and timely monthly financial statements in accordance with GAAP
- Executed day-to-day operations of the accounting department
- Managed the annual budget process
- Worked with independent auditors on year-end financial audits

EDUCATION, TRAINING, AND CERTIFICATES

Maryland CPA, License no. 17236

BS in Accounting, Clarkson University

LESLIE B. GREENBERG

CHIEF EXECUTIVE OFFICER

QUALIFICATIONS PROFILE

35 years executive management and operations experience

RELEVANT CAREER EXPERIENCE

Chief Executive Officer, Public Safety Corporation **2000-Present**

- Developed and implemented project management efforts that resulted in leading false alarm billing system for Municipal and County governments.
- Presented numerous articles and interviews on false alarm management approaches and results.
- Developed and implemented efforts that produced leader in vehicle emergency response software technology for law enforcement, fire, and other first responders.

Principal-Management Services, NCBSi **1999-2000**

- Assisted companies in developing and implementing e-Commerce strategies.
- Developed a College-based Center for Entrepreneurship aimed at helping to start and grow technology-related ventures.
- Assisted organizations with external partnerships, internal operations and technology applications.

President/Chief Executive Officer, Nationwide Computer Buying Services, Inc. **1991-1999**

- Founded and developed several businesses in wholesale and retail sales of various computer technologies and services to a variety of private and public sector customers.
- Created and implemented numerous marketing and sales programs involving outbound sales, trade shows, warehouse, and e-commerce (Internet) channels.
- Negotiated and managed purchasing contracts with numerous computer manufacturers, distributors, and after-market product liquidation companies.

President/Chief Executive Officer Advanced Office Systems, Inc. **1981-1991**

- Co-founded and managed all major areas of company in the business of financial system sales, consulting, installation, and maintenance services with 2,000 active customers and 150 employees.
- Identified, negotiated, and implemented division and subsidiary acquisitions.
- Designed and managed the implementation of financial, management, and reporting systems.

Senior Manager, Touche Ross & Co. — "Big 8" Public Accounting Firm **1974-1981**

- Sold, managed, and performed a large variety of private and public sector financial and operational consulting engagements.
- Managed up to 40 consultants on national and international projects. Major practice areas included financial and strategic planning, operations reviews, and systems implementation.

EDUCATION, TRAINING, AND CERTIFICATES

M.B.A., Wharton School of Finance, University of Pennsylvania, 1971

B.S. Electrical Engineering, University of Cincinnati, 1969

JILL WILLIAMS
CORPORATE CONTRACT MANAGER

QUALIFICATIONS PROFILE

10 years accounting and contract compliance experience

RELEVANT CAREER EXPERIENCE

Contract Coordinator/Accounts Receivable, AOT Public Safety Corporation

2007-Present

- Manages administrative, banking and financial processes related to contracts.
- Ensures compliance of contract requirements.
- Liaison for bank lockbox operations.
- Responsible for managing multiple bank accounts and reconciliations.
- Manages billing and collection of accounts receivable.

Medical Transcriptionist

2000-2007

- Part-time independent contractor with expertise in multiple specialties.

Supervisory Administrative Officer, National Imagery and Mapping Agency

1997-2000

- Managed administrative staff and daily operation of department including personnel administration, workflow management, travel and training budget development and management.
- Liaison for facilities management.

Administrative Officer, National Imagery and Mapping Agency

1992-1997

- Managed daily operation of office including personnel and organization management, training coordinator, training and travel budget development and management, and associated support services for the department.
- Team leader for administrative staff.

Management Information Assistant, National Imagery and Mapping Agency

1991-1992

- Input large volumes of data into production database system and processed time and attendance for payroll.

EDUCATION, TRAINING, AND CERTIFICATES

B.S., Business Administration, University of Maryland
Leadership Development Program, Human Technology
Management Development I & II, USDA Graduate School

Appendix B: CD of Sample Letters and Reports





Public Safety Corporation | 103 Paul Mellon Court | Waldorf, MD 20602 | 240.607.1400 | Toll-free: 877.729.9653

ABOUT PUBLIC SAFETY CORPORATION

CryWolf is designed and developed by Public Safety Corporation, a technology services company headquartered in Waldorf, Maryland, a suburb of Washington D.C. Founded in 1999, our mission is to improve the efficiency and effectiveness of emergency response by public safety personnel. To accomplish this mission, Public Safety Corporation developed CryWolf, a comprehensive false alarm tracking and billing system.

Widely recognized as the leader in false alarm management solutions, Public Safety Corporation technology and services are used by hundreds of cities, counties, and other municipalities throughout the United States and Canada. In every case, CryWolf has helped agencies reduce false alarms, increase collections, and improve administrative efficiency.

We know and understand the business of false alarms, and we remain committed to providing feature-rich false alarm management solutions unmatched in the industry.

www.crywolf.us

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PUBLIC SAFETY CORPORATION

[Scope of Work]

See following pages.

SCOPE OF WORK

1. Introduction. The City of Avondale is seeking a licensed and qualified consultant to administer the City’s False Alarm Reduction Program. The Consultant will be responsible for providing database development and management, billing and accounting services for annual alarm system registrations, accounting services for false alarm fines or fees for false alarm activations, and all correspondence with citizens and businesses.

2. Billing Requirements. The Consultant shall prepare invoices according to the rates established in the Fee Proposal and according to all applicable laws and regulations. All invoices shall also be billed in compliance with the Fair Debt Collection Practices Act. The City shall approve all invoicing forms and correspondence. The Consultant shall be responsible for false alarm notification and billings within three business days of the False Alarm Response notification issued by the City.

