

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
**May 21, 2012**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 RESIDENTIAL EMERGENCY ACCESS KEY BOX PROGRAM

City Council will receive information regarding the residential emergency access key box program. For information, discussion and direction.

### 3 EMERGENCY MANAGEMENT UPDATE

City Council will receive an update regarding the Emergency Management program's accomplishments to date and prioritization of future activities. This item is for information and discussion only.

### 4 ADJOURNMENT

Respectfully submitted,

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

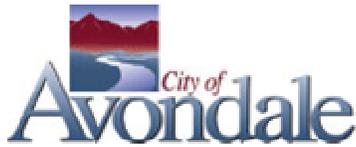
Carmen Martinez  
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**  
Residential Emergency Access Key Box Program

**MEETING DATE:**  
May 21, 2012

**TO:** Mayor and Council  
**FROM:** Paul Adams, Fire Chief (623) 333-6100  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will provide the Mayor and City Council with information concerning a residential emergency access key box program.

**BACKGROUND:**

Avondale Fire-Rescue has had an emergency access key box program for commercial properties, which is required by the fire code, in place for over 25 years. The boxes were initially obtained through Supra Security but since 1996 we have used boxes manufactured by the Knox Company. The UL listed Knox Box is the standard used by most of the valley for this type of application.

While we have not had a formal residential key box program the Knox Company does make UL listed boxes for residential applications and they are available for on line purchase by Avondale residents should they desire. The cost of the residential style box available through Knox is \$187-\$225 depending on the specific type ordered. The resident orders the box on line directly from Knox and is responsible for completing the installation. Once installed a fire inspector will secure access keys inside the box. An entry is made in the CAD premise information indicating the presence of a key box. A single key is used to access any key box, residential or commercial, within the city and the key is unique to the City of Avondale.

**DISCUSSION:**

Over the past several months there have been discussions across the valley regarding the residential key box program, spurred in part by a recent news article about the program in Peoria.

The Peoria program utilizes the Supra H-4 which is a small key box obtained from the manufacturer that sells for approximately \$50. The City of Peoria allocated \$25,000 to purchase several of the boxes and make them available to Peoria residents. Once purchased from the city by the resident the box is installed by fire department personnel. Other cities with some form of residential key box program include:

Scottsdale - a joint effort between the Scottsdale police department and Scottsdale realtor association. The boxes are obtained by the realtors from Lowes and installed by police volunteers. A donation from the resident of \$25 is requested. The police department maintains the access code information in their database. Approximately 1300 boxes of this type have been installed in the city.

Goodyear - currently developing a program utilizing the boxes available from Lowes. The box will be purchased from Lowes and installed by the resident. The fire department will enter the access code into the CAD premise information for that address.

Sun City West Fire District - utilizes the Supra H-4 box which is sold to the residents by the fire department and installed by their Fire Corps volunteers. They currently have over 3,000 installed within the district.

Glendale - currently developing a program using the Supra padlock style box available from Home Depot. Boxes may be available through the fire department and installed through their CERT volunteers. Access information will be entered into the CAD premise information.

El Mirage - uses the Knox residential key box. Boxes are ordered on line and installed by the resident. Keys are then secured by the fire department and the presence of a key box is noted in the CAD premise information.

The cost of the key boxes available from Home Depot or Lowes is \$29 and there are two types. One version is attached to the wall similar to the Knox and Supra H-4 and the other is a padlock style that attaches to a door handle or around a hose bib. The type manufactured by Supra utilizes a 5-7 digit pushbutton combination. The version manufactured by MasterLock uses a 4 digit thumb wheel combination. Combinations in both versions can be reset at anytime by the homeowner.

While there are certainly advantages to a residential key box program the level of direct involvement by the city needs to be carefully considered. The level of liability associated with the recommendation of a key box that is not UL listed is one example. While not UL listed the small box available directly through Supra appears to be much more secure than the versions available through Home Depot or Lowes. A larger liability question could be associated with using city staff or volunteers to complete the installation.

Following are some options the city may wish to consider:

Key box types:

Knox Residential Key Box - The pros to using this box are that it is UL listed and is consistent with the types and keying system currently used in the city for commercial occupancies. These boxes can be ordered directly from Knox on line by the consumer. The cons are that they are much larger in size and more costly and the owner may not call the fire department to change the keys in the box if locks are changed on the residence in the future.

Supra H-4 Key Box - The pros to using this box are that it is a smaller size than the commercial version and significantly lower in cost than the Knox version. The box also utilizes the same key as the Supra commercial key box still in use at some locations in the city. The cons are that while it appears to be fairly secure it is not UL listed for this type of application and the ordering process is somewhat more complex for the resident and the owner may not call the fire department to change the keys in the box if locks are changed on the residence in the future.

Supra Key Safe - The pros to using this style of box are that there are two options (wall style and padlock style) and they are relatively inexpensive (\$29). These boxes are readily available from Home Depot or Lowes and keys could be easily changed in the box if necessary without fire department involvement. The cons are that the combination is a pushbutton style which could be easily compromised and it appears that the box could be easily broken into.

MasterLock Select Access - Very similar in concept to the Supra Key Safe with the same pros and cons.

## Installation Options:

Resident Installation - the pro would be the elimination of city liability for the installation or causing any damage to the residence during the installation. The con would be the resident locating the box in a less than desirable or accessible location.

City Installation - The pros would be working with the property owner to identify the best location for the box and more consistency in box location. The cons would be the liability the city would incur for damage during installation or improper installation and the need to identify available staff to complete the installation in a timely manner.

Sales by the City - The pro to having boxes available at a city office for sale would be the ease of access by the citizens. The cons would be the additional funds necessary to make the initial purchase and the paperwork and processing necessary to comply with the sales tax reporting requirements.

Given the various alternatives, and the fact that there is no perfect system, staff would support use of the Supra H-4 for residential applications with purchase by the resident from the manufacturer and installation being done by the home owner with guidance from fire-rescue staff. Once installed the box would be locked by a fire inspector and a notation made in the CAD premise information for that address.

## **BUDGETARY IMPACT:**

Funds have currently not been appropriated should the city wish to purchase key boxes for resale to residents to establish a key box program. There would be no budgetary impact if a program was developed that required the resident to purchase the key box directly from the manufacturer.

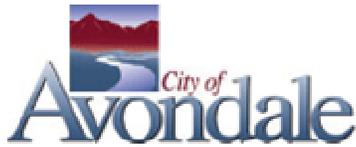
## **RECOMMENDATION:**

This item is for information, discussion and council direction only. No action is necessary.

## **ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Emergency Management Update

**MEETING DATE:**  
May 21, 2012

**TO:** Mayor and Council  
**FROM:** David Fitzhugh, Assistant City Manager (623) 333-1014  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this presentation is to provide an update to the Avondale City Council on the progress made in the Emergency Management Program and the direction for future emergency management activities. This item is for information and discussion purposes only.

**BACKGROUND:**

In October 2011 the City Manager moved the function of emergency management from the Fire Department to the City Manager's office. While the Fire Department effectively fulfilled the emergency management responsibilities, the City Manager wanted to enhance its importance and integrate the function throughout the organization and determined that would best be accomplished through the City Manager's office. Lt. Mark Gorla was assigned this responsibility as the Emergencies Management Officer tasked with developing and delivering a comprehensive program to ensure the City of Avondale organization is prepared to respond and recover from natural and/or man made emergencies or disasters.

One of the core principals of emergency management is to develop and maintain partnerships with local citizens, private businesses and all levels of government. Potential hazards know no boundaries and an effective response often requires cooperation from outside resources. Should a disaster or emergency strike Avondale and overwhelm our first responders' capabilities, the Mayor may be required to declare a state of emergency thereby authorizing specific actions contained within our emergency planning documents and consistent with state and federal regulations. Exceptional incidents may trigger State or Federal Disaster declarations in which case Avondale may receive assistance in the form of personnel, equipment, supplies and/or reimbursement funds for expenditures incurred as a result of the event.

The City of Avondale and the Maricopa County Department of Emergency Management entered into an Intergovernmental Agreement in 2003 to address the need for cooperation and coordinated efforts should a significant event occur. Through this agreement the City and County committed to prepare coordinated emergency management plans and to provide assistance when needed. The County also agreed to assist the City in the preparation of the myriad of planning efforts required to develop an effective emergency management program. Recently, Avondale's Emergency Management Coordinator sought their expert advice while evaluating our current program status and identifying our program needs.

**DISCUSSION:**

The City of Avondale Emergency Management program is structured to line up with the Maricopa County Department of Emergency Management, the State of Arizona Department of Emergency Management, and the Federal Emergency Management Agency (FEMA). This approach is referred

to as Comprehensive Emergency Management which utilizes the “all hazards” methodology in addressing terrorist attacks, natural disasters and man-made emergencies.

Since October 2011 a review of the current program status and projected program direction has taken place. The foundation for the program has been created and is moving forward. Emergency Management activities will focus on the following areas over the next year:

- Emergency Operations Plan(EOP) was completed in 2007 and requires updating. (In Progress)
- Develop a citywide Continuity of Operations Plan (COOP).
- Complete citywide NIMS training to comply with Federal grant requirements.
- Fill Citizen Corp Council seats.
- Continue to develop citizen, private business, regional government, state and federal partnerships.
- Work with Fire and Police regarding the Terrorism Liaison Officer Program.
- Enhance and develop PREPAREDNESS activities.
- Review and update the MITIGATION Plan. Assess City of Avondale RESPONSE capabilities for ALL-HAZARDS (natural, man-made, terrorism).
- Assess City of Avondale RECOVERY capabilities from disasters or emergencies.
- Training and exercise program implementation \*Emergency Operations Center equipment , WEB EOC implementation and setup.
- Attend Emergency Manager Academy at the Emergency Management Institute.

During this evening's council meeting, Council will consider the approval of a Mutual Aid Compact with the State of Arizona which is an item related to the Emergency Management program. This compact provides a mechanism for statewide assistance between the City, the State and other local governments. Assistance could be in the form of resources including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response. It also includes mechanisms for financial reimbursement should an agency wish to pursue that option. This agreement is recommended for approval in order to have a solid framework in place in advance of the need for outside assistance.

**BUDGETARY IMPACT:**

The Emergency Management function is funded in the proposed FY 12-13 budget.

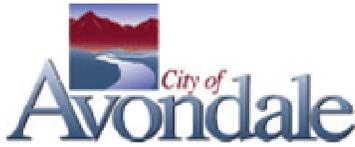
**RECOMMENDATION:**

For information and discussion only.

**ATTACHMENTS:**

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No Attachments Available



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
May 21, 2012  
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**

Regular Meeting of May 7, 2012

**b. REAPPOINTMENT OF JUDGES PRO TEMPORE AND APPOINTMENT OF NEW JUDGES PRO TEMPORE**

City Council will consider a request to reappoint five judges pro tempore and appoint three new judges to one year terms expiring on June 1, 2013. The Council will take the appropriate action.

**c. COOPERATIVE PURCHASING AGREEMENT - JOSEPH PAINTING COMPANY, INC.**

City Council will consider a request to approve a Cooperative Purchasing Agreement with Joseph Painting Company, Inc. for sewer manhole rehabilitation and other maintenance projects for a maximum of \$500,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**d. CONSTRUCTION CONTRACT AWARD - CRUSH CONSTRUCTION LLC - THOMAS RD WATERLINE**

City Council will consider a request to award a construction contract to Crush Construction LLC for construction of the Thomas Rd waterline in the amount of \$479,658.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. RESOLUTION 3041-512 - THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR CHILDHOOD IMMUNIZATIONS**

City Council will consider a resolution authorizing the third amendment to the Intergovernmental Agreement with the Maricopa County Department of Public Health relating to the childhood immunization program extending the term of the agreement to February 28, 2013 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**f. RESOLUTION 3044-512 - GRANT AGREEMENT WITH FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL**

City Council will consider a resolution approving a grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive \$175,000 for services to be provided to families with children younger than age five, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**g. RESOLUTION 3045-512 - MUTUAL AID COMPACT**

Council will consider a resolution approving the Mutual Aid Compact with the State of Arizona which defines the terms and procedures for executing mutual aid in times of emergencies and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

**h. ORDINANCE 1494-512 - LITTLETON ELEMENTARY SCHOOL DISTRICT ANNEXATION**

City Council will consider an ordinance authorizing the annexation of APN 500-30-0231 owned by the Littleton Elementary School District and located south of the southwest corner of Avondale Boulevard and Buckeye Road. The Council will take appropriate action.

**4 UPDATE ON THE ZOOM NEIGHBORHOOD CIRCULATOR**

City Council will receive an update on the success of the Zoom Neighborhood Circulator and the upcoming changes that will be made to enhance the service. For information and discussion only.

**5 RESOLUTION 3043-512 - SETTING FORTH THE FISCAL YEAR 2012-2013 TENTATIVE BUDGET.**

City Council will consider a resolution setting forth the fiscal year 2012-2013 tentative budget and establish the City's annual expenditure limitation in the amount of \$159,557,020. The Council will take appropriate action.

**6 EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(3) for discussion or consultation with attorneys for the City regarding bond financing and (ii) Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the acquisition of real property.

**7 ADJOURNMENT**

Respectfully submitted,



Carmen Martinez  
City Clerk

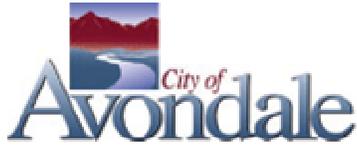
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# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
May 21, 2012

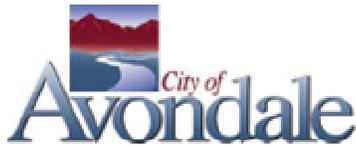
**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**  
Regular Meeting of May 7, 2012

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Reappointment of Judges Pro Tempore and  
Appointment of New Judges Pro Tempore

**MEETING DATE:**

May 21, 2012

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council re-appoint five judges pro tempore and appoint three new judges to one year terms expiring on June 1, 2013.

**BACKGROUND:**

Avondale City Code section 5-1 (f) gives the City Council the authority to appoint judges pro tempore. During its May 16, 2011 meeting, the City Council appointed pro tem judges to serve one year terms to fill in during the absence of the City Judge. Their terms expire on June 1, 2012.

**DISCUSSION:**

Judge Lynch is recommending the Council re-appoint the following to an additional one-year term through June 1, 2013:

Hon. N. Bruce Randall  
Hon. Alicia Lawler  
Hon. William Molner  
Hon. Craig Ring  
Hon. Joanne Landfair

It is also recommended that the City Council appoint three new judges pro tempore named below, to one year terms. The proposed judges made a very favorable impression on the interview panel and will be a welcome addition to our panel of judges pro tempore.

The judges recommended for appointment are:

Hon. Sherri Tolar Rollison  
Hon. Tamika Nercella Cheatham  
Hon. Erin Regina Steffin

The judges named above have been admitted to the practice of law for at least five years as required by Avondale City Code, Section 5-1 (f); have extensive judicial experience in the courts of limited jurisdiction and have completed the application, interview and selection process conducted with the help of the Avondale Human Resources department.

The panel of qualified judges authorized to serve in Avondale fill in for the absent City Judge when all sitting judges are summoned on an annual basis to judicial conferences and mandatory training. Pro tem judges also fill in during the City Judge's scheduled vacation leave and sick leave.

**BUDGETARY IMPACT:**

Judges pro tempore are compensated at an hourly rate of \$55.00 per hour. This rate is competitive with other West Valley courts. Funding for the pro tem judges is provided in the Court operating budget in the Professional Services account.

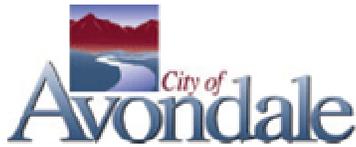
**RECOMMENDATION:**

Staff recommends that the City Council re-appoint the existing pro tem judges listed above and appoint the three new judges also named above to one-year terms expiring on June 1, 2013.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement - Joseph Painting Company, Inc.

