CITY COUNCIL AGENDA

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

SPECIAL MEETING
December 12, 2011
6:00 P.M.

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 EXECUTIVE SESSION

City Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding negotiations for a potential Economic Development Agreement.

3 UPDATE ON THE ACCOMPLISHMENTS OF THE COMMUNITY ACTION TEAM

City Council will receive an update regarding the accomplishments of the Community Action Team which was established from a Federal Grant provided by the Community Oriented Policing Services Hiring Recovery Program. For information only.

4 **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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres puedan ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.

CITY COUNCIL REPORT

SUBJECT:
Update on the Accomplishments of the Community Action Team

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623) 333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is providing an update to the Council on the accomplishments of the Community Action Team (CAT) which was established from a Federal Grant provided by the Community Oriented Policing Services (COPS) Hiring Recovery Program. This grant was approved on July 28, 2009 and it provided $1,147,190.00 to fund five additional police officer positions for the City of Avondale.

BACKGROUND:

On December 28, 2010, the CAT team was fully staffed with six Officers supervised by one Sergeant assigned to the Patrol Division. Their primary mission was to supplement Patrol Officers working community policing projects in an effort to solve on-going public safety concerns. The team was fully staffed and trained to perform the following functions;

- **All CAT members have been cross trained to provide bike patrol.** When operationally necessary all six CAT members can be assigned to saturate a neighborhood, business complex, industrial park, or special event for crime suppression and criminal apprehension activities.
- **Conduct criminal surveillance.** CAT members have been trained to conduct under cover surveillance targeting high crime areas in order to arrest criminals based on data provided by the Crime Analysis Unit.
- **Identify foreclosed properties and suppress criminal activity.** Foreclosed properties are often the target for a variety of criminal activity including human smuggling, drug activity, juvenile drug and alcohol use, graffiti, and vandalism. CAT members respond to complaints of criminal activity at rental properties to apprehend criminals and work with property owners to prevent on-going criminal activity.
- **Assist with drug investigations.** Members of the CAT have been trained to assist narcotics detectives with complaints of drug activity to include assisting with the service of search warrants and conducting basic drug investigations.
- **Conduct warrant details.** There are over 2000 outstanding misdemeanor arrest warrants for subjects who committed crimes in Avondale. CAT members have spent time serving these outstanding warrants and holding these subjects accountable.
- **Reduce gang activity.** Working the State Gang Task Force, CAT members will provide operational support in the on-going identification and apprehension of gang members involved in criminal activity.
- **Foster community partnerships.** Officers assigned to the CAT have attended community meetings to share information and foster partnerships with residents and business owners

DISCUSSION:

This presentation provides an overview of the accomplishments of the CAT team which include 85 felony arrests, 185 misdemeanor arrests, assistance provided to Detectives and Patrol Officers and the identification of several crime trends that lead to the arrest of the suspects involved. All of this has been accomplished in less than one year of being a fully staffed squad.

RECOMMENDATION:

No Recommendations - Information Only

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL AGENDA

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

REGULAR MEETING
December 12, 2011
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 November 21, 2011
2. Regular Meeting of November 21, 2011

b. APPOINTMENT OF MEMBERS TO THE CITY'S BOARDS, COMMISSIONS AND COMMITTEES AND TO THE POSITIONS OF CHAIR AND VICE CHAIR OF THE BOARD OF ADJUSTMENT AND THE PLANNING COMMISSION
City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and the appointment of members to serve as Chair and Vice Chair of the Planning Commission and the Board of Adjustment. The Council will take appropriate action.

c. LIQUOR LICENSE SERIES 10 (BEER AND WINE STORE) - SUPER CARNICERIA LOS ALAMOS #2
City Council will consider a request from Mr. Margarito Rodriguez for a Series 10 Beer and Wine Store License at Super Carniceria Los Alamos #2 located at 10730 W Lower Buckeye Road in Avondale. The Council will take appropriate action.

d. PROFESSIONAL SERVICES AGREEMENT - STANLEY CONVERGENT SECURITY SOLUTIONS, INC.
City Council will consider a request to approve a Professional Services Agreement with Stanley Convergent Security Solutions, Inc. for access control systems and surveillance camera maintenance, installation, and support for an amount not to exceed $60,000 per year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. COOPERATIVE PURCHASING AGREEMENT - FERGUSON ENTERPRISES
City Council will consider a request to approve a Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase plumbing equipment, accessories, and supplies for a maximum aggregate amount not to exceed $135,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. COOPERATIVE PURCHASING AGREEMENT - KELLER ELECTRICAL INDUSTRIES, INC.
City Council will consider a request to a Cooperative Purchasing Agreement with Keller Electric Industries, Inc. for water well and HVAC pump/motor repair, overhaul, and replacement services in a maximum aggregate amount not to exceed $250,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. COOPERATIVE PURCHASING AGREEMENT - SOUTHWEST ENERGY SYTEMS LLC
City Council will consider a request to approve a Cooperative Purchasing Agreement with Southwest Energy Systems, LLC for electric acceptance testing, repairs and replacement services in a maximum aggregate amount not to exceed $180,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – URS CORPORATION
City Council will consider a request to approve the First Amendment to the Professional Services Agreement with URS Corporation to provide post design and construction inspection services for the repair of the Van Buren Bridge over the Agua Fria River, authorize the transfer of $10,300 from 304-1260-00-8420 to 304-1012-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 3023-1211 - FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR SAFE ROUTES TO SCHOOL CYCLE 2 GRANT
City Council will consider a resolution authorizing the First Amendment to the Intergovernmental Agreement with Arizona Department of Transportation for the purpose of implementing the Safe Routes to School Cycle 2 Grant in the amount of $260,230 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 1482-1211 - AMENDMENT TO CITY CODE CHAPTER 26 - DEVELOPMENT FEES
City Council will consider an ordinance amending previously adopted development fee schedules and amending the City Code, Chapter 26 relating to necessary changes to development fees and declaring an emergency. The Council will take appropriate action.

k. ORDINANCE 1483-1211 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE ON AVONDALE BOULEVARD SOUTH OF GILA RIVER BRIDGE
City Council will consider an ordinance autorizing the acquisition of real property for public use along Avondale Boulevard from south of the Gila River Bridge to Baseline Road and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 PUBLIC HEARING AND RESOLUTION 3024-1211 – ARIZONA DEPARTMENT OF WATER RESOURCES AND ENVIRONMENTAL PROGRAM FEES

City Council will hold a public hearing and consider a resolution approving the Arizona Department of Water Resources and Environmental Program Fees and setting an effective date. The Council will take appropriate action.

5 ASSIGNMENT AGREEMENT - WINNERS DEVELOPMENT, LLC

City Council will consider a request to approve an assignment agreement with Winners Development, LLC to accept the assignment of purchase contracts for the acquisition of approximately 150 acres of property located near Avondale Boulevard and Roosevelt Street. and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 EXECUTIVE SESSION

a. City Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i)negotiations for a potential Economic Development Agreement and (ii) settlement of threatened litigation.

7 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

1. Work Session of November 21, 2011
2. Regular Meeting of November 21, 2011

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Appointment of Members to the City's Boards, Commissions and Committees and to the positions of Chair and Vice Chair of the Board of Adjustment and the Planning Commission

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees.

DISCUSSION:

The Council Subcommittee hosted a Meet and Greet with candidates for appointment on Thursday, December 8, 2011. Their recommendations for appointment are as follows:

Board of Adjustment	
Joseph Sindle	12/31/2014

Energy, Environment and Natural Resource	
Lisa Amos (Alternate)	12/31/2014
Angela Cotera (Alternate)	12/31/2014
Roy Taniguchi	12/31/2014
Russell Van Leuven	12/31/2014

Library Advisory Board	
Nancy Gaspar	12/31/2014
Sharron O'Bannon	12/31/2014
David Scanlon	12/31/2014
Carmen Rodriguez	12/31/2014

Municipal Art Committee	
Louise Battaghia (Alternate)	12/31/2014
Elaine Brown	12/31/2014
Michael Demlong (Alternate)	12/31/2014
Candace Price	12/31/2014

Neighborhood and Family Services Commission	
Louise Battaghia	12/31/2014
Brenda Holt (Alternate)	12/31/2014
Joseph Sindle	12/31/2014
Russell Van Leuven (Alternate)	12/31/2014

Parks and Recreation Advisory Board	
David Iwanski	12/31/2014
Yvette Long	12/31/2014
Tammy Wallace	12/31/2014

Planning Commission	
Lisa Amos	12/31/2014
Michael Demlong	12/31/2014
Kevin Kugler	12/31/2014

CIP	
Lisa Amos (Zone 4)	12/31/2013
Angela Cotera (Zone2)	12/31/2014
David Scanlon (Member at Large)	12/31/2013
Ray Shuey (Zone 3)	12/31/2014
Roy Taniguchi (Zone 2)	12/31/2014

CORP	
Michael Long	12/31/2014

Municipal Development Corporation	
Ray Shuey	Indefinite

Personnel Board	
Michael Demlong	12/31/2014
Yvette Long	12/31/2014

Public Safety Retirement Pension Boards	
David Iwanski	12/31/2015

Risk Management Trust Fund Board	
Carmen Rodriguez	12/31/2014

Industrial Development Authority	
Betty Lynch	12/31/2014
Candace Price	12/31/2013
Ray Shuey	12/31/2014

In addition, the Council Subcommittee is recommending appointment of Angela Cotera as Chair and Sean Sciebinski as Vice Chair of the Planning Commission and David Sours as Chair and Joseph Mosca as Vice Chair of the Board of Adjustment.

RECOMMENDATION:

Staff is recommending approval of the Council Subcommittee's recommendations for appointment to the City's Boards, Commissions and Committees and to the positions of Chair and Vice Chair of the Planning Commission and the Board of Adjustment.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
Liquor License Series 10 (Beer and Wine Store) - Super Carniceria Los Alamos #2

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending approval of a request from Mr. Margarito Rodriguez for a Series 10 Beer and Wine Store License at Super Carniceria Los Alamos #2 located at 10730 W Lower Buckeye Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application for a Series 10 Beer and Wine Store License at Super Carniceria Los Alamos #2 located at 10730 W. Lower Buckeye Road in Avondale. The location has been licensed previously as Super Carniceria y Pescaderia Los Alamos #2.

As required by state law and city ordinance, the application was posted for the required period of time starting November 21, 2011 and a notice was published in the West Valley View on December 6 and December 9, 2011. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

The Development Services, Finance and Fire Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending approval of a request from Mr. Margarito Rodriguez for a Series 10 Beer and Wine Store License at Super Carniceria Los Alamos #2 located at 10730 W Lower Buckeye Road in Avondale.

ATTACHMENTS:

Click to download

- Application
- Vicinity map
- Department Review
- Posting Photos

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

'11 NOV 10 AM 10:47 LIC. MA 03

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☒ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☒ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 10076217

1. Type of License(s): Beer & wine store #10

2. Total fees attached: $ 248.00 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. / Ms Rodriguez (Last) Margarito (First) _____ (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: Rancho el Salitre LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Super Carniceria Los Alamos #2
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 10730 W Lower Buckeye RD (Do not use PO Box Number) Avondale (City) Maricopa (County) 85323 (Zip)

5. Business Phone: (623) 907-2200 Daytime Contact. _____

6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO

7. Mailing Address: 10730 W Lower Buckeye RD (City) Avondale (State) AZ (Zip) 85323

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application; 100.00 Interim Permit; _____ Agent Change; _____ Club; 48.00 Finger Prints $; 248.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: JB Date: 11-10-11 Lic. # 10076217

July 2010 ***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 10075526
4. Is the license currently in use? ☐ YES ☒ NO If no, how long has it been out of use? 11/05/2011

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Efren Gutierrez Rodriguez (Print full name) declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X _____ (Signature)

My commission expires on: _____

OFFICIAL SEAL
MICHELE COLEGROVE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Feb 12, 2012

State of Az County of Maricopa

The foregoing instrument was acknowledged before me this 10 day of November 2011
Day Month Year

_____ (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

BWSTR

License 10075526

Issue Date: 1/9/2008

Expiration Date: 12/31/2011

Beer & Wine Store

Issued To:
EFREN GUTIERREZ RODRIGUEZ, Agent
SUPER CARNICERIA Y PESCADERIA LOS ALAMOS #2 LLC, Owner

Location:
SUPER CARNICERIA Y PESCADERIA LOS ALAMOS #2
10730 W LOWER BUCKEYE RD
AVONDALE, AZ 85323

Mailing Address:
EFREN GUTIERREZ RODRIGUEZ
SUPER CARNICERIA Y PESCADERIA LOS ALAMOS #2 LLC
SUPER CARNICERIA Y PESCADERIA LOS ALAMOS #2
10730 W LOWER BUCKEYE RD
AVONDALE, AZ 85323

EXP 12/31/2011

POST THIS LICENSE IN A CONSPICUOUS PLACE

11 NOV 10 Liqr. Lic. PM 4:29

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☐ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: Rancho el salitre LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 11/02/2011 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: ~~L-1717702-06~~ Date authorized to do business in AZ: ~~11/02/2011~~
4. AZ L.L.C. File No: L-1717702-6 Date authorized to do business in AZ: 11/03/2011
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Rodriguez	Margarito		Member		
Tovar de Rodriguez	Joaquina		Member		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Rodriguez	Margarito		50%		
Tovar de Rodriguez	Joaquina		50%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ State of _____ County of _____
(Signature of CURRENT LICENSEE) The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

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1. Distance to nearest school: 2,406 ft. Name of school quentin elementary school
   Address 11010 whyman Avandale, AZ 85323
   City, State, Zip
2. Distance to nearest church: 2,914 ft. Name of church church of zion ~~85323~~
   Address 10907 Hopi st AZ cashion 85323
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name 107th Avenue Partners, LLC
   Address 8679 e San Alberto Dr Scottsdale, AZ 85258
   City, State, Zip

4a. Monthly rental/lease rate $ 6,300.00 What is the remaining length of the lease 5 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other Lease acceleration
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
   Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Meat Market And Grocerie Store

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 10075526 (exactly as it appears on license) Name ~~Super Carnicería y Restaurant Los Altos #2~~ Efren Gutierrez Rodriguez

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SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
   If yes, give the name of licensee, Agent or a company name:

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   _____
   applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

_____
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
   If yes, what is your estimated opening date? _____
   month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

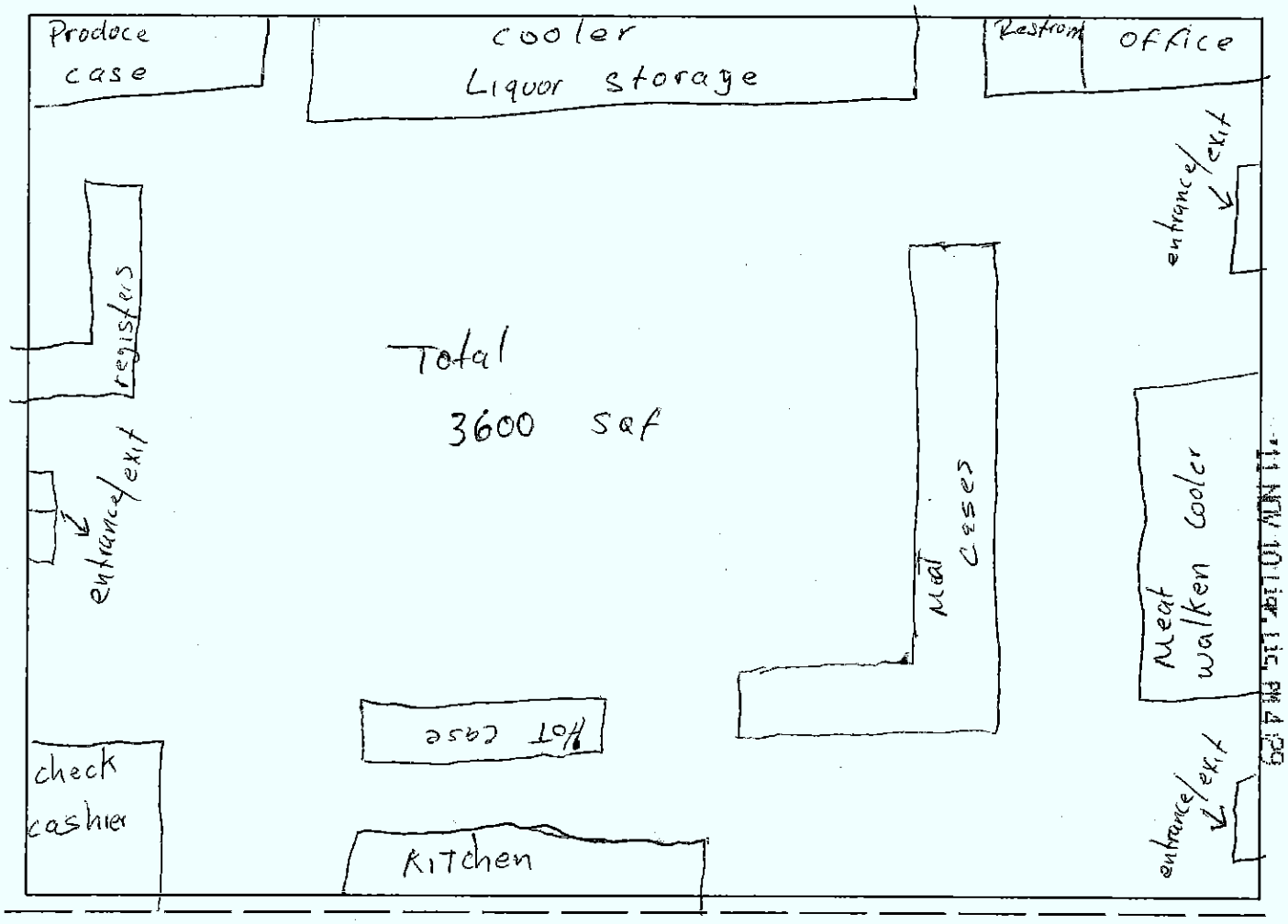
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

M.R
applicants initials

SECTION 15 **Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 **Signature Block**

I, Margarito Rodriguez, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Margarito Rodriguez
(signature of applicant listed in Section 4, Question 1)

State of Az County of Maricopa

The foregoing instrument was acknowledged before me this

10 of November 2011
Day Month Year

signature of NOTARY PUBLIC

My commission expires on : _____
Day Month Year

ARTICLES OF ORGANIZATION
OF
RANCHO EL SALITRE, LLC

RECEIVED
NOV 09 2011
ARIZONA CORP COMMISSION
CORPORATIONS DIVISION

Pursuant to A.R.S. Title 29, the undersigned state as follows:

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ARTICLE I

Name: The name of this limited liability company is RANCHO EL SALITRE, LLC.

ARTICLE II

Known Place of Business: The initial address of the registered office in Arizona is:

10730 W Lower Buckeye Rd
Avondale, AZ 85323

Located in the Maricopa County.

ARTICLE III

Statutory Agent: The name and address of the statutory agent of the company is:

Margarito Rodriguez

ARTICLE IV

Management and Members: Management of this limited liability company is reserved to the members. The members at the time of the formation and their related addresses are as follows:

MARGARITO RODRIGUEZ JOAQUINA TOVAR DE RODRIGUEZ

ARTICLE V

Duration: The duration of this Limited Liability Company shall be for perpetual.

ARTICLE VI

Fiscal Year: The fiscal year of the limited liability company shall be the calendar year ending December 31st.