3. Collections. The Consultant shall process all claims according to timelines defined by the City and the Consultant.

4. Reporting.

A. Accounting for all billing pursuant to Generally Accepted Accounting Principles shall be provided on a monthly, quarterly and annual basis, or as requested by the City. This shall include monthly auditing by the Consultant to ensure accuracy of bills. Such reports and all supporting documentation shall be submitted to the City within ten business days after the last calendar day of each month during the contract term. Reports shall be submitted electronically either via email or secure server. Reports shall be provided in MS Excel and/or as PDF documents when requested. Other reports may be requested on an as-needed basis. The City reserves the right to request modification to the reporting schedule and formats as the need arises.

B. Consultant shall provide periodic reports of Consultant services, including alarm permit issuance, permit status, billings issued for false alarms, fees collected and all unpaid fees. Report information will be provided in a format and at an interval to be agreed upon by the Consultant and the City.

Consultant Report Description and Schedule

| Report Name | Description | Schedule |
|--------------------------|--|--|
| Monthly Revenue Report | A monthly revenue report showing all service calls billed and revenue collected. | Monthly: Due the 10 th calendar day |
| Monthly Aged Receivables | A monthly outstanding aged accounts receivable report sorted by alarm company and dollar amount owed. Report should be categorized in 30, 60, 90, 120 days outstanding. Report should show the last date of activity on the account. | Monthly: Due on the 10 th calendar day. |
| Other Reports | Reports requested on an as-needed basis that would be useful to the City in monitoring and evaluating the City’s False Alarm Reduction Program and/or accounts receivable process. | As Requested by City |

5. Customer Service. Customer service shall be provided from 8:00 AM to 5:00 PM local time, Phoenix, Arizona, using internet correspondence or telephone number supplied by the Consultant. An 800-number for out-of-area-state customers shall be provided. The Consultant must make a good faith effort to contact customers within 24 hours after initial contact from the customer. The successful Consultant will treat all debtors fairly, with professionalism, honesty and integrity while obtaining the maximum results.

6. Technical Requirements. A key technical component of this Agreement relates to the Consultant's obligation to provide an internet-based portal which will provide public interactivity for purposes of education, registration, and support services, as well as an automated telephone attendant or personnel-staffed telephone system with similar attributes for those needing services, but without internet access. The following list of requirements further describes the activities, obligations and duties required of the Consultant to administer the False Alarm Reduction Program:

A. Database Creation and Integration with City Systems.

(1) Provide an electronic database to track residential and commercial security alarm registrant and permit data, and account receivables for false alarm billings. The database format shall be approved by the City.

(2) Provide a seamless transition for existing users to access their accounts on the new Alarm Program portal. This transition may include establishing an easy process for existing customers to obtain new login and password information. The internet portal shall be integrated with the City of Avondale's existing website. Consultant's webpage shall mask the look and feel of the existing City website. Final appearance and functionality of Consultant webpage is subject to the review and approval of City.

(3) Provide secure database access via the internet to the City for administrative purposes.

B. Manage Registered Permit Accounts.

(1) Provide a toll-free phone number to assist citizens and businesses and answer questions as to the administration and billing of this Program, including timely customer service contact with citizens regarding questions and concerns about the program and specific bills.

(2) Generate and mail false alarm notification and billings. Ensure that only those alarm systems located within the City are being registered and billed for false alarms.

(3) Track false alarm responses and registration status (i.e. active, suspended or revoked).

(4) Track account receivables, billings and balances.

(5) Generate and mail registration status changes to individuals, businesses, and alarm companies.

(6) Provide the City with electronic lists of new registrations and changes of registration status on a monthly basis.

(7) Support the billing /suspension/revocation appeals process.

C. Provide information and education on the Program and register New Alarm Permits.

(1) Develop written educational materials for citizens and businesses and coordinate public education notification plan. Provide alarm user training and education via the internet.

(2) Provide for the ability to register alarm systems and obtain alarm permits by connection to an Internet based portal that is integrated with the City of Avondale's existing website.

(3) Provide for information, registration and support services through a toll free telephone system, which may be automated to a substantial extent.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PUBLIC SAFETY CORPORATION

[Fee Proposal]

See following pages.

Fee Proposal

Public Safety Corporation (PSC) has a long and successful track record of helping cities and counties increase their service levels, reduce false alarms and increase revenue collections on a risk-free, “self-funded” basis. We believe that the potential annual alarm revenue can exceed \$270,000 given the new alarm and permit fees. The following sections describe our proposed fee structure to provide False Alarm Reduction and Billing Services program to the City of Avondale.

Based on our analysis of the Avondale false alarm program revenue, projected program costs and alarm program activity, we propose the following graduated revenue sharing approach. Under any fee schedule scenario, this graduated approach provides the City of Avondale maximum control over the effective revenue share percentage and provides PSC additional incentive, i.e. higher average percentage, to reduce false alarms.

PROPOSED PSC GRADUATED REVENUE SHARING PERCENTAGE (%)

| Range of Collections Based on Annual Collection Periods | % Collections |
|---|---------------|
| 0 - \$50,000 | 38% |
| \$50,001 - \$100,000 | 26% |
| \$100,001 and above | 18% |

The graduated percentages will be applied incrementally, e.g. \$270,000 in annual collections would yield the following PSC revenue share: 38% of \$50,000 + 26% of \$50,000 + 18% of \$170,000, or a total of \$62,600 compensation for \$270,000 collections (effective 23.2% overall). This approach also yields progressively lower PSC compensation percentages if fees are increased by the City in the future.

Pricing Assumptions

The percentages in our pricing methods are based on several assumptions:

- The Ordinance fee/fine schedules remaining substantially the same form as currently proposed in the City of Avondale Ordinance.
- The city applies a fair, but firm approach to appeals resulting in alarm fines being generally upheld on appeal;
- The City actively supports enforcement of the Ordinance, including the proactive collection of all fine amounts owed.