**MEETING DATE:**

May 21, 2012

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a contract to Joseph Painting Company, Inc. for sewer manhole rehabilitation and water services plant maintenance projects for an amount not to exceed \$500,000.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The city has approximately 6,000 manholes as part of the sewer collection system. On a repetitive preventative maintenance cycle, these manholes are inspected and evaluated for problems such as infiltration, fatigue, and corrosion. Over time, groundwater will find its way through fatigue cracks and weakened joints, leading to deterioration of the structure. Subsequent traffic loading, shifting and expanding soils, temperature variations, and cyclic ground water loadings also weaken manholes. The sulfide rich, warm humid environment creates conditions for acid producing bacteria to grow which over time cause corrosion and weaken the concrete-based structural materials. Rehabilitations are required ranging from manhole frame and cover replacement, grouting of the internal structure, manhole lining, to a complete manhole replacement.

**DISCUSSION:**

The sewer collections staff annually prioritizes the manhole structures that need rehabilitation. Through evaluations that include a review of departmental technical specifications and visual inspections, the collections staff selects four to five manholes for rehabilitation per year. This proactive approach to sewer maintenance ensures the integrity of the collection system. Due to the estimated costs of this work a competitive bid process is required to award the scope of work for future projects.

**BUDGETARY IMPACT:**

After a competitive bid process, the Town of Gilbert entered into Contract No. 2012-4107-0114, and the city is permitted under Section 25-24 of the City Code to procure services under the Town of Gilbert Contract without further public bidding. The Town of Gilbert Contract permits its cooperative use by other governmental agencies including the City of Avondale. The Collections staff estimates \$166,000.00 annually in expenditures for these types of rehabilitation projects, for a cumulative total over the three year contract period not to exceed \$500,000, subject to budget approval. The City of Avondale has secured a contract price with Joseph Painting Company, Inc. to provide manhole rehabilitation and water services plant maintenance. The Water Resources Department has contacted references provided by Joseph Painting Company, Inc. All were pleased with the quality of work and highly recommended the services of JPCI. The department recently used the services of Joseph Painting Company, Inc. on another project and has confidence in their skills and abilities to provide this scope of work.

**RECOMMENDATION:**

Staff recommends that the City Council award a contract to Joseph Painting Company, Inc. for sewer manhole rehabilitation and water services plant maintenance projects for an amount not to exceed \$500,000.00 and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

 [Joseph Painting Company, Inc. Approval Letter](#)

 [CPA](#)



## *J P C I SERVICES*

Joseph Painting Company, Inc.  
4702 E. Virginia Street • Mesa, Arizona 85215-9101  
(480) 986-1212 • Fax (480) 380-4461  
License No. ROC242450 AE AZ • ROC199485 AE AZ • ROC218119 A AZ  
ROC107144 L-34 AZ • ROC197873 AE AZ • 280286 C-33 & A CA

May 2, 2012

Ms. Jane Parker  
Executive Assistant  
City of Avondale Public Work  
399 E. Lower Buckeye Road  
Avondale, AZ 85323

RE: City of Avondale Acceptance Letter /Rate Schedule

Joseph Painting Company, Inc dba JPCI Services will hereby honor the Town of Gilbert Contract Terms, Conditions and Rates per Job Order Contract **2012-4107-0114**, to the City of Avondale. This acceptance will be for any and all projects, including manhole rehabilitation and water services plant maintenance, for the contract year.

Please feel free to call 480-986-1212 should you have any questions or concerns.

Sincerely,

Beckey Durfee  
President  
JPCI Services

MEMBERS OF

---

SSPC • AWWA • ASBA • NACE • ACI  
A SBE COMPANY

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
JOSEPH PAINTING COMPANY, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of May 21, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Joseph Painting Company, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the Town of Gilbert, Arizona ("Gilbert"), entered into Contract No. 2012-4107-0114 dated April 25, 2012, as amended by that certain Amendment Number One dated May 7, 2012 (collectively, the "Gilbert Contract") for the Contractor to provide job order construction contracting materials and services. A copy of the Gilbert 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 and services under the Gilbert Contract, at its discretion and with the agreement of the awarded Contractor, and the Gilbert 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 Gilbert Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with job order construction contracting materials and services, as more particularly set forth in Section 2 below (the "Materials and Services") 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 April 5, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Gilbert 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 Gilbert Contract has been extended, (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 Gilbert

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 Gilbert Contract, attached hereto as Exhibit A. 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 agreement 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 Gilbert Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Gilbert 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 Gilbert 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 Gilbert 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 a non-conforming Material or Service, 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. For the Initial Term, the City shall pay Contractor an aggregate amount not to exceed \$166,000.00 for the Materials and Services at the unit rates as set forth in Gilbert Contract. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the Contractor an annual aggregate amount not to exceed \$167,000.00 for the Materials and Services

at the unit rates as set forth in the Gilbert Contract. The maximum aggregate amount for this Agreement shall not exceed \$500,000.00.

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 Gilbert 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 Gilbert Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all 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 Gilbert 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 Gilbert 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 strict performance of any term or condition set forth in this Agreement or under the Gilbert Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the Gilbert 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 Gilbert 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 Gilbert Contract, the City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to Gilbert, 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 Services or Materials 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 \_\_\_\_\_, 2012, 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]



EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
JOSEPH PAINTING COMPANY, INC.

[Gilbert Contract]

See following pages.

Original Contract Clerk's Office  
Date Contractor copy sent to Department

4/30/2012

**CONTRACT**  
**2012-4107-0114**

Attn: Justyn Mandy

**Between**

**Town of Gilbert**

**and**

**JPCI Services**  
**(Joseph Painting Company Inc.)**

**For**

**JOB ORDER CONTRACTING**

**“Sewer Manhole Rehabilitation”**

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**TOWN OF GILBERT**  
**JOB ORDER CONTRACTING CONTRACT # 2012-4107-0114**  
**FOR SEWER MANHOLE REHABILITATION SERVICES**

THIS CONTRACT, entered into and made effective the <sup>25<sup>th</sup></sup> day of April, 2012 by and between the Town of Gilbert, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as Town) and **JPCI Services**, an Arizona corporation with offices at **4702 E. Virginia Street, Mesa AZ 85215** (hereinafter referred to as Job Order Contractor).

WITNESSETH:

THAT IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Contract by these presents do agree, as follows:

**1. DEFINITIONS**

1.1 "Contract" means this agreement including its attachments, modifications and Job Orders that may be issued.

1.2 "Engineer" means the architectural or engineering firm designated by Town to prepare plans and specifications for the Work and perform other design or submittal services as required by Town. If an Engineer is not designated, the Engineer's duties will be performed by TOWN'S AUTHORIZED REPRESENTATIVE.

1.2 "Job Order" means a specific written agreement between the Town and the Job Order Contractor for Work to be performed under this Contract

1.3 "Job Order Contractor" means JPCI Services (Joseph Paining Company, Inc.).

1.4 "Job Order Contractor's Representative" means Job Order Contractor's duly authorized representative specifically authorized to act for Job Order Contractor by executing the Contract and any modifications thereto. Job Order Contractor's duties include administration of the Contract on behalf of Job Order Contractor and performance of the Work.

1.5 "TOWN'S AUTHORIZED REPRESENTATIVE" means the firm or person or their properly authorized assistants designated by Town to oversee the Work.

1.6 "Subcontract" as used herein means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.7 "Town" means the Town of Gilbert.

1.8 "Work" means any or all of the services that are set forth in any Job Order and all labor, services, incidental expenses and material necessary or incidental thereto.

**2. WORK TO BE PERFORMED**

2.1 In response to Job Orders that may be mutually agreed upon and issued periodically by Town, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary

labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design and construction work (hereinafter called "the Work") which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in **Appendix "A" Contract Pricing Coefficients, Appendix "B," Scope of Services and Appendix "C" Unit Price JOC Book** all of which are incorporated herein and made a part hereof.

2.2 This Contract embodies the agreement of Town and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Town and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Town to issue any Job Order, nor requiring Job Order Contractor to accept same, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

### 3. **JOB ORDERS**

3.1 Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Town. Job Orders shall be in accordance with the requirements specified in Attachment "B," Scope of Services, and will set forth, with the necessary particularity, the following:

- a. Contract number along with Job Order Contractor's name;
- b. Job Order number and date;
- c. The agreed Work and applicable technical specifications and/or drawings;
- d. The agreed period of performance and, if required by Town, a work schedule;
- e. The place of performance;
- f. The agreed total price for the Work to be performed;
- g. Submittal requirements;
- h. Town's authorized representative who will accept the completed Work;
- i. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order;  
and
- j. Such other information as may be necessary to perform the Work.

3.2 Job Orders may be amended by Town in the same manner as they are issued.

3.3 The minimum Job Order value is \$0.00 unless waived by Job Order Contractor. The maximum Job Order value is \$500,000.00.

### 4. **SPECIFICATIONS AND DRAWINGS**

4.1 Job Order Contractor shall keep on the Work site a copy of the drawings and/or specifications

and shall at all times give TOWN'S AUTHORIZED REPRESENTATIVE access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to TOWN'S AUTHORIZED REPRESENTATIVE, who shall promptly submit them to Engineer for a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense.

4.2 Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Town or TOWN'S AUTHORIZED REPRESENTATIVE is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Town or TOWN'S AUTHORIZED REPRESENTATIVE, unless otherwise expressly stated.

4.3 Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

4.4 Shop drawings means drawings submitted to TOWN'S AUTHORIZED REPRESENTATIVE by Job Order Contractor showing in detail:

- a. The proposed fabrication and assembly of structural elements and,
- b. The installation (i.e., form, fit and attachment details) of materials or equipment.

c. The construction and detailing of elements of the Work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Town may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.5 Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Engineer through TOWN'S AUTHORIZED REPRESENTATIVE without evidence of Job Order Contractor's approval may be returned for resubmission. Engineer will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Engineer's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Engineer shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with paragraph 4.6 below.

4.6 If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Engineer approves any such variation, Town shall issue an appropriate Contract modification, except that, if the variation results in an increase in price, approval must be obtained from Town. If the variation is minor

and does not involve a change in price or in time of performance, a modification need not be issued.

4.7 Job Order Contractor shall submit to P/CM for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Town and one set will be returned to Job Order Contractor.

4.8 Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.9 Job Order Contractor shall check all Town furnished drawings immediately upon receipt and shall promptly notify TOWN'S AUTHORIZED REPRESENTATIVE of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

## **5. USE OF SPECIFICATIONS, DRAWINGS AND NOTES**

5.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Town and may be used by Town without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Town uses them in any manner whatsoever. In addition, Town agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Town's use of such materials.

## **6. PERMITS AND RESPONSIBILITIES**

6.1 Job Order Contractor shall be responsible for processing of drawings for: approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and, for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Town will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

## **7. MATERIAL AND WORKMANSHIP**

7.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in

the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the TOWN'S AUTHORIZED REPRESENTATIVE, is equal to that named in the specifications.

7.2 Job Order Contractor shall obtain TOWN'S AUTHORIZED REPRESENTATIVE's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to TOWN'S AUTHORIZED REPRESENTATIVE the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by TOWN'S AUTHORIZED REPRESENTATIVE, Job Order Contractor shall also obtain Town's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

7.3 All work under the Contract shall be performed in a skillful and workmanlike manner.

## **8. TESTING OF MATERIALS**

8.1 Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

## **9. LAYOUT OF WORK**

9.1 Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by TOWN'S AUTHORIZED REPRESENTATIVE.

## **10. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

10.1 Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Town, as well as from the drawings and specifications made a part of this Contract.

## 11. DIFFERING SITE CONDITIONS

11.1 Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to TOWN'S AUTHORIZED REPRESENTATIVE of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

11.2 TOWN'S AUTHORIZED REPRESENTATIVE will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

11.3 No request by Job Order Contractor for an equitable adjustment to the Job Order under this Article shall be allowed, unless Job Order Contractor has given the written notice required.

## 12. CONTRACT TERM

12.1 **The term of the Contract shall be one year with two additional one year renewal options and will commence on April 6, 2012. The initial term shall terminate April 5, 2013.** Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order. The Town reserves the right to extend this contract for two additional one year periods.

## 13. COMPENSATION

13.1 As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Town shall pay Job Order Contractor the amounts specified in the individual Job Orders.

## 14. INVOICING AND PAYMENTS

14.1 Pay applications shall be submitted to TOWN'S AUTHORIZED REPRESENTATIVE, who will make a recommendation for payment to Town. Town shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Town, on estimates of Work completed submitted by the Job Order Contractor and approved by Town. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as

requested, to provide a basis for determining progress payments. In the estimation of Work completed, Town will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

#### 14.2 Intentionally Left Blank

14.3 All material and work covered by progress payments made shall, at the time of payment, become the sole property of Town, but this provision shall not be construed as:

- a. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
- b. Waiving the right of Town to require the fulfillment of all of the terms of the Contract.

14.4 An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the TOWN'S AUTHORIZED REPRESENTATIVE prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Town may withhold an amount from the progress payment sufficient to pay the expenses the Town reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Town on submission to any person designated by the Town for the submission, review or approval of the estimate of the Work.

14.5 Town shall pay all unpaid amounts due Job Order Contractor under this Contract within sixty (60) days, after:

- a. Completion and acceptance of the Work;
- b. Presentation of a properly executed invoice; and
- c. Presentation of release of all claims against Town arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Contractor's release form acceptable to Town.
- d. Consent of Job Order Contractor's surety, if any.

14.6 Job Order Contractor shall submit invoices to the following address:

Mark Horn, Wastewater Manager, 900 E. Juniper Avenue, Gilbert, AZ 85234

## 15. CONSTRUCTION SCHEDULE

15.1 If required, the Job Order Contractor will submit for approval with the signed Job Order a schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the significant elements of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case the basic information should be the same and the schedule chart must contain as a minimum:

- a. A list of the different types of work activities or work elements.
- b. Show the logical dependencies (ties) to indicate what Work shall be accomplished before other Work can begin.
- c. Show proposed start and complete dates or time frames for each work activity or work element.
- d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount. If the Job Order Contractor fails to submit a schedule with the Job Order, Town may withhold approval of progress payments until Job Order Contractor submits the required schedule.

15.2 Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by TOWN'S AUTHORIZED REPRESENTATIVE, and upon doing so shall immediately deliver a current schedule to TOWN'S AUTHORIZED REPRESENTATIVE. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by TOWN'S AUTHORIZED REPRESENTATIVE. Without additional cost to TOWN'S AUTHORIZED REPRESENTATIVE, TOWN'S AUTHORIZED REPRESENTATIVE may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as TOWN'S AUTHORIZED REPRESENTATIVE deems necessary to demonstrate how the approved rate of progress will be regained.

15.3 Emergency Work: Job Order Contractor will give top priority to any emergency work Town may have and will allocate all resources necessary to accomplish such work in accordance with Town's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Town's emergency work, Town will equitably adjust the Contract under Article 22.

15.4 Failure of Job Order Contractor to comply with the requirements of Town or TOWN'S AUTHORIZED REPRESENTATIVE under this article shall be grounds for a determination by Town that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Town may terminate Job Order Contractor's right to proceed with the Work, or any separable part of it, in accordance with Article 27.

## **16. SUPERINTENDENCE BY JOB ORDER CONTRACTOR**

16.1 At all times during performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign and have on the site a competent superintendent who is satisfactory to TOWN'S AUTHORIZED REPRESENTATIVE and has authority to act for Job Order Contractor.

## **17. INSPECTION OF CONSTRUCTION AND ACCEPTANCE**

17.1 Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to TOWN'S AUTHORIZED REPRESENTATIVE. All work shall be conducted under the general direction of TOWN'S AUTHORIZED REPRESENTATIVE and is subject to inspection and test by TOWN'S AUTHORIZED

REPRESENTATIVE at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

17.2 Inspections and tests are for the sole benefit of Town and do not:

- a. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;
- b. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;
- c. Constitute or imply acceptance; or
- d. Affect the continuing rights of Town after acceptance of the complete work under paragraph 17.8 below.

17.3 The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without TOWN'S AUTHORIZED REPRESENTATIVE's written authorization.