ARTICLE VII

Acceptance of Appointment by Statutory Agent: The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named Limited Liability Company effective this 2nd day of November, 2011.

MARGARITO RODRIGUEZ Margarito Rodriguez

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IN WITNESS WHEREOF, the following members has signed this Articles of Organization, intending that they become effective as of this date: 2nd day of November, 2011.

Name	***Signature***
MARGARITO RODRIGUEZ	Margarito Rodriguez
JOAQUINA TOVAR DE RODRIGUEZ	Joaquina Tovar de Rodriguez

RECEIVED

NOV 03 2011

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

Operating Agreement

This Operating Agreement (the "Agreement") made and entered into this 2ND day of November, 2011 (the "Execution Date"),

BETWEEN

Margarito Rodriguez of , and
Joaquina Tovar De Rodriguez of

(individually the "Member" and collectively the "Members").

BACKGROUND

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

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Formation

1. By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Arizona. The rights and obligations of the Members will be as stated in the Arizona Limited Liability Company Act (the "Act") except as otherwise provided here.

Name

2. The name of the Company will be RANCHO EL SALITRE, LLC.

Purpose

3. This company is organized for the conduct of any or all lawful affairs for which a limited liability company may be organized.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 10730 W Lower Buckeye Rd, Avondale, AZ, 85323 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

Member	Contribution Description	Value of Contribution	Delivery Date
Margarito Rodriguez	This Member will provide cash.	$55,800.00	4 Nov 2011
Joaquina Tovar De Rodriguez	This Member will provide cash.	$55,000.00	4 Nov 2011

Distribution of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be distributed between the Members in the following manner:

Member	Profit/Loss Percentage
Margarito Rodriguez	50.00%
Joaquina Tovar De Rodriguez	50.00%

8. Distributions will be made according to the following schedule: Distributions are to be made after the fiscal year end.

9. Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.

10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Voting

11. Each Member will have a single equal vote on any matter.

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Nature of Interest

12. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

13. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

14. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of the remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

15. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.

16. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Members.

Capital Accounts

17. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional

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Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

18. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Drawing Accounts

19. An individual drawing account will be maintained for each Member. Each Member will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Members. Losses will also be credited to the individual drawing accounts and each Member will be required to maintain a positive balance in their Drawing Account at all times. Failure to maintain a positive balance may be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Compensation of Members for Services Rendered

20. Members will not be compensated by the Company for services rendered to or on behalf of the Company, except reimbursement for expenses directly related to the operation of the Company.

Management

21. Management of this Company is vested in the Members.

Authority to Bind Company

22. Only the following individuals have authority to bind the Company in contract: Margarito Rodriguez and Joaquina Tovar De Rodriguez.

Duty of Loyalty

23. No Member or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member or Manager and may be treated accordingly by the remaining Members. A withdrawing Member or Manager will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 3 years after the date of withdrawal.

Duty to Devote Time

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24. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

25. Member meetings will be held at the following address, or any other location that the Members may from time to time designate: At "the Principal Office","10730 W Lower Buckeye Rd, Avondale" .

26. Any impending Member meeting will require 7 days notice be given to all Members.

27. A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.

28. Regular Member meetings will be held according to the following schedule: Meetings are to be scheduled once every three months with the exact time and date of the meeting to be determined by the minimum notice period.

29. There must be at least 51.00% of the Members present at a meeting for any decisions to be binding. If the minimum number of Members are not present at the meeting, actions may still be taken by the present Members if prior written consent of the absent Members has been obtained.

Admission of New Members

30. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.

31. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Dissociation of a Member

32. Voluntary Withdrawal: No Member may voluntarily withdraw from the Company for a period of 30 days from the execution date of this Agreement. After the expiration of this period, any Member (the "Dissociated Member") will have the right to voluntarily withdraw from the Company at the end of any fiscal year. Written notice of intention to withdraw must be served upon the remaining Members at least 60 days prior to the fiscal year end. The withdrawal of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the Members will serve written notice of such election upon the withdrawing Member

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within thirty (30) days after receipt of the withdrawing Member's notice of intention to withdraw, including the purchase price and method and schedule of payment for the withdrawing Member's interest. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement. It remains incumbent on the withdrawing Member to exercise this right in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

33. Involuntary Withdrawal: Events leading to the involuntary withdrawal of a Member (the "Dissociated Member") from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member. The withdrawal of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.

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34. On any purchase and sale made pursuant to this section, a Dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

35. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in

a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

Buyout Agreement

36. In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement.

Assignment of Interest

37. Where a Member's financial interest in the Company is assigned to another party, that Member forfeits any duties and rights arising from their status as a Member and those duties and rights will not be passed to the acquiring party. Obligations to contribute are not negated by this forfeiture.

Valuation of Interest

38. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting procedures. This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their Capital Contribution share in the Company, less any outstanding liabilities a Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

39. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

40. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

41. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

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b. in satisfaction of Company obligations to current Members to pay debts; and

c. to the Members in proportion to their Capital Contributions to the Company.

42. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the respective Capital Contribution of each Member to the Company as set out in this Agreement.

Records

43. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company.

b. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).

c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

44. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

45. Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member. The Books of Account will be kept on the cash basis method of accounting.

Banking and Company Funds

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46. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Members as agreed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

47. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

48. The fiscal year end of the Company is the 31st day of December.

Tax Treatment

49. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Matters Partner

50. The tax matters partner will be (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members deem advisable.

51. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

52. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

    a. A copy of the Company's federal income tax returns for that fiscal year.

    b. Supporting income statement.

    c. A balance sheet.

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d. A breakdown of the profit and loss attributable to each Member.

Goodwill

53. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures.

Governing Law

54. The Members submit to the jurisdiction of the courts of the State of Arizona for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Mediation and Arbitration

55. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Arizona. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Arizona.

Force Majeure

56. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

57. No Member may do any act in contravention of this Agreement.

58. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

59. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

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60. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

61. No Member may confess a judgment against the Company.

62. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

63. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

64. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

65. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

66. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

67. The following actions will require the unanimous consent of all Members:

    a. Incurring Company liabilities over $10,000.00.

    b. Incurring a single transaction expense over $10,000.00.

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c. The sale of any Company asset with a fair market value over $5,000.00.

d. Firing any employee.

e. Assignment of ownership rights of Company property.

f. Endangering the ownership or possession of Company property.

g. Assignment of check signing authority.

h. Releasing any Company claim except for payment in full.

Amendment of Operating Agreement

68. This Agreement can only be amended with unanimous written consent of all Members.

69. Amendment of this section or the Voting section will require the unanimous written consent of all Members.

Title to Company Property

70. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

71. Time is of the essence in this Agreement.

72. This Agreement may be executed in counterparts.

73. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

74. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

75. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this

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Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.

76. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

77. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

78. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

'11 NOV 10 LIV. LIC. PM 4:30

Definitions

79. For the purpose of this Agreement, the following terms are defined as follows:

    a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

    b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

    c. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.

    d. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.

    e. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

    f. "Principal Office" means the office whether inside or outside the State of Arizona where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 10TH day of November, 2011.

Gualberto Rodriguez Tovar (Witness)	Margarito Rodriguez Margarito Rodriguez (Member)
Margarito Rodriguez Tovar (Witness)	Joaquina Tovar de Rodriguez Joaquina Tovar De Rodriguez (Member)

©2002-2011 LawDepot.com™

'11 NOV 10 Lig. Lic. PM 4:30

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

802-742
P1065990 JB

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 10076217
(If the location is currently licensed)

1. **Check appropriate box** →

☐ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21

2. Name: Rodriguez (Last) Margarito (First) (Middle) Date of Birth: (NOT a Public Record)

3. Social Security Numbe (NOT a public record) Drivers License (NOT a public record) State: Arizona

4. Place of Birth: el Tule (City) chihuahua (State) Mexico (Country) (not county) Height: 5-07 Weight: 140 Eyes: Bro Hair: gry

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone:

6. Name of Current or Most Recent Spouse: Tovar de Rodriguez, Joaquina Tovar Ruiz (Last) (First) (Middle) (Maiden) Date of E (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency:

8 Telephone number to contact you during business hours for any questions regarding this document. 8Am - 5:P

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: super Carniceria Los Alamos #2 Premises Phone: 623 907-2200

11. Physical Location of Licensed Premises Address: 10730 w Lower Buckeye Rd (Street Address) (Do not use PO Box #) Avondale (City) Maricopa (County) 85323 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

MR

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
~~10-31-11~~ 11/05/11	CURRENT	Member	Rancho el solitre LLC 10730 W Lower Buckeye Rd Avondale AZ 85323
05/01/96	10/31/11	groom- stablehand	Kari Craddock P.O Box 721 Brookief SD 57706

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
10/31/11	CURRENT	Rent				
05/01/96	10/31/11	Rent				

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☑ YES ☐ NO
If you answered YES, how many hrs/day? 8.0 hrs and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐ YES ☑ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐ YES ☒ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☑ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐ YES ☑ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☑ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, direct[redacted] other liquor license in this or any other state? ☐ YES ☑ NO

If any answer to Ques[redacted] "YES" YOU MUST[redacted]
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Margarito Rodriguez, hereby declare that I am the APPLICANT/REPRESENTATIVE [redacted]rint full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Margarito Rodriguez
(Signature of Applicant)

State of Az County of Maricopa

The foregoing instrument was acknowledged before me this 10 day of November, 2011
Month Year

MICHELLE COLLEGROVE
NOTARY PUBLIC
My Commission Expires 12-2-2012

My commission expires on: _____
Day Month Year

Michelle Collegrove
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Month Year

x _____
Signature of Controlling Person or Agent (circle one)

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

11 DEC 5 Liq. Lic. #10049

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form.
Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Margarito Rodriguez
Full Name (please print)

Margarito Rodriguez
Signature

11/26/2011
Training Completion Date

11/26/2016
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☐ No	BASIC	☐ Yes	☒ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☒ Yes	☐ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Margarito Rodriguez — Name of Licensee
Carniceria Los Hermanos — Business Name
Liquor License #

Alcohol Training Program Provider Information

AATF - All-Star Alcohol Awareness
Company or Individual Name (please print)

P.O. Box 6252
Address

Chandler — City
AZ — State
85246 — Zip
(888) 723 7078 — Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Anthonelt Hurley
Name of Trainer (please print)

Anthonelt Hurley
Trainer Signature

11/26/2011
Date

Pursuant to A.R.S.§ 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

802-742
P1065991

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 10076217
(If the location is currently licensed)

1. **Check appropriate box** →

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21

2. Name: Tovar de Rodriguez Joaquina (Last / First / Middle) Date of Birt (NOT a public record)

3. Social Security Numbe (NOT a public record) Drivers License (NOT a public record) State: AZ

4. Place of Birth: Huejotitan Chihuahua Mexico (City / State / Country (not county)) Height: 5-03 Weight: 160 Eyes: Bro Hair: Bro

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone:

6. Name of Current or Most Recent Spouse: Rodriguez Margarito (Last / First / Middle / Maiden) Date of Bi (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency:

8. Telephone number to contact you during business hours for any questions regarding this document.

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Super Carniceria Los Alamos #2 Premises Phone: 623 907-2200

11. Physical Location of Licensed Premises Address: 10730 W Lower Buckeye RD (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
10/31/11 11/05/11	CURRENT	Member	Rancho el salitre LLC 10730 W Lower Buckeye RD Avondale AZ
8/01/07	10/31/11	Hot walker	Ram craddock po Box 721 Brookief SD 57706
08/01/06	08/01/07	not employed	

TR

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
10/31/11	CURRENT	Rent				
05/01/96	10/31/11	Rent				

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐YES ☑NO
If you answered YES, how many hrs/day?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☑NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐YES ☑NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐YES ☑NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☑NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☑NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, d[redacted] other liquor license in this or any other state? ☐YES ☑NO

If any answer to Que[redacted]s "YES" YOU MUST atta[redacted]
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Joaquina Tovar de Rodriguez, hereby declare that I am the APPLICANT/REPRESENTATIVE
[redacted] print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Joaquina Tovar de Rodriguez
(Signature of Applicant)

State of Az County of Maricopa
The foregoing instrument was acknowledged before me this 10 day of November, 2011
Month Year

My commission expires on: _____
Day Month Year

(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of_____ County of _____
The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Month Year

x _____
Signature of Controlling Person or Agent (circle one)

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

Print Form

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602 542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form
Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Joaquina Tovar de Rodriguez
Full Name (please print)

Joaquina Tovar de Rodriguez
Signature

11/26/2011
Training Completion Date

11/26/2016
Certificate Expiration Date
(MANAGEMENT – 5 years from completion date)
(BASIC – 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☐ No	BASIC	☐ Yes	☒ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☒ Yes	☐ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Margarita Rodriguez — Name of Licensee
Comercio Los Alamos — Business Name
Liquor License #

Alcohol Training Program Provider Information

AATP - All-Star Alcohol Awareness
Company or Individual Name (please print)

P.O. Box 6252
Address

Chandler — City
AZ — State
85246 — Zip
(888) 723 7078 — Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control.

Anthonett Hurley
Name of Trainer (please print)

Anthonett Hurley
Trainer Signature

11/26/2011
Date

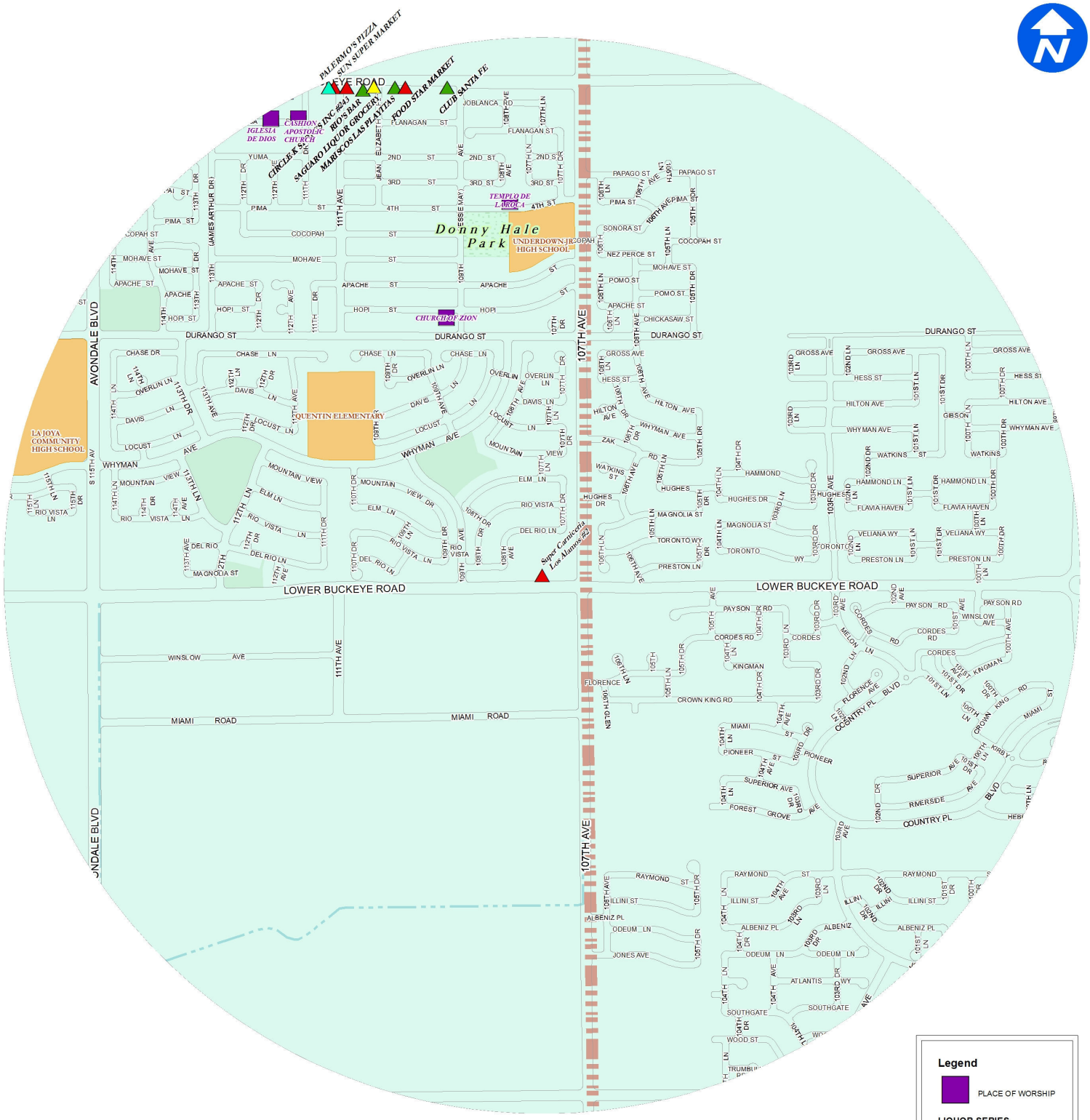
Pursuant to A.R.S.S 4-112(G)(3), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

11 DEC 5 Liq. Lic. 010049



Super Carniceria Los Alamos #2
10730 W Lower Buckeye Rd
1 Mile Buffer

Legend

- PLACE OF WORSHIP

LIQUOR SERIES

- SERIES 5
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 15
- SERIES 16
- SCHOOLS

0 500 1,000 2,000 3,000 Feet

Avondale GIS Division of Public Works

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ BEER AND WINE STORE #10 LIQUOR LICENSE

ROUTING:

☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: MARGARITO RODRIGUEZ

BUSINESS NAME: SUPER CARNICERIA LOS ALAMOS #2

BUSINESS ADDRESS: 10730 W. LOWER BUCKEYE ROAD

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

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

11/21/11
DATE

Chief of Police
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 12, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 30, 2011

Avondale, AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ BEER AND WINE STORE #10 LIQUOR LICENSE

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: MARGARITO RODRIGUEZ

BUSINESS NAME: SUPER CARNICERIA LOS ALAMOS #2

BUSINESS ADDRESS: 10730 W. LOWER BUCKEYE ROAD

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

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Jere G. Gomez
SIGNATURE

11/21/11
DATE

Fire Inspector
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 12, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 30, 2011

DEVELOPMENT SERVICES

MEMORANDUM

DATE: November 22, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist 623-333-4022

SUBJECT: Super Carniceria Los Alamos #2
Interim Permit/New Series 10 Liquor License – Beer and Wine Sales
10730 W Lower Buckeye Rd

The site is located at the northwest corner of 107th Avenue and Lower Buckeye Road within the Sanctuary shopping center. The building is existing.

A Series 10 Liquor License requires a minimum separation of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the proposed site.

The General Plan designates the property as Commercial. The subject property is located within the Sanctuary PAD (Planned Area Development). The PAD includes areas for both residential and commercial development. The northwest corner of 107th Avenue and Lower Buckeye Road allows for C-1 (Neighborhood Commercial) uses. A meat market and grocery store is a permitted use in the C-1 Zoning District.

There are no zoning or separation issues with the site. Staff recommends approval of this request.