Bank Lockbox, Credit Card and Collection Agency Fees Require No City Outlay

The following third-party costs will be paid from Gross Fee Revenue:

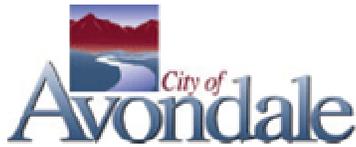
- Bank fees for local (Phoenix area) lockbox remittance service (estimated City share 1.5%).
- Online credit card merchant and transaction fees. These fees may be fully or partially offset by a convenience fee if authorized by the City.
- Third party collection fees charged by an Avondale approved collection agency proposed by either PSC or the City.

Mechanism for Revenue Share Calculation and Transfer

For the provision of all services and technology outlined in this proposal, PSC proposes to obtain payment exclusively from the collected revenues PSC helps generate. There will be no upfront systems development, licensing, conversion, equipment, travel or other costs. PSC will purchase, configure, install, and customize everything PSC needs to provide the False Alarm Reduction and Billing Services program as described in this proposal.

PSC proposes the following collection and payment transfer procedure which we have used successfully in many jurisdictions.

- At the beginning of each month, PSC will reconcile all amounts collected during the previous month and provide the City of Avondale with an invoice showing the fee calculation and supporting payment reconciliation. Only citizen overpayments not yet refunded or applied to outstanding fees, if any, will be set aside from gross collections before distributing revenue.
- Once the invoice is approved by the City, electronic transfers, e.g. ACH transfers, would be authorized to the City of Avondale and to PSC for the proposed revenue share amounts.



CITY COUNCIL REPORT

SUBJECT:

Proposed Ordinance - Avondale Municipal Code
Chapter 20-30 - Alarm Systems

MEETING DATE:

November 1, 2010

TO: Mayor and Council

FROM: Kevin L. Kotsur, Chief of Police (623) 333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is highlighting the amendments to the proposed Alarm System Ordinance that will correspond with the Enhanced Call Verification practice and the Professional Services Agreement with AOT Public Safety Corporation dba Public Safety Corporation if approved by City Council.

BACKGROUND:

Currently under Chapter 20, Article II of the Avondale Municipal Code (Alarm Systems), the Police and Finance Departments have oversight of the Alarm Program: Police Patrol from a response perspective, Police Records from an administrative perspective and the Finance Department from a collections (fees and assessments) perspective. Both City Departments lack the automation and staffing to manage the Alarm program.

On May 10, 2010, Staff was provided direction by Council to explore an Enhanced Call Verification program coupled with finding a third party vendor who would be responsible for administering the Alarm Program. This was accomplished and now, to complement the Enhanced Call Verification program and the duties of a third party vendor, the current City Ordinance needed to be re-written.

DISCUSSION:

Significant changes / highlights of City Code 20-30 (Alarm Systems) include the following:

- Alarm businesses are required to make two (2) telephonic attempts (two different numbers) to contact the alarm owner prior to contacting the Police Department in response to not-in-progress burglar alarms. (Does not apply to panic or robbery alarms.)
- Third Party Vendor will be responsible for sending written warning notifications on false alarms to the alarm company.
- Third Party Vendor will be responsible for assessing and collecting all fees, fines and assessments from alarm companies relative to police response to false alarms.
- Third Party Vendor will be responsible to hear all appeals from the alarm company.
- Third Party Vendor will be responsible for tracking all alarm permits and registrations.
- The City of Avondale (General Fund) will receive a portion of all fees, fines, and assessments collected by the Third Party Vendor.
- Alarm registration and alarm renewal fees have been added.

The ordinance will also establish a registration fee and other associated fines. ARS § 9-499.15 went into effect July 1, 2010 and it requires cities to post a notice of any new and proposed fee increases for a period of 60 days prior to approval or disapproval by the City Council. Staff will proceed with publication of the new and increased fees associated with this program and will bring the Ordinance back to Council for final consideration and approval at the appropriate time.

BUDGETARY IMPACT:

The registration fees and false alarm fines will generate revenue to at least partially offset the costs associated with false alarms.

RECOMMENDATION:

Staff is seeking direction from Council regarding the proposed ordinance. Staff will proceed with publication of the new and increased fees associated with this program and will bring the Ordinance back to Council for final consideration and approval at the appropriate time.

ATTACHMENTS:

Click to download

 [Alarm Systems Ordinance](#)

CITY OF AVONDALE
ALARM SYSTEM ORDINANCE,
AMENDED AND RESTATED NOVEMBER 1, 2010

Part I. - General

- 20-30 - Applicability.
- 20-31 - Definitions.
- 20-32 - Alarm business duties.
- 20-33 - Subscriber's and proprietor alarm owner's duties.
- 20-34 - Registration requirements.
- 20-35 - Alarm and alarm systems activation.
- 20-36 - Inspections.
- 20-37 - Prohibition of automatic or prerecorded messages to the city; exception.

20-30 - Applicability.

This article is intended to regulate the activities and responsibilities of those persons who purchase, rent or lease and those persons who own or operate the business of selling, renting, leasing, installing, maintaining, monitoring or servicing alarms or alarm systems. It is further intended to encourage the improvement in reliability of such alarms and alarm systems and to ensure that police department personnel will not be unduly diverted from responding to actual criminal as a result of responding to false alarms. This article specifically encompasses audible, monitored, and robbery, burglary or panic alarm and alarm systems. The provisions of this article shall not apply to (i) alarms or alarm systems owned and/or operated by the city, county, state, or federal government and installed on premises which such entity occupies or uses for governmental purposes, (ii) audible alarms affixed to automobiles, or (iii) smoke detectors or fire alarms in single-family residences that are not connected to an alarm monitoring company.