17.4 Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by TOWN'S AUTHORIZED REPRESENTATIVE. TOWN'S AUTHORIZED REPRESENTATIVE may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Inspections and tests will be performed in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Job Order.

17.5 Job Order Contractor shall, without charge, replace or correct Work found by TOWN'S AUTHORIZED REPRESENTATIVE not to conform to Job Order requirements, unless Town consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

17.6 If Job Order Contractor does not promptly replace or correct rejected Work, Town may:

- a. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor or
- b. Terminate for default Job Order Contractor's right to proceed.

17.7 If, before acceptance of the entire Work, TOWN'S AUTHORIZED REPRESENTATIVE decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Town shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

17.8 Substantial Completion means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Town can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Town shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work Town determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Town's rights under any warranty or guarantee.

## 18. OPERATIONS AND STORAGE AREAS

18.1 Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by TOWN'S AUTHORIZED REPRESENTATIVE.

18.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Job Order Contractor only with the approval of TOWN'S AUTHORIZED REPRESENTATIVE and shall be built with labor and materials furnished by Job Order Contractor without expense to TOWN'S AUTHORIZED REPRESENTATIVE. The temporary buildings and utilities shall remain the property of Job Order Contractor and shall be removed by Job Order Contractor at its expense upon the completion of the Work. With the written consent of TOWN'S AUTHORIZED REPRESENTATIVE, the buildings and utilities may be abandoned and need not be removed.

18.3 Job Order Contractor shall use only established roadways or temporary roadways constructed by Job Order Contractor when and as authorized by TOWN'S AUTHORIZED REPRESENTATIVE. Job Order Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

## 19. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS

19.1 Job Order Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the site, which are not to be removed and which do not unreasonably interfere with the Work required under the Job Order. Job Order Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Job Order Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by TOWN'S AUTHORIZED REPRESENTATIVE.

19.2 Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, TOWN'S AUTHORIZED REPRESENTATIVE may have the necessary repair work performed and charge the cost to Job Order Contractor.

## 20. **CLEANING UP AND REFUSE DISPOSAL**

20.1 Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Town. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to TOWN'S AUTHORIZED REPRESENTATIVE. Final cleanup of the premises shall be included in the period of performance of the Job Order. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by TOWN'S AUTHORIZED REPRESENTATIVE unless TOWN'S AUTHORIZED REPRESENTATIVE requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

## 21. **WARRANTY OF CONSTRUCTION**

21.1 In addition to any other warranties in any Job Orders, and except as provided in paragraph 21.10 of this Article, Job Order Contractor warrants to Town that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Town, Job Order Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions of the Contract. Job Order Contractor shall promptly correct all Work rejected as defective or as failing to conform to the Contract whether observed before or after acceptance and whether or not fabricated, installed or completed. Job Order Contractor shall bear all costs of correcting such rejected Work, including compensation for the additional services of an engineer made necessary thereby.

21.2 If, within one year after the date of final acceptance by Town of the Work, any of the Work is found to be defective or not in accordance with the Contract, Job Order Contractor shall correct it promptly after receipt of written notice from Town to do so unless Town has previously given Job Order Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract

21.3 Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Town's real or personal property, when that damage is the result of:

- a. Job Order Contractor's failure to conform to requirements; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

21.4 Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

21.5 Town shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

21.6 If Job Order Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Town shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

21.7 With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Town; and
- c. Enforce all warranties for the benefit of Town;

21.8 In the event Job Order Contractor's warranty under paragraph 21.2 of this Article has expired, Town may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.

21.9 Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Town or for the repair of any damage that results from any defect in Town-furnished material or design.

21.10 Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

21.11 This warranty shall not limit Town's rights under Article 17 of this Contract with respect to latent defects, gross mistakes, or fraud.

## 22. CHANGES

22.1 Town may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

- a. In the specifications (including drawings and designs);
- b. In Town-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

22.2 If Job Order Contractor believes any other order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from TOWN'S AUTHORIZED REPRESENTATIVE constitutes a change order under this Article; Job Order Contractor shall give TOWN'S AUTHORIZED REPRESENTATIVE written notice stating the date, circumstances, and source of the order, and that Job Order Contractor regards the order as a change order. Such written notice shall also state any changes to the price caused by the order. If any approved change under this Article causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Town shall make an equitable adjustment and modify the Job Order in writing.

22.3 Except as provided in this Article, no order, statement, or conduct of Town shall be treated as a change under this Article or entitle Job Order Contractor to an equitable adjustment hereunder.

## 23. PRICING CHANGES

23.1 Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by TOWN'S AUTHORIZED REPRESENTATIVE. Pricing for such changes shall be based on quantities mutually agreed to by Job Order Contractor and Town and the rates contained in the Unit Price Book, modified by the appropriate city cost index, as adjusted by the applicable coefficient(s).

23.2 Job Order Contractor shall furnish to the TOWN'S AUTHORIZED REPRESENTATIVE a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

## 24. SUSPENSION OF WORK

24.1 TOWN'S AUTHORIZED REPRESENTATIVE may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that TOWN'S AUTHORIZED REPRESENTATIVE determines appropriate.

24.2 If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of TOWN'S AUTHORIZED REPRESENTATIVE in the administration of a Job Order, or by TOWN'S AUTHORIZED REPRESENTATIVE's failure to act within the time specified in the Job Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of overtime for performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

24.3 A claim under this Article shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Town in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

## 25. DISPUTES

25.1 The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Town each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Job Order Contractor and Town will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein. The Job Order Contractor shall continue to perform the Work and Town shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties. Town designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this

Contract.

**Town's Representative:**

Mark Horn, Wastewater Manager  
Town of Gilbert  
900 E. Juniper Ave  
Gilbert, Arizona 85234

**Job Order Contractor's Representative:**

Becky Durfee, President  
JPCI Services  
4702 E. Virginia Street  
Mesa, Arizona 85215-9101

25.2 Any dispute which is not disposed of by agreement will be decided by the Town, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this Article may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

**26. TERMINATION FOR CONVENIENCE OF TOWN**

26.1 Town may terminate performance of the Work under this Contract in whole or, from time to time, in part if Town determines that termination is in Town's interest. Town shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

26.2 After receipt of a Notice of Termination, and except as directed by Town, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Town, as directed by Town, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Town shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Town, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Article;
- d. As directed by Town, transfer title and deliver to Town:
  - i. The fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Town;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Town may direct, for the protection and preservation of the property related to this Contract that is in the Possession of Job Order Contractor and in which Town has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Town, any property of the types referred to in paragraph 26.2(c) above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Town. The proceeds of any transfer or disposition

will be applied to reduce any payments to be made by Town under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Town.

26.3 After termination, Job Order Contractor shall submit a final termination settlement proposal to Town in the form and with the certification prescribed by Town. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

26.4 Job Order Contractor and Town may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

26.5 If Job Order Contractor and Town fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Town shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph 26.4 above:

- a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
  - i. The cost of this Work;
  - ii. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (i) above; and
  - iii. A markup, including overhead and profit, on (i) above as is determined for pricing changes.
- b. The reasonable costs of settlement of the Work terminated, including:
  - i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

26.6 Except for normal spoilage, and except to the extent that Town expressly assumed the risk of loss, Town shall exclude from the amounts payable to Job Order Contractor under Paragraph 26.5 above, the fair value, as determined by Town, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Town or to a buyer.

26.7 In arriving at the amount due Job Order Contractor under this Article, there shall be Deducted:

- a. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;
- b. Any claim which Town has against Job Order Contractor under the Contract; and
- c. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this Article and not recovered by or credited to Town.

26.8 If the termination is partial, Job Order Contractor may file a proposal with Town for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this Article shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Town. Town may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job

Order Contractor of the terminated portion of the Job Order, if Town believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

26.9 If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Town upon demand.

26.10 Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for five (5) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Town, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Town, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

## 27. **DEFAULT**

27.1 If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Town may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Town may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

27.2 Job Order Contractor's right to proceed shall not be terminated under this Article, if: a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include:

- i. acts of God or of the public enemy,
- ii. acts of Town in its Contractual capacity,
- iii. acts of another Contractor in the performance of a Contract with Town,
- iv. fires,
- v. floods,
- vi. epidemics,
- vii. quarantine restrictions,
- viii. strikes,
- ix. freight embargoes,
- x. unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or
- xi. delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and b. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Town), notifies Town in writing of the causes of delay. The Town shall ascertain the facts and the extent of delay. If, in the judgment of Town, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Town shall be final and conclusive on the parties, but subject to appeal and review under Article 25.

27.3 If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Town.

27.4 The rights and remedies of Town in this Article are in addition to any other rights and remedies provided by law or under this Contract.

## 28. SAFETY

28.1 Job Order Contractor shall comply with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Town for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

28.2 Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

28.3 Job Order Contractor shall provide its employees safety training to include special training prior to working with hazardous materials or operations.

28.4 Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

28.5 Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

28.6 Job Order Contractor shall promptly notify TOWN'S AUTHORIZED REPRESENTATIVE of any accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the TOWN'S AUTHORIZED REPRESENTATIVE.

28.7 Job Order Contractor shall maintain a set of OSHA articles at the jobsite as they apply to the Work being performed. Copies shall be provided to TOWN'S AUTHORIZED REPRESENTATIVE when requested.

28.9 Job Order Contractor shall submit to TOWN'S AUTHORIZED REPRESENTATIVE a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of a Job Order and prior to the commencement of the Work.

28.10 Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to TOWN'S AUTHORIZED REPRESENTATIVE by Job Order Contractor along with its safety policies and program procedures.

28.11 Job Order Contractor shall provide and maintain on the jobsite, at all times, a completely stocked

first aid kit which contains all standard emergency medical supplies.

28.12 Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

28.13 Town reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Town, shall be cause for the termination of the Job Order in accordance with Article 27.

## **29. USE AND POSSESSION PRIOR TO COMPLETION**

29.1 Town shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Town shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Town intends to take possession of or use. However, failure of Town to list any item of work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Town possession or use shall not be deemed an acceptance of any work under this Contract.

29.2 While Town has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Town's possession or use, notwithstanding the terms of Article 6. If prior possession or use by Town delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

## **30. OTHER CONTRACTS**

30.1 Town may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other general Contractors and with Town's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Town. Job Order Contractor shall not commit or permit any act that will interfere with the performance of work by any other general Contractor or by Town's employees.

## **31. DISSEMINATION OF CONTRACT INFORMATION**

31.1 Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Town.

## **32. PERFORMANCE AND PAYMENT BONDS**

32.2 If required by Town, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work, in a penal amount equal to the aggregate price of all Job Orders issued to the Job Order Contractor, but not less than \$1,000,000.00. The Performance and Payment Bonds shall be submitted to Town within ten (10) calendar days after issuance of a Job Order. A Notice to Proceed will not be issued until properly executed bonds are

received and accepted by Town. If bonds are required, Town shall reimburse Job Order Contractor the premium cost after submission of proof of premium payment. If required by Town, increases in the penal sum of the bonds will be provided promptly by Job Order Contractor.

### 33. INSURANCE

33.1 Job Order Contractor agrees to comply with all Town ordinance and state and federal laws and regulations. Without limiting any obligations or liabilities of Job Order Contractor, Job Order Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Contract at Town's option.

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

33.3 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contract, Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

33.4 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 subject Contract is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Contract.

33.5 Primary Insurance: Job Order Contractor's insurance shall be primary insurance as respects performance of this Contract and in the protection of Town as an Additional Insured.

33.6 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not on a claims made basis.

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

33.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Town. Job Order Contractor shall be solely responsible for any such deductible or self insured retention amount. Town, at its option, may require Contractor to secure payment or such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

33.9 Evidence of Insurance: Prior to commencing any Work under the Contract, Job Order Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by the Contract, issued by Job Order Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, Town shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such certificates shall identify the Work. If any of the above cited policies expire during the life of the Contract, it shall be Job Order Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

33.9.1 Town, its agents, representatives, officers, directors, officials and employees are Additional Insured's as follows:

- a) Commercial General Liability – Under ISO Form CG 20 10 11 85 or equivalent.
- b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
- c) Excess Liability – Follow Form to underlying insurance as required.

3.3.10.2 Job Order Contractor's insurance shall be primary insurance as respects performance of this Contract.

33.9.3 All policies, including Workers Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Work performed by Job Order Contractor under the Contract.

33.9.4 Certificate shall cite 30 day advance notice cancellation provision.

**REQUIRED COVERAGE:**

33.10.1 Commercial General Liability: Job Order Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate, and a \$3,000,000 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 Insurance Services Offices, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in Town, but only with respect to liability arising out of “your work” for that insured by or for you.” Job Order Contractor, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. Job Order Contractor shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

33.10.2 Vehicle Liability. Job Order Contractor shall maintain Business Automobile Liability insurance with a limit of \$3,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the Work, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, Town. its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

33.10.3 Worker’s Compensation Insurance: Job Order Contractor shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of Job Order Contractor’s employees engaged in the performance of the Work and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

33.10.4 Builder's "All Risk": If the Work includes construction services, Job Order Contractor shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the contract price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship until Final Acceptance of the Work by Town. On pipeline and similar projects where fire hazard is negligible or nonexistent, Town may waive the requirement for fire insurance.

#### 34. **INDEMNIFICATION**

34.1 Job Order Contractor agrees to indemnify and save harmless the Town, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work, its officers, agents and employees, from all suits, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the Work done in fulfillment of a Job Order issued under this Contract or on account of any act, claim or amount arising or recovered under Workmen's Compensation Law or arising out of the failure of the Job Order Contractor to conform to any statutes, ordinances, regulation, law or court decree.

#### 35. **CONTRACT ORDER OF PRECEDENCE**

35.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Contract Modifications, if any;
- b. The Contract Articles including Attachments;
- c. Job Orders;
- d. Drawings; and
- e. Specifications.

#### 36. **NOTICES**

36.1 All notices to either party by the other shall be delivered personally or sent by first class United States mail, registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

- a. Town: Mark Horn, Wastewater Manger, 900 E. Juniper Ave., Gilbert AZ 85234
  - b. Job Order Contractor: Beckey Durfee, President, JPCI Services, Mesa AZ 852015-9101
- and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

#### 37. **SEVERABILITY**

37.1 If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

## 38. **WAIVERS**

38.1 Neither Town's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Job Order Contractor shall be and remain liable to Owner in accordance with applicable law and the terms of this Contract for all damages to Owner caused by Job Order Contractor's negligent act, error or omission in the performance of any of the Work.

38.2 The waiver by Town of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

## 39. **MERGER**

39.1 This Contract and all procurement documents incorporated by reference set forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Work, including an action in tort.

## 40. **NON-AVAILABILITY OF FUNDS**

40.1 Every payment obligation of the Town under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Town at the end of the period for which funds are available.

## 41. **AUDIT OF RECORDS**

41.1 Pursuant to applicable laws, the Job Order Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of this Contract. All records shall be subject to inspection and audit by the Town at reasonable times. Upon request, the Job Order Contractor shall produce the original of any or all such records. If approved by Town, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

## 42. **CANCELLATION FOR CONFLICT OF INTEREST**

42.1 Pursuant to applicable law, the Town may cancel this Contract, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Town was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Job Order Contractor receives written notice of the cancellation unless the notice specifies a later time.

**43. NON-DISCRIMINATION**

43.1 The Job Order Contractor shall comply with all laws mandating that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulation, including the Americans With Disabilities Act. The Job Order Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, religion, sex, national origin or disability.

**44. THIRD PARTY ANTITRUST VIOLATIONS**

44.1 The Job Order Contractor assigns to the Town any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Job Order Contractor toward fulfillment of this Contract.

**45. INTERPRETATION, JURISDICTION AND VENUE**

45.1 This Contract shall be construed and interpreted solely in accordance with the laws of the State of Arizona. Jurisdiction and venue for any suit, right or cause of action arising under or in connection with this Contract shall be exclusively in the State of Arizona.

**46. IMMIGRATION LAW COMPLIANCE WARRANTY**

46.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

46.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

46.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

46.4 Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

46.5 If state law is amended, the parties may modify this paragraph consistent with state law.

47. **EQUAL TREATMENT OF WORKERS**

47.1 CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CONTRACTOR shall protect and indemnify GILBERT and its representatives against any claim or liability arising from or based on the violation of such, whether by CONTRACTOR or its employees.