Attachment: 2011 Aerial Photography
300 Foot Separation Map
Zoning Vicinity Map

City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ BEER AND WINE STORE #10 LIQUOR LICENSE

ROUTING:

☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ FINANCE DEPARTMENT
☒ DEVELOPMENT SERVICES

APPLICANT'S NAME: MARGARITO RODRIGUEZ

BUSINESS NAME: SUPER CARNICERIA LOS ALAMOS #2

BUSINESS ADDRESS: 10730 W. LOWER BUCKEYE ROAD

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

DEPARTMENTAL COMMENTS:

☐ APPROVED
☐ DENIED

SIGNATURE

11/22/11
DATE

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 12, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 30, 2011

2011 Aerial Photograph

Avondale

Super Carniceria
Los Alamos #2

N

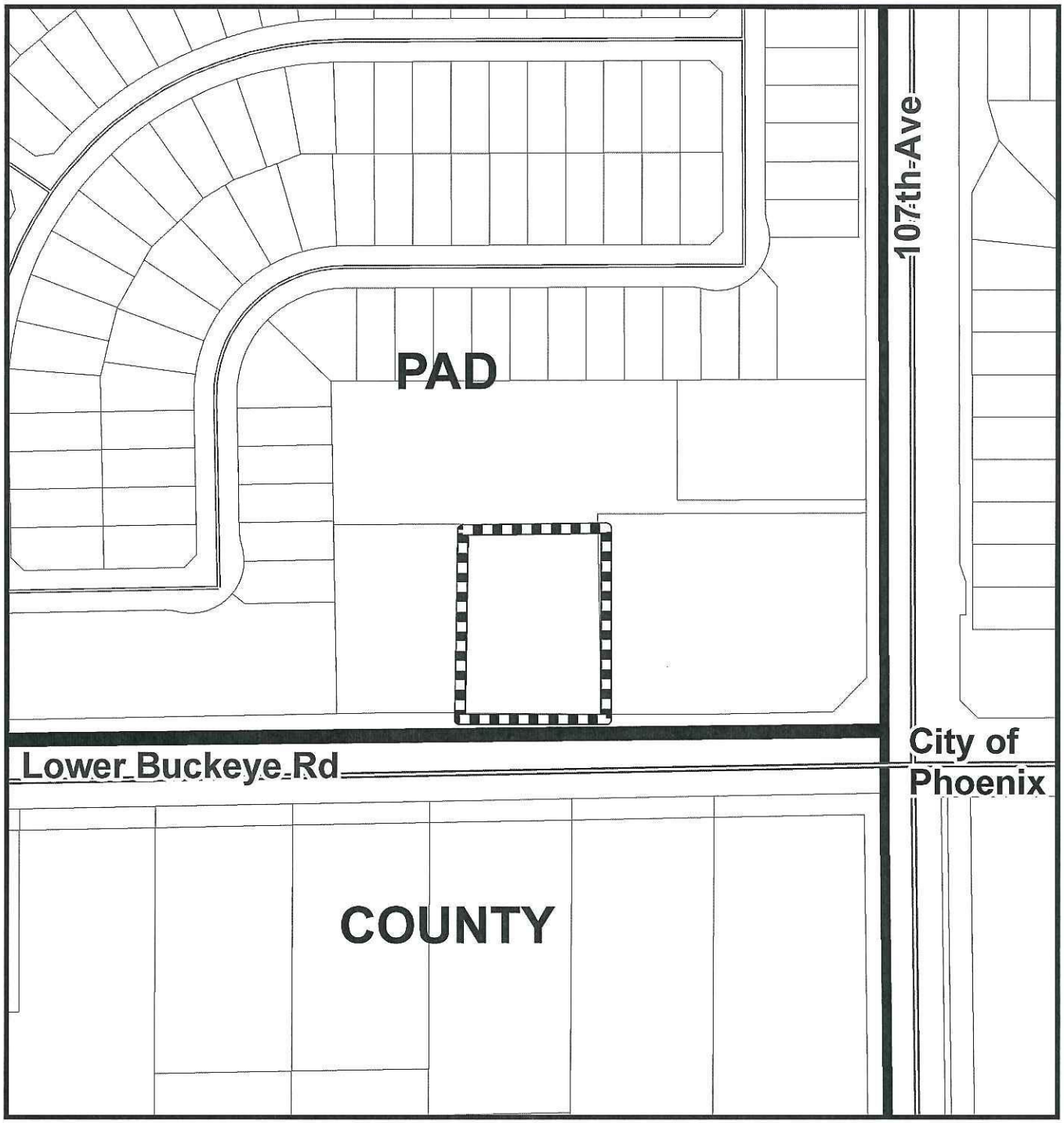
300 Foot Separation Requirement

Avondale

Super Carniceria
Los Alamos #2

300 ft separation

N



Zoning Vicinity Map

Avondale

Super Carniceria
Los Alamos #2

N

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

☒ BEER AND WINE STORE #10 LIQUOR LICENSE

ROUTING:

☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ FINANCE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: MARGARITO RODRIGUEZ

BUSINESS NAME: SUPER CARNICERIA LOS ALAMOS #2

BUSINESS ADDRESS: 10730 W. LOWER BUCKEYE ROAD

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

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Teresa A. Hoa — **SIGNATURE**

11/21/11 — **DATE**

Div. Tax Auditor — **TITLE**

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: DEC 12, 2011

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: NOV 30, 2011

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: *NOVEMBER 21, 2011*

A HEARING ON A LIQUOR LICENSE APPLICATION
SHALL BE HELD BEFORE THE **AVONDALE CITY COUNCIL**

LOCATION: 11465 WEST CIVIC CENTER DRIVE
DATE: MONDAY, DECEMBER 12, 2011
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,
TO VERIFY CALL: 623-333-1200)

**SERIES 10: BEER AND WINE STORE **

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

Super Carniceria Los Alamos #2
10730 W. Lower Buckeye Rd.
Avondale, AZ. 85323

THIS APPLICATION, CONTACT: STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT: (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT: 623-333-1200.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
(602) 542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

11 NOV 10 PM 1:25

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:
- ☐ MORE THAN ONE LICENSE
- ☒ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 12, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 12, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (has had lien filed)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:
- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 10076217

1. Type of License(s): Beer & wine store Ariz
2. Total fees attached: $ 348.00 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Mr. Rodriguez Last Margarito First Middle (Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C. Rancho el Salitre LLC (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Super Carniceria Los Alamos #2 (Exactly as it appears on the exterior of premises)
4. Principal Street Location: 10730 W Lower Buckeye Rd Avondale Maricopa 85323 (Do not use PO Box Number) City County Zip
5. Business Phone: (623) 907-22 00 Daytime Contact
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 10730 W Lower Buckeye Rd Avondale AZ 85323 City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type $ Type $

DEPARTMENT USE ONLY

Fees:	Application	Interim Permit	Agent Change	Club	Finger Prints $	TOTAL OF ALL FEES
	100.00	100.00			148.00	348.00

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: JB Date: 11-10-11 Lic. #: 10076217

July 2010 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

3

11.21.2011 15:59

BUD LIGHT
Budweiser
OPEN
A NIVEL NACIONAL
cricket
$55
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$45
SIN CONTRATOS
SIN TARIFAS OCULTAS
CAMBIO DE CHEQUES
AHORRE $70
BUSINESS HOURS
MONDAY - FRIDAY
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SUNDAY
ENTER FOR YOUR CHANCE TO WIN!
12-PACK CANS
$9.99
Avondale
FIRE-RESCUE
BOSS
AVAILABLE HERE!
11.21.2011 16:01

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Stanley Convergent Security Solutions, Inc.

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Rob Lloyd, CIO (623) 333-5011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a contract for the city's Security Access Control Systems and Maintenance Services to Stanley Services in an annual amount not to exceed $60,000.

BACKGROUND:

The group purchasing vehicle used by the City of Avondale to order qualified vendor services expired in June 2011. After researching options, Information Technology and Finance staff determined the City's interests were best met by an open solicitation. In addition to identifying new potential vendors available in the metro area, competitive procurement also allowed staff to shape the agreement specific to the City's needs. Previously, the City utilized contracts written primarily for academic campuses.

Staff generated a Request for Proposals (RFP) for access control systems and surveillance camera maintenance, installation, and support services in August and September 2011. The scope covered approximately 30 municipal facilities in Avondale, including secure facilities at City Hall, Police Headquarters, Fire Stations, Courts, and the City's well sites The RFP was issued on September 23, 2011, and closed October 13, 2011. A pre-proposal conference was held to formally respond to questions from potential vendors. A revised price scoring sheet was also issued, based on responses received. Intent to award to Stanley Brothers as the highest-scoring proposal was announced November 10, 2011.

DISCUSSION:

Three vendor proposals were reviewed by Information Technology, Parks, Recreation and Libraries, and Finance staffs. Stanley Brothers was the successful proposer due to their status as a Lenel-authorized company with an extensive record, their staff's relevant certifications, and having the highest score from reference checks. Stanley Brothers is a national company.

The contract is structured as a one-year agreement with four one-year extensions at the City's discretion, for a total potential duration of five years. Work is structured under a task-order system with a total not-to-exceed amount of $60,000, per annum. The amount of the contract is based on historical spending on installation of new security controls, maintenance of existing security equipment, and repairs of doors and electronics, plus costs for planned facilities and improvements.

BUDGETARY IMPACT:

Work will be performed by task order with a not to exceed amount of $60,000 per year. This will be limited to funds available and as approved in the City's annual budget.

RECOMMENDATION:

Staff recommends that the City Council award a contract for the city's Security Access Control Systems and Maintenance Services to Stanley Services in an annual amount not to exceed $60,000 and authorize the Mayor, City Manager, and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- PSA

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of December 12, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Stanley Convergent Security Solutions, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. The City issued a "Request for Proposals for Security Access Control System – Maintenance & Installation Services (IT 12-018)" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for qualified professional services of an authorized Lenel Certified Dealer to provide maintenance, installation and support for access control systems and surveillance cameras at approximately 30 municipal facilities ("Facilities").

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for security access control system maintenance and installation services at the City's Facilities (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 12, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the

"Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference. Provisions herein described or the omission of any essential provisions herein cannot be construed to relieve the Contractor of any duty and/or obligation to the City for the necessary and satisfactory completion of the project.

3. Compensation. For the Initial Term, the City shall pay Contractor an aggregate amount not to exceed $40,000.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the Contractor an annual aggregate amount not to exceed $60,000.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D. The maximum aggregate amount for this Agreement shall not exceed $280,000.00. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor.

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

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

6. Contractor Personnel.

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

6.2 Minimum Qualifications.

A. Contractor shall be a current authorized Lenel certified dealer with two or more Lenel certified technicians that are current on the latest software as of the date of the

Agreement. Contractor shall provide copies of Lenel training and certifications for Contractor's staff assigned to this project.

B. Contractor must agree that Lenel certified technicians will complete City work unless otherwise approved by the City's authorized representative.

C. At the time of submittal, Contractor must have operated for at least two years as a business specializing in installing, configuring, troubleshooting, and otherwise supporting integrated facilities security systems covering multiple buildings.

D. Contractor must have the capacity to have staff respond within three hours of an emergency call out by the City due to the coverage of police and fire facilities.

6.3 Desirable Qualifications.

A. Microsoft certified technicians are preferred.

B. Vendors based within a 60-minute response time of Avondale, AZ, are preferred.

6.4 Before commencing work, Contractor shall supply to the City the full names of the installers to be on site during installation.

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

8. Supervision; Safety. The job site is under the supervision and control of the City. All coordination of work shall be through the City. Adherence to the City's safety policy and instructions is mandatory.

9. Licenses; Tools & Equipment. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Materials. Each Contractor shall guarantee that, during the length of this contract and any authorized extension of this contract, the equipment will be currently manufactured, newly assembled and the supported model in current production. No reconditioned or previously used equipment will be accepted except as specifically requested herein. Units shall be of first quality as to the workmanship and materials and warrantied by their manufacturer. Units that are classified as prototype or discontinued models are not acceptable.

10.1 Use of Equals. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted

shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, the Contractor is hereby advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted for further consideration. Final determination of equivalency will be determined by the City.

10.2 Procurement; Storage. The Contractor shall handle all material procurement, storage and delivery to job site. Unless otherwise specified, the Contractor shall supply all materials required. The City will assist Contractor in making provisions for storage facilities at the job site for receipt of hardware prior to and during project installation phases.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field. Contractor shall have a single source accountability to the City for the satisfactory performance and completion of the project. Any changes to the requirements, design, equipment or any portion of this specification shall be coordinated between the City and the Contractor's on site Project Coordinator.

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

13. Insurance.

13.1 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 authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or

endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way after the approval required by subsection 18.10 below, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and

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

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

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

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

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

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

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

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

13.2 Required Insurance Coverage.

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

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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

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

14. Product Discontinuance. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following: (A) a formal announcement from the manufacturer that the product or model has been discontinued, (B) documentation from the manufacturer that names the replacement product or model, (C) documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation, (D) documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model and (E) documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

15. Completion of Work. Upon project completion, said facilities shall be ready for use and operation.

15.1 Contractor shall submit installation as-builts in electronic format to the City at the conclusion of the project. The City will provide floor plan drawing upon request.

15.2 Invoice. Contractor shall invoice for work after completion and acceptance as complete by an authorized City representative.

15.3 Warranties. Contractor shall identify all warranties (including period and terms), either implied or stated, that apply to equipment, materials and workmanship.

15.4 Clean Up. Upon completion of the work, the Contractor shall remove his tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the City. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance. This shall be particularly important when working in partially finished areas.

16. Termination; Cancellation.

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

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

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

16.4 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.

16.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

16.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall relieved of any subsequent obligation under this Agreement.

17. Miscellaneous.

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

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

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

17.4 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.

17.5 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, 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 Maricopa County, Arizona.

17.6 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.

17.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

17.8 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.

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

17.10 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. The City retains the right and discretion to bar subcontractors from the City's premises (either owned or leased) based on past or current performance in relation to quality of work and safety habits.

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

17.12 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.

17.13 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.

17.14 Offset.

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

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

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Facsimile: (623) 333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Facsimile: (602) 340-1538 Attn: Andrew J. McGuire, Esq.
If to Contractor:	Stanley Convergent Security Solutions, Inc. 2440 West Mission Lane, Number One Phoenix, Arizona 85021 Facsimile: (602) 674-5110 Attn: Brian Collignon, General Manager

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

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

17.17 Data Security. Contractor shall maintain all City information in a secure format and with appropriate security processes. Contractor agrees to make no use of City information without prior written approval by the City, and accepts liability for any negligence and/or inappropriate handling by it and its agents. Upon conclusion of this contract, the Contractor shall update and relay all records to the City and delete any copies it has of City's security information.

17.18 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 17.19 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 17.19 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.

17.19 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.

17.20 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 16.2 above.

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

17.22 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.

17.23 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON THE FOLLOWING PAGES]

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

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, 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

(affix notary seal here)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

"Contractor"

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.
a Delaware corporation

By: _____

Name: BRIAN COLLIGNON

Title: GM

(ACKNOWLEDGEMENT)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on December 6, 2011, by Brian Collignon as GM of STANLEY CONVERGENT SECURITY SOLUTIONS, INC., a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
EDWARD W. GATTI
My Appointment Expires 03/19/12

(affix notary seal here)

_____
Notary Public in and for the State of Arizona

1628501.2

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Ferguson Enterprises

MEETING DATE:
December 12, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase plumbing equipment, accessories, and supplies for a maximum aggregate amount not to exceed $135,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, the State of Arizona entered into a contract with Ferguson Enterprises, Inc. to supply plumbing equipment, accessories and supplies. The initial term of the contract is in effect until July 2012 and provides for (2) one-year renewal options. The State contract contains cooperative use language which extends the use of the contract to municipalities.

DISCUSSION:

In order to properly maintain the water distribution system, collections system, well sites and water reclamation facility, Public Works must purchase parts, supplies and services from qualified vendors. Ferguson Enterprises, Inc. is a current registered vendor with the City and has satisfactorily supplied the City with plumbing parts, equipment, and accessories in the past.

BUDGETARY IMPACT:

The funding for the work to be provided under this Cooperative Purchasing Agreement is available in the Water Production Budget: 501-9122-00-7490, Water Distribution Budget: 501-9100-00-7490, Wastewater Collections Budget: 503-9222-00-7990, and Wastewater Treatment Budget: 503-9230-00-7990.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase plumbing equipment, accessories, and supplies for a maximum aggregate amount not to exceed $135,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FERGUSON ENTERPRISES, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of December 12, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Ferguson Enterprises, Inc., a Virginia corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the State of Arizona entered into Contract No. EPS090016-2-A1 dated July 8, 2009, as amended and extended (collectively, the "State Contract") for the Vendor to provide plumbing parts and supplies. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials under the State Contract, at its discretion and with the agreement of the awarded Vendor, and the State Contract permits its cooperative use by other public entities including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the State Contract, (ii) establishing the terms and conditions by which the Vendor may provide the City with plumbing parts and supplies for the City's Water Resources Department, as more particularly set forth in Section 2 below (the "Materials") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

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 City and the Vendor 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 July 7, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the State Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has been extended pursuant to its renewal options, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract), as evidenced by the City Manager's signature thereon, which approval may be

withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Purchase of Materials. This is an indefinite quantity and indefinite delivery Agreement for Materials under the terms and conditions of the State Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the Materials to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written acknowledgment between the parties describing the materials to be delivered (each, a "Materials Order"). Each Materials Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Materials Orders submitted without referencing this Agreement and State Contract will be subject to rejection. By signing this Agreement, Vendor acknowledges and agrees that Materials Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the State Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Materials are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the State Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all return costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring Materials into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Cancellation. The City reserves the right to cancel any Materials Order(s) within a reasonable period of time after issuance. Should a Materials Order be canceled, the City agrees to reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Materials Order. The City will not reimburse the Vendor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Materials Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $45,000.00 for Materials at the unit rates as set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed $135,000.00.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Materials, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all Materials delivered and accepted to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor 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 Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

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

7. Applicable Law; Venue. In the performance of this Agreement, Vendor shall abide by and conform to any and all laws of the United States, the 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 a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

8. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. 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 Vendor fully informed as to the availability of funds for this 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 Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Materials Orders, invoices and the State Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Materials Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance

with the terms or conditions set forth in this Agreement or under the State Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the State Contract, or by law, or the City's acceptance of and payment for Materials shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the State 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 Agreement.

10. Indemnification; Insurance. To the extent provided under the State Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the State, and such rights, privileges, insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor 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 Materials of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, 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

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Vendor"

FERGUSON ENTERPRISES, INC., a
Virginia corporation

By: _____

Name: Troy Lewallen

Title: Government Sales Manager

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Pima)

This instrument was acknowledged before me on November 17, 2011, by Troy Lewallen, as Govt Sales Mang. of FERGUSON ENTERPRISES, INC., a Virginia corporation, on behalf of the corporation.

Lorayne Baker
Notary Public in and for the State of AZ

(affix notary seal here)

Lorayne Baker
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Commission Expires
July 08, 2014

1623192.2

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FERGUSON ENTERPRISES, INC.

[State Contract]

The documents listed on the following pages comprise the State Contract and are incorporated herein by reference.