20-31 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Act of God:” An unusual, extraordinary, sudden and unexpected manifestation of the forces of nature, which cannot be prevented by reasonable human care, skill or foresight.

“Alarm or alarm system:” Any instrument, device or system which is used for the purpose of protecting buildings, places or premises from criminal acts or unauthorized entries by warning persons of a crime or an unauthorized entry through the emission or transmission of an alarm signal including audible, monitored, and robbery, burglary or panic alarm systems.

“Alarm administrator:” A person, persons or independent contractor hired by the City to administer, control and review false alarm reduction efforts and administer the provisions of this ordinance.

“Alarm agent:” Any person who is employed by an alarm business either directly or indirectly, and whose duties include selling, renting, leasing, installing, maintaining, monitoring or servicing alarms or alarm systems in or on any building, place or premises. Any person whose duties consist solely of resetting an alarm or alarm system following activation shall not be deemed to be an alarm agent.

“Alarm business:” Any owner or operator of a business that sells, rents, leases, installs, maintains, monitors or services alarms or alarm systems.

“Alarm signal:” A detectable signal; audible or visual, including an inaudible (silent) signal to a central monitoring station, generated by an alarm system, to which law enforcement is requested to respond.

“Alarm user:” Any person who (which) leases, rents, purchases, or uses any alarm, alarm system, device, or service.

“Audible alarm:” An alarm or alarm system designed for the detection of a criminal act or an unauthorized entry on building, places or premises and which, when activated, generates an audible sound on the premises.

“Cancellation:” The process where response is terminated when the alarm business (designated by the alarm user) notifies the police department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil/criminal penalty, and no penalty will be assessed.

“Common cause:” A common technical difficulty or malfunction that causes an alarm or alarm system to generate a series of false alarms within a twenty-four-hour period, for which the responsible subscriber, alarm business or proprietor alarm owner has taken action to rectify the cause of the false alarms and the alarm or alarm system generates no additional false alarms from the same common technical difficulty or malfunction for a period of thirty (30) days thereafter.

“False alarm:” Any activation of an alarm or alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm user, his/her employees or agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or the alarm user’s agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the police department, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm or alarm system. Notwithstanding the foregoing, a false alarm shall not include (i) an activation caused by the police department (ii) an activation for testing purposes when the police department has been given advance notice of such testing (iii) an activation which can reasonably be determined to have been caused by an act of

God or (iv) other extraordinary circumstances not reasonably subject to control by the alarm user.

“Monitored alarm:” An alarm or alarm system designed for the detection of a criminal act or unauthorized entry in a building, place or premises, and which, when activated, generates an alarm signal.

“Robbery, burglary or panic alarm:” An alarm or alarm system designed for the detection of a robbery, burglary or the commission of an unlawful act, and which, when intentionally activated by a person, generates an inaudible (silent) signal to a central monitoring station. A robbery, burglary or panic alarm may also generate an audible sound on the premises.

“Person:” An individual, corporation, partnership, incorporated association and any other legal entity.

“Proprietor alarm:” Any alarm or alarm system that is not rented, leased, installed, maintained, monitored or serviced by an alarm business.

“Subscriber:” Any person who rents or leases an alarm or alarm system, or purchases, rents or leases any monitored alarm or robbery, burglary or panic alarm from an alarm business.

“Verify:” An attempt by an alarm business, or its representative, to contact the alarm site and/or alarm user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

20-32 - Alarm business duties.

- (a) The duties of an alarm business shall be as follows:
 - (1) To comply with the registration requirements set forth in section 22-34 below with respect to each alarm or alarm system that it rents, leases, installs, maintains, monitors or services within the city.
 - (2) Instruct each of its alarm or alarm system purchasers and subscribers in the proper use and operation of the alarm or alarm system. Such instruction shall include all necessary instructions in turning the alarm or alarm system on and off and in avoiding false alarms.
 - (3) To provide each purchaser and subscriber with a copy of this article.

- (4) Upon installing, maintaining or servicing an alarm or alarm system:
 - a. Ensure that the alarm or alarm system is installed, maintained or serviced in good working order.
 - b. Take reasonable measures to prevent the occurrence of false alarms.
 - c. If the alarm business has agreed to provide maintenance or repair service to the alarm system, to service the alarm system within seventy-two (72) hours of a request for service.

- (5) Upon renting or leasing an audible alarm:
 - a. Conspicuously place on the premises a tag identifying the pertinent alarm business including the telephone number to call when the alarm has been activated.
 - b. Maintain records of the location of all such alarms and the name and telephone number of the person and alternate to be notified whenever the alarm is activated and readily report such information to the police department upon request.
 - c. Inactivate or cause to be inactivated the alarm within fifteen (15) minutes of the notification of its activation in the event the primary and alternate contact persons cannot be contacted or do not respond.

- (6) Upon selling, renting or leasing a monitored alarm or robbery, burglary or panic alarm:
 - a. Establish a central monitoring station in order to monitor the alarm.
 - b. Organize its central monitoring station in order to be able to readily and positively identify the type of alarm, i.e., unlawful entry, robbery, hold-up or panic, and the exact location of each such alarm.
 - c. Maintain records as to each of these alarms, which shall include the name of the owner or occupant of the premises, the name and telephone number of the subscriber, a primary person and at least one alternate person responsible for responding to the premises when the alarm is activated, and information concerning whether the alarm system includes an audible alarm.