48 **SUDAN AND IRAN:**

Contractor warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by Contractor to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of the Job Order Contractor on the day of April 25 2012, and has been executed by and on behalf of Town the day of April 25, 2012.

JOB ORDER CONTRACTOR

JPCI Services

By: Becky Durfee

Name: Becky Durfee

Title: President

TOWN OF GILBERT

By: John W. Lewis

Name: JOHN W. LEWIS

Title: MAYOR

## APPENDIX "A"

### CONTRACT PRICING COEFFICIENTS

1.0 Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, taxes, (Sales Tax Billed Separately) overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.

2.0 Coefficients.

2.1 Coefficient for Standard Hours: 1.03

2.2 Coefficient for Non-Standard Hours: 1.03

3.0 Pricing the Work.

3.1 The actual pricing for work performed under the Contract will be based on the mutually agreed quantities applied to the rates contained in the Unit Price Book, modified by the Town of 1.20 total weighted average Town Cost Index, as adjusted by application of the appropriate coefficient as set forth above.

3.2 In the event the Contract Unit Price Book does not apply to actual work performed, a coefficient of .92 will be applied to the end column of the 2003 "Electrical Means" book pricing, or a negotiated price between the Town and the Job Cost Contractor.

3.3 Excluded Sections of the Unit Price Book. The following sections of the Unit Price Book are not allowable for use and inclusion when pricing proposals:

01107 100 Construction Management Fees

01250 200 Contingencies

01250 400 thru 01290 800 Overtime thru Taxes

01310 200 thru 01320 200 Performance Bond thru Scheduling

01520 500 thru 01520 550 Office thru Field Office Expense

01540 820 Small Tools

01810 100 Commissioning

4.0 Hours of Work.

4.1 Standard hours of work will be from 7:00 AM to 4:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted.

4.2 Non-standard hours are hours required by Town to be worked before 7:00 AM and after 4:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered nonstandard hours.

4.3 Non-standard hours worked by Job Order Contractor to regain schedule or for Job Order Contractor's convenience shall not be entitled to application of the Coefficient for Nonstandard hours.



## ***J P C I SERVICES***

Joseph Painting Company, Inc.  
4702 E. Virginia Street • Mesa, Arizona 85215-9101  
(480) 986-1212 • Fax (480) 380-4461  
License No. ROC242450 AE AZ • ROC199485 AE AZ • ROC218119 A AZ  
ROC107144 L-34 AZ • ROC197873 AE AZ • 280286 C-33 & A CA

March 7, 2012

Town of Gilbert  
Attn: Edgar Medina  
90 E. Civic Center Dr  
Gilbert, AZ 85296

RE: JOC No.1 Sewer Manhole Rehabilitation Single Coefficient

Thank you for the opportunity to quote your Job Order Contract work.

Our Single Coefficient for the Unit Price Book is **1.03**. This Coefficient will cover the bonding and insurance costs necessary for the performance of the work.

Per the JOC package we are not including costs for Transaction Privilege Tax (Sale Tax). Tax will be added on a separate line at time of billing and per current State, County and City tax codes.

I have attached the completed Unit Price Book per your request. Please let me know should you need further information.

Sincerely,

Beckey Durfee  
President

MEMBERS OF

---

SSPC • AWWA • ASBA • NACE • ACI  
A SBE COMPANY

## **APPENDIX "B"**

### **SCOPE OF SERVICES**

#### **1.0 GENERAL INFORMATION**

This is a fixed unit price, indefinite quantity type Contract for the performance of a broad range of construction, repair and maintenance work on an as-needed basis as may be required by Town. The specific work requirements will be identified in Job Orders to be issued by Town.

#### **2.0 DOCUMENTS**

2.1 The currently applicable (current version for the site of the Work) Unit Price Book contains pricing information for the Work to be accomplished in the unit of measure specified. The Unit Price Book will be updated effective upon receipt by Job Order Contractor of any periodic updating. Previously issued Job Orders and Changes will not be retroactively repriced although any Changes priced after receipt of an update will be priced by the updated version of the Unit Price Book.

2.2 The Construction Specifications Institute (CSI) construction specifications in effect at Contract signing shall be the specifications under this Contract.

#### **3.0 WORK AUTHORIZATION**

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Town) for performance under the terms of this Contract, Town will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Town, or;

3.2.2 Establishing contact with Town to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Town in a timely manner.

3.4 The Unit Price Book shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Town will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Town does not issue a Job Order after receipt of Job Order Contractor's proposal, Town is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal.

#### **4.0 SCHEDULING OF WORK**

4.1 For each Job Order, Town will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Town to inspect the Work to determine the status of completion. When Town determines the Work to be substantially complete, Town will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Town operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Town will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Town will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Town.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Town for approval.

#### **5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM**

Job Order Contractor shall submit, for Town approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Town's inspectors.

#### **6.0 DESIGN**

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Town's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Town.

#### **7.0 TOWN-FURNISHED UTILITIES**

Town shall provide at no cost to Job Order Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate Job Order Contractor for providing such items.

7.1 Water: Town shall furnish to Job Order Contractor from existing Town facilities and without cost to Job Order Contractor, a supply of water necessary for the performance of work under this Contract. Town will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Job Order Contractor to determine the extent to which existing Town water supply source is adequate for the needs of the Contract. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Job Order Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Town. Said taps, connections, and accessory equipment shall be maintained by Job Order Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Town.

7.2 Electricity: Town shall furnish to Job Order Contractor from existing Town facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Town electrical facilities are adequate for the needs of this Contract. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Job Order Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Town. Said taps, connections, and accessory equipment shall be maintained by Job Order Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Town.

#### **8.0 WORK BY TOWN**

Town reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.



## PROJECT ASSESSMENT PROCEDURES AND SCOPE IMPLEMENTATION

### Manhole & Sewer Structure Rehabilitation:

#### Structure Location Assessment and Impact –

- Public Property - Is property in public right-of-way, is traffic control needed, are any special events scheduled that may add to traffic and public presence in work area, is project location in or near a school or major business location? What is the best time for work to be scheduled determined on the above answers to questions
- Private Property - Does access to location require crossing or working on private property? Will access point cause any damage to private property; has property owner removed or restricted access to work area? Is owner contact information available? Will work area impede owner's use of property or utilities? Will access require special permits, reviews or special security administration and access?

#### Structure Use and Management –

- Who owns the structure? Are there multiply owners and contacts for the structure? How many lines connect to structure? What are the condition and degree of flows? Are there drops, special equipment such as meters, plumbing for chemical additives, and or security measures for the structure?

#### Safety Measures for Inspections and Performance –

- What are initial air monitoring results? Will special safety devices be necessary to continue assessment? Are there any immediate dangers, flow surges, structural collapse, indications of illegal dumping, foreign debris. Will special equipment need to be removed? Is a lock-out tag-out procedure needed? Will chemical induction, drops and or flow bypass be needed? These questions may need to be reviewed and updated after initial inspection and throughout project performance. Safety meeting with employees prior to commencement of work may be conducted on site or at JPCI services yard.

#### Inspection review and project development -

- What is the overall condition of the project site? Are there any signs of soil depressions or collapse around structure? What is the condition of the structure entrance? Will manhole lids or safety grates need to be replaced or upgraded? Do manhole rings, adjustment rings, barrel sections, and walls show signs of collapse, chemical build up, existing coatings, major depressions and or poor constructions or adjustments?
- What is the condition of the bench? Is the bench still present, does the bench break apart easily, and is the force of the flow cutting at bench structure? Is flow turbulent due to bench/invert form/shape? Are drops, chemical lines or equipment eating away at bench or aligned properly?
- What is the condition of the invert? Is the invert deteriorated through to dirt? Is the flow through the invert smooth? Is debris present? Are multiple lines combining properly into one drain line? Are pipes lined? Is lined material adhered properly? Is flow undermining existing lining and/or equipment? Will internal bypass be sufficient or will the bypass of the structure be needed for rehabilitation?

#### Degree of Deterioration –

- New Concrete – No deterioration, form release or fines present
- New Concrete – light deterioration of concrete fines, light chemical accumulation present
- Light Deterioration – minor chemical, waste present, slight pitting/spalling of surface
- Medium Deterioration – Debris present, deterioration of surfaces greater than 1/2", exposed, pitted or cracking at joints
- Heavy Deterioration – Deterioration of surfaces greater than 2", rusting of metal support structure evident through concrete surface. Bench deteriorated greater than 2" and loosing shape, base aggregate showing in invert.
- Imminent Collapse – Rebar/Rib cage of structure is compromised in several key areas, concrete structure is spongy/easily penetrate-able over 10% of structure, bench is soft or severely deteriorate, flow may be riddled with debris but is not totally impeded
- Collapse – Part to all of structure has collapsed into structure, flow is impeded.

#### Pricing for work –

- Inspections are normally priced as lump sum bids or hourly rates. Repair and rehabilitation is usually priced using a combination of square foot, vertical foot and/or time and material calculation.



**Water & Wastewater Plant Maintenance and Coating Installation–**

**Project Location Assessment and Impact –**

- Will work impede the continued operation of part or all of the facility? Will access require special permits, reviews or special security administration and access? Will adjacent areas be affected by work? Will containment areas, tarps, shade screens, curtain walls be necessary during the completion of the work? Will bypass of flow/materials be needed?
- Will the public or plant personnel be exposed to work area? Will foot traffic control be needed? Will Lock-out Tag-out procedure need to be implemented. What is the minimum and maximum impact on plant operations? Will coating installation processes pose a possible risk to plant personnel and/or property, what measures are to be taken to avoid such risks? What size of staging area will be necessary?

**Product Review Process –**

- Is the product the owner asking for the best possible product for their objective, substrate material and degree of deterioration? What preparation, sandblasting (degree of sandblasting), hand sanding and or acid etching will be necessary? Does the owner need submittals, color charts or material samples?
- What waste/debris will be removed from work area upon completion and is any of the material considered hazardous waste?

**Safety Measures –**

- What notifications do the plant personnel need? Does the plant need JPCI Services employees to participate in special training, operation exercises? Will products specified need to be posted and where if needed?
- Pre Construction Safety meeting to be conducted with all JPCI Services employees at JPCI Services office or on site when available and/or necessary.

**Pricing for work –**

- Inspections are normally priced as lump sum bids or at hourly rates. Plant maintenance and coatings installation vary depending on scope of work, most cost calculations will be based on Square foot or Lineal foot pricing with lump sums being figure for repeated scopes of similar work.

**Project Procedures During Completion and for Acceptance of work by owner:**

**Project Duration –**

- Has project commenced as agreed to by all parties? Was work completed to JPCI Services Standards, Quality and per Material Manufactures Warranty Requirements? Was unforeseen problems addressed, was owner notified of such issues, if additional procedures were needed, was cost efficient processes taken to minimize impact while keeping safety procedures in place? If additional costs were necessary was owner notified prior to implementation?

**Project Completion and Review –**

- Is project area clean to owner's satisfaction? Have touch-up materials been turned over to the owner, if owners want such materials? Is owner satisfied with quality and performance of complete project? Has final project documents been issued to the owner including any Owners Manuals, red lines and/or Warranties? Has project photos and/or inspection sheets been turned in to the office and a copy forward to the owners?

**General Costs –**

- Payment & Performance Bond rates are billed based on a sliding scale of 2.5%/1.5%/1.0%. Police waivers of subrogation are based on labor costs for work performed or .15% of billable costs with a \$250 minimum charge per project
- Sales tax will be based on the total of State, County, and City's current rates on 65% of the project total

**Our Mission at JPCI Services professional mission is to continually strive for and achieve the most efficient, cost effective, positive experience and highest quality of work possible for our customers.**



## PROJECT MANAGEMENT APPROACH

Projects are grouped into General Scheduled Project and Emergency Projects

### **General Scheduled Projects are processed as follows:**

- JPCI Services is contacted by the owner and a meeting at the Job site is scheduled
- Upon review of the work description from the owner and the work site, a project overview is created.
- A JPCI Services Job number is issued for tracking.
- If subcontractor(s) are necessary for the project, initial contact is made to start the project cost estimation.
- A tentative scope, schedule and estimate of costs are created, including possible issues for discussion and a subcontractor list
- Upon owner review, items of concern of the owner are addressed in writing.
- Once owner approves JPCI Services proposal and upon issuance of a purchase order and/or contract from the owner, the project schedule is finalized, materials are purchased and subcontractors, if needed are notified, insurance and subcontracts are completed
- Should owner request a pre-construction meeting, a meeting location and time will be arranged with all parties. Should the owner forgo a pre-construction meeting, JPCI Services will arrange a job site meeting with a scope overview for all employees, subcontractors and owners representative. JPCI Services safety meeting may follow job site overview meeting
- Small projects completed in a 30 day period are billed on one invoice (unless arrangements are made to the contrary in advance). Projects being completed in phases will be billed in 30 day increments
- Final closeout documents will be issued after completion of project and include project summary, before and after pictures and warranties.

### **Emergency Projects are processed as follows:**

- JPCI Services is contacted by the owner and arranges to meet at the job site, problem is assessed, a scope is created and a crew diverted from non-pressing work.
- Time and materials are tracked and Owner is notified of corrective measures with photo documentation and/or job site visit and review.
- Billing is issued to owner with appropriate paperwork as soon as possible. Owner is notified of any pending costs unavailable in such a quick turnkey process

### **Subcontractor Selection Plan**

Although JPCI Services is capable of covering almost all areas of construction required, we do recognize that there are companies more suited for certain circumstances. As such, we request proposals from multiple sources and evaluate the proposals based on several criteria. The main points for our evaluations are as follows:

- |             |                                     |
|-------------|-------------------------------------|
| • Licensing | • Insurance                         |
| • Safety    | • Pricing                           |
| • Location  | • Performance History (5 years min) |

While pricing is important, ensuring that schedules are met and met according to specifications is of equal importance. We have used various subcontractors in the past and those that are reliable and reasonably priced will be selected for emergency work. Any project that has sufficient time allowed, Requests for Proposal will be faxed to subcontractors in a particular area as listed in good standing with the Arizona Registrar of Contractors and Arizona Corporation Commission as applicable