Master Blanket Purchase Order EPS090016-2-A1

Header Information

Purchase Order Number:	EPS090016-2-A1	**Release Number:**	0	**Short Description:**	Plumbing Parts and Supplies
Status:	3PS - Sent	**Purchaser:**	Brian Ball	**Receipt Method:**	Quantity
Fiscal Year:	2011	**PO Type:**	Blanket	**Minor Status:**	
Organization:	State Procurement Office				
Department:	ADSPO - State Procurement Office	**Location:**	SPO - State Procurement Office	**Type Code:**	Statewide
Alternate ID:		**Entered Date:**	07/08/2009 04:04:39 PM	**Control Code:**	
Days ARO:	5	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	If Different				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	Yes
Contact Instructions:		**Tax Rate:**		**Actual Cost:**	$0.00
Master Blanket/Contract End Date (Maximum):					
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Attachments:	Attachment I - Questionnaire.doc, Attachment II - Exceptions.doc, D&B.pdf, EPS090016-2-A1_CON.pdf, EPS090016-2_CON.pdf, EPS090016-A2_SOL.pdf, EPS090016_Plumbing Parts and Supplies.pdf, EPS090016_ProcurementFile_Award_070809.zip, GOVNTQUOTE.xls, Price Sheet.xls, Contract Amendment 2 - 5.pdf				

Primary Vendor Information & PO Terms

Vendor:	9000003411 - FERGUSON ENTERPRISES INC Troy Lewallen 2201 E Medina TUCSON, AZ 85706-7039 US	**Payment Terms:**	10% Net 10 F.O.B.,	**Shipping Method:**	

Email:
TROY.LEWALLEN@FERGUSON.COM
Phone: (520)792-1700 Ext. 8834
FAX: (520)884-1084

Shipping Terms: Destination

Freight Terms:

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to TROY.LEWALLEN@FERGUSON.COM at 09/01/2009 08:05:04 AM	09/02/2009 07:43:56 AM
Change Order 1	Emailed to TROY.LEWALLEN@FERGUSON.COM at 04/15/2010 11:51:17 AM	06/17/2010 08:36:21 AM
Change Order 2	Emailed to TROY.LEWALLEN@FERGUSON.COM at 11/15/2010 12:25:30 PM	11/16/2010 09:43:23 AM
Change Order 3	Emailed to TROY.LEWALLEN@FERGUSON.COM at 04/22/2011 04:41:07 PM	04/22/2011 04:52:51 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000000411	15412117710	FERGUSON ENTERPRISES INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 07/08/2009 **Master Blanket/Contract End Date:** 07/07/2012

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$40,662.89	$0.00

Item Information

591-595 of 595
111 112 113 114 115 116 117 118 119

Print Sequence # 591.0, Item # 591: ZURN (Pricing: Kingman Metro, 64.3% Discount Off Manufacturer?s Most Current Published List Price; price list location - www.//////////.///) - Plumbing Parts and Supplies 3PS - Sent

NIGP Code: 670-57
Plumbing Equipment, Accessories and Supplies (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 592.0, Item # 592: ZURN (Pricing: Phoenix Metro, 64.3% Discount Off Manufacturer?s Most Current Published List Price; price list location - www.//////////.///) - Plumbing Parts and Supplies 3PS - Sent

NIGP Code: 670-57
Plumbing Equipment, Accessories and Supplies (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 593.0, Item # 593: ZURN (Pricing: Tucson Metro, 64.3% Discount Off Manufacturer?s Most Current Published List Price; price list location - www.//////////.///) - Plumbing Parts and Supplies 3PS - Sent

NIGP Code: 670-57
Plumbing Equipment, Accessories and Supplies (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 594.0, Item # 594: ZURN (Pricing: Yuma Metro, 64.3% Discount Off Manufacturer?s Most Current Published List Price; price list location - www.//////////.///) - Plumbing Parts and Supplies 3PS - Sent

NIGP Code: 670-57
Plumbing Equipment, Accessories and Supplies (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 595.0, Item # 595: ZURN (Pricing: Outlying Areas, 64.3% Discount Off Manufacturer?s Most Current Published List Price; price list location - 3PS - Sent

www.////////////.///) - Plumbing Parts and Supplies

NIGP Code: 670-57
Plumbing Equipment, Accessories and Supplies (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$0.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

591-595 of 595
111 112 113 114 115 116 117 118 119

Exit

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Seller Seller Administrator

November 7, 2011 3:51:59 PM MST

TROY LEWALLEN

NIGP Code Browse | My Account | Customer Service | About

Home POs Bids Contracts Quotes

Master Blanket Purchase Order EPS090016-2-A1

Change Order #:	3	Posted Date:	04/22/2011 04:40:45 PM
Comment:	In accordance with Special Terms and Conditions, Paragraph 3, Contract Extension, the contract is hereby extended through July 7, 2012. All other Terms and Conditions remain unchanged.	Posted User:	Brian Ball
Created User:	Brian Ball	Created Date:	04/22/2011 04:39:44 PM
Note to Vendor:	In accordance with Special Terms and Conditions, Paragraph 3, Contract Extension, the contract is hereby extended through July 7, 2012. All other Terms and Conditions remain unchanged. Control Changes: 1. End date changed to 07/07/2012.		

Approval Path

Delete	Approver	Order Sequence	Approval Path ID	Level	Approver Type	Date Requested	Date Approved/Disapproved	Approved/Disapproved/Canceled by	Comment View

There are no approval paths found for this change order.

Cancel & Exit | Print

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instance-2

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FERGUSON ENTERPRISES, INC.

[Materials Order(s)]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Keller Electrical Industries, Inc.

MEETING DATE:
December 12, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize water well and HVAC pump/motor repair, overhaul, and replacement services from Keller Electric Industries through a Cooperative Purchasing Agreement for a maximum aggregate amount not to exceed $250,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The city has well pumps and motors, as well as HVAC units at the water production facilities. These items need to have both preventative and corrective maintenance performed by an outside vendor. There is also the need to have unexpected repairs, electrical work, and maintenance for the wells, motors, and pumps as failures may occur during normal operations. With a contract in place using an outside contractor, safety, troubleshooting, and repair needs can be met for a wide range of potential water issues, allowing a well or pump to be returned to service as quickly as possible, which is paramount to providing reliable service to the city's residents. Keller Electric Industries offers the preventative and corrective maintenance services needed. Keller will also be used to optimize the operations and maintenance of the water production facilities.

DISCUSSION:

The City of Avondale has secured contract pricing with Keller Electric Industries to provide well and HVAC pump/motor repairs, overhauls and replacements as needed. After a competitive bid process, Maricopa County entered into Contract No. 10019-S. The initial term of the contract is in effect until May 2013 and provides for (3) one year renewal options. The City is permitted under Section 25-24 of the City Code to procure services under the Maricopa County Contract without further public bidding. The Maricopa County Contract permits its cooperative use by other governmental agencies including the City of Avondale.

BUDGETARY IMPACT:

The Water Production Staff estimates $50,000 in expenditures for these types of repairs, overhauls and replacements per fiscal year, for a cumulative total over the contract period not to exceed $250,000, subject to budget approval. The funding for the services obtained under this Cooperative Purchasing Agreement is available in the Water Production Budget: 501-9122-00-6740.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Keller Electric Industries in a maximum aggregate amount not to exceed $250,000.00 for water well and HVAC pump/motor repair, overhaul, and replacement services and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- CPA

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KELLER ELECTRICAL INDUSTRIES, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of December 12, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Keller Electrical Industries, an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, a political subdivision of the State of Arizona (the "County"), entered into Contract No. Serial 10019-S awarded May 26, 2010, (the "County Contract") for the Contractor to provide water well, HVAC pump and electric motor repair, overhaul and replacement materials and services. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such goods and services under the County Contract, at its discretion and with the agreement of the awarded Contractor, and the County Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the County Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with water well, HVAC pump and electric motor repair, overhaul and replacement materials and services, as more particularly set forth in Section 2 below (the "Materials and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and 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 are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 31, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the County Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the County Contract has been extended pursuant to its renewal options, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and

(iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the County Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the County Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written acknowledgment between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the County Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the County Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the County Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the County Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all return costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $50,000.00 for

Materials and Services at the unit rates as set forth in the County Contract. The maximum aggregate amount for this Agreement shall not exceed $250,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the County Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the County Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, 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 (all of 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 (i) 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 (ii) 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 Section, 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 Section. 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 Section 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 their 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 the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled 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, the 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 a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the County Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the County Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the County Contract, or by law, or the City's acceptance of and payment for Materials or Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the County 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 Agreement.

12. Indemnification; Insurance. To the extent provided under the County Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the County, and such rights, privileges, insurance coverage and indemnifications shall inure 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 any

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

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

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, 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

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

KELLER ELECTRICAL INDUSTRIES, INC.,
an Arizona corporation

By:_____

Name: Jim W. Everson

Title: V.P. / CFO.

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November 28, 2011, by Jim Everson, as Vice President of KELLER ELECTRICAL INDUSTRIES, INC., an Arizona corporation, on behalf of the corporation.

LEEANN JOHANSSON
Notary Public, State of Arizona
Maricopa County
My Commission Expires
March 31, 2012

(affix notary seal here)

Leeann Johansson
Notary Public in and for the State of Arizona

1623624.2

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KELLER ELECTRICAL INDUSTRIES, INC.

[County Contract]

See following pages.

SERIAL 10019-S **WATER WELL AND HVAC PUMP AND MOTOR REPAIR, OVERHAUL AND REPLACEMENT**

DATE OF LAST REVISION: June 16, 2010 **CONTRACT END DATE: May 31, 2013**

CONTRACT PERIOD THROUGH May 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WATER WELL AND HVAC PUMP AND MOTOR REPAIR, OVERHAUL AND REPLACEMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 26,2010.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____

Wes Baysinger, Chief Procurement Officer
Materials Management

CH/df
Attach

Copy to: Materials Management
Richard Crago, Facilities Management

(Please remove Serial 04187-S from your contract notebooks)

1.0 INTENT:

1.1 The intent of this invitation for bids is to source local contractor(s) to provide the services identified below. Bidders may bid a group individually or in total.

Group 1: Pumps only, combination pump and electric motor units -- repairs, overhaul, or replacement. The term *pump and motor* refers to the complete unit, wherein the pump and motor are considered one.

Group 2: Electric motor only -- repairs, overhaul, or replacement (fractional and whole horsepower, AC or DC)

Group 3: Water well -- inspection, repair, and drilling. NOTE: Pumps, motors, or combination units at well sites are specifically for the well drilling contractors only, and not part of the other group services.

These devices are utilized in water well use, water supply environments, sewage treatment environments, and HVAC applications.

1.2 This contract may be used for, or a combination of:

1.2.1 The contractor to remove, and install, with all work for repairs, overhaul, or new replacement performed by the Contractor,

1.2.2 The County to remove and install, take to Contractor's shop, for the purpose of repairing, overhauling or replacement, or

1.2.3 As a commodities contract for the purchase of new pump units or electric motors and related equipment sold as cost, plus a percentage.

1.2.4 Water well repairs and/or increased depth adjustments.

1.2.5 Repairs to pressure system or distribution system, and repairs to electric controls and protective devices

1.2.6 Repair, overhaul, or replacement of other pump types, but not limited to:
Split case
Centrifugal
Turbine
Vane
Diaphragm
Rotary
Submersible sump pumps
Multi-stage systems
High-pressure booster pumps and stations
Chopper pumps

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.18 and 2.19, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to complete the specifications herein

2.2 SERVICE HOURS:

REGULAR BUSINESS HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY & HOLIDAYS shall be work performed during Sundays or during any County holiday.

2.3 SERVICE GROUPS:

2.3.1 Group 1 – Pumps, combination pump and electric motor units -- repairs, overhaul, or replacement:
On-site or in-shop, provides repairs to, or replaces pump devices. This service is for bidders who have the capability to repair and/or replace the pump or the pump and motor devices in the field -or- provide shop only work. Should contractor provide shop only work, the County will be responsible for delivery to contractor's shop. If contractor has the capability of fieldwork, a complete service truck inventoried with tools/parts is critical.

The Contractor shall troubleshoot, make repairs, provide machinist work, and provide welding if needed, and/or removal of pump to Contractor's shop if needed.
If contractor, who has the capability of fieldwork, upon initiating work, determines equipment requires shop work, the Contractor shall incur pickup/delivery charges.

Warranty for this service:
If contractor is field capable -- warranty service on-site.
If contractor is shop only capable, warranty will require County to deliver to contractor's shop.
All equipment repaired or overhauled shall carry a 90-day warranty.
All equipment replaced new shall carry a 1-year warranty.
All work shall be free of defects in materials and workmanship.

2.3.2 Group 2 – Electric Motors:
On-site or in-shop, provides repairs to, or replaces electric motors. This service is for bidders who have the capability to repair and/or replace the electric motor and devices in the field -or- provide shop only work. Should contractor provide shop only work, the County will be responsible for delivery to the contractor's shop. If contractor has the capability of fieldwork, a complete service truck inventoried with tools/parts is critical.

Warranty for this service:
If contractor is field capable -- warranty service on-site.
If contractor is shop only capable, warranty will require County to deliver to contractor's shop.
All equipment repaired or overhauled shall carry a 90-day warranty.
All equipment replaced new shall carry a 1-year warranty.
All work shall be free of defects in materials and workmanship.

2.3.3 Group 3 – Water Well Inspection, Repair, and Drilling
This service is for contractors who have the equipment, staff and expertise to inspect, repair, and drill water wells. This shall require a drill rig capable of depths to 1,000 feet with a twelve (12) ton capacity. Depths exceeding 1,000 feet are not a part of this contract and will be the responsibility of Maricopa County to determine the manner in which they are handled.

Well piping photography is priced per occurrence in Attachment A, PRICING.

Water well services to include mobilization, brushing, swabbing, and clean out.

Also included is additional drilling to increase the depth of an existing well. This contract is NOT for drilling a new well. Additionally, deep well inspection services must be provided by the Contractor on an as needed basis

Warranty for water well service:
All equipment repaired or overhauled shall carry a 90-day warranty.
All equipment replaced new shall carry a 1-year warranty.
All work shall be free of defects in materials and workmanship.

2.4 RESPONSE TIMES:

2.4.1 Response time to all field service work (§2.3.1 and 2.3.2) during business hours shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during business hours, which shall be two (2) hours. *After Hours* and *Sunday and Holiday* request shall have a three (3) hour response time. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

2.4.2 Response time to all field service work (§2.3.3) during business hours shall be within twenty-four (24) hours on-site after Contractor receives request from the County department.

2.5 PROJECT WORK AND TIME & MATERIALS:

2.5.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. Project work will pertain to either Group 1, 2, or 3. The contractor assigned to these groups shall inspect the site and job requirements. For shop work on electric motors, provide a cost for major overhauls. The contractor assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work –or – shall meet with the County agency, discuss what needs to be done, and present the County with a written quote. If the contractor is given a County quote sheet from the requesting agency, the Contractor is not to submit their own project quote sheets - only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope of Work for projects are those labor rates established in Attachment A, PRICING.

2.5.2 The County's project quote sheet will contain the following information:

The contract serial number and name;
Name and address of site;
FMD site ID number;
Detailed scope of work,
Other information relative to the SOW,
Project cost line item,
Check box for "will quote" or "will not quote" the project,
Deadlines for quote delivery,
Signature line for both the County and the Contractor

2.5.3 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project <u>must be in writing</u>, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

2.5.4 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project

work. If project work, do not itemize labor and materials. ALL CONSTRUCTION TAXES SHALL BE A COMPONENT OF THE TOTAL PROJECT COST AND NOT A SEPARATE LINE ITEM.

2.5.5 The Contractor shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.

2.5.6 After receipt of Contractor's project quote, a quote mistake based on error in judgment may not be corrected or withdrawn.

2.5.7 This contract shall also be used for time and materials work (under $5,000) and priced per hour as bid. The threshold from time and materials to project work shall be $5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.

2.6 SHIPPING CHARGES:

All sales are FOB Destination to the County. The contractor shall retain title and control of all goods until they are delivered (or picked up at the contractor's store) and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the contractor. The County will notify the contractor of any damaged goods and shall assist the contractor in arranging for inspection of the goods.

Delivery is required F.O.B. Destination within 7 days for products common to the industry. The County will pay shipping for *special order, non-stocked, or products not common to the industry* -- for these items delivery shall be 14 days.

2.7 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

2.8 SERVICE TRAVEL CHARGES:

All services performed outside a 25-mile radius from the Facilities Management office (401 W. Jefferson St., Phoenix, AZ) may incur a higher labor rate. Provisions have been made in ATTACHMENT A, PRICING. Mileage charges are not to be allowed.

2.9 DAMAGE TO COUNTY PROPERTY:

The contractor, while having possession of County pumps/motors and/or related equipment, shall be responsible for said equipment and damage incurred by any cause.

When on County property, the Contractor shall make necessary repairs to pumps, motors, and related equipment in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor

2.10 EMPLOYEES OF THE CONTRACTOR

No one except authorized employees of the contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by

acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the contractor.

2.11 BACKGROUND CHECK:

A background check will be a requirement for all employees of Contractor's staff providing services on-site to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this requirement.

2.12 USAGE REPORT:

Upon request the Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.13 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.14 INVOICES AND PAYMENTS:

2.14.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.14.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.14.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/) .

2.14.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.15 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.17 FUEL COST PRICE ADJUSTMENT:

2.17.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.17.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.17.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.17.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.17.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.17.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: http://www.eia.doe.gov/

2.17.7 The computation of the fuel surcharge amount shall be determined as follows:

2.17.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.17.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.17.7.3 The surcharge shall be added as a separate line item to the invoice.

2.18 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings,

relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher

rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to

prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

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	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	☐	☑	0%
FUEL COMPRISES 0% OF TOTAL BID AMOUNT.			