- d. Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, at a minimum that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.
 - e. Make notification of activated alarms in the manner prescribed by the city manager, or authorized designee, and provide all information concerning the alarm as the police department may request.
 - f. Arrange for either the owner, subscriber, alarm agent, alarm business or other responsible representative to go to the premises of an activated alarm, if requested by the police department, within thirty (30) minutes of the activation of the alarm, in order to be available to assist the police in determining the reason for activation and securing the premises. The alarm business shall not unreasonably delay in arriving at the location of the alarm.
- (b) Alarm businesses which sell but do not rent, lease, install, maintain, monitor or service alarms or alarm systems shall not be subject to subsections (a)(1), (4), (5) or (6) of this section.
 - (c) Alarm businesses which monitor but do not sell, rent, lease, install, maintain or service alarms or alarm systems shall not be subject to subsections (a)(1) through (5) of this section.

20-33 – Subscriber’s and proprietor alarm owner’s duties.

- (a) Each proprietor alarm owner shall comply with the registration requirements set forth in section 22-34 below with respect to each alarm or alarm system that the proprietor alarm owner purchases for use within the city that is not otherwise registered by an alarm business.
- (b) The duties of each subscriber and proprietor alarm owner shall be as follows:
 - (1) Instruct all authorized personnel who place the alarm or alarm system into operation in the appropriate method of operation for locking and securing all points of entry.
 - (2) Maintain the alarm or alarm system in good working order and take reasonable measures to prevent false alarms.

- (3) Respond to the scene of an activated alarm or alarm system within thirty (30) minutes of the alarm's or alarm system's activation, after notification by the police department or the subscriber's alarm business.

20-34 - Registration Requirements.

- (a) Except as provided in subsections (b) or (c) of this section 20-34, each proprietor alarm owner shall register each alarm or alarm system that it purchases for use within the city with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. Registration shall be made within 30 days of the installation date of the alarm or alarm system.
- (b) Each alarm business shall register each alarm or alarm system that it rents, leases, installs, maintains, monitors or services within the city with the police department, or authorized designee, on the form prescribed by the city manager, or authorized designee. Registration shall be made within 30 days of the installation date of the alarm or alarm system. The alarm business shall update the registration and remit a new annual registration fee if the possession of the premises at which an alarm or alarm system is maintained is transferred.
- (c) Alarm systems operated by the city, county, state, or federal government and installed on premises such entity occupies or uses for governmental purposes shall not be required to register an alarm or alarm system pursuant to this section.
- (d) Each registration application shall be accompanied by an annual registration fee in an amount established by the city council as part of the annual budget process or as otherwise adopted by city council resolution. All registrations issued pursuant to this section shall be for a period of one (1) year from the date of issue and shall be renewable annually, one (1) year from the original date of issue or renewal, as applicable, and subject to the annual registration fee. An alarm business' and a proprietor alarm owner's registration shall be available within the premises protected by the alarm or alarm system and shall be available for inspection by the police department.
- (e) If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.
- (f) Registration is not transferable from one user of the alarm or alarm system to another user or from one address to another address.

20-35 - Alarm and alarm systems activation.

It shall be unlawful for any person to intentionally activate any alarm or alarm system, except to warn of a criminal act or unauthorized entry on or into an alarm-protected premises, or to test an alarm or alarm system when the police department has been given advance notice of such testing.

20-36 - Inspections.

Every alarm and alarm system shall be inspected and serviced by the subscriber or alarm business, or the proprietor alarm owner, at least once in each eighteen-month period. The inspecting party shall maintain records for each alarm and alarm system showing dates of inspection and the name of the person making each inspection. Such records shall be kept for a minimum of two (2) years and be open upon request to the police department, or authorized designee, upon twenty-four (24) hours' notice.

20-37 - Prohibition of automatic or prerecorded messages to the city; exception.

No person shall use or cause to be used any telephone device or attachment that automatically selects or dials a published emergency telephone number or any city telephone number and then reproduces a prerecorded message or signal. This section shall not apply to a life safety alert system utilizing residential transmitting equipment designated for direct telephone access to dedicated control receiving equipment located in the city fire department.

Part II. - Permitting

20-38 - Alarm businesses and agents; permit requirement.

20-39 - Alarm businesses and agents; permit application.

20-40 - Alarm businesses and agents; application fee; fingerprints.

20-41 - Permit issuance standards.

20-42 - Permit issuance; expiration; renewal.

20-43 - Identification cards.

20-44 - Display of permits and identification cards.

20-45 - Duty to ensure compliance by alarm agents.

20-46 - Nontransferability; temporary permits.

20-47 - Permit revocation or suspension.

20-48 - Appeal from denial, revocation or suspension of permit.

20-49 - Violations; penalties.

20-38. - Alarm businesses and agents; permit requirement.

(a) It shall be unlawful for any person to engage in, conduct or carry on an alarm business within the corporate limits of the city without first having obtained an alarm permit pursuant to this article. Each and every alarm involved in the alarm business shall constitute a separate offense under this subsection.

- (b) It shall be unlawful for any person to engage in, represent him or herself to be, or operate as, an alarm agent within the corporate limits of the city without first having obtained an alarm permit pursuant to this article. Each day that a person engages in or operates as an alarm agent and each time that a person represents himself or herself to be an alarm agent without such alarm permit shall constitute a separate offense.

20-39 - Alarm businesses and agents; permit application.

- (a) The application for the permit required by the provisions of this article shall be submitted to the budget and finance department utilizing such format as may be prescribed by the budget and finance department and approved by the chief of police, or authorized designee.
- (b) The application for an alarm business permit shall include:
 - (1) The name, address and telephone number of the alarm business.
 - (2) The names and addresses of the alarm agents employed by the alarm business.
 - (3) The business telephone number at which each alarm agent may be reached.
 - (4) The required application fee.
- (c) The application for alarm agent permit shall include:
 - (1) The name, address, and business telephone number of the individual applying for the permit.
 - (2) The alarm business for which the applicant is employed.
 - (3) Whether or not the applicant has been convicted of any felonies.
 - (4) The required application fee.