**APPENDIX "C"**  
**JOC UNIT PRICE BOOK**

Town of Gilbert  
Sewer Manhole Job Order Contract No. 1 - Unit Price Book

Item No.	Description	Unit	Unit Price	Extended Price
<b>Manhole Inspections</b>				
	5' to 40' Depth	Each	\$ 250.00	\$ 257.50
<b>Coating of New Manholes</b>				
	5' to 40' Depth	Square Foot	\$ 22.00	\$ 22.66
<b>Manhole Rehabilitation Without Coating Removal</b>				
	5' to 40' Depth	Square Foot	\$ 25.00	\$ 25.75
<b>Manhole Rehabilitation With Coating Removal</b>				
	5' to 40' Depth	Square Foot	\$ 36.00	\$ 37.08
<b>Complete Replacement of 48" Dia. Manhole</b>				
	(a) 5' to 10' Depth	Vertical Foot	\$ 1,576.00	\$ 1,623.28
	(b) 11' to 15' Depth	Vertical Foot	\$ 1,025.00	\$ 1,055.75
	(c) 16' to 20' Depth	Vertical Foot	\$ 887.00	\$ 913.61
	(d) 21' to 25' Depth	Vertical Foot	\$ 775.00	\$ 798.25
	(e) 26' to 30' Depth	Vertical Foot	\$ 732.00	\$ 753.96
	(f) 31' to 35' Depth	Vertical Foot	\$ 703.00	\$ 724.09
	(g) 36' to 40' Depth	Vertical Foot	\$ 681.00	\$ 701.43
<b>Complete Replacement of 60" Dia. Manhole</b>				
	(a) 5' to 10' Depth	Vertical Foot	\$ 1,665.00	\$ 1,714.95
	(b) 11' to 15' Depth	Vertical Foot	\$ 1,148.00	\$ 1,182.44
	(c) 16' to 20' Depth	Vertical Foot	\$ 976.00	\$ 1,005.28
	(d) 21' to 25' Depth	Vertical Foot	\$ 890.00	\$ 916.70
	(e) 26' to 30' Depth	Vertical Foot	\$ 838.00	\$ 863.14
	(f) 31' to 35' Depth	Vertical Foot	\$ 786.00	\$ 809.58
	(g) 36' to 40' Depth	Vertical Foot	\$ 769.00	\$ 792.07
<b>General Items</b>				
	Emergency Repairs: Premium Percentage per Square Foot if Scheduled for after hours by Town of Gilbert. (No Premium will be allowed if contractor Schedules after hours for his convenience)	HR	\$ 78.00	\$ 80.34
	Traffic control: Contractor must submit traffic control invoice to the Town of Gilbert. Town will reimburse contractor for traffic control costs plus a 15% processing fee.	N/A	N/A	
	Basin Rehab: Sand blast all steel, rake arms, center column support steel, deck and bridge steel, and service water lines to a SSPC-SP 10 and apply two (2) coats of Tnemec 140 epoxy, brushing all welds, nuts, bolts and laps between coats. Six (6) to eight (8) mills per coat. clean up and legal disposal of spent abrasives.	Per Basin	\$ 25,142.00	\$ 25,896.26
	(d) Asphalt Removal & Haul-Off	CY	\$ 354.52	\$ 365.16
	(e) Asphalt Replacement	CY	\$ 2,813.19	\$ 2,897.59
	(f) Existing Sidewalk Concrete Removal & Haul-Off	CY	\$ 342.67	\$ 352.95
	(g) Replace Sidewalk Concrete	CY	\$ 565.36	\$ 582.32
	(h) Existing Vertical Curb Removal & Haul-Off	LF	\$ 127.16	\$ 130.97
	(i) Replace Vertical Curb	LF	\$ 29.18	\$ 30.06
	(j) Existing Curb & Gutter Removal & Haul-Off	LF	\$ 127.16	\$ 130.97
	(k) Replace Existing Curb & Gutter	LF	\$ 27.93	\$ 28.77
	(l) Standby Time Per Crew Hour	HR	\$ 617.65	\$ 636.18

# EMC Insurance Companies® No. 978174

P.O. Box 712 • Des Moines, IA 50306-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- |  |   |
|--|---|
| 1 Employers Mutual Casualty Company, an Iowa Corporation     | 5 Dakota Fire Insurance Company, a North Dakota Corporation |
| 2 EMCASCO Insurance Company, an Iowa Corporation             | 6 EMC Property & Casualty Company, an Iowa Corporation      |
| 3 Union Insurance Company of Providence, an Iowa Corporation | 7 Hamilton Mutual Insurance Company, an Iowa Corporation    |
| 4 Illinois EMCASCO Insurance Company, an Iowa Corporation    |   |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint  
**DAVID J WILSTEAD, TAYLOR J. WILSTEAD, INDIVIDUALLY, MESA, ARIZONA**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings and other obligatory instruments of a similar nature as follows:

### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked

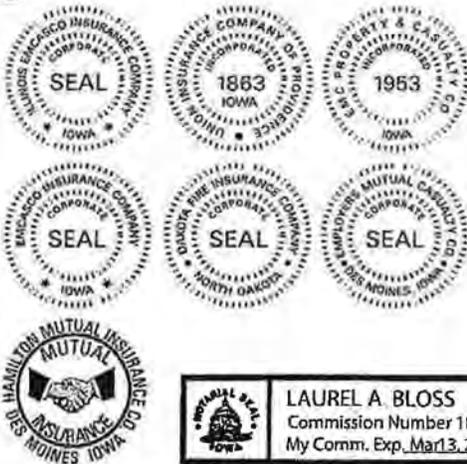
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 20TH day of JANUARY, 2011

Seals



*Bruce G. Kelley*  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

*Michael Freel*  
 Michael Freel  
 Assistant Vice President/  
 Assistant Secretary

On this 20TH day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies  
 My Commission Expires March 13, 2014

*Laurel A Bloss*  
 Notary Public in and for the State of Iowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 20, 2011 on behalf of David J. Wilstead, Taylor J. Wilstead are true and correct and are still in full force and effect

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of February, 2012

*J D Clough*  
 Vice President

**STATUTORY PERFORMANCE BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract Amount)**

**KNOW ALL MEN BY THESE PRESENTS:**

That, JPCI Services (Joseph Painting Company, Inc.) 4702 E. Virginia St., Mesa, AZ 85215 (hereinafter "Principal"), as Principal, and, Employers Mutual Casualty Company (hereinafter "Surety") a corporation organized and existing under the laws of the State of Iowa with its principal offices in the City of Des Moines holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the Town of Gilbert, (hereinafter "Obligee") in the amount of Five Hundred Thousand and NO/100 (\$500,000) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee dated the 5th day of April, 2012, for Sewer Manhole Rehabilitation under JOC 2012-4107-0114 is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void. Otherwise it remains in full force and effect.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court or judge thereof.

Witness our hands this 24th day of April, 2012

Agent of Record:  
Bonding Solutions, LLC  
2855 E. Brown Rd., Ste. 9  
Mesa, AZ 85205

JPCI Services (Joseph Painting Company, Inc.)

Principal Seal

BY: Becky Duffee  
Name

Employers Mutual Casualty Company

Surety Seal

David J. Winstead  
David J. Winstead, Attorney in Fact

**\*\*Surety hereby acknowledges they are licensed to do business in the State of Arizona\*\***

**ARIZONA STATUTORY PAYMENT BOND PURSUANT  
TO TITLES 28, 34, AND 42 ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract Amount)**

**KNOW ALL MEN BY THESE PRESENTS:**

**Bond #** S 413194

That, JPCI Services (Joseph Painting Company, Inc.) 4702 E. Virginia St., Mesa, AZ 85215 (hereinafter Principal), as Principal and Employers Mutual Casualty Company (hereinafter "Surety") a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety are held and firmly bound unto Town of Gilbert (hereinafter "Obligee") in the amount of Five Hundred Thousand and NO/100 (\$500,000) for the payment whereof, the Principal and Surety Bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee dated the 5th Day of April, 2012 for Sewer Manhole Rehabilitation under JOC 2012-4107-0114 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title 34, Chapter 2 and Article 2, to the same extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court or judge thereof.

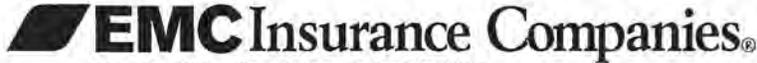
Witness our hands this 24th day of April, 2012

JPCI Services (Joseph Painting Company, Inc.)  
PRINCIPAL SEAL  
BY: Becky Dwyer

Employers Mutual Casualty Company  
Surety SEAL  
BY: David J. Wilstead  
David J. Wilstead, Attorney in Fact

**\*\*Surety hereby acknowledges they are licensed to do business in the State of Arizona\*\***

Bond No. S 413194



No. 978211

P.O. Box 712 • Des Moines, IA 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

DAVID J. WILSTEAD, TAYLOR J. WILSTEAD, INDIVIDUALLY, MESA, ARIZONA

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

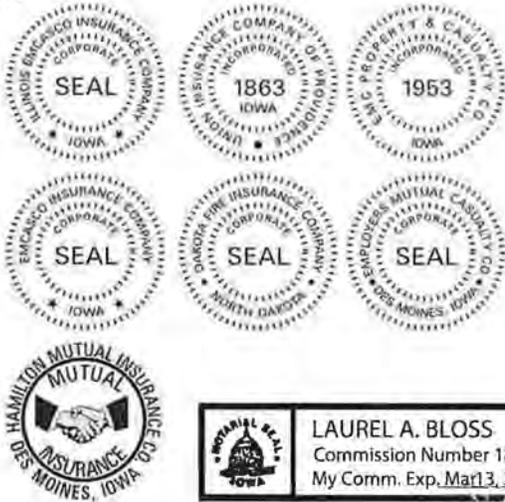
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RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 20TH day of JANUARY 2011

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel, Assistant Vice President/ Assistant Secretary

On this 20TH day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires March 13, 2014.

Laurel A Bloss, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 20, 2011 on behalf of David J. Wilstead, Taylor J. Wilstead are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of April, 2012.

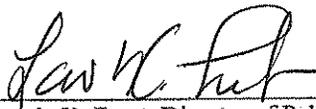
[Signature] Vice President

**AMENDMENT NO.1**  
**JOC # 2012-4107-0114**  
(Sewer Manhole Rehabilitation)

Contract verbiage in JOC # 2012-4107-0114 shall be amended to include the following:

Cooperative Use of Contract: Upon written approval of the Successful Bidder, this Contract may be tendered for use by other municipalities, school districts and government agencies. A current listing of eligible entities maybe found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) under 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

TOWN OF GILBERT

  
\_\_\_\_\_  
Lonnie K. Frost, Director of Public Works

7 May 12  
Date

CONTRACTOR

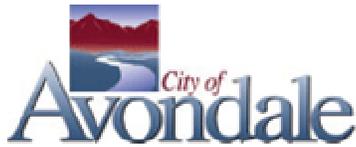
  
\_\_\_\_\_  
Title: President

5/7/2012  
Date

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
JOSEPH PAINTING COMPANY, INC.

[Work Orders]

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



# CITY COUNCIL REPORT

**SUBJECT:**  
Construction Contract Award - Crush Construction  
LLC - Thomas Rd Waterline

**MEETING DATE:**  
May 21, 2012

**TO:** Mayor and Council  
**FROM:** Wayne Janis, Water Resources Director (623)333-4444  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council award a construction contract to Crush Construction LLC for construction of the Thomas Rd Water Line in the amount of \$479,658.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**DISCUSSION:**

The scope of this project will include construction of a 16" water line from 103rd Avenue to 99th Avenue. Work will also include a jack & bore under the RID canal, fire hydrants, and stubouts for development. Invitation-for-Bid notices were published in the West Valley View on April 3, 2012 and April 10, 2012 and in the Arizona Business Gazette on April 5, 2012. A non-mandatory pre-bid meeting was held on April 16, 2012. Thirteen (13) bids were received and opened on May 10, 2012. Each bid package was reviewed and all met the bidding requirements. The bids ranged from approximately \$480,000 to \$850,000. Firms submitting the lowest four bids and the amount of their bids are as follows:

Crush Construction LLC	\$479,658.00
Citywide Contracting	\$480,657.00
JJ Sprague	\$532,000.00
Blucor	\$546,996.47

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. Crush Construction LLC with a bid of \$479,658.00 was determined to have submitted the lowest responsive bid. Staff contacted references provided and Crush Construction LLC did receive positive recommendations. Crush Construction LLC has completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that Crush Construction LLC is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval 5/21/12  
Notice of Award 5/22/12  
Notice to Proceed 6/5/12  
Completion 7/25/12

**BUDGETARY IMPACT:**

Funds for this project are budgeted in WA 514-1132-00-8520.

**RECOMMENDATION:**

Staff recommends that the City Council award a construction contract to Crush Construction LLC for construction of the Thomas Rd Water Line in the amount of \$479,658.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

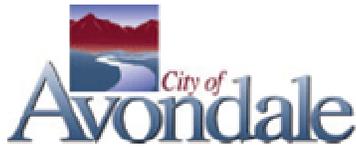
 [Bid Tabulation](#)

**CITY OF AVONDALE  
 BID TABULATION  
 PW12-011 Thomas Road Waterline - 103rd Ave to 99th Ave (WA1132)  
 BID DATE: May 10, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	JJ Sprague		Pierson Construction		RK Sanders		BF Contracting		Team Fishel		Blucor		T & T	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
105.30100	As-Built Documentation	1	LS	\$1,250.00	\$1,250.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,526.78	\$1,526.78	\$405.00	\$405.00	\$305.00	\$305.00
105.80100	Construction Staking, Survey and Layout	1	LS	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00	\$4,300.00	\$4,300.00	\$1,900.00	\$1,900.00	\$4,025.12	\$4,025.12	\$1,538.00	\$1,538.00	\$1,475.00	\$1,475.00
107.02000	AZPDES (NPDES) SWPPP	1	LS	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$5,600.00	\$5,600.00	\$3,600.00	\$3,600.00	\$13,872.91	\$13,872.91	\$2,697.00	\$2,697.00	\$5,520.00	\$5,520.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
109.09010	Mobilization/Demobilization	1	LS	\$44,593.00	\$44,593.00	\$37,000.00	\$37,000.00	\$9,200.00	\$9,200.00	\$3,970.00	\$3,970.00	\$21,185.88	\$21,185.88	\$17,072.00	\$17,072.00	\$28,600.00	\$28,600.00
109.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
336.01401	Permanent Asphalt Concrete Pavement Replacement for Longitudinal Trench Excavation; Full Depth Base Modified MAG Detail 200-1 "B"	960	SY	\$30.00	\$28,800.00	\$42.00	\$40,320.00	\$68.00	\$65,280.00	\$35.00	\$33,600.00	\$68.01	\$65,289.60	\$38.00	\$36,480.00	\$50.00	\$48,000.00
336.01100	Permanent Pavement Replacement (MAG Detail 200-1 "A")	635	SY	\$30.00	\$19,050.00	\$50.00	\$31,750.00	\$75.00	\$47,625.00	\$34.00	\$21,590.00	\$65.54	\$41,617.90	\$37.00	\$23,495.00	\$50.00	\$31,750.00
345.01410	Adjust Water Valve Box and Cover to Grade	3	EA	\$450.00	\$1,350.00	\$300.00	\$900.00	\$380.00	\$1,140.00	\$240.00	\$720.00	\$435.53	\$1,306.59	\$240.00	\$720.00	\$450.00	\$1,350.00
350.01310	Removal of Existing Asphalt Concrete Pavement for Longitudinal Trench Excavation	960	SY	\$6.00	\$5,760.00	\$3.50	\$3,360.00	\$11.00	\$10,560.00	\$11.00	\$10,560.00	\$18.88	\$18,124.80	\$4.85	\$4,656.00	\$5.00	\$4,800.00
350.01315	Removal of Existing Asphalt Concrete Pavement (For General Patch Areas Incl Remnant Sections <48" and Transverse Trench Excavation)	635	SY	\$6.00	\$3,810.00	\$4.00	\$2,540.00	\$6.00	\$3,810.00	\$11.90	\$7,556.50	\$5.19	\$3,295.65	\$4.85	\$3,079.75	\$5.00	\$3,175.00
401.01000	Traffic Control	1	LS	\$5,720.00	\$5,720.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$12,100.00	\$12,100.00	\$17,731.51	\$17,731.51	\$10,250.00	\$10,250.00	\$8,490.00	\$8,490.00
401.01100	Uniformed Off-Duty Officer (Allowance)	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
461.01200	100mm (4") Yellow Traffic Paint Stripe	7000	LF	\$0.40	\$2,800.00	\$0.60	\$4,200.00	\$1.00	\$7,000.00	\$0.90	\$6,300.00	\$0.43	\$3,010.00	\$0.37	\$2,590.00	\$0.90	\$6,300.00
602.20036	Encasement of Water or Sewer Pipe by Jacking or Tunneling Operation	113	LF	\$554.00	\$62,602.00	\$860.00	\$97,180.00	\$550.00	\$62,150.00	\$1,110.00	\$125,430.00	\$1,153.16	\$130,307.08	\$830.00	\$93,790.00	\$1,040.00	\$117,520.00
610.92316	Curb Stop with Flushing Pipe; Below Grade	1	EA	\$1,450.00	\$1,450.00	\$1,035.00	\$1,035.00	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$2,563.58	\$2,563.58	\$504.00	\$504.00	\$1,150.00	\$1,150.00
610.02316	16-Inch Ductile Iron Pipe Waterline, Class 250, ABC Backfill	2185	LF	\$84.00	\$183,540.00	\$71.50	\$156,227.50	\$114.00	\$249,090.00	\$84.80	\$185,288.00	\$121.40	\$265,259.00	\$75.00	\$163,875.00	\$97.00	\$211,945.00
610.12316	16-Inch Ductile Iron Pipe Waterline, Class 250 with Joint Restraint, ABC Backfill	398	LF	\$95.00	\$37,810.00	\$119.00	\$47,362.00	\$158.00	\$62,884.00	\$135.00	\$53,730.00	\$165.06	\$65,693.88	\$121.00	\$48,158.00	\$132.00	\$52,536.00
630.00016	16-Inch Gate Valve, Box and Cover	3	EA	\$4,750.00	\$14,250.00	\$5,100.00	\$15,300.00	\$5,300.00	\$15,900.00	\$5,500.00	\$16,500.00	\$6,870.74	\$20,612.22	\$5,598.00	\$16,794.00	\$5,940.00	\$17,820.00
650.13208	8-Inch Short Stub Lateral incl. 8" V,B & C	3	EA	\$5,525.00	\$16,575.00	\$5,000.00	\$15,000.00	\$7,400.00	\$22,200.00	\$5,100.00	\$15,300.00	\$7,200.21	\$21,600.63	\$4,315.00	\$12,945.00	\$5,555.00	\$16,665.00
650.63206	Fire Hydrant & 6-Inch Lateral Complete (Incl. Vert. Realignment)	3	EA	\$8,280.00	\$24,840.00	\$9,270.00	\$27,810.00	\$8,600.00	\$25,800.00	\$10,600.00	\$31,800.00	\$12,932.98	\$38,798.94	\$9,422.00	\$28,266.00	\$17,500.00	\$52,500.00
650.91000	Fire Hydrant Blow-off Manifold Assembly	1	LS	\$13,300.00	\$13,300.00	\$19,400.00	\$19,400.00	\$7,500.00	\$7,500.00	\$16,700.00	\$16,700.00	\$26,074.58	\$26,074.58	\$13,520.00	\$13,520.00	\$23,890.00	\$23,890.00
650.21000	Waterline Connection to Existing System	1	LS	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$5,200.00	\$5,200.00	\$950.00	\$950.00	\$3,292.09	\$3,292.09	\$1,426.00	\$1,426.00	\$10,700.00	\$10,700.00
<b>SUBTOTAL</b>					\$519,000.00		\$559,134.50		\$660,539.00		\$589,994.50		\$805,188.74		\$522,260.75		\$684,491.00
<b>Taxes As Applicable</b>					\$13,000.00		\$33,927.88		\$42,935.00		\$37,582.65		\$51,290.52		\$24,735.72		\$43,602.08
<b>TOTAL</b>					\$532,000.00		\$593,062.38		\$703,474.00		\$627,577.15		\$856,479.26		\$546,996.47		\$728,093.08
<b>TOTAL SUBMITTED BY BIDDER</b>					\$532,000.00		\$593,057.38		\$703,474.00		\$627,577.15		\$856,479.26		\$546,996.47		\$728,093.08
Is the Contract Complete?					Yes		Yes		Yes		Yes		Yes		Yes		Yes
Is Contract Properly Signed?					Yes		Yes		Yes		Yes		Yes		Yes		Yes
Bid Bond Attached?					Yes		Yes		Yes		Yes		Yes		Yes		Yes
Contractor License Attached?					Yes		Yes		Yes		Yes		Yes		Yes		Yes
Business License Attached?					Yes		Yes		Yes		Yes		Yes		Yes		Yes
References Attached & Complete?					Yes		Yes		Yes		Yes		Yes		Yes		Yes
Addendum 1 Signed and Attached?					Yes		Yes		Yes		Yes		Yes		Yes		Yes
Addendum 2 Signed and Attached?					Yes		Yes		Yes		Yes		Yes		Yes		Yes
Exceptions to Specifications?					No		No		No		No		No		No		No