PRICING SHEET: NIGP CODE 9360001

GROUP 2 - ELECTRIC MOTORS (Labor During Business Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-6-01	Field Repairs	$55.00	hour	Within 25 mi. radius	
10019-S-6-02	Pump Rig with (1) Operator and (2) Helpers	$165.00	hour	Within 25 mi. radius	Crane
10019-S-6-03	Crane with (1) Operator and (2) Helpers	$120.00	hour	Within 25 mi. radius	Crane/Boom Truck
10019-S-6-04	Service Truck with (1) Electrician/Technician	$55.00	hour	Within 25 mi. radius	
10019-S-6-05	Shop Repairs	$45.00	hour	Within 25 mi. radius	
10019-S-6-06	Field Repairs	$55.00	hour	Outside 25 mi. radius	
10019-S-6-07	Pump Rig with (1) Operator and (2) Helpers	$165.00	hour	Outside 25 mi. radius	Crane
10019-S-6-08	Crane with (1) Operator and (2) Helpers	$120.00	hour	Outside 25 mi. radius	Crane/Boom Truck
10019-S-6-09	Service Truck with (1) Electrician/Technician	$55.00	hour	Outside 25 mi. radius	
10019-S-6-10	Shop Repairs	$45.00	hour	Outside 25 mi. radius	

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GROUP 2 - ELECTRIC MOTORS (Labor After Business Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-7-01	Field Repairs	$74.00	hour	Within 25 mi. radius	
10019-S-7-02	Pump Rig with (1) Operator and (2) Helpers	$222.00	hour	Within 25 mi. radius	Crane - 4 Hour Minimum
10019-S-7-03	Crane with (1) Operator and (2) Helpers	$162.00	hour	Within 25 mi. radius	Crane/Boom Truck - 4 Hour Minimum
10019-S-7-04	Service Truck with (1) Electrician/Technician	$74.00	hour	Within 25 mi. radius	4 Hour Minimum
10019-S-7-05	Shop Repairs	$60.75	hour	Within 25 mi. radius	4 Hour Minimum
10019-S-7-06	Field Repairs	$74.00	hour	Outside 25 mi. radius	4 Hour Minimum
10019-S-7-07	Pump Rig with (1) Operator and (2) Helpers	$222.00	hour	Outside 25 mi. radius	Crane - 4 Hour Minimum
10019-S-7-08	Crane with (1) Operator and (2) Helpers	$162.00	hour	Outside 25 mi. radius	Crane/Boom Truck - 4 Hour Minimum
10019-S-7-09	Service Truck with (1) Electrician/Technician	$74.00	hour	Outside 25 mi. radius	4 Hour Minimum
10019-S-7-10	Shop Repairs	$60.75	hour	Outside 25 mi. radius	4 Hour Minimum
GROUP 2 - ELECTRIC MOTORS (Labor Weekend and Holiday Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-8-01	Field Repairs	$74.00	hour	Within 25 mi. radius	4 Hour Minimum
10019-S-8-02	Pump Rig with (1) Operator and (2) Helpers	$222.00	hour	Within 25 mi. radius	Crane - 4 Hour Minimum
10019-S-8-03	Crane with (1) Operator and (2) Helpers	$162.00	hour	Within 25 mi. radius	Crane/Boom Truck - 4 Hour Minimum
10019-S-8-04	Service Truck with (1) Electrician/Technician	$74.00	hour	Within 25 mi. radius	4 Hour Minimum
10019-S-8-05	Shop Repairs	$60.75	hour	Within 25 mi. radius	4 Hour Minimum

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10019-S-8-06	Field Repairs	$74.00	hour	Outside 25 mi. radius	4 Hour Minimum
10019-S-8-07	Pump Rig with (1) Operator and (2) Helpers	$222.00	hour	Outside 25 mi. radius	Crane - 4 Hour Minimum
10019-S-8-08	Crane with (1) Operator and (2) Helpers	$162.00	hour	Outside 25 mi. radius	Crane/Boom Truck - 4 Hour Minimum
10019-S-8-09	Service Truck with (1) Electrician/Technician	$74.00	hour	Outside 25 mi. radius	4 Hour Minimum
10019-S-8-10	Shop Repairs	$60.75	hour	Outside 25 mi. radius	4 Hour Minimum
GROUP 2 - ELECTRIC MOTORS (Parts, etc)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-9-01	Electric motors, new, Cost plus:	12.00%	each	Cost Plus Percentage	
10019-S-9-02	Electric motor components, parts, belts, etc. Cost plus:	12.00%	each	Cost Plus Percentage	
10019-S-9-03	Return charges:	0.00%	each	Cost Plus Percentage	Keller Stock - Non Stock and Special Orders Restocking fee determined by Manufacturer

KELLER ELECTRICAL INDUSTRIES, 4206 EAST WINSLOW, PHOENIX, AZ 85040

Terms:	NET 30
Vendor Number:	W000011306 X
Telephone Number:	602-437-3015
Fax Number:	602-437-8163
Contact Person:	Darcy Wekell
E-mail Address:	dwekell@kellerelectrical.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **May 31, 2013.**

WEBER GROUP, L.C., 16825 SOUTH WEBER DRIVE, CHANDLER, AZ 85226-4112

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☐	☑	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	☐	☑	0%
FUEL COMPRISES 17% OF TOTAL BID AMOUNT.			

PRICING SHEET: NIGP CODE 9360001

GROUP 1 - PUMPS ONLY, PUMP AND MOTOR COMBINATION UNITS (Labor During Business Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-1-01	Field Repairs	$60.00	hour	Within 25 mi. radius	
10019-S-1-02	Pump Rig with (1) Operator and (2) Helpers	$145.00	hour	Within 25 mi. radius	
10019-S-1-03	Crane with (1) Operator and (2) Helpers	$110.00	hour	Within 25 mi. radius	
10019-S-1-04	Service Truck with (1) Electrician/Technician	$70.00	hour	Within 25 mi. radius	
10019-S-1-05	Shop Repairs	$55.00	hour	Within 25 mi. radius	
10019-S-1-06	Field Repairs	$60.00	hour	Outside 25 mi. radius	
10019-S-1-07	Pump Rig with (1) Operator and (2) Helpers	$145.00	hour	Outside 25 mi. radius	
10019-S-1-08	Crane with (1) Operator and (2) Helpers	$110.00	hour	Outside 25 mi. radius	
10019-S-1-09	Service Truck with (1) Electrician/Technician	$70.00	hour	Outside 25 mi. radius	
10019-S-1-10	Shop Repairs	$55.00	hour	Outside 25 mi. radius	
GROUP 1 - PUMPS ONLY, PUMP AND MOTOR COMBINATION UNITS (Labor After Business Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-2-01	Field Repairs	$90.00	hour	Within 25 mi. radius	
10019-S-2-02	Pump Rig with (1) Operator and (2) Helpers	$155.00	hour	Within 25 mi. radius	
10019-S-2-03	Crane with (1) Operator and (2) Helpers	$155.00	hour	Within 25 mi. radius	
10019-S-2-04	Service Truck with (1) Electrician/Technician	$90.00	hour	Within 25 mi. radius	
10019-S-2-05	Shop Repairs	$75.00	hour	Within 25 mi. radius	
10019-S-2-06	Field Repairs	$90.00	hour	Outside 25 mi. radius	

WEBER GROUP, L.C., 16825 SOUTH WEBER DRIVE, CHANDLER, AZ 85226-4112

10019-S-2-07	Pump Rig with (1) Operator and (2) Helpers	$155.00	hour	Outside 25 mi. radius	
10019-S-2-08	Crane with (1) Operator and (2) Helpers	$155.00	hour	Outside 25 mi. radius	
10019-S-2-09	Service Truck with (1) Electrician/Technician	$90.00	hour	Outside 25 mi. radius	
10019-S-2-10	Shop Repairs	$75.00	hour	Outside 25 mi. radius	
GROUP 1 - PUMPS ONLY, PUMP AND MOTOR COMBINATION UNITS (Labor Weekend and Holiday Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-3-01	Field Repairs	$100.00	hour	Within 25 mi. radius	
10019-S-3-02	Pump Rig with (1) Operator and (2) Helpers	$175.00	hour	Within 25 mi. radius	
10019-S-3-03	Crane with (1) Operator and (2) Helpers	$150.00	hour	Within 25 mi. radius	
10019-S-3-04	Service Truck with (1) Electrician/Technician	$100.00	hour	Within 25 mi. radius	
10019-S-3-05	Shop Repairs	$75.00	hour	Within 25 mi. radius	
10019-S-3-06	Field Repairs	$100.00	hour	Outside 25 mi. radius	
10019-S-3-07	Pump Rig with (1) Operator and (2) Helpers	$175.00	hour	Outside 25 mi. radius	
10019-S-3-08	Crane with (1) Operator and (2) Helpers	$150.00	hour	Outside 25 mi. radius	
10019-S-3-09	Service Truck with (1) Electrician/Technician	$100.00	hour	Outside 25 mi. radius	
10019-S-3-10	Shop Repairs	$75.00	hour	Outside 25 mi. radius	
GROUP 1 - PUMPS ONLY, PUMP AND MOTOR COMBINATION UNITS (Parts, etc)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-4-01	Pump, New	20.00%	each	Cost Plus Percentage	
10019-S-4-02	Pump components, parts, belts, etc.	20.00%	each	Cost Plus Percentage	
10019-S-4-03	Return Charges	10.00%	each	Cost Plus Percentage	
10019-S-4-04	Returns Within:	$0.00	day	Returns within: (days)	We are not sure what this is asking, but returns will be charged 10% if returned within 15 days from purchase,
GROUP 3 -- WATER WELL REPAIR, INSPECTION AND DRILLING (Labor During Business Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-11-01	Drilling Rig rate (Cable or Rotary):	$175.00	hour	Within 25 mi. radius Up to 1,000 ft. depth Well drilling (deepening existing well), Rehabilitation, Brushing, Swabbing, etc. (Includes labor for up to a (3) man crew.)	

WEBER GROUP, L.C., 16825 SOUTH WEBER DRIVE, CHANDLER, AZ 85226-4112

10019-S-11-02	Drilling Rig rate (Cable or Rotary):	$175.00	hour	Outside 25 mi. radius Up to 1,000 ft. depth Well drilling (deepening existing well), Rehabilitation, Brushing, Swabbing, etc. (Includes labor for up to a (3) man crew.)	
10019-S-11-03	Mobilization, demobilization, equipment, materials and labor	$1,800.00	job	Within 25 mi. radius crew. Labor for up to a three (3) man crew.	
10019-S-11-04	Mobilization, demobilization, equipment, materials and labor	$1,800.00	job	Outside 25 mi. radius. Labor for up to a three (3) man crew	
GROUP 3 -- WATER WELL REPAIR, INSPECTION AND DRILLING (Labor Weekend and Holiday Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-12-01	Drilling Rig rate (Cable or Rotary):	$235.00	hour	Within 25 mi. radius Up to 1,000 ft. depth Well drilling (deepening existing well), Rehabilitation, Brushing, Swabbing, etc. (Includes labor for up to a (3) man crew.)	
10019-S-12-02	Drilling Rig rate (Cable or Rotary):	$235.00	hour	Outside 25 mi. radius Up to 1,000 ft. depth Well drilling (deepening existing well), Rehabilitation, Brushing, Swabbing, etc. (Includes labor for up to a (3) man crew.)	
10019-S-12-03	Mobilization, demobilization, equipment, materials and labor	$2,200.00	job	Within 25 mi. radius crew. Labor for up to a three (3) man crew	

WEBER GROUP, L.C., 16825 SOUTH WEBER DRIVE, CHANDLER, AZ 85226-4112

10019-S-12-04	Mobilization, demobilization, equipment, materials and labor	$235.00	job	Outside 25 mi. radius. Labor for up to a three (3) man crew	
10019-S-12-05	Shop Repairs	$90.00	hour	Within 25 mi. radius, Covers all shop work , machine work, etc. associated with Group 3 services	
10019-S-12-06	Shop Repairs	$90.00	hour	Outside 25 mi. radius, Covers all shop work , machine work, etc. associated with Group 3 services	
GROUP 3 -- WATER WELL REPAIR, INSPECTION AND DRILLING (Labor After Business Hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-13-01	Drilling Rig rate (Cable or Rotary):	$235.00	hour	Within 25 mi. radius Up to 1,000 ft. depth Well drilling (deepening existing well), Rehabilitation, Brushing, Swabbing, etc. (Includes labor for up to a (3) man crew.)	
10019-S-13-02	Drilling Rig rate (Cable or Rotary):	$235.00	hour	Outside 25 mi. radius Up to 1,000 ft. depth Well drilling (deepening existing well), Rehabilitation, Brushing, Swabbing, etc. (Includes labor for up to a (3) man crew.)	
10019-S-13-03	Mobilization, demobilization, equipment, materials and labor	$2,200.00	job	Within 25 mi. radius crew. Labor for up to a three (3) man crew	

WEBER GROUP, L.C., 16825 SOUTH WEBER DRIVE, CHANDLER, AZ 85226-4112

10019-S-13-04	Mobilization, demobilization, equipment, materials and labor	$2,200.00	job	Outside 25 mi. radius. labor for up to a three (3) man crew	
GROUP 3 -- WATER WELL REPAIR, INSPECTION AND DRILLING (Other services, only during business hours)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-14-01	Color Video Recording (for inspection purposes)	$500.00	job	Within 25 mi. radius	
10019-S-14-02	Color Video Recording (for inspection purposes)	$500.00	job	Outside 25 mi. radius	
GROUP 3 -- WATER WELL REPAIR, INSPECTION AND DRILLING (Parts, etc.)					
Bid	Title	Price	UofM	Description	Bidder Notes
10019-S-15-01	Well components, parts	20.00%	each	Cost Plus Percentage	

Terms:	NET 30
Vendor Number:	W000002150 X
Telephone Number:	480-961-1141
Fax Number:	480-961-0290
Contact Person:	Susan Kuzmik
E-mail Address:	gabe@webergrouplc.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **May 31, 2013.**

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
KELLER ELECTRICAL INDUSTRIES, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Southwest Energy Sytems LLC

MEETING DATE:
December 12, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize electric acceptance testing, repairs and replacement services from Southwest Energy Systems, LLC through a Cooperative Purchasing Agreement for a maximum aggregate amount not to exceed $180,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City has performed an ARC Flash analysis at the collections lift stations, water production sites, and the Wolf treatment plant in order to comply with the National Electric Code (NEC), the National Fire and Protection Association (NFPA) -70E, and OSHA standards and requirements. The findings show that many of the areas evaluated are in need of changes, improvements, and upgrades to the electrical systems in order to provide optimum efficiency and increased safety in operation of the various high and low voltage electrical equipment and systems. By having a contract in place with an outside contractor, the safety, troubleshooting, replacements, and repair needs can be met at the various sites. In addition, the study provided the department with a template and recommendations to follow in making these changes, and putting these upgrades into service as quickly as possible. It will also provide increased longevity to the electrical equipment, and overall efficiency in operations. Southwest Energy Systems, LLC offers the preventative and maintenance services that are needed at the various facilities. This contract will provide corrective actions in a timely, scheduled manner based on safety and available budget.

DISCUSSION:

The City of Avondale has secured contract pricing with Southwest Energy Systems, LLC to provide acceptance testing, repairs and replacements as needed. After a competitive bid process, Maricopa County entered into Contract No. 090709-S. The initial term of the contract is in effect until October 2012 and provides for (3) one year renewal options. The City is permitted under Section 25-24 of the City Code to procure services under the Maricopa County Contract without further public bidding. The Maricopa County Contract permits its cooperative use by other governmental agencies including the City of Avondale.

BUDGETARY IMPACT:

The Water Resources Staff estimates $45,000 in expenditures for these types of repairs, upgrades and replacements per fiscal year, for a cumulative total over the contract period not to exceed $180,000.00 subject to budget approval. The funding for the services obtained under this Cooperative Purchasing Agreement is available in the Water Production Budget: 501-9122-00-6180, Collections Budget 503-9200-00-6180, and Water Reclamation Facility Budget, 503-9230-00-6180.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Southwest Energy Systems, LLC for electric acceptance testing, repairs and replacement services in a maximum aggregate amount not to exceed $180,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Southwest Energy Systems approval letter
- Cooperative Purchasing Agreement

Corporate Office
2231 E. Jones Ave., Suite A
Phoenix, AZ 85040
Office: (602) 438-7500
Fax: (602) 438-7501
Member Firm

yolanda@southwestenergysystems.com

October 31, 2011

Todd Carpenter
City of Avondale
4800 S. Dysart Road
Avondale, AZ 85323

Dear Mr. Carpenter,

This letter is to confirm that Southwest Energy Systems is willing to honor the Intergovernmental Cooperative Purchase Agreement clause of our contract with Maricopa County dated October 22, 2009 (Serial 09079 S).

We hereby give our approval for the City of Avondale to enter into an agreement and purchase our services under the same terms and conditions of the above referenced contract.

Please contact me if you have any questions.

Sincerely,

Robert Sheppard
General Manager

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST ENERGY SYSTEMS, LLC

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of December 12, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Southwest Energy Systems, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, a political subdivision of the State of Arizona (the "County"), entered into Contract No. Serial 09079-S awarded October 22, 2009 (the "County Contract"), for the Contractor to provide electrical testing, inspection and engineering services for A/C and D/C electronics and any materials necessary to provide such services. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such goods and services under the County Contract, at its discretion and with the agreement of the awarded Contractor, and the County Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the County Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with electrical testing and engineering services and materials, as more particularly set forth in Section 2 below (the "Materials and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and 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 are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 31, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the County Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the County Contract has been extended pursuant to its renewal

options, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the County Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the County Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written acknowledgment between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the County Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the County Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the County Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the County Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all return costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $45,000.00 for Materials and Services at the unit rates as set forth in the County Contract. The maximum aggregate amount for this Agreement shall not exceed $180,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the County Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the County Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, 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 (all of 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 (i) 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 (ii) 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 Section, 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 Section. 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 Section 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 their 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 the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be canceled 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, the 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 a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the County Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the County Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the County Contract, or by law, or the City's acceptance of and payment for Materials or Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the County 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 Agreement.

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

[SIGNATURES ON FOLLOWING PAGES]

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

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, 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

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

SOUTHWEST ENERGY SYSTEMS, LLC,
an Arizona limited liability company

By: _____

Name: Robert Sheppard

Title: General Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November 17, 2011, by Robert Sheppard, as General Manager of SOUTHWEST ENERGY SYSTEMS, LLC, an Arizona limited liability company, on behalf of the company.

Yolanda Kavanagh
Notary Public in and for the State of Arizona

(affix notary seal here)

Yolanda Kavanagh
Notary Public - ARIZONA
MARICOPA COUNTY
My Commission Expires
October 8, 2012

1623311.2

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST ENERGY SYSTEMS, LLC

[County Contract]

See following pages.

SERIAL 09079 S ELECTRICAL TESTING AND INSPECTION, A/C AND D/C

DATE OF LAST REVISION: October 22, 2009 CONTRACT END DATE: October 31, 2012

CONTRACT PERIOD THROUGH OCTOBER 31, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRICAL TESTING AND INSPECTION, A/C AND D/C**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 22, 2009.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Director
Materials Management

CH/bg
Attach

Copy to: Materials Management
Richard Crago, Facilities Management

(Please remove Serial 03022-S from your contract notebooks)

INVITATION FOR BID FOR: ELECTRICAL TESTING AND INSPECTION, A/C AND D/C

1.0 INTENT:

The intent of this Solicitation is to obtain the all inclusive services of an independent voltage electrical testing firm or independent electrical consulting firm to provide NETA certified acceptance testing for short-circuit and coordination studies, and a purpose of performing inspections and tests on low and high voltage electrical equipment and systems for A/C and D/C electronics (i.e., switchgear, switchboards, ground faults, circuit breakers, ground, protective devises, transformers, cabling, etc.) ensuring they are operational and within industry and manufacture's tolerances. Also, to provide high voltage services, such as, but not limited to: cable fault location, load surveys, transformer oil analysis and predictive maintenance.

All County departments may use this contract for electronic equipment repair service. Facilities Management is not responsible for contract administration for services requested by other County agencies.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.16 and 2.17 below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SPECIFICATIONS:

2.1 Contractor shall provide all test equipment, tools, labor, supervision, materials, transportation, and all effort necessary to carry out the specifications herein.

2.2 Hours of service:

REGULAR SERVICE shall be work performed at regular County business hours (6:00 AM to 6:00 PM), Monday through Friday, excluding County holidays.

AFTER HOURS SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY & HOLIDAY SERVICE shall be work performed during Sunday or during any County holiday.

Due to the nature of many County facilities operating on a seven/twenty-four schedule, each contractor awarded this bid shall make available to the County electrical services 365 days per year, 24 hours per day.

2.3 Response time for a requested service call shall be six (6) hours (on-site) after Contractor receives request from FMD for REGULAR hours, and three (3) hour respond on-site for calls AFTER HOURS. There shall also be a two (2) hour on-site response for any call during REGULAR hours if requested as an EMERGENCY.

2.4 Testing will encompass the following voltages:
(a) Low Voltage, 600V AC maximum: Residential/Commercial
(b) Medium/High voltage, 600V+ to a maximum 15KV: Commercial/Industrial
(c) All D/C electric applications

2.5 Some specifications listed herein have been obtained from the Maintenance Testing Specifications booklet printed by the International Electrical Testing Association.

2.6 The County will furnish the Contractor any protective device setting sheets, complete set of electrical plans, specifications, and any pertinent change orders -- if these items are available.

2.7 All tests shall be performed with apparatus de-energized except where otherwise specifically required. The Contractor must have the ability to test high voltage cables while hot when requested by the County (See §2.13).