20-40 - Alarm businesses and agents; application fee; fingerprints.

- (a) The amount of the application fee for a permit issued under this article shall be established by the city council as part of the annual budget process or as otherwise adopted by city council resolution.
- (b) Each applicant for a permit shall submit a full set of fingerprints to the police department for the purpose of obtaining a state and federal criminal records check by the department of public safety pursuant to A.R.S. § 41-1750 and Public Law

(PL) 92-544, as amended. The department of public safety is authorized to exchange this fingerprint data with the Federal Bureau of Investigation. In addition to any other fees imposed under this article, an applicant for a permit issued under this article shall pay an amount necessary to cover the costs of federal fingerprint processing or federal criminal history record information checks. The specific amount of such additional fee shall be set by administrative order based upon information received from the Department of Public Safety as to the costs of fingerprint processing and record information checks. The additional fees collected pursuant to this subsection shall be transmitted to the department of public safety as required by A.R.S. § 41-1750, as amended.

- (c) No application or fingerprinting fee paid pursuant to this article shall be returned to an applicant if his or her application is withdrawn or denied.

20-41 - Permit issuance standards.

- (a) No individual shall be issued a permit under this article if such individual:
 - (1) Knowingly makes any false or misleading statement in the course of applying for or renewing a permit.
 - (2) Has been convicted of any felony involving dishonesty, deceit, theft, assaultive conduct or sexual misconduct within five (5) years from the date that the application is submitted.
 - (3) Is under the age of eighteen (18) years.
 - (4) Has been denied a permit required by this article or had such a permit revoked, for a period of six (6) months following the final denial or revocation decision.
- (b) No person which is not an individual shall be issued a permit under this article if any of the following individuals would be disqualified from being issued a permit under subsection (a):
 - (1) Any officer or director of an applicant that is a corporation.
 - (2) Each general partner of an applicant that is a partnership.
 - (3) The managing officer or agent for the in-state operations of the applicant.
 - (4) Each managing member of a limited liability company, or if there are no designated managing members, all members.
- (c) No permit shall be issued under this article to any person if the city manager, or authorized designee, determines that, due to the nature and location of the person's proposed business, the operation of such business is likely to create

unreasonably unsafe conditions or to unreasonably increase existing unsafe conditions in the surrounding neighborhood.

20-42 - Permit issuance; expiration; renewal.

- (a) Any permit issued under this article shall be valid only for the calendar year in which it is issued. Each permit expires on December 31 of each year and must be renewed on or before January 31 of the following year by filing an application for renewal and paying the applicable renewal fee. The application and payment for renewal must be received by the city finance and budget department by January 31 to be deemed timely filed.
- (b) No permit shall be issued or renewed under this article unless the permittee is in full compliance with all provisions of this Code at the time of renewal.

20-43 - Identification cards.

The city finance and budget department shall issue to each alarm agent an identification card. Each identification card shall expire on December 31 of the year in which it is issued, and the alarm agent shall obtain a new identification card on or before January 31 of the following year.

20-44 - Display of permits and identification cards.

- (a) A copy of the alarm business permit shall at all times be conspicuously displayed at the central station or main office of the alarm business.
- (b) At all times that a person is acting as an alarm agent within the city, such person shall carry on his or her person a valid alarm agent permit and identification card. An alarm agent shall display his or her permit and identification card upon request to any police officer, law enforcement official or city official whose duties are related to licensing.

20-45 - Duty to ensure compliance by alarm agents.

- (a) An alarm business shall not allow any employee to work as an alarm agent until such person has displayed to the alarm business a valid alarm agent permit and identification card. An alarm business shall require that all persons employed as alarm agents maintain current alarm agent permits and identification cards at all times that such persons work for the alarm business. On or before January 31 of each year, the alarm business shall verify with each alarm agent that such alarm agent has renewed his or her alarm agent permit and identification card.
- (b) An alarm business shall not allow any person who contracts with the alarm business to perform, on behalf of the alarm business, any services for which an alarm agent permit is required until such person has displayed to the alarm

business a valid alarm agent permit and identification card. An alarm business shall require that all persons so contracting with the alarm business maintain current alarm agent permits and identification cards at all times that such persons perform services on behalf of the alarm business for which an alarm agent permit is required.

20-46 - Nontransferability; temporary permits.

- (a) No permit issued under this article shall be transferable between persons or locations.
- (b) Except as provided in subsection (c) below, upon the termination of an alarm agent's employment with an alarm business, the alarm agent shall surrender his or her alarm agent permit and identification card to such business. The alarm business shall mail or deliver the alarm agent permit and identification card to the city finance and budget department within five (5) days of such surrender. If the alarm agent fails to surrender his or her alarm agent permit and identification card to the alarm business, the alarm business shall give notice to the city finance and budget department within fifteen (15) days of such termination that the alarm agent's employment has been terminated and that the alarm agent has failed to surrender his or her permit and identification card.
- (c) If an alarm agent terminates his or her employment with an alarm business for the purpose of transferring employment to another alarm business, such person shall surrender his or her permit as provided in subsection (b) above and shall advise the city finance and budget department of his or her intentions. The city finance and budget department shall issue the alarm agent a temporary permit until such time as a new permit is issued to the alarm agent. Both the temporary and new permit will be issued to the alarm agent without charge.

20-47 - Permit revocation or suspension.

- (a) The city finance and budget department may suspend any permit issued under this article for a specified period not to exceed sixty (60) days, or revoke such permit, for any of the following reasons:
 - (1) Conviction of the permittee of a felony involving dishonesty, deceit, theft, assaultive conduct or sexual misconduct.
 - (2) When the permittee has knowingly made any false or misleading statement in any report or record required to be made or kept under this article.
 - (3) Any other violation of this article.
- (b) The city shall give written notice of the revocation or suspension to the permittee, which statement shall contain the reasons for the revocation or suspension and, if

applicable, the length of the suspension. Such notice shall be personally served on the permittee or mailed to the permittee's last known address. Service of the notice shall be deemed complete upon mailing.