**CITY OF AVONDALE  
 BID TABULATION  
 PW12-011 Thomas Road Waterline - 103rd Ave to 99th Ave (WA1132)  
 BID DATE: May 10, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Talis		Standard		Crush		Citywide		Redpoint		Sellers & Sons	
				Unit Price	Total Price	Unit Price	Total Price								
105.30100	As-Built Documentation	1	LS	\$4,529.44	\$4,529.44	\$620.00	\$620.00	\$350.00	\$350.00	\$250.00	\$250.00	\$100.00	\$100.00	\$300.00	\$300.00
105.80100	Construction Staking, Survey and Layout	1	LS	\$2,611.09	\$2,611.09	\$1,770.00	\$1,770.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$2,600.00	\$2,600.00	\$1,490.00	\$1,490.00
107.02000	AZPDES (NPDES) SWPPP	1	LS	\$3,704.01	\$3,704.01	\$2,520.00	\$2,520.00	\$2,500.00	\$2,500.00	\$3,800.00	\$3,800.00	\$10,000.00	\$10,000.00	\$10,615.00	\$10,615.00
107.15000	Community Relations (Allowance)	1	ALLOW	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
109.09010	Mobilization/Demobilization	1	LS	\$5,851.26	\$5,851.26	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$123,570.00	\$123,570.00
109.04000	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
336.01401	Permanent Asphalt Concrete Pavement Replacement for Longitudinal Trench Excavation; Full Depth Base Modified MAG Detail 200-1 "B"	960	SY	\$53.79	\$51,638.40	\$26.00	\$24,960.00	\$43.00	\$41,280.00	\$32.00	\$30,720.00	\$43.00	\$41,280.00	\$40.50	\$38,880.00
336.01100	Permanent Pavement Replacement (MAG Detail 200-1 "A")	635	SY	\$53.29	\$33,839.15	\$48.00	\$30,480.00	\$38.00	\$24,130.00	\$34.00	\$21,590.00	\$43.00	\$27,305.00	\$40.00	\$25,400.00
345.01410	Adjust Water Valve Box and Cover to Grade	3	EA	\$239.79	\$719.37	\$1,800.00	\$5,400.00	\$300.00	\$900.00	\$250.00	\$750.00	\$600.00	\$1,800.00	\$230.00	\$690.00
350.01310	Removal of Existing Asphalt Concrete Pavement for Longitudinal Trench Excavation	960	SY	\$4.27	\$4,099.20	\$3.15	\$3,024.00	\$4.00	\$3,840.00	\$10.00	\$9,600.00	\$12.00	\$11,520.00	\$5.50	\$5,280.00
350.01315	Removal of Existing Asphalt Concrete Pavement (For General Patch Areas Incl Remnant Sections <48" and Transverse Trench Excavation)	635	SY	\$4.13	\$2,622.55	\$4.00	\$2,540.00	\$3.00	\$1,905.00	\$7.00	\$4,445.00	\$8.00	\$5,080.00	\$5.00	\$3,175.00
401.01000	Traffic Control	1	LS	\$18,597.34	\$18,597.34	\$6,800.00	\$6,800.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$43,230.00	\$43,230.00
401.01100	Uniformed Off-Duty Officer (Allowance)	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
461.01200	100mm (4") Yellow Traffic Paint Stripe	7000	LF	\$0.81	\$5,670.00	\$0.36	\$2,520.00	\$0.50	\$3,500.00	\$0.30	\$2,100.00	\$1.00	\$7,000.00	\$0.75	\$5,250.00
602.20036	Encasement of Water or Sewer Pipe by Jacking or Tunneling Operation	113	LF	\$527.35	\$59,590.55	\$845.00	\$95,485.00	\$675.00	\$76,275.00	\$550.00	\$62,150.00	\$710.00	\$80,230.00	\$472.00	\$53,336.00
610.92316	Curb Stop with Flushing Pipe; Below Grade	1	EA	\$1,304.78	\$1,304.78	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$5,000.00	\$5,000.00	\$835.00	\$835.00
610.02316	16-Inch Ductile Iron Pipe Waterline, Class 250, ABC Backfill	2185	LF	\$103.77	\$226,737.45	\$98.00	\$214,130.00	\$65.00	\$142,025.00	\$59.00	\$128,915.00	\$62.00	\$135,470.00	\$59.00	\$128,915.00
610.12316	16-Inch Ductile Iron Pipe Waterline, Class 250 with Joint Restraint, ABC Backfill	398	LF	\$322.48	\$128,347.04	\$136.00	\$54,128.00	\$98.00	\$39,004.00	\$111.00	\$44,178.00	\$104.00	\$41,392.00	\$106.00	\$42,188.00
630.00016	16-Inch Gate Valve, Box and Cover	3	EA	\$5,079.48	\$15,238.44	\$7,150.00	\$21,450.00	\$5,000.00	\$15,000.00	\$5,100.00	\$15,300.00	\$4,500.00	\$13,500.00	\$5,907.00	\$17,721.00
650.13208	8-Inch Short Stub Lateral incl. 8" V,B & C	3	EA	\$4,604.74	\$13,814.22	\$5,280.00	\$15,840.00	\$3,650.00	\$10,950.00	\$4,500.00	\$13,500.00	\$6,000.00	\$18,000.00	\$3,184.00	\$9,552.00
650.63206	Fire Hydrant & 6-Inch Lateral Complete (Incl. Vert. Realignment)	3	EA	\$9,275.15	\$27,825.45	\$9,400.00	\$28,200.00	\$8,200.00	\$24,600.00	\$9,800.00	\$29,400.00	\$12,000.00	\$36,000.00	\$6,910.00	\$20,730.00
650.91000	Fire Hydrant Blow-off Manifold Assembly	1	LS	\$15,180.83	\$15,180.83	\$13,200.00	\$13,200.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$14,044.00	\$14,044.00
650.21000	Waterline Connection to Existing System	1	LS	\$764.30	\$764.30	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$990.00	\$990.00
<b>SUBTOTAL</b>					\$662,684.87		\$603,467.00		\$461,259.00		\$461,748.00		\$538,777.00		\$586,191.00
<b>Taxes As Applicable</b>					\$42,213.03		\$38,440.85		\$18,399.00		\$18,909.00		\$22,700.00		\$23,678.00
<b>TOTAL</b>					\$704,897.90		\$641,907.85		\$479,658.00		\$480,657.00		\$561,477.00		\$609,869.00
<b>TOTAL SUBMITTED BY BIDDER</b>					\$704,897.90		\$641,907.85		\$479,658.00		\$480,657.00		\$561,477.00		\$589,623.50
Is the Contract Complete?					Yes		Yes								
Is Contract Properly Signed?					Yes		Yes								
Bid Bond Attached?					Yes		Yes								
Contractor License Attached?					Yes		Yes								
Business License Attached?					Yes		Yes								
References Attached & Complete?					Yes		Yes								
Addendum 1 Signed and Attached?					Yes		Yes								
Addendum 2 Signed and Attached?					Yes		Yes								
Exceptions to Specifications?					No		No								



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3041-512 - Third Amendment to Intergovernmental Agreement with Maricopa County for Childhood Immunizations

**MEETING DATE:**

May 21, 2012

**TO:** Mayor and Council  
**FROM:** Paul Adams, Fire Chief (623) 333-6100  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the Mayor and City Council adopt a resolution amending an Intergovernmental Agreement with the Maricopa County Department of Public Health relating to the childhood immunization program extending the term of the agreement to February 28, 2013

**BACKGROUND:**

On February 19, 2008 the City Council adopted a resolution entering into an agreement with the Maricopa County Department of Public Health providing funding for Avondale Fire-Rescue to continue the childhood immunization program. For over twelve years Avondale Fire-Rescue has been participating in the federal Vaccines for Children (VFC) program. The goal of the program is to increase the capacity at the local level to provide immunizations to children from birth through 18 years of age.

On a monthly basis Avondale Fire-Rescue paramedics provide a wide variety of immunizations to children at no charge. The vaccines are provided to the department at no charge through the VFC program. An average of 100 children per month receive vaccines through the program in Avondale. The program is open to any child regardless of residence. Nursing services are required to support the program in order to appropriately evaluate a child's immunization record and determine which, if any, immunizations are required. Avondale utilizes a number of nurses on a contract basis to provide this support. The IGA provides \$15 per child immunized to support the program.

**DISCUSSION:**

The term of the original agreement expired on February 28 of this year and both parties wish to extend the agreement for an additional year. This amendment will extend the original IGA until February 28, 2013, limit the reimbursement amount to \$15 per child and increase the not-to-exceed amount from \$300,000 to \$375,000.

All other terms and conditions of the original agreement will remain in force.

**BUDGETARY IMPACT:**

The funding provided through the IGA will allow the childhood immunization program to continue for another year.

**RECOMMENDATION:**

Staff recommends that the Mayor and City Council adopt a resolution amending an Intergovernmental Agreement with the Maricopa County Department of Public Health relating to the childhood immunization program extending the term of the agreement to February 28, 2013

## ATTACHMENTS:

Click to download

 [Resolution 3041-512](#)

**RESOLUTION NO. 3041-512**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING A THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO CHILDHOOD IMMUNIZATION SERVICES.

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

SECTION 1. The Third Amendment to the Intergovernmental Agreement with Maricopa County relating to childhood immunization services (the “Third Amendment”) is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 21, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3041-512

[Third Amendment]

See following pages.

**AMENDMENT  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
by and through the DEPARTMENT  
OF PUBLIC HEALTH AND  
THE CITY OF AVONDALE  
by and through AVONDALE  
FIRE DEPARTMENT for  
Childhood Immunizations**

- I. The above named agreement is hereby amended as specified below:
- A. Coversheet, Line 3 and Section IV, 1. Compensation, B: Increase the not-to-exceed amount from **\$300,000** to **\$375,000**. This is an increase of **\$75,000** for the budget period **February 29, 2012 to February 28, 2013**.
  - B. Coversheet, Line 6: replace expiration date with **February 28, 2013**.
  - C. Revise Section IV, 2. Method of Payment, A. Administration Fee rate of **\$15.00 per child immunized, per visit**.
  - D. Add the following section to Section I, General Provisions:

28. **CONFLICT OF INTEREST.**

This Agreement may be canceled by either party pursuant to Arizona Revised Statutes (A.R.S.) § 38-511.

- E. Section IV, 3. Notice: Replace City of Avondale notice address to the following:

City of Avondale  
Charles P. McClendon, City Manager  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
(623) 333-1000

- II. All other terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties agree to the changes indicated herein:

FOR AND ON BEHALF OF  
MARICOPA COUNTY

FOR AND ON BEHALF OF  
THE CONTRACTOR

By \_\_\_\_\_  
Chairman, Board of Supervisors

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST: AT

TEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In accordance with the requirements of Arizona Revised Statutes (A.R.S.) § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

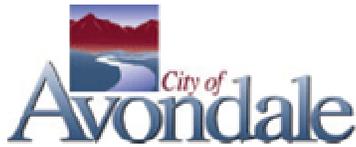
APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Maricopa County

\_\_\_\_\_  
Attorney for Contractor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3044-512 - Grant Agreement with First Things First Southwest Maricopa Regional Partnership Council

**MEETING DATE:**

May 21, 2012

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting City Council approval of a resolution authorizing the grant agreement with First Things First Southwest Maricopa Regional Partnership Council to receive funding for the provision of services to families with children under five years of age and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The Arizona Early Childhood Development and Health Board, known as First Things First, is a State agency established by voter initiative to support a voluntary system of early care and education. The objective is to provide an array of education and health programs for families with children from birth to age five. The Southwest Maricopa Regional Partnership Council (Regional Council) represents Avondale and surrounding communities and is charged with making strategy and funding recommendations to the First Things First Board.

**DISCUSSION:**

The scope of work for the grant addresses the priority areas of the Regional Council and enhances the services provided out of the Care1st Avondale Resource and Housing Center. The Center connects families to services that support parents, early childhood care and education, housing and health services. Avondale staff provide information and referrals for families and also conduct outreach efforts to educate the public and organizations that serve families at the Center. Other agencies serving families are invited to use the community training room and to locate a satellite office in the Center whenever possible. In addition, health insurance enrollment services are offered at the Center through a subgrant with a community-based organization.

The grant agreement provides an award amount of up to \$175,000. A subgrant of approximately \$44,000 will be provided to extend the contract with a non-profit organization to conduct on-site health insurance enrollment. In addition, a program evaluation will be conducted with an external consultant for approximately \$15,000. The remaining funds will be used to support staff costs and to supplement operational revenues.