2.8 Upon completion of test, the Contractor shall provide the County a written study report of all tests and shall assemble and certify a final test report.

The report shall include the following:
(a) Summary of project,
(b) Description of equipment tested,
(c) Test results, and
(d) Analysis and recommendations.

2.9 Short-circuit Analysis:
Contactor shall supply a complete short-circuit study, equipment-interrupting or withstand evaluation, and a protective-device coordination study for the electrical distribution system.

2.10 The studies shall include all portions of the electrical distribution system from normal and alternate sources of power throughout the low-voltage distribution system. Normal system operating method, alternate operation, and operations, which could result in maximum-fault conditions, shall be thoroughly covered in the study.

2.11 Partial Discharge Surveys:
The Contractor, when requested by the County, must have the ability to provide a partial discharge survey to test for the magnitude of deterioration of cable shielding. This survey is to ascertain the location of electrical discharge(s) to ground while the cable is hot and under load, whether buried or aboveground, for short and long runs.

2.12 Project Work and Time and Materials:

2.12.1 Project work shall mean electrical testing performed as an all-inclusive price, and not time and materials. The Contractor shall meet with the FMD staff at the site to ascertain what test/study/report/analysis is to be performed. Based on the Contractor's inspection of the work, a written scope of work is to be developed by the Contractor with a firm fixed price for the project. The project quote sheet must not contain terms and conditions, nor a signature line of acceptance by the County. All terms and conditions are those established under this agreement. Contractor shall be compensated for additional work requested that is <u>not detailed in the scope</u> via the labor rates bid in Attachment A, PRICING.

(A) The threshold from time and materials to project work shall be $5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

(B) The project quote sheet will contain the following information:
The contract serial number and name;
Name and address of site;
FMD site number;
Detailed scope of work,
Other information relative to the S-O-W,
Project start/finish time line (optional),
Price

2.12.2 The submitted project price quote shall be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional cost without payment.

2.12.3 Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemed.

2.12.4 Project Price Ceiling Limits:
Projects shall not exceed $150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Materials Management Procurement Officer assigned to this contract, otherwise, the project may be separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.12.5 Time and Materials:
This contract may also be used for time and materials work (not to exceed $5,000) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the type of service they provide (If awarded as a multiple award). The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.13 Delivery:
It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.14 Contractor Requirements:

2.14.1 Contractor's technical staff that will be authorized to perform the test/inspection shall be currently certified by NETA (Up to a Test Technical Level III card if required by the scope of services) or the National Institute for Certification in Engineering Technologies (NICET) in power distribution system testing. Proof of such must accompany bid package.

2.14.2 The Contractor shall be a full member of the International Electrical Testing Association (NETA). Proof of such must accompany bid package.

2.14.3 The Contractor must have been in the electrical power distribution testing business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of these requirements must accompany bid package.

2.14.4 The Contractor's service truck fleet shall carry sufficient supply of test equipment, tools, etc., needed to perform electrical power testing services. These requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.14.5 A Maricopa County Sheriff's Office background check (and other departmental background checks) will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access

areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this requirement.

The ID badges may consist of one or all of the following:
County ID Badge (From the MCSO – this is optional, dependant if contractor performs work in the detention facilities)
Superior Court ID Badge
County Attorney's Office ID Badge

2.14.6 Employees Of The Contractor:
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.14.7 Removal Of Contractor's Employees:
The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.14.8 Invoicing:

All invoicing for time and materials work shall be sent to the County user agency that has requested the services of the Contractor. All T&M invoicing MUST include:

Purchase order number (or P-Card designation);
Terms as bid;
FMD work order
Requester
Contract serial number;
Job site name and address;
FMD Building number;
Description of work performed;
Itemized parts list with detailed description of parts (if applicable);
Price of parts (if applicable);
Total labor hours (i.e., # of hours);
Labor charges as bid;
Extended labor total;
Applicable sales tax on parts only (if applicable);
Grand total of invoice.

Invoicing for project work must contain:
Contract serial number and name;
Purchase order number (or P-Card designation);
FMD work order
Requester
Terms as bid;
Job site name and address;
FMD Building number;
A detailed description of work performed;
Total project cost;
Separate line item for any change orders (if applicable);
Construction tax (optional);
Grand total

All invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.14.8.1 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.14.8.2 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.14.8.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.15 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.16 STRATEGIC ALLIANCE for VOUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must

be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.12.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the

County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.23 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.25 ALTERNATIVE DISPUTE RESOLUTION:

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the

arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.29 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

SERIAL 09079-S

HAMPTON TEDDER TECHNICAL, 3747 W. ROANOKE AVE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	

PRICING SHEET: NIGP CODE 9108205

1.0 PRICING: FIRST CALL

Pricing below is for time and materials, per hour, per field technician. Most work will be project driven.

ITEM DESCRIPTION	EXTENDED PRICE
REGULAR SERVICE:	
1.1 Labor, for test & inspect, field engineer:	$90 /per hr.
AFTER HOURS AND SATURDAY SERVICE:	
1.2 Labor, for test & inspect, field engineer:	$195 /per hr.
SUNDAY AND HOLIDAY SERVICE:	
1.3 Labor, for test & inspect, field engineer:	$195 /per hr.
OTHER SERVICES:	
1.4 Labor for services outside the scope of contract:	$125 /per hr.
1.5 Electrical parts, supplies, equipment purchased by the County, cost plus:	15%

Terms:	NET 30
Vendor Number:	W000003344 X
Telephone Number:	480-967-7765
Fax Number:	480-967-7762
Contact Person:	Linc McNitt
E-mail Address:	linc.mcnitt@hamptontedder.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **October 31, 2012.**

SERIAL 09079-S

SOUTHWEST ENERGY SYSTEMS, LLC., 4100 E. BROADWAY RD, SUITE 160, PHOENIX, AZ 85040

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	

PRICING SHEET: NIGP CODE 9108205

1.0 PRICING: SECOND CALL

Pricing below is for time and materials, per hour, per field technician. Most work will be project driven.

ITEM DESCRIPTION	EXTENDED PRICE
REGULAR SERVICE:	
1.1 Labor, for test & inspect, field engineer:	$115 /per hr.
AFTER HOURS AND SATURDAY SERVICE:	
1.2 Labor, for test & inspect, field engineer:	$145 /per hr.
SUNDAY AND HOLIDAY SERVICE:	
1.3 Labor, for test & inspect, field engineer:	$195 /per hr.
OTHER SERVICES:	
1.4 Labor for services outside the scope of contract:	$115 /per hr.
1.5 Electrical parts, supplies, equipment purchased by the County, cost plus:	15%

Terms:	NET 30
Vendor Number:	W000015703 X
Telephone Number:	602-438-7500
Fax Number:	602-438-7501
Contact Person:	Jeff Militello
E-mail Address:	jeff.militello@southwestenergysystems.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **October 31, 2012.**

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST ENERGY SYSTEMS, LLC

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Professional Services Agreement – URS Corporation

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council approve the First Amendment to the Professional Services Agreement (PSA) with URS Corporation (URS) to provide post design and construction inspection services for the repair of the Van Buren Bridge over the Agua Fria River, authorize the transfer of $10,300 from 304-1260-00-8420 to 304-1012-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale is responsible for inspecting all city bridges bi-annually in accordance with the policies defined in the Federal Highway Administration's National Bridge Standards. On October 15,2007, City Council approved a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale (City) and the Arizona Department of Transportation (ADOT) for the inspection of City bridges.

On March 2010, ADOT inspected the city bridges and concluded that certain bridge repairs were warranted. Although the majority of the recommended repairs are minor, ADOT did document a crack in the west abutment, specifically located in the cap beam at the Van Buren Bridge over the Agua Fria River. Although, there is no immediate danger, the crack in the cap beam at the west abutment required investigation. On May 16, 2011, the City entered into a PSA with URS in the amount of $27,797 to investigate the crack in the west abutment and prepare construction documents for its repair.

On November 7, 2011, City Council awarded a construction contract to Technology Construction, Inc. for the Van Buren Street Bridge Repairs. The construction will involve repairing the cracked west abutment, repairing the diaphragms at the piers, and repairing broken expansion joints.

DISCUSSION:

Due to the technical complexity of this project, staff felt additional services were necessary. URS recently completed the site evaluation and investigation for repairs at the Van Buren Bridge. Based on URS' familiarity with the project and their experience with bridge inspection and construction, staff negotiated a scope of work and fee to provide the following services:

1. Post-design services for west abutment repairs
2. Post-design services for diaphragm repairs
3. Post-design services for expansion joint installation
4. Review of material and shop drawings
5. Construction inspection for the expansion joint installation

Amendment 1 will extend the term of the PSA through June 30, 2012 and increase the total contract amount to $38,097.

SCHEDULE:

Listed below is the tentative schedule for construction:

Construction
Bid Award - November 7, 2011
Begin Construction - January 2012
End Construction - March 2012

BUDGETARY IMPACT:

Funding for Amendment 1 in the amount of $10,300 is available in CIP Street Fund Line Item 304-1260-00-8420, Avondale/McDowell Intersection Improvements and is proposed to be transferred to CIP Street Fund Line Item, 304-1012-00-8420, Bridge Repairs.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the PSA with URS to provide post design and construction inspection services for the repair of the Van Buren Bridge over the Agua Fria River, authorize the transfer of $10,300 from 304-1260-00-8420 to 304-1012-00-8420, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- First Amendment

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of December 12, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and URS Corporation, a Nevada corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into Professional Services Agreement No. 13240 dated April 27, 2011 for site evaluation and investigation repairs at the Van Buren Bridge over the Agua Fria River (the "Agreement").

B. The City has determined that post-design services, as more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference, are necessary to complete the repair work at the Van Buren Bridge over the Agua Fria River (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to (i) extend the term of the Agreement, (ii) modify the scope of work and (iii) increase the Consultant's compensation.

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 City and the Consultant hereby agree to amend the Agreement as follows:

1. Term of Agreement. The term of the Agreement is hereby extended through June 30, 2012.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Amended Scope of Work and Fee Proposal, attached hereto as Exhibit A.

3. Compensation. Consultant's total compensation under the Agreement shall be increased by no more than $10,300.00 from $27,797.00 to $38,097.00 as consideration for the Additional Services as more particularly set forth in Amended Scope of Work and Fee Proposal, attached hereto as Exhibit A.

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

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

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

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

"**City**"

CITY OF AVONDALE, an
Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, 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

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Consultant**"

URS CORPORATION, a Nevada corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011, by _____, as _____ of URS CORPORATION, a Nevada corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

(affix notary seal here)

EXHIBIT A
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

[Amended Scope of Work and Fee Proposal]

See following pages.

November 17, 2011

Charles Andrews
City of Avondale Engineering Department
11465 West Civic Center Drive, Suite 120
Avondale, AZ 85323

Re: Repairs at Van Buren Bridge over Agua Fria River
City of Avondale Purchase Order 63022

Dear Charles:

Per your request we are submitting this cost proposal to perform post-design services for the repair work at the Van Buren Bridge over the Agua Fria River. This cost proposal is a modification to the current Professional Services Agreement (PSA) dated April 27, 2011 between the City of Avondale and URS Corporation.

We propose the following scope of work:

Task 1: Post-Design Services for West Abutment Repairs

We will review three contractor submittals for epoxy materials needed to complete the repairs at the west abutment. These submittals include epoxy for injection into existing cracked concrete, epoxy for anchoring new reinforcing bars into existing concrete, and epoxy for bonding fresh concrete to existing concrete. All other services related to the west abutment repairs are assumed to be performed by City of Avondale personnel.

Task 2: Post-Design Services for Diaphragm Repairs at Piers 2, 5 and 8

We will review one contractor submittal for the patching material needed to complete the diaphragm repairs.

We will identify areas that require repair based on visual inspection of the diaphragms and we will legibly mark the repair limits directly on the diaphragms. We assume each pier will require 8 hours to complete, including travel time to the site.

When the contractor begins the patching operations at the diaphragms, we will observe his patching methods and verify that they are in accordance with the recommendations of the approved patching materials. We estimate 8 hours for these initial observations, after which City of Avondale personnel will take over the role of observing patching observations.

Task 3: Post-Design Services for Expansion Joint Installation at Piers 2, 5 and 8

We will review shop drawings for the expansion joints.

It is our understanding that the contractor has two possible scenarios for installing the expansion joints. The first scenario uses phased traffic control over two consecutive nights in which half of the joint is installed at all three locations during one night and the other half of

URS Corporation
7720 North 16th Street, Suite 100
Phoenix, AZ 85020
Tel: 602.371.1100
Fax: 602.371.1615

the joint is installed at all three locations on the second night. The second scenario uses a full traffic closure over one night in which all joints will be installed. For estimating purposes, we assume the contractor will use the first scenario in which 8 hours of observations will be required for two consecutive nights. Observations will be made by a registered Arizona professional engineer experienced with the installation of expansion joints. The engineer will provide a letter to the City of Avondale certifying that the installation is in accordance with the project documents.

Task 4: Field Meetings and Requests for Information

We assume three field meetings at 4 hours each, including travel time. We also assume 6 hours for responding to Requests for Information (RFI's) submitted by the contractor.

We propose to provide these post-design services for an estimated fee of $12,150.00 as detailed in the accompanying hour and fee estimate. Recognizing that the original PSA budget has $1,850.00 remaining, **the resulting increase to the PSA is $10,300.00**.

Please feel free to contact me with any questions or comments.

Sincerely,
URS Corporation

Russ Stuart, PE
Project Manager

Encl: Hour and fee estimate

URS

Derivation of Cost Proposal Summary
Post-Design Services for Repairs at Van Buren Bridge over Agua Fria River

LABOR

Classification	Person-Hours	Billing Rate	Cost
Project Principal	0	$201.40	$0
Project Manager	51	$154.97	$7,903
Senior Project Engineer	0	$153.54	$0
Construction Engineer	18	$136.95	$2,465
Project Engineer	16	$95.72	$1,532
Designer/CADD	0	$86.87	$0
Administration/Clerical	0	$70.49	$0
Total Hours =	85		
		Total Labor =	**$11,900**

DIRECT EXPENSES

Delivery/Courier	$0	
Reproduction	$0	
Travel		
3 trips for diaphragm marking	$75	
2 trips for expansion joint observation	$50	
3 trips for field meetings	$75	
Meals for Construction Engineer	$50	
	Total Direct Expenses =	**$250**

OUTSIDE SERVICES AND SUBCONSULTANTS

Firm	Cost
Total Outside Services and Subconsultants =	**$0**
TOTAL ESTIMATED FEE:	**$12,150**

This fee proposal is valid for a period of 90 days from the date noted below

Russell A. Stuart

URS CORPORATION
Russ Stuart, PE, Project Manager

11/17/2011

DATE

Post-Design Services for Repairs at Van Buren Bridge over Agua Fria River

Estimated Person Hours

	Project Principal	Project Manager	Senior Project Engineer	Constr Engineer	Project Engineer	Designer /CADD	Clerical/ Admin	Total Hours	Total Fee
Hourly Rate:	$201.40	$154.97	$153.54	$136.95	$95.72	$86.87	$70.49		
Task 1: Post-Design Services for West Abutment Repairs									
Review contractor submittals for epoxy materials		1			4			5	$537.85
Task 2: Post-Design Services for Diaphragm Repairs at Piers 2, 5 and 8									
Review contractor submittal for patching material		1			4			5	$537.85
Identify areas of required diaphragm repair		24						24	$3,719.28
Observe initial patching operations		8						8	$1,239.76
Task 3: Post-Design Services for Expansion Joint Installation at Piers 2, 5 and 8									
Review expansion joint shop drawings		1			6			7	$729.29
Observe expansion joint installation				16				16	$2,191.20
Prepare certification letter				2				2	$273.90
Task 4: Field Meetings and RFI's									
Field meetings (assume 3 meetings @ 4 hours including travel)		12						12	$1,859.64
Respond to contractor requests for information		4			2			6	$811.32
Totals	**0**	**51**	**0**	**18**	**16**	**0**	**0**	**85**	**$11,900.09**

CITY COUNCIL REPORT

SUBJECT:
Resolution 3023-1211 - First Amendment to Intergovernmental Agreement with ADOT for Safe Routes To School Cycle 2 Grant

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing the First Amendment to the Intergovernmental Agreement (IGA)with Arizona Department of Transportation (ADOT) for the purpose of implementing the Safe Routes to School (SRTS) Cycle 2 Grant in the amount of $260,230 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale applied for the SRTS Cycle 2 Grant to support the implementation of cross walk improvements for Michael Anderson, Rancho Santa Fe, and Garden Lakes Elementary Schools. The City was awarded grant funding in the amount of $219,746. On July 20, 2009, City Council approved an IGA with ADOT to allow for the City to administer the design phase of this project. The construction will be administered by ADOT. On March 8, 2010, City Council approved a Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc. (Kimley-Horn) for the design of school crossing improvements at Michael Anderson, Rancho Santa Fe, and Garden Lakes Elementary Schools.

DISCUSSION:

During project scoping and design, it was noted that additional work activities were required to meet federal criteria. The revised cost estimate was prepared which identified a new total contract amount of $260,230. The revised cost and justification was approved by the ADOT SRTS Advisory Committee. The new contract amount of $260,230 has been incorporated into the Maricopa Association of Government's (MAG) Transportation Improvement Program (TIP) budget.

Since the time of the scope changes and MAG's approved TIP, Federal Highway Administration (FHWA) staff determined the proposed improvements at Garden Lakes Elementary School did not meet SRTS grant funding criteria. However, in an effort to remain consistent with the MAG TIP, the proposed Amendment 1 to the IGA will increase the total project costs to $260,230.

While the proposed improvements at Garden Lakes Elementary School will not be completed and Amendment 1 to the IGA will increase total project costs, the IGA states total funding is available in an amount up to $260,230; $86,949 in design and $173,281 in construction. Because the City will be administering the design phase, staff will be responsible for invoicing ADOT for reimbursement of project design costs. Any funds the City does not invoice ADOT will be de-obligated. ADOT is responsible for administering the construction phase.

BUDGETARY IMPACT:

The proposed First Amendment to the IGA does not have any budgetary impact.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the First Amendment to the IGA with ADOT for the purpose of implementing the SRTS Cycle 2 Grant in the amount of $260,230 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 3023-1211

RESOLUTION NO. 3023-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE SAFE ROUTES TO SCHOOL FUNDS REGARDING AVONDALE SCHOOL CROSSWALKS.

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

SECTION 1. The Amendment No. One to the Intergovernmental Agreement with the State of Arizona relating to the Safe Routes to School (SRTS) federal funds regarding the City of Avondale's (the "City") school crosswalks (the "Amendment No. One") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Amendment No. One 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, December 12, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3023-1211

[Amendment No. One]

See following pages.

ADOT File No.: IGA/JPA 11-069I
Amendment One to JPA 09-013T
AG Contract No.: P001 2011 003171
Project: Safe Routes to School
Section: Avondale School Crosswalk
ADOT Project No.: PSRTS 01D/01C
TIP/STIP Item No.: AVN09-906
FY08-12
Budget Source Item No.: 79411

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT
JPA 09-013T

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____, 2011, Amendment No. One amending **JPA 09-013T, executed August 12, 2009, filed with Arizona Secretary of State under No. 30989,** pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the " City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

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

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

The purpose of this Amendment is to modify the funding of the Original Agreement between the State and the City, JPA 09-013T, executed August 12, 2009.