- (c) The permittee may request an informal hearing on such revocation or suspension by submitting a written request to the city finance and budget department within fifteen (15) days after the notice of revocation or suspension is given. An informal hearing before the city finance and budget department shall be held within fifteen (15) days after the request for the same is received by the city. If the permittee does not request a hearing within said fifteen-day period, the revocation or suspension shall take effect on the sixteenth day after service of the notice of revocation or suspension. If a hearing is requested, the revocation or suspension shall not take effect until after the informal hearing and service on the permittee of a new notice from the city finance and budget department setting forth the city finance and budget department's final decision. Such notice shall be personally served on the permittee or mailed to the permittee's last known address. Service of the notice shall be deemed complete upon mailing.

20-48 - Appeal from denial, revocation or suspension of permit.

- (a) A person who has been denied a permit or whose permit has been revoked or suspended after an informal hearing with the city finance and budget department may appeal such decision to the city manager, or authorized designee. The appeal shall be requested within ten (10) days from the date on which such person is given notice of the determination from which the appeal is taken. The request shall be in writing, shall be filed with the city manager, or authorized designee, and shall set forth specifically the grounds for such appeal.
- (b) The city manager, or authorized designee, shall conduct a hearing in accordance with this section. The city manager, or authorized designee, may, in his or her discretion, stay any revocation or suspension pending final determination of the appeal.
- (c) The burden of proof at the hearing shall be on the applicant or permittee to establish, by a preponderance of the evidence, that he or she meets all requirements for holding a permit under this article. The city manager, or authorized designee, shall hear such testimony and consider such evidence as is relevant to the determination of such issues. The city manager, or authorized designee, shall not be bound by technical rules of evidence or procedure in conducting the hearing.
- (d) The city manager, or authorized designee, shall render a written decision within thirty (30) days after the hearing is concluded based on the evidence presented by the city and the applicant or permittee. The decision of the city manager, or authorized designee, shall be final.

20-49 - Violations; penalties.

- (a) General.
 - (1) When two (2) or more persons have liability to the city or are responsible for a violation of any provision of sections 20-33 through 20-46 of this article, their responsibility shall be joint and several.
 - (2) Each day any violation exists of any provision of sections 20-33 through 20-46 of this article or the terms and/or conditions of any permit issued under the provisions of this article exists shall constitute a separate offense.
- (b) Civil violations. It shall be a civil violation, punishable as set forth below, for a person to:
 - (1) Fail to perform any act or duty required by any provision of sections 20-33 through 20-46 of this article.
 - (2) Violate the terms and/or conditions of any permit issued under the provisions of this article.
- (c) Civil penalties. Any person that commits a civil violation as set forth in subsection (b)(1) or (2) above, shall be subject to a civil action in any court of competent jurisdiction to collect a civil penalty for a sum not to exceed two thousand five hundred dollars (\$2,500.00) base fine for each violation. In seeking the assessment of a civil penalty, the following criteria shall be considered:
 - (1) The seriousness of the violation.
 - (2) The economic benefit, if any, resulting from the violation.
 - (3) Any good-faith efforts to comply with the applicable requirements.
 - (4) The economic impact of the penalty on the violator.
 - (5) Such other factors as justice may require.
- (d) Violations not exclusive. Violations of this article are in addition to any other violation enumerated within this Code and in no way limit the penalties, actions or procedures which may be taken by the city for any violation of this article which is also a violation of any other provision of this Code or any other applicable law. The remedies specified herein are cumulative and the city may proceed under these or any other remedies authorized by law.
- (e) Restitution. In addition to any civil penalty provided for in this article, no permit or renewal thereof pursuant to this article shall be issued to any applicant who has

engaged in activity under this article without a permit in violation of the provisions of this article unless the applicant first pays the amount of permit fees for which the applicant would have been liable under the provisions of this article had the applicant been permitted. The court shall impose restitution in addition to any civil penalties.

- (f) Enforcement of judgments. Any judgment for restitution or civil penalties taken pursuant to this article may be enforced as any other civil judgment.

Part III. - False Alarms

20-50 - False alarms; warning notice.
20-51 - Police department review of false alarms.
20-52 - False alarm assessments.
20-53 - Appeal procedures for assessments.
20-54 - Grace period.

20-50 - False alarms; warning notice.

When any alarm or alarm system generates two (2) false alarms within any consecutive three hundred and sixty-five-calendar-day-period, the police department, or authorized designee, shall provide written notification by mail to the alarm business or the proprietor alarm owner operating the alarm or alarm system generating the false alarm(s), at the address registered with the police department, or authorized designee, that one (1) subsequent false alarm within the same period will subject such alarm business or such proprietor alarm owner to assessments as provided in this article.

20-51 - Police department review of false alarms.