**BUDGETARY IMPACT:**

No matching funds are required to receive this grant, and the General Fund will not be impacted.

**RECOMMENDATION:**

Staff recommends that the City Council adopt the resolution authorizing the grant agreement with First Things First Southwest Regional Partnership Council.

## ATTACHMENTS:

Click to download

 [Resolution and Agreement - First Things First](#)

**RESOLUTION NO. 3044-512**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A GRANTEE AGREEMENT WITH THE FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

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

SECTION 1. The Grantee Agreement with the First Things First Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board relating to services at the City of Avondale Family Resource Center (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 21, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3044-512

[Agreement]

# GRANTEE AGREEMENT

GRA-RC007-13-0496-01

**Between The  
Southwest Maricopa Regional Partnership Council,  
Arizona Early Childhood Development and Health Board  
(First Things First)  
And  
City of Avondale**

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), the Southwest Maricopa Regional Partnership Council (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to City of Avondale (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on July 1, 2012 and shall terminate on June 30, 2013. This agreement is renewable for two (2) additional twelve (12) month extensions, based on satisfactory performance and continued available funding.

**III. DESCRIPTION OF SERVICES**

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

- a) Intent: A needs and assets assessment of the Southwest Maricopa region has shown that parents and families need access to information and resources to be the best parents possible. Furthermore, data and information reveals that the region has a lack of quality family support services that assist parents of young children in accessing information about child development, child health and related parenting skills. The region is also lacking in programs and recognizes the limited capacity of existing programs to provide referrals to local services that can help parents and families support their children's optimal development and health. In order to address the Southwest Maricopa Regional Partnership Council's identified need of limited access to parent education programs, services, and resources, the Council has chosen to invest funding to support Family Resource Centers. (Refer to Scope of Work, Exhibit A, Statement of need for a full description.)

- b) Program: First Things First funded Family Resource Centers provide resource and referral information to identify supports and services available to families with young children and provide each family with access to information and support on topics such as parenting skills; early childhood development including social emotional, language and literacy, cognitive, physical and motor development; and child health. (Refer to Scope of Work, Exhibit A, Description of the strategy including Standards of Practice, Exhibits B, C and D for a full description.)
- c) This is a universal strategy designed to serve all families of children in the region ages birth to five. (Refer to Scope of Work, Exhibit A, Target Population to serve.)
- d) Adhere to the First Things First Data Collection Target Service Unit Guidance Documents (Exhibits E, F, and G).
- e) Adhere to the First Things First Data Security Guidelines (Exhibit H).
- f) Comply with the Scope of Work Narrative Responses, Implementation Plan and Submit the Grant Management Forms provided by First Things First (Attachments A – H).
  - a. NOTE: Narrative Responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted prior to this agreement becomes final and is signed by First Things First. **Submission is required by April 10, 2012.**
- g) Agencies and Departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

#### IV. MANNER OF FINANCING

The GRANTOR shall:

- a) Provide up to **\$175,000** to GRANTEE for services provided under Paragraph III.
- b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE via the First Things First on-line grants management system. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.
- c) Prior to processing payment, a review of submitted quarterly program narratives and data submission reports will be conducted as well as a review of any other required submission of programmatic information by the grantor to ensure programmatic requirements have been fulfilled. Timely submission of these reports is also required for payment.

#### V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

## **VI. FINANCIAL AUDIT**

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 (“Audits of States, Local Governments, and Non-profit Organizations”) if GRANTEE expends more than \$500,000 from federal awards/dollars, *a copy of the GRANTEE’s audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days.*

## **VII. DEBARMENT CERTIFICATION**

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”.

## **VIII. FUNDS MANAGEMENT**

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with State of Arizona requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (<http://gao.az.gov/travel/default.asp>).

## **IX. REPORTING REQUIREMENTS**

Regular reports by the GRANTEE shall include:

Programmatic, Data Submission, and Financial Reports

1. The GRANTEE shall provide quarterly program narrative & evaluation data reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. Reporting is submitted via the First Things First on-line grants

management system known as Partners and Grant Management System (PGMS) and shall contain such information as deemed necessary by the GRANTOR.

a. Quarterly Programmatic Narrative & Data Submission Reports are due:

- i. Period: July 1, 2012 – September 30, 2013  
Due: October 20, 2012
- ii. Period: October 1, 2012 – December 31, 2012  
Due: January 20, 2013
- iii. January 1, 2013 – March 31, 2013  
Due: April 20, 2013
- iv. April 1, 2013 – June 30, 2013  
Due: July 20, 2013
- v. The final programmatic report as submitted shall be marked FINAL

b. Financial Reimbursement Reports

- i. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted using the First Things First online grants management system known as Partners and Grant Management System (PGMS). This submission includes a basic line item ledger the detail the type of expense relating to the approved line item budget and validates approved staffing assigned to the project, travel is within the approved state rate limitation, and other line item budget expenditure details.
- ii. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XL, NOTICES, of this Agreement.

**X. ASSIGNMENT AND DELEGATION**

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

**XI. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**XII. SUBCONTRACTORS**

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

**XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XIV. PROHIBITION ON GOVERNMENT CONTRACTS**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

**XXI. ARBITRATION**

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

**XXII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. First Things First follows all State of Arizona and Federal laws, State of Arizona Uniform Terms and Conditions and in particular abides by the Arizona Uniform Terms and Conditions and Uniform Instructions and are incorporated into this Agreement through reference. These laws include Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to immigration status of its employees. First Things First may request verification for any Grantee, Contractor, or Subcontractor performing work under the

agreement. Anyone entering into an Agreement with First Things First is required to follow any and all State laws around immigration and English only. Should First Things First suspect that a grantee is not in compliance with state or federal laws and First Things First may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination, and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIII. ENTIRE AGREEMENT**

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section XI Amendments of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIV. RESTRICTIONS ON LOBBYING**

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State, Local or Federal government.

**XXV. LICENSING**

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVI. NON-DISCRIMINATION**

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

**XXVII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXVIII. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXIX. ADVERTISING AND PROMOTION OF AGREEMENT**

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

**XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The GRANTOR reserves the right to review and approve any publications and/or media funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First and normally located in the Partners and Grant Management System (PGMS).

**XXXI. INDEMNIFICATION**

Indemnification Language for Public Agencies. To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party and its departments, officers, employees and agents (as 'indemnitee') for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

*This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

**XXXII. CONFIDENTIALITY OF RECORDS**

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

**XXXIII. TERMINATION**

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The GRANTEE shall be liable to the GRANTOR for any excess costs incurred by the GRANTOR in procuring materials or services in substitution for those due from the GRANTEE.
- c) The GRANTEE reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTOR to comply with any term or condition of the Agreement. The GRANTEE staff shall provide 30 days' prior written notice of the termination to the GRANTOR.

**XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXV. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVI. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXVIII. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS**

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

**XXXIX. LEGAL ARIZONA WORKER**

GRANTEE hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GRANTEE employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). GRANTEE shall further ensure that each subcontractor who performs any work for GRANTEE under this contract likewise complies with the State and Federal Immigration Laws.

**XL. NOTICES**

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall submit notices relative to this Agreement to:

First Things First  
Attention: Finance  
4000 North Central, Suite 800  
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

City of Avondale  
Attention: Charles P. McClendon  
11465 W. Civic Center Drive  
Avondale, AZ 85323

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF  
City of Avondale**

**FOR AND BEHALF OF THE  
Arizona Early Childhood Development  
And Health Board**

\_\_\_\_\_  
Charles McClendon  
City Manager

\_\_\_\_\_  
Rhian Evans Allvin  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

## Grant Agreement Attachments & Exhibits

Attachment A	Standard Agency Information Collection Form
Attachment B	Key Personnel Overview
Attachment C	Narrative Questions/Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget Form
Attachment F	Budget Narrative Explanation
Attachment G	Disclosure of Other Funding Sources
Attachment H	Financial Systems Survey
Exhibit A	Scope of Work Reference
Exhibit B	Family Resource Center Standards of Practice
Exhibit C	Health Insurance Outreach and Enrollment Assistance Standards of Practice
<del>Exhibit D</del>	<del>Food Security Standards of Practice</del>
Exhibit E	First Things First Target Service Unit Information – Family Resource Center
Exhibit F	First Things First Target Service Unit Information – Health Insurance Enrollment
<del>Exhibit G</del>	<del>First Things First Target Service Unit Information – Food Security</del>
Exhibit H	Data Security Guidelines

## **Attachment A**

### **FIRST THINGS FIRST STANDARD AGENCY INFORMATION COLLECTION FORM**

#### **A. Agency Information:**

Program Name (if applicable): Care1st Avondale Resource and Housing Center

Agency: City of Avondale

Contact Person: Gina Montes

Address: 11465 West Civic Center Boulevard

Position: Neighborhood & Family Services Director

Address:

Email: gmontes@avondale.org

City, State, Zip: Avondale, AZ, 85323

Phone: 623.333.2727 (direct) Fax: 623.333.0270

County: Maricopa

Employer Identification Number: 86-6000233

Agency Classification:  State Agency  County Government  Local Government  Schools  
 Tribal  Faith Based  Other

Have you previously conducted business with First Things First using this EIN?  Y  N

If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: [http://www.gao.az.gov/Vendor/account\\_setup\\_home.asp](http://www.gao.az.gov/Vendor/account_setup_home.asp).

In which Congressional (Federal) District is your agency?  
<http://www.azredistricting.org> (click on Final Maps)

Enter District # 7

In which Legislative (State) District is your agency?  
<http://www.azredistricting.org> (click on Final Maps)

Enter District # 12, 13, 23

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?  
\$700,000 (inclusive of Neighborhood & Family Services Department only)

What is your organization's fiscal year-end date? June 30

Accounting Method:  Cash  Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133?  Y  N

Please provide contact information of the audit firm conducting your audit:

Agency: Henry & Horne

Address: 1115 E. Cottonwood Lane, Ste. 100, Casa Grande, AZ 85122-2950

Phone Number: 520.836.8201

#### **B. Proposed Program Information / Description:**

Amount requested: \$175,000

Service area of proposed program: Southwest Maricopa County

Target population of proposed program: Families with children under age 5

**Target Service Units:**

**Family Resource Center:**

Number of families to be served: 2,500

**Health Insurance Enrollment:**

Number of families to be served: 1,500

Please provide a **brief** description of the **proposed program** in one or two paragraphs and this will be the source for a public description describing the nature of the program being implemented that will be used by First Things First.

The Care1st Avondale Resource and Housing Center is a 6,000 square-foot center that connects families in the Southwest Valley to a wealth of human services, health resources and housing services. The center connects families to services that support parenting and early childhood education. The center aims to be a focal point for coordination and collaboration among early childhood service providers and to be an access point for resources that support healthy and positive outcomes for young children. Agencies are invited to use the community training room and to locate a satellite office in the center whenever possible. In addition, health insurance enrollment services are offered at the center through a community-based organization. All services are provided in a linguistically appropriate and culturally sensitive manner.

**C. Contact Information**

**First Things First Partner and Grants Management System (PGMS) require four designated contacts for contact with First Things First related to this grant (the same person may be assigned to more than one of the roles, if appropriate).**

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**Main Contact Information** – This should be information for the person designated as the Main contact for this grant award and this person can view all information related to this grant (financial, programmatic and data collection/evaluation in nature). This person will also be the primary contact for First Things First and should be the person responsible for ensuring the program plan is implemented. Primary correspondence from First Things First will be sent to this person.

**Main Contact Person:** Gina Montes

**Position:** Neighborhood & Family Services Director

**Address:** 11465 W. Civic Center Blvd

**City, State, Zip:** Avondale, AZ 85323

**Email:** gmontes@avondale.org

**Phone:** 623.333.2727 (direct)

**Fax:** 623.333.0270

**Program Contact Information** – This should be information for the person designated as the Program contact for this grant award and this person can view information related to this grant for program or data collection purposes only.

Program Contact Person: Jennifer Griffin

**Position:** Resource Center Outreach Coordinator

**Address:** 328 West Western Avenue

**City, State, Zip:** Avondale, AZ 85323

**Email:** [jgriffin@avondale.org](mailto:jgriffin@avondale.org)

**Phone:** 623.333.2761 (direct)

**Fax:** 623.333.0271

**Financial Contact Information** – This should be information for the person designated as the financial contact for this grant award and this person can view information related to this grant for financial purposes only.

**Financial Contact Person:** Lorisa Sjaaheim

**Position:** Accountant

**Address:** 11465 W. Civic Center Drive

**City, State, Zip:** Avondale, AZ 85323

**Email:** [lsjaaheim@avondale.org](mailto:lsjaaheim@avondale.org)

**Phone:** 623.333.2022 (direct)

**Fax:** 623.333.0200

**Evaluation Contact Information** – This should be information for the person designated as the Evaluation contact for this grant award and this person can view information related to this grant for data collection purposes only.

**Evaluation Contact Person:** Maria Aviles

**Position:** Resource Center Coordinator

**Address:** 328 West Western Avenue

**City, State, Zip:** Avondale, AZ 85323

**Email:** [maviles@avondale.org](mailto:maviles@avondale.org)

**Phone:** 623.333.2751 (direct)

**Fax:** 623.333.0271

In addition, your application may have included information about a collaborating partner/agency. Please replicate this information as many times as necessary to document the participation and agreement to be involved with the application as a collaborating agency/partner.

**Collaborator**

Agency: Care1st Health Plan of Arizona  
Address: 2335 E. Camelback Road, Ste. 300  
Address  
City, State, Zip: Phoenix, AZ 85016  
County: Maricopa

Contact Person: Anna Maria Maldonado  
Position: Director of Sales and Marketing  
Email: ammaldonado@care1st.com  
Phone: 602.778.8321 Fax:

**Collaborator**

Agency: Helping Families in Need  
Address: PO Box 595  
Address  
City, State, Zip: Avondale, AZ 85323  
County: Maricopa

Contact Person: Edny Gonzalez  
Position: Co-Director  
Email: [edny@hfinaz.com](mailto:edny@hfinaz.com)  
Phone: 623.209.9592 (direct) Fax: 623.333.0271

**Collaborator**

Agency \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
County \_\_\_\_\_

Contact Person \_\_\_\_\_  
Position \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_

## **Attachment B**

### **KEY PERSONNEL OVERVIEW**

<b>STAFF MEMBER</b>	<b>BACKGROUND AND EXPERTISE OF PERSONNEL</b>
<p>Name: Gina Montes Title: NFS Director FTE on this project: .05</p>	<p>Directs the City of Avondale Neighborhood &amp; Family Services Department which is charged with organizing neighborhood outreach, human services and citizen participation programs to improve the quality of neighborhoods throughout the city. She oversees the Social Services Division, the Community Development Block Grant (CDBG) program, and the Code Enforcement Division and the Youth Development Division. The Care1st Avondale Resource and Housing Center falls within the Social Services Division.</p> <p>Ms. Montes has more than 17 years of experience in local government and human services programs. Prior to joining the City of Avondale, she was deputy human services director for the City of Phoenix. She also worked for the City of Phoenix in a variety of capacities, including internal auditor, management intern, management assistant and deputy city auditor. She holds a Bachelor of Arts degree in History and Political Science from Texas Christian University in Fort Worth, and a Master's degree in Public Affairs from the University of Texas at Austin.</p>
<p>Name: Jennifer Griffin Title: Resource Center Outreach Coordinator FTE on this project: 1.0</p>	<p>Conduct outreach to external agencies (non-profit, governmental, school districts, child care centers, etc.) providing services to families with children under age 5, with an emphasis on those funded by First Things First. Assure that external agencies are aware of the resource center and that staff at the resource center are familiar with the gamut of services available to families with young children. Develop and maintain regular system of communication with external agencies and facilitate use of the center by those agencies. Works closely and in conjunction with a variety of community leaders, healthcare providers, educational institutions, and other organizations to develop and maintain strong understanding and support of program initiatives. Coordinate parent resources and events at the Resource Center. Work with families with young children to access services through the Resource Center. Facilitates parent family referrals to First Things First-funded agencies and other providing services to families with young children. Provide extra support for families with young children in special need of assistance in accessing services to support their needs.</p> <p>Jennifer Griffin holds a Bachelor of Science degree in Human Services and over 13 years of experience working with families with children under age 5. Jennifer's experience includes work with the Healthy Families Program and Maricopa County Head Start Program. Jennifer brings expertise in child development, parenting, children with special needs, advocating on behalf of families, and case management. Jennifer is currently implementing the Family Success Project for the City of Avondale.</p>
<p>Name: Maria Aviles Title: Resource Center Coordinator FTE on this project: 1.0</p>	<p>Oversee the operation of the Care1st Avondale Resource and Housing Center. Duties include coordinating service provision, assisting with identifying and recruiting needed community services, assisting residents in finding and applying for services, and coordinating the community conference room schedule. Communicate with funders such as Care1st Health Plan Arizona and coordinate communication of partner non-profit agencies housed at the Resource Center. Provide support to other related neighborhood projects and activities. Assist with increasing the funding for the Resource Center by applying for grants, contracts, and contributions.</p> <p>Maria has over 10 years of experience in human services working in communities to support individuals and families. Prior to her position as Resource Center Coordinator, she worked for the Youth Services Division for the City of Avondale. She previously worked with parents seeking to return to higher education as an Advanced Program Coordinator. Maria has also worked as a Program Project Specialist for the State of Arizona and as an Eligibility &amp; Recruitment Specialist for SER-Jobs for Progress, under the U.S. Department of Labor. Maria holds a B.A. in Mexican-American Studies and Sociology from the University of Arizona.</p>