I. RECITALS

Article I, Paragraph 3 is revised as follows:

3. The City has requested Safe Routes to School (SRTS) Federal funds in the amount of two hundred nineteen thousand seven hundred forty six dollars ($219,746). The Arizona Department of Transportation (ADOT) has recommended the approval of such funds to be expended per the tasks proposed in the City's approved application, and the Arizona State Transportation Board has approved the project. The City received two hundred sixty thousand two hundred thirty dollars ($260,230).

Article I, Paragraph 6 is revised as follows:

6. The estimated design and construction costs are as follows:

ADOT Project No. PSRTS 01D/1C

PSRTS 01D (design):

Federal-aid funds @ 100%	$ 86,949.00
Subtotal –Design (self-administered)	**$ 86,949.00**

PSRTS 01C (construction):

Federal-aid funds @ 100%	$173,281.00
Subtotal – Construction* (State administered)	**$173,281.00**
TOTAL Project Cost	$260,230.00
Total Federal Funds	**$260,230.00**

*(Includes 15% CE and 5% Project contingencies)

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

II. SCOPE OF WORK

Article II, Paragraph 1.i. is deleted and replaced in full as follows:

1. The City will:

   i. Comply with the following timelines:

      1) If applicable, within nine (9) months of the date of initial federal funds authorization for design:
         i) Advertise the project using Federal Procurement Procedures;
         ii) Award and enter into a contract(s) with a firm(s) for the design of the Project, as applicable; and
         iii) Begin designing the Project.

2) Notify the State of the total, final contract amount within thirty (30) days of the award of a scoping/design contract. Any federal funds authorized scoping/design in excess of the final contract amount will be de-obligated or otherwise released from the Project.

3) Invoice the State for reimbursement of eligible, incurred Project costs at least once every ninety (90) days throughout the scoping/design phase of the Project, or within thirty (30) days of payment to a contractor or consultant. Provide all necessary backup documentation with said invoice. Costs incurred prior to the date of federal funds authorization are not eligible for reimbursement. Total invoiced costs may not exceed $**$86,949.00**, the amount of federal funds programmed for the Project.

4) Notify the State in writing within sixty (60) days of completion of scoping/design of the Project.

5) Federal funding is subject to deobligation and removal from the Project twelve (12) months after the date of initial authorization unless the deadlines in this subsection are met, or sufficient justification regarding the delay and the expected construction start date are provided to the State and FHWA in writing.

Article II, Paragraph 2.d. is deleted and replaced in full as follows:

2. The State will:

d. No more than monthly and within thirty (30) days of receipt and approval of an invoice from the City, the State will reimburse the City with Federal funds up to **$86,949.00** of eligible Project costs, incurred for design including the environmental clearance.

III. MISCELLANEOUS PROVISIONS

Article III, Paragraph 14, 15 and 16 are added as follows:

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

15. The City and State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

ALL NOTICES OR DEMANDS upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Avondale
Attn: Charles P. McClendon
City Manager
11465 W. Civic Center Drive Ste 120
Avondale, Arizona 85323
(623) 333-1000
(623) 333-0100 Fax

For City Financial Matters:

Attn: Kevin Artz,
Finance & Budget Director
11465 W. Civic Center Drive, Ste 250
Avondale, AZ 85323
(623) 333-2000
(623) 333-0200 Fax

PURSUANT TO ARIZONA REVISED STATUTES§ 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

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

CITY OF AVONDALE

By _____
MARIE LOPEZ ROGERS
Mayor

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

JPA 11-069I

AMENDMENT NO. ONE
TO
JPA 09-013T

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an Agreement between public agencies which has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954, and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

DATED this _____ day of _____, 2011.

_____
City Attorney

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1482-1211 - Amendment to City Code Chapter 26 - Development Fees

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending Council adoption of an ordinance amending previously adopted development fee schedules and amending the City Code, Chapter 26 relating to necessary changes to development fees and declaring an emergency.

BACKGROUND:

The City Council approved the Development Fee Study for the City of Avondale, dated August 24, 2006 and amended October 11, 2006 (the “Development Fee Study”) and the City has, since that time, been collecting and using development impact fees accordingly. The Development Fee Study contained the City Council's determination of which capital improvements were “necessary public services” for the purpose of the State of Arizona's development impact fee statutes, Ariz. Rev. Stat. § 9-463.05 (the “Development Fee Statutes”). The Development Fee Study was based upon the capital improvement needs of the City over a ten-year period, as set forth in the City's Capital Improvement Plan (the “CIP”), which also serves as a portion of the City's Infrastructure Improvements Plan as required by the Development Fee Statutes. The Development Fee Study included calculation of the debt service/financing costs for constructing and equipping City Hall facility and a City Court facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting General Government Development Impact Fee (the “General Government DIF”) was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the City Hall and City Court. The General Government DIFs have been lawfully collected and applied to such debt service accordingly.

The Development Fee Study also included calculation of the debt service/financing costs for the construction and equipping of a Civic Center Library facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting Libraries Development Impact Fee (the “Library DIF”) was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the Civic Center Library. The Library DIFs have been lawfully collected and applied to such debt service accordingly.

The City's annual budgets include transfers to the debt service fund from the General Government DIF fund and the Library DIF fund as contemplated in the Development Fee Study. Since the beginning of FY 2010-11, the revenues in the Library DIF fund have been insufficient to cover the portion of the Civic Center Library debt service attributed to them, requiring the City's general fund to meet the full debt service obligation (a “General Fund Overpayment”). The City intends to repay the general fund for the full amount of such General Fund Overpayments as Library DIF funds are

received by the City, even if such funds are not received until after the debt service obligations for the Civic Center Library have been fully satisfied.

Senate Bill 1525, approved by the Fiftieth Arizona Legislature, First Regular Session, on April 19, 2011 and signed into law by the Governor on April 26, 2011 ("SB 1525"), included changes to the Development Fee Statutes. Contained within these changes was a definition of "necessary public services" that specifically excluded certain items from being deemed necessary public services, including parks over 30 acres in size (unless such parks provide a direct benefit to the development), lakes, community/recreation centers of more than 3,000 square feet, libraries that do not provide a direct benefit to development or which are over 10,000 square feet, library books and furnishings, multi-station fire/police training facilities, aircraft and fire and public safety administrative vehicles and equipment (the "Excluded Uses"). The changes to the Development Fee Statutes in SB 1525 provide limitations in assessing and collecting development impact fees for certain Excluded Uses, or portions thereof. However, SB 1525 also allows a development impact fee adopted before January 1, 2012 to continue to be assessed under certain circumstances, one of which is prior pledges related to financing. The City Council previously adopted Resolution No. 2973-511 (the "Pledge Resolution"), memorializing prior pledges and allocations of development fee revenue to debt service repayment for certain library and government facility uses, portions of which may have otherwise been determined to be Excluded Uses.

DISCUSSION:

Based upon the requirements and restrictions set forth in SB 1525, the City must take two actions: (i) On or before January 1, 2012, make such adjustments as necessary to existing development impact fees to account for the Excluded Uses (the "Transitional Development Fees"); and (ii) On or before August 1, 2014, adopt a new development impact fee program in compliance with the new procedural requirements of SB 1525 (a "2014 Fee Program").

In order to calculate the Transitional Development Fees, the City staff evaluated all of the development impact fees previously adopted in accordance with the Development Fee Study to determine if, and to what extent, such fees were affected by SB 1525. Essentially, the fees fell into one of five categories: (i) fees that are permitted as "necessary public services" under SB 1525 without modification ("Unchanged Fees"); (ii) fees that are of a category that is considered a necessary public service under SB 1525, but which requires modification because the new statutory definition is narrower than the fee currently charged by the City ("Modified Fees"); (iii) fees for categories not considered necessary public services under SB 1525, but for which the prior-adopted development impact fees were pledged to pay debt service on prior-constructed facilities ("Grandfathered Fees"); (iv) fees for categories not considered necessary public services under SB 1525, but for which the prior-adopted development impact fees were pledged to pay debt service on prior constructed facilities, but which fees also contained components that were not pledged to debt service ("Reduced Grandfathered Fees") and (v) fees for categories not considered necessary public services and for which no exceptions exist ("Deleted Fees"). After completing this analysis, City staff has determined that the City's existing development impact fee categories are grouped as follows:

Unchanged Fees:	(i) Water Facilities; (ii) Sewer Facilities; and (iii) Transportation Facilities
Modified Fees:	(i) Parks and Recreation Facilities; (ii) Police Facilities; and (iii) Fire and Emergency Services Facilities
Grandfathered Fees:	None
Reduced Grandfathered Fees:	(i) General Government Facilities; and (ii) Library Facilities
Deleted Fees:	Sanitation Facilities

In order to implement the 2014 Fee Program, the City will need to conduct a complete overhaul of its development impact fee program, including implementing the significant procedural requirements set forth in SB 1525. In addition to conducting new studies related to the more limited set of necessary public services, the City will also have to include analysis to support charging all development fees categories across all land-use types. For example, the City presently does not charge a parks and recreation development impact fee to commercial projects. However, under SB 1525, the City is required to assess commercial projects some portion of that parks and recreation development impact fee.

BUDGETARY IMPACT:

The resulting revenue reduction caused by implementation of SB 1525 will be significant, and will vary between land-use types. However, typical development fees are expected to be reduced by approximately 10%

Additionally, as the analysis necessary to construct a 2014 Fee Program will be fairly complicated, it is likely the City will require the services of a professional development fee consulting group to perform the task. Therefore, the cost of a development fee study in conformance with SB 1525 will need to be programmed in the FY 2012 - 13 budget. Even though the costs of such studies may be included in the development fee calculation and recovered through collection of development impact fees, the slow pace of growth means that it will be many years before the City even comes close to recovering the cost of such study.

RECOMMENDATION:

Staff is recommending Council adoption of an ordinance amending previously adopted development fee schedules and amending the City Code, Chapter 26 relating to necessary changes to development fees and declaring an emergency.

ATTACHMENTS:

Click to download

- Ordinance 1482-1211

ORDINANCE NO. 1482-1211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING PREVIOUSLY ADOPTED DEVELOPMENT FEE SCHEDULES AND AMENDING THE AVONDALE CITY CODE, CHAPTER 26 RELATING TO NECESSARY CHANGES TO DEVELOPMENT FEES; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the "City Council") approved the Development Fee Study for the City of Avondale, dated August 24, 2006 and amended October 11, 2006 (the "Development Fee Study"); and

WHEREAS, the Development Fee Study contained the City Council's determination of which capital improvements were "necessary public services" for the purpose of the State of Arizona's development impact fee statutes, ARIZ. REV. STAT. § 9-463.05 (the "Development Impact Fee Statutes"), which, for the City of Avondale (the "City") included, among other items, a Civic Center Library, a new City Hall and a new City Court facility, all of which were to constructed at the Civic Center complex, as well as sanitation, police, fire and emergency medical services, transportation, water, sewer, general government and parks and recreation; and

WHEREAS, the Development Fee Study was based upon the capital improvement needs of the City over a ten-year period, as set forth in the City's Capital Improvement Plan (the "CIP"), which also serves as a portion of the City's Infrastructure Improvements Plan as required by the Development Impact Fee Statutes; and

WHEREAS, the Development Fee Study included calculation of the debt service/financing costs for constructing and equipping City Hall facility and a City Court facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting General Government Development Impact Fee (the "General Government DIF") was then included in the calculations of the repayment of principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the City Hall and City Court. The General Government DIFs have been lawfully collected and applied to such debt service accordingly; and

WHEREAS, the Development Fee Study included calculation of the debt service/financing costs for the construction and equipping of a Civic Center Library facility, including the portions of those costs to be borne by the City's general fund (on behalf of existing residents) and by impact fees (on behalf of new residents). The resulting Libraries Development Impact Fee (the "Library DIF") was then included in the calculations of the repayment of

principal and interest on bonds, notes or other debt service obligations issued to pay costs of construction of the Civic Center Library. The Library DIFs have been lawfully collected and applied to such debt service accordingly; and

WHEREAS, the City's annual budgets include transfers to the debt service fund from the General Government DIF fund and the Library DIF fund as contemplated in the Development Fee Study; and

WHEREAS, since the beginning of FY 2010-11, the revenues in the Library DIF fund have been insufficient to cover the portion of the Civic Center Library debt service attributed to them, requiring the City's general fund to meet the full debt service obligation (a "General Fund Overpayment"). The City intends to repay the general fund for the full amount of such General Fund Overpayments as Library DIF funds are received by the City, even if such funds are not received until after the debt service obligations for the Civic Center Library have been fully satisfied; and

WHEREAS, Senate Bill 1525, approved by the Fiftieth Arizona Legislature, First Regular Session, on April 19, 2011 and signed into law by the Governor on April 26, 2011 ("SB 1525"), included changes to the Development Impact Fee Statutes. Contained within these changes was a definition of "necessary public services" that specifically excluded items from being necessary public services, including parks over 30 acres in size (unless such parks provide a direct benefit to the development), lakes, community/recreation centers of more than 3,000 square feet, libraries that do not provide a direct benefit to development or which are over 10,000 square feet, library books and furnishings, multi-station fire/police training facilities, aircraft and fire and public safety administrative vehicles and equipment (the "Excluded Uses"); and

WHEREAS, the changes to the Development Impact Fee Statutes in SB 1525 provide limitations in assessing and collecting development impact fees for certain Excluded Uses, or portions thereof; and

WHEREAS, SB 1525 also allows a development impact fee adopted before January 1, 2012, to continue to be assessed to the extent that it will be used to provide a necessary public service for which such fee can be assessed pursuant to SB 1525, and the City may assess and use development impact fees in accordance with SB 1525; and

WHEREAS, the City Council previously adopted Resolution No. 2973-511 (the "Pledge Resolution"), memorializing prior pledges and allocations of development fee revenue to debt service repayment for certain library and government facility uses, portions of which may have otherwise have been determined to be Excluded Uses; and

WHEREAS, the City Council has determined that (i) the City's Water Facilities Development Fee, Sewer Facilities Development Fee and Transportation Facilities Development Fee do not include Excluded Uses and may be collected at their current rates after January 1, 2012; (ii) the General Government Development Impact Fee and the Library Facilities Development Fee may be collected at current rates (minus adjustments for Excluded Uses) until full repayment of the City Hall and Court Bonds, the Civic Center Library Bonds and any

General Fund Overpayments (as those terms are defined in the Pledge Resolution); (iii) the Sanitation Facilities Development Fee may no longer be collected as of January 1, 2012; and (iv) the Parks and Recreation Facilities Development Fee, Police Facilities Development Fee and Fire and Emergency Medical Services Development Fee include some portions of Excluded Uses and shall be reduced accordingly, as more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Interim Development Impact Fee Schedule"); and

WHEREAS, the City Council desires to amend Chapter 26 of the City Code relating to implementation of development impact fees to be charged beginning January 1, 2012.

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

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

SECTION 2. The Avondale City Code, Chapter 26 (Development Fees) Section 26-27 (Sanitation Facilities Development Fee) is hereby deleted in its entirety and reserved for future use, and effective January 1, 2012, the City shall no longer assess its Sanitation Facilities Development Fee.

SECTION 3. Effective January 1, 2012, the Avondale City Code Chapter 26 (Development Fees), Sections 26-22 (Library Facilities Development Fee), 26-23 (Parks and Recreation Facilities Development Fee), 26-24 (Police Facilities Development Fee), 26-25 (Fire and Emergency Medical Services Facilities Development Fee) and 26-26 (General Government Facilities Development Fee) are hereby amended to include the modified development impact fees set forth in the Interim Development Impact Fee Schedule.

SECTION 4. The immediate operation of this Ordinance is necessary for the preservation of the public health and welfare, particularly to be able to continue to collect development impact fees in conformance with SB 1525 without interruption to City services and use such monies to pay for the capital needs of the City on the most economic basis, and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval by the City Council as required by law, and it is hereby exempt from the referendum provisions of the City Charter, City Code and the Constitution and laws of the State of Arizona.

SECTION 5. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 12, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE 1482-1211

[Interim Development Impact Fee Schedule]

See following pages.

DEVELOPMENT FEES

Avondale, Arizona Revised 12/12/11

All Development (per water meter)

Meter Size (inches)	*Type*	*Capacity Ratio*	*Water*	*Sewer*	*TOTAL*
0.75	Displacement	1.0	$5,251	$5,493	$10,744
1.00	Displacement	1.7	$8,833	$9,270	$18,103
1.50	Displacement	3.3	$16,985	$17,908	$34,893
2.00	Displacement	5.3	$27,067	$28,575	$55,642
3.00	Compound	11.0	$56,248	$59,450	$115,698
4.00	Compound	17.0	$86,800	$91,774	$178,574

Residential (per unit)	*Libraries*	*Parks & Recreation*	*Police*	*Fire/EMS*	*General Government*	*Sanitation*	*Transportation*	*TOTAL*
Single Family Detached	$345	$1,178	$326	$943	$905	$0	$1,857	$5,554
Multi-Family	$272	$928	$257	$742	$713	N/A	$1,137	$4,049
All Other Housing Types	$349	$1,190	$329	$952	$915	N/A	$968	$4,703
Nonresidential (per 1,000 square feet/motel room)								
Commercial / Shopping Center 25,000 SF or less	N/A	N/A	$1,856	$911	$1,149	N/A	$5,459	$9,375
Commercial / Shopping Center 25,001-50,000 SF	N/A	N/A	$1,613	$782	$991	N/A	$4,742	$8,128
Commercial / Shopping Center 50,001-100,000 SF	N/A	N/A	$1,347	$684	$854	N/A	$3,960	$6,845
Commercial / Shopping Center 100,001-200,000 SF	N/A	N/A	$1,153	$607	$750	N/A	$3,390	$5,900
Commercial / Shopping Center over 200,000 SF	N/A	N/A	$979	$547	$665	N/A	$2,881	$5,072
Office / Institutional 10,000 SF or less	N/A	N/A	$681	$1,226	$1,212	N/A	$2,184	$5,303
Office / Institutional 10,001-25,000 SF	N/A	N/A	$551	$1,136	$1,108	N/A	$1,769	$4,564
Office / Institutional 25,001-50,000 SF	N/A	N/A	$470	$1,070	$1,034	N/A	$1,509	$4,083
Office / Institutional 50,001-100,000 SF	N/A	N/A	$400	$1,010	$968	N/A	$1,286	$3,664
Office / Institutional over 100,000 SF	N/A	N/A	$341	$917	$874	N/A	$1,096	$3,228
Business Park	N/A	N/A	$383	$865	$836	N/A	$1,230	$3,314
Light Industrial	N/A	N/A	$209	$632	$598	N/A	$672	$2,111
Warehousing	N/A	N/A	$149	$350	$337	N/A	$478	$1,314
Manufacturing	N/A	N/A	$114	$490	$455	N/A	$368	$1,427
Hospital	N/A	N/A	$528	$925	$917	N/A	$1,694	$4,064
Elementary School	N/A	N/A	N/A	N/A	N/A	N/A	$1,397	$1,397
Middle School	N/A	N/A	N/A	N/A	N/A	N/A	$1,328	$1,328
High School	N/A	N/A	N/A	N/A	N/A	N/A	$1,242	$1,242
Day Care	N/A	N/A	$2,382	$711	$1,068	N/A	$7,640	$11,801
Motel (per room)	N/A	N/A	$169	$120	$137	N/A	$543	$969

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1483-1211 - Authorizing the Acquisition of Real Property for Public Use on Avondale Boulevard South of Gila River Bridge

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance accepting assignment of right-of-way for Avondale Boulevard from south of the Gila River Bridge to Baseline Road and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 1, 1998 Maricopa County acquired additional right-of-way to widen Avondale Boulevard north of Baseline Road needed for bridge construction over the Gila River. This right-of-way parcel is within in the City of Avondale jurisdiction. On November 22, 2010 Council approved the Phoenix International Raceway (PIR) Development Agreement which included provisions for infrastructure improvements such as water and sewer service.