- (a) Upon the police department's, or authorized designee's, recording of a third and any subsequent false alarm(s) within any consecutive three hundred and sixty-five-calendar-day-period, the police department, or authorized designee, shall provide written notification by mail to the alarm business or the proprietor alarm owner, operating the alarm or alarm system generating the false alarm(s), at the address registered with the police department, or authorized designee, of such false alarm(s). The written notification to be provided by the police department, or authorized designee, shall (i) state the details regarding the false alarm, (ii) state the amount of the penalty to be assessed pursuant to section 20-52 below, and (iii) set forth the process by which the alarm business or proprietor alarm owner may appeal the assessment.
- (b) An alarm business or proprietor alarm owner may appeal the penalty to be assessed under section 20-52 below by submitting a report to the chief of police, or authorized designee, within twenty (20) days of the date of mailing of the

police department's, or authorized designee's, written notification. The report shall contain:

1. A description of the action taken to discover and eliminate the cause of the false alarm(s).
 2. The specific reason(s), if any, why the false alarm(s) should not be subject to an assessment. Evidence that an alarm was caused by an act of God, common cause or action of the telephone company shall constitute valid reasons why an assessment should not be imposed.
- (c) If the report required in subsection (b) is not submitted within the specified time period, the alarm business or the proprietor alarm owner shall have waived their right to any further review or hearing and the alarm business or the proprietor alarm owner operating the alarm system generating the false alarms shall be liable for the assessment imposed under section 20-52 below.
- (d) After submission of the report required in subsection (b) above, the chief of police, or authorized designee, shall review the corrective action taken to discover and eliminate the cause of the false alarm(s) and the specific reason(s), if any, for the false alarm(s). If the chief of police, or authorized designee, determines that the corrective action taken or to be taken will substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) has been shown, a written notice will be sent by mail to the alarm business or the proprietor alarm owner at the address registered with the police department, or authorized designee, indicating that no assessment will be imposed for that particular false alarm(s). The notice shall set forth the findings and conclusions of the chief of police, or authorized designee, with respect to the review of the report submitted.
- (e) If the chief of police, or authorized designee, determines that the corrective action taken or to be taken will not substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) has not been shown, a written notice shall be sent by mail to the alarm business or the proprietor alarm owner at the address registered with the police department, or authorized designee, that the alarm business or the proprietor alarm owner is liable for the assessment imposed under section 20-52 below. The notice shall set forth the findings and conclusions of the chief of police, or authorized designee, with respect to the review of the report submitted.
- (e) The alarm business shall be responsible for the payment of assessment(s) imposed upon an alarm system serviced by the alarm business. The proprietor alarm owner shall be responsible for the payment of assessment(s) imposed upon a proprietor alarm system.

20-52 - False alarm assessments.

- (a) Every alarm business monitoring an alarm or alarm system, and every proprietor alarm owner having an alarm or alarm system, that elicits a police department response shall receive a written warning for the second false alarm that occurs within any consecutive three hundred and sixty-five-calendar-day-period and, unless waived pursuant to section 20-51 above, pay to the city an assessment for each and every false alarm that occurs after the first two (2) false alarms within any consecutive three hundred and sixty-five-calendar-day-period, as follows:

Second false alarm warning letter sent

Third false alarm \$150.00

Fourth false alarm \$200.00

Fifth or more false alarms \$250.00

- (b) Failure to pay such false alarm assessments within thirty (30) days from the date of the notice mailed pursuant to subsection 20-51(d) above, may result in legal action by the city, or authorized designee, to collect all unpaid fees and assessments.
- (c) Failure to pay such false alarm assessments within sixty (60) days from the date of the notice mailed pursuant to subsection 20-51(d) above, shall constitute a class 1 misdemeanor.

20-53 - Appeal procedures for assessments.

- (a) Any party aggrieved by a decision of the police department, or authorized designee, made pursuant to subsection 20-51(d) may appeal such decision to the city manager, or authorized designee. The appeal shall be requested within ten (10) days from the date of the notice mailed pursuant to such subsection. The appeal shall be in writing, shall be filed with the city manager, or authorized designee, and shall set forth specifically the grounds for such appeal.
- (b) The city manager, or authorized designee, shall conduct a hearing in accordance with this section. The city manager, or authorized designee, may, in his or her discretion, stay any enforcement of the assessment pending final determination of the appeal. The city manager, or authorized designee, shall set a time and place for the appeal hearing as soon as practicable.
- (c) The burden of proof at the hearing shall be on the appellant to establish, by a preponderance of the evidence that the corrective action taken or to be taken will substantially reduce the likelihood of false alarms or that a valid reason for the false alarm(s) had been shown. The city manager, or authorized designee, shall hear such testimony and consider such evidence as is relevant to the determination

of such issues. The city manager, or authorized designee, shall not be bound by technical rules of evidence or procedure in conducting the hearing.

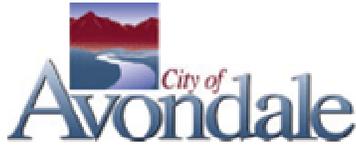
- (d) The city manager, or authorized designee, shall render a written decision within thirty (30) days after the hearing is concluded based on the evidence presented by the city and the appellant. The decision of the city manager, or authorized designee, shall be final.

20-54 - Grace period.

All newly installed and reinstalled alarm and alarm systems shall not be subject to the provisions of this article relating to the counting and assessment of false alarms for a period of thirty (30) days from the date the alarm system becomes operational. For the purposes of this section, reinstalled alarm and alarm system means the installation of a new control panel.

20-55 – Police Department delegation of Duties.

Except as otherwise provided in this section, the police department is authorized to delegate to the alarm administrator, or to any other authorized designee, all duties of the police department as set forth in this article. The police department may not delegate (i) its duty to respond to an alarm activation, (ii) its duty to process fingerprints or (iii) any other duty specifically reserved to law enforcement.



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
November 1, 2010

TO: Mayor and Council
FROM: Andrew McGuire, City Attorney (602) 257-7664
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to: (i) ARIZ. REV. STAT. § 38-431.03 (A)(3) for discussion or consultation for legal advice with the City Attorney regarding (a) Build America Bond audit procedures and (b) options for addressing Proposition 203 if approved by voters; and (ii) ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding negotiations for (a) a potential Development Agreement with PIR, (b) resolution of Parker and Cano/Robbins matters and (c) enforcement of tax lien matters on Hummingbird property.

ATTACHMENTS:

[Click to download](#)

No Attachments Available