DISCUSSION:

This right-of-way is needed for maintenance of roadways, construction of water and sewer pipelines to serve PIR and facilitate future development of the area. Staff approached the county and they agreed to assign this right-of-way to the City. On November 10, 2011 Arizona State Land Commissioner approved this assignment of right-of-way, number 16-00396 to the City.

The Avondale Boulevard road right-of-way consists of a 10.5 acre plow shaped curvilinear parcel reaching from the south end of the Gila River Bridge about ¼ mile to the north side of Indian Springs road at the Baseline Road Alignment next to PIR. A portion of the right-of-way parcel includes a 600 foot section of levy protecting the south bridge abutment.

This right-of-way assignment is part of an ongoing process of right-of-way acquisition in the vicinity of PIR south of the Gila River Bridge within State Trust Land. Staff is also applying to the Arizona State Land Department (ASLD) to modify this Avondale Boulevard right-of-way to allow for utility construction. Approval of this and a separate parcel of adjoining right-of-way to allow for construction and maintenance of roadways and utilities along Indian Springs Road at the Baseline alignment will be requested from Council as they mature through ASLD.

BUDGETARY IMPACT:

The proposed acceptance of this right-of-way assignment will have no budgetary impact on the City.

RECOMMENDATION:

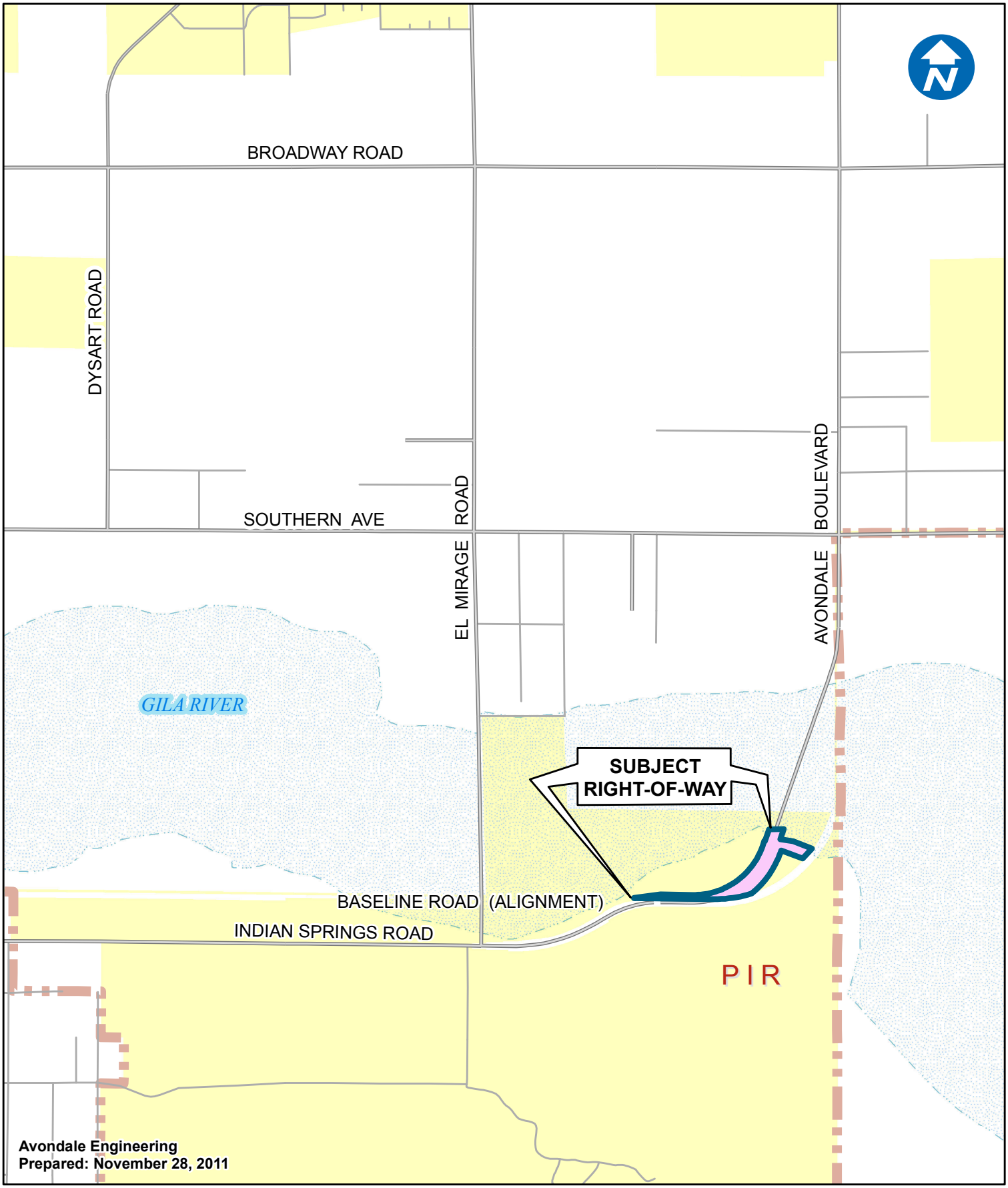
Staff recommends that City Council adopt an ordinance authorizing the acquisition of real property for public use along Avondale Boulevard South of the Gila River Bridge to Baseline Road and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Vicinity Map
- Ordinance 1483-1211

VICINITY MAP



0 500 1,000 2,000 Feet

AVONDALE BOULEVARD RIGHT-OF-WAY ASSIGNMENT

ORDINANCE NO. 1483-1211

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article 1, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of applicable law; and

WHEREAS, the Council of the City of Avondale (the "City Council") desires to provide (i) for the construction and maintenance of roadways and construction and maintenance of water and sewer pipelines to serve Phoenix International Raceway and the future development of the area along Avondale Boulevard and (ii) for other municipal purposes as the City Council deems appropriate, from the Gila River Bridge to Baseline Road (the "Project"); and

WHEREAS, the Project requires the acquisition of real property where insufficient right-of-way currently exists; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property comprising ± 10.5 acres, generally located along Avondale Boulevard from Gila River Bridge to Baseline Road, in Avondale, Arizona, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Acquisition Property") necessary for the completion of the Project; and

WHEREAS, Maricopa County has agreed to assign the right-of-way to the City.

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

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

SECTION 2. The acquisition of the Acquisition Property is hereby authorized.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, December 12, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1483-1211

[Legal Description and Map]

See following pages.

Parcel No.: 500-69-N/A
Project No.: 68832 - 116th Avenue Bridge at the Gila River
Item No: Z3-0069 (TC)

EXHIBIT "A"
RIGHT OF WAY

STATE LAND DEPARTMENT

A parcel of land lying within the South one-half (S1/2) of Section Thirty-six (36), Township One (1) North, Range One (1) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section Thirty-six (36); THENCE North 00°07'04" West along the East line of said Section a distance of 1103.20 feet to a point on the South line of Arizona State Land Department Patent No. 54-98972-01; THENCE South 88°12'07" West along said South line a distance of 782.18 feet to the TRUE POINT OF BEGINNING; THENCE South 18°53'04" West a distance of 153.54 feet; THENCE South 80°25'04" East a distance of 187.14 feet; THENCE South 68°55'47" East a distance of 288.86 feet to an angle point on the West line of the Arizona State Land Department Right-of-Way No. 16-83812; THENCE South 42°57'12" West along said West line a distance of 192.26 feet; THENCE North 69°36'22" West a distance of 329.43 feet; THENCE South 18°53'04" West a distance of 29.85 feet to a Point of Curvature of a 1312.34 foot radius curve to the right; THENCE 728.89 feet along the arc of said curve, through a central angle of 31°49'22" to a point of non-tangency of a 1707.94 foot radius curve to the right, with a radial bearing of North 17°57'56" West; THENCE 550.01 feet along the arc of said curve, through a central angle of 18°27'04" to a Point of Tangency on a line parallel with and 55.00 feet North of the South line of said Section Thirty-six (36); THENCE North 89°30'52" West along said parallel line a distance of 1144.11 feet; THENCE North 14°03'21" West a distance of 3.72 feet; THENCE North 82°31'57" East a distance of 386.12 feet; THENCE South 89°25'47" East a distance of 462.06 feet to a Point of Curvature of a 1040.03 foot radius curve to the left; THENCE 1301.23 feet along the arc of said curve, through a central angle of 71°41'09" to a Point of Tangency; THENCE North 18°53'04" East a distance of 79.06 feet; THENCE South 71°06'56" East a distance of 9.84 feet; THENCE North 18°53'04" East a distance of 177.65 feet to a point on the South line of the Arizona State Land Department Patent No. 54-98972-01; THENCE North 88°12'07" East along said South line a distance of 210.42 feet to the TRUE POINT OF BEGINNING

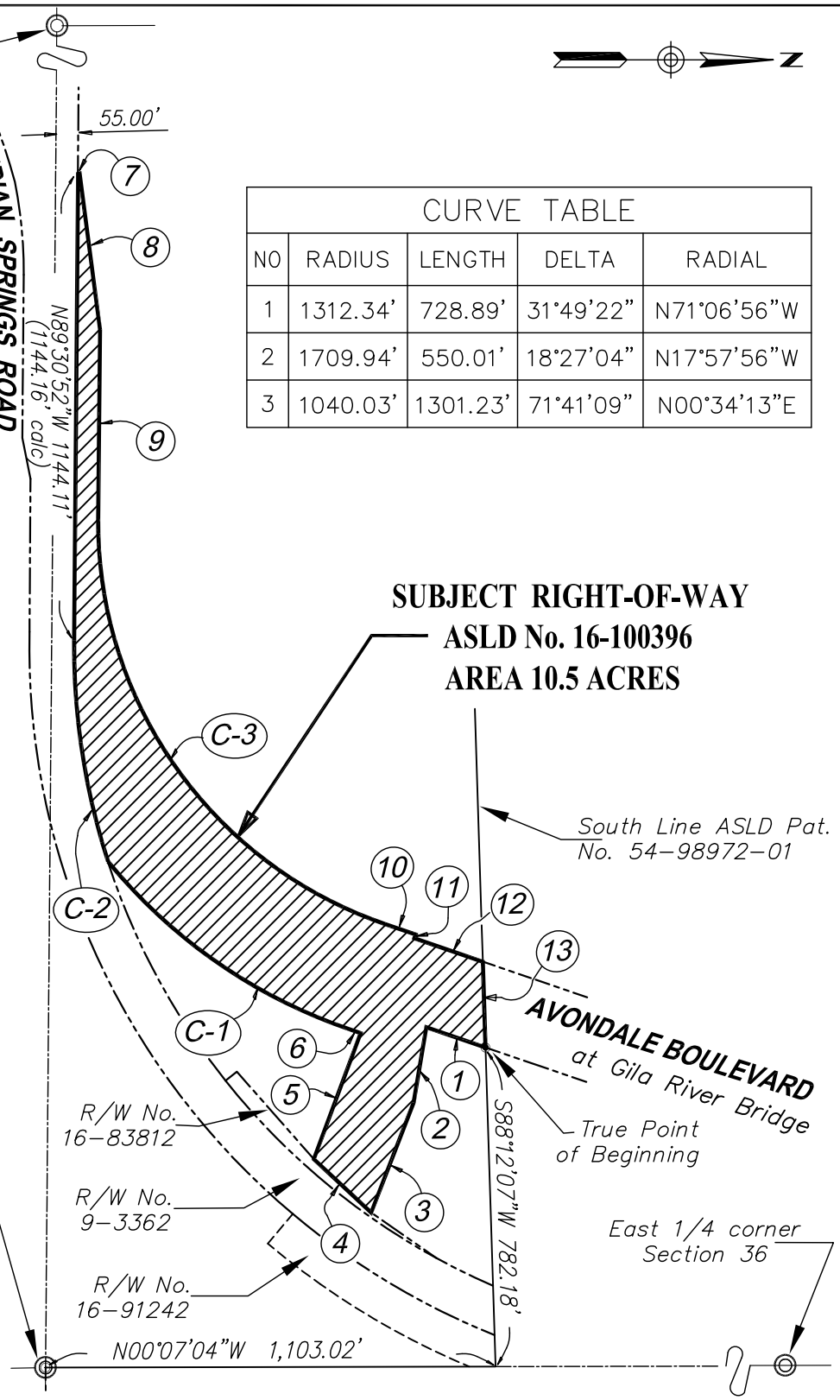
Contains 457,346 square feet or 10.50 arces more or less.

GRANTOR _____ **DATE** 10-20-97

NOTE: Right-of-way location data on this map is based upon information obtained from Maricopa County and Arizona State Land Dept records including: ASLD R/W No. 16-100396 and Plans for 116th Avenue Bridge at Gila River - MCDOT Project No 68832

CURVE TABLE				
NO	RADIUS	LENGTH	DELTA	RADIAL
1	1312.34'	728.89'	31°49'22"	N71°06'56"W
2	1709.94'	550.01'	18°27'04"	N17°57'56"W
3	1040.03'	1301.23'	71°41'09"	N00°34'13"E

LINE TABLE		
NO	BEARING	DISTANCE
1	S18°5304"W	153.54'
2	S80°25'04"E	187.14'
3	S68°55'47"E	288.86'
4	S42°57'12"W	192.26'
5	N69°36'22"W	329.43'
6	S18°53'04"W	29.85'
7	N14°03'21"W	3.72'
8	N82°31'57"E	386.12'
9	S89°25'47"E	462.06'
10	N18°53'04"E	79.06'
11	S71°06'56"E	9.84'
12	N18°53'04"E	177.65'
13	N88°12'07"E	210.42'



Southeast corner Section 36
Township 1 North, Range 1 West
Gila & Salt River Meridian,
Maricopa County, Arizona

SCALE IN FEET
0 150 300 600

City of Avondale

ENGINEERING DEPARTMENT

EXHIBIT MAP

MCDOT Right-of-way Assignment
ASLD No. 16-100396

DATE: 8-2-2011
DSN:
DRN. LS
CHK:

PROJECT NAME
AVONDALE BLVD ROW
SOUTH OF GILA RIVER

CITY COUNCIL REPORT

SUBJECT:
Public Hearing and Resolution 3024-1211 – Arizona Department of Water Resources and Environmental Program Fees

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623) 333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that Council hold a Public Hearing and adopt a resolution setting a fee to recover the cost of the Arizona Department of Water Resources municipal fee and a fee to recover costs of mandated City environmental programs.

BACKGROUND:

On October 17, 2011, staff presented Council the findings of the cost studies conducted to assess costs related to water and wastewater utilities and City environmental programs. As required by A.R.S. §9-5011-01, the City council adopted a resolution authorizing the Notice of Intention to increase water fees; the written report has been on file in the City Clerk's office for public inspection; and the notice of intent was published on November 18, 2011 in the West Valley View. As required by A.R.S. §9-499-15, public notice of the new fees being considered was posted on the City's official website for at least sixty days.

DISCUSSION:

A public hearing is required as the final step for amending water fees. While a public hearing is not required for the environmental fee public input is considered valuable. If adopted, fees will be included on all utility bills commencing with the first billing cycle in February of 2012.

The fees will be identified on the utility bills as “State of AZ Water Resource Fee” and “Federal & State Environmental Fee”.

BUDGETARY IMPACT:

The fees are intended to help recover budgeted City costs.

RECOMMENDATION:

Staff recommends that Council adopt a resolution approving the Arizona Department of Water Resources and Environmental Program Fees and setting an effective date.

ATTACHMENTS:

Click to download

- Resolution 3024-1211

RESOLUTION NO. 3024-1211

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING NEW FEES FOR ARIZONA DEPARTMENT OF WATER RESOURCES FEE AND ENVIRONMENTAL PROGRAM FEES AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Arizona Department of Water Resources has imposed a fee (the "ADWR Fee") on each municipality of the State of Arizona pursuant to ARIZ. REV. STAT. § 45-118; and

WHEREAS, the City of Avondale staff (the "City Staff") has (i) calculated the proportionate share of the ADWR Fee on each water customer to recover the cost and (ii) documented their findings in a written report (the "Water and Wastewater Cost Report"); and

WHEREAS, a copy of the Report has been made available to the public by the filing of a copy in the office of the City Clerk at least 30 days prior to the public hearing on the proposed increase in water fees; and

WHEREAS, the Council of the City of Avondale (the "City Council"), passed and adopted Resolution No. 3006-1011 on October 17, 2011, adopting notice of intention to increase water fees and was thereafter published in the West Valley View on November 18, 2011. A public hearing on the proposed increase was held on December 12, 2011; and

WHEREAS, the City Staff prepared a study that evaluates the cost of providing environmental programs (the "Environmental Program Cost Study") and calculated a new environmental fee per utility customer (the "Environmental Fee"); and

WHEREAS, the City Council finds Water and Wastewater Cost Report supports the ADWR Fee and the Environmental Program Cost Study supports the Environmental Fee; and

WHEREAS, on August 1, 2011, the City Council adopted Resolution No. 2984-811 approving fees for various services provided by the City of Avondale for Fiscal Year 2011-12 (the "Fee Schedule"); and

WHEREAS, the City Council desires to amend the Fee Schedule to add the ADWR Fee and the Environmental Fee.

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

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

SECTION 2. The ADWR Fee and the Environmental Fee are hereby approved and shall be charged as set forth on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The Fee Schedule is hereby amended to include the ADWR Fee and the Environmental Fee as set forth on Exhibit A.

SECTION 4. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 5. This Resolution shall take effect at 12:01 a.m. on February 1, 2012.

PASSED AND ADOPTED by the Council of the City of Avondale, December 12, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3024-1211-811

[ADWR Fee and Environmental Fee Schedule]

See following page.

City of Avondale, Arizona

ADWR Fee and Environmental Fee Schedule

Effective February 2011

ADWR Fee per month per utility customer.....$0.33

Environmental Fee per month per utility customer $1.00

CITY COUNCIL REPORT

SUBJECT:
Assignment Agreement - Winners Development, LLC

MEETING DATE:
December 12, 2011

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting City Council approve an agreement with Winners Development, LLC to accept the assignment of purchase contracts for the acquisition of approximately 150 acres of property located near Avondale Boulevard and Roosevelt Street.

DISCUSSION:

Winners Development, LLC has negotiated and secured purchased contracts for the acquisition of approximately 150 acres of property in the Avondale City Center Specific Plan Area. Winners Development, LLC and the City of Avondale have mutually agreed to have Winners Development, LLC assign the purchase contracts to the City of Avondale, and allow the city to fulfill the terms and conditions of the purchase contracts.

RECOMMENDATION:

Staff recommends that City Council approve an agreement with Winners Development, LLC to accept the assignment of purchase contracts for the acquisition of approximately 150 acres of property located near Avondale Boulevard and Roosevelt Street and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
December 12, 2011

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i)negotiations for a potential Economic Development Agreement and (ii) settlement of threatened litigation.

ATTACHMENTS:

Click to download

No Attachments Available