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
<p>Name: Candice Ratlief  Title: Education and Referral Coordinator  FTE on this project: .54</p>	<p>Assist with providing information and referral of families with children under age 5 to parenting, health and other early childhood resources in the community. Develops and maintains resource and referral information to assist families find timely and appropriate community-based programs and resources. Facilitates parent groups and/or works in conjunction with established community based parent groups to provide educational and/or informational programs for clients. Develops and monitors effectiveness of parent to parent bulletin board to facilitate development of informal resource and support network. Provides information and assistance as needed to promote home safety. Works closely with parents to access services to increase understanding of parenting skills. Organizes educational events, play groups and classes at the Resource Center and City facilities to draw families of young children to the center and as a means to increase awareness about the center.</p> <p>Candice Ratlief received an Associate of Arts degree from Estrella Mountain Community College and a Bachelor’s degree in Psychology from Grand Canyon University. While enrolled in college, Candice worked as a Teacher’s Assistant at First Steps Children’s Center and at La Petite Academy. After being employed by Phillips &amp; Lyon, PLC as a legal assistant, Candice spent 2004-2009 employed by Southwest Human Development as a Family Support Specialist in the Healthy Families program. Since the beginning of 2010, Candice has been employed by the City of Avondale, initially as an Outreach Specialist working in the Avondale Young Families program and currently as a Family Education Coordinator, facilitating the Avondale Family Education &amp; Resource Program.</p>
<p>Name: Christina Avila  Title: Community Outreach Coordinator  FTE on this project: .10</p>	<p>Coordinates outreach efforts for the department and the Community Action Program (CAP) and provides leadership in the Social Services Division as a back-up to the Social Services manager. Organizes outreach for the department, organizes events and mentors social services staff in customer service. She coordinates Community Action Program support of the Resource Center and assures that education and referrals are made to all families with young children receiving CAP services. Assures that all families with young children who access CAP services are also referred to the Care1st Avondale Resource and Housing Center.</p> <p>Christina has a Bachelor’s degree in social work from Arizona State University. Christina was previously a manager with Not My Kid, a non-profit organization dedicated to prevention and early intervention and outreach programs for youth. She was also Program Director for Valley Big Brothers Big Sisters and served that organization for eight years. Christina brings to the Social Services Division strong direct service skills, administrative skills, and volunteer coordination experience.</p>

**\*In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

# Gina Ramos Montes

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★ 322 E Desert Park Lane Phoenix, AZ 85020 602-216-0365 H 623-333-2727 W ★

## EXPERIENCE

### **Neighborhood and Family Services Department, City of Avondale** Sep 06 to present *Neighborhood and Family Services Director*

- Plan, direct and manage the functions of the following program divisions: Youth Development, Social Services, Code Enforcement and Community Development Block Grant (CDBG).
- Oversee Historic Avondale neighborhood revitalization efforts and housing rehabilitation programs
- Manage operations of Community Action Program and services provided from Avondale Community Center and the Care1st Avondale Resource and Housing Center.
- Lead city foreclosure mitigation efforts including data analysis, Neighborhood Stabilization Program and neighborhood property maintenance efforts.
- Coordinate department activities with other City departments and outside agencies to benefit Avondale.
- Oversee the functions of the Neighborhood and Family Services Commission.
- Organize and support outreach and citizen participation to improve the quality of neighborhoods.
- Prepare annual budget; monitor and approve expenditures; forecasts additional funding needs.

### **Human Services Department, City of Phoenix**

#### *Deputy Human Services Director* Sep 02 to Sep 06

- Provided overall administrative management for the Education Division (\$22 million grant and 120 staff).
- Coordinated Head Start program activities with other City departments and governmental, social service, and private community agencies to assure maximum program benefits.
- Maintained working relationships with officials at the municipal, county, state, and federal levels and leaders in business and non-profit agencies.
- Established and monitored management controls for administrative, program, and fiscal priorities.
- Provided support to the Head Start Policy Council (parent commission) in establishing program priorities.
- Developed, implemented, and monitored contracts for service with school districts and non-profit agencies.

### **City Auditor Department, City of Phoenix**

#### *Deputy City Auditor* July 00 to Sep 02

- Managed staff of five in citywide projects involving internal control procedures, performance measures, and other management services.
- Assigned and supervised projects and reviewed reports for completeness and accuracy.
- Planned and conducted risk analyses and develop solutions to improve internal controls.
- Collaborated with other departments on citywide initiatives and on business process improvements.
- Led complex projects and provided hands on training to new staff.

### **Human Services Department, City of Phoenix**

#### *Management Assistant II* Feb 99 to July 00

- Coordinated all Formal and Policy City Council and Subcommittee actions for the department.
- Resolved customer service issues referred by City Council, management and the public.
- Reviewed and wrote administrative, City Council, financial reports, policies and procedures.
- Supervised professional intern, special projects, and staff teams.
- Provided staff support to the Human Services Commission and Workforce Investment Board.

## **Neighborhood Services Department, City of Phoenix**

*Management Assistant I*

July 98 to Feb 99

- Provided customer service support to the Director by researching high profile issues, coordinating and preparing responses, and tracking cases through resolution.
- Prepared a variety of reports on a weekly, monthly, and quarterly basis communicating department activities to City Council, top management, the public, and staff.
- Supervised and provided staff support to the Neighborhood Initiative Areas (redevelopment target zones) in the areas of reporting, coordination, special projects.

## **City of Phoenix**

*Management Internship Program*

July 97 to July 98

- Rotated in three assignments, including the City Manager's Office, Development Services Department, and Budget and Research Department.
- Provided staff support for City Council Policy Sessions, Housing and Neighborhood Subcommittee, Phoenix Sonoran Valley Preserves and the Development Services ad hoc committees.
- Resolved citizen complaints on behalf of the City Manager.
- Monitored and analyzed budget submissions, prepared summary budgets, processed adjustments.

## **City Auditor Department, City of Phoenix**

*Internal Auditor II*

Sep 95 to July 97

- Conducted performance studies and cost analyses on operational and financial systems.
- Supervised and trained new auditors.
- Examples of projects included city overtime usage, temporary employee policy, neighborhood block watch grant program, transit sole source cost analysis, municipal court financial system.
- Wrote detailed audit reports and one-page briefing memoranda.
- Conducted focus groups and interviewed all levels of staff.

## **Office of the City Auditor, City of Austin, TX**

*Professional Intern*

Sep 94 to Sep 95

- Provided research and analytical support for audits on topics such as overtime, utilities customer service, personnel policies.
- Designed and administered surveys for performance and compliance evaluation.

## **EDUCATION**

### **University of Texas at Austin**

**Master of Public Affairs**, Lyndon B. Johnson School of Public Affairs

Woodrow Wilson Foundation Fellowship, Congressional Hispanic Caucus Institute Fellowship

### **Texas Christian University, Fort Worth**

**Bachelor of Arts**, History and Political Science

TCU Scholar, Hatton Sumners Foundation Scholar, 1992 Outstanding Student Leadership Award

## **COMMUNITY INVOLVEMENT**

Camp Fire Greater Arizona Council, Board of Directors; First Things First North Phoenix Regional Council, 2008-2010; Superior Court CASA Volunteer; Arizona Head Start Association, Board of Directors; Upward Foundation, Board of Directors; Friendly House, Board of Directors, 2001 Treasurer, 2002 Vice Chair; Arizona City/County Management Association, Scholarship Committee Chairman

**Jennifer Griffin**  
**11727 W. Softwind Drive**  
**Sun City, AZ 85373**  
**(602) 332-4870**  
**mgriffin8367@cox.net**

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## **Education**

**Bachelor of Science in Human Services**, September 1998  
Hilbert College, Hamburg, New York

## ***Social Work Experience***

**Family Success Project Specialist**, City of Avondale, Avondale, AZ.  
October 2011 – present.

- Responsible for implementation, outreach, recruitment, and eligibility for the Family Success Project
- Conducts home visits to educate parents and caregiver's about child development, early literacy, and parenting
- Conducts developmental screenings on children 0 – 5 years of age and refers families for further evaluation if needed
- Assesses families strengths and need using the Matrix self-sufficiency assessment tool
- Develops self-sufficiency case plans with families and refers to appropriate agencies if needed
- Develops and maintains community partnerships with other social service agencies
- Maintains accurate, up to date files on all families enrolled in the Family Success Project

**Family Support Specialist**, Crisis Nursery Healthy Families Program, Phoenix, AZ.  
July 2000 – October 2011.

- Conducted home visits to assess family needs and provided supportive home visitation services
- Developed family case plans with family members and other service providers
- Assessed and identified crisis; worked with parents and other service providers to reduce or alleviate the severity of the situation
- Educated parents on different parenting techniques, child development, and promoted positive parent-child relationships
- Promoted early literacy activities using the Reading Is Fundamental Program
- Facilitated parent and child playgroups
- Conducted developmental screenings and referred to appropriate agencies
- Developed relationships with community agencies to recruit families

- Made referrals for community services; supported parents in fully utilizing resources and advocated on behalf of families for needed services
- Maintained accurate, up-to-date documentation on all cases
- Provided training and support to team members

**Family Case Specialist, Maricopa County Head Start, Mesa, AZ.**  
January 1999 – July 2000

- Responsible for outreach, recruitment, eligibility and full enrollment of classrooms
- Conducted home visits with parents to develop family needs assessments, family action plans and family goals
- Developed and maintained community partnerships with social service agencies
- Provided referrals for families and advocated for needed services
- Monitored daily attendance and conducted family home visits to ensure regular attendance
- Implemented the parent involvement and social service parent trainings

**Intern, Parents Anonymous, Buffalo, NY.**  
September 1997 – June 1998.

- Answered and resolved crisis help line phone calls
- Communicated weekly with 20 clients in the phone follow up program
- Provided in-home support and role modeling to parents and their children
- Organized group activities for children while their parents were attending a support group
- Updated accurate client files

## **REFERENCES**

Available upon request

## **Candice L. Ratlief**

25604 W. Rio Vista Ln. ♦ Buckeye, AZ ♦ 85326

Cell: (623) 695-4332

Home: (623) 386-3603

clratlief@aol.com

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### **Summary of Qualifications**

- Clearly communicates with others in ways that are strength-based, respectful, and courteous.
- Exhibits exceptional verbal skills while on the phone, during interpersonal conversations, and while speaking publicly.
- Effectively communicates through written documents, forms, reports and notes.
- Sensitive to linguistic, cultural, social, economic and individual differences.
- Maintains positive and constructive working relationships with others.
- Effective at organizing and structuring time and activities, while remaining flexible and able to cope with unexpected changes and needs.
- Positive attitude toward new ideas, suggestions and constructive criticism.

### **Professional Experience**

#### **City of Avondale: Neighborhood & Family Services (Present Employer)**

##### **Family Education Coordinator**

- Develops parent education and early literacy programs to meet the needs of the community.
- Facilitates and organizes workshops to provide parents with information on child-development and other issues regarding the parenting of young children.
- Administers child development screenings and provides appropriate resources and referrals when screenings result in an “at-risk” score.
- Facilitates developmental play groups as a form of outreach and to provide parents with child development information.
- Promotes early literacy education by facilitating workshops, organizing early literacy events, and distributing children’s books.
- Provides resource coordination and referrals.
- Works closely and in conjunction with a variety of community organizations, healthcare providers, and educational institutions to develop and maintain a strong understanding and a support of program initiatives.
- Coordinates emergency baby box distribution program. Orders emergency baby box items, organizes assembly activities, distributes boxes, and tracks service statistics.

##### **Community Outreach Specialist**

- Successfully promotes and implements outreach projects related to the Avondale Young Families Program.
- Plans and facilitates Avondale Young Families parent education workshops and support groups.
- Markets and promotes the Avondale Young Families Program through targeted outreach at local schools, medical offices and other human services agencies and organizations.
- Provides case management for Avondale Young Families Program participants through the use of individual family service plans and maintenance of detailed case files.
- Identifies and provides resources to residents who request information on family and parenting resources.
- Effectively implements and maintains system for program outcome measurement.

## **Southwest Human Development: Healthy Families - 2004 - 2009**

### **Family Support Specialist**

- Provide child development monitoring and follow-up for all families on caseload.
- Encourage positive play and interaction among family members.
- Facilitate activities for parents and their children during home visits.
- Provide information on child development to families.
- Utilize assessment tools to set goals with families.
- Utilize child development assessments and curriculum in the planning of interventions with specific families.
- Seek out and utilize suggestions of peers, supervisor and consultants to plan interventions for families.
- Utilize goals to drive the work for all families.
- Maintain and utilize efficiently and safely the agency's physical facility and equipment.
- Understand and maintain private and sensitive information within the confines of need-to-know parameters.
- Submit accurate and complete reports as per program guidelines and according to program timelines.
- Share pertinent information with supervisor and peers regarding work progress, successes, barriers, concerns and other areas that may have an impact on the department's service or image.

## **Phillips & Lyon, PLC - 2002 - 2004**

### **Legal Assistant**

- Effectively handles allocated caseload of up to 60 files in an efficient and timely manner.
- Draft business letters and other communications as directed by supervisors.
- Handles, sorts, screens, and facilitates mail and other written correspondence.
- Schedules meetings for attorneys to meet with clients or others.

## **First Step Children's Center - 1997-1999**

### **La Petite Academy - 1999 - 1999**

#### **Teacher's Assistant**

- Works as a member of a co-operative team in order to provide an appropriate educational program for the children within the service.
- Ensures that policies of the academy/center are implemented in providing care and educational programs for the children.
- Provides a safe, healthy and welcoming environment.
- Assists team leader as required in setting up or putting away equipment, cleaning equipment and any other tasks incidental to the primary contact role.
- Supervises children's play, making sure of their physical safety at all times.
- Helps children with daily routines such as toileting, diapering, eating and sleeping.
- Works as a member of a co-operative team, sharing housekeeping duties.
- Guides children's behavior and social development.
- Performs basic first aid in emergencies and prepare incident reports as needed for minor injuries.
- Develops a partnership with parents and provide them with a verbal report of their child's daily physical and emotional well-being, activities, developmental struggles and accomplishments.

### **Education**

#### **Grand Canyon University**

Bachelor of Science, Psychology (2002)

#### **Estrella Mountain Community College**

Associate of Arts and Associate of General Studies (1999)

**Maria M. Aviles**  
**17681 W. Willow Dr.**  
**Goodyear, AZ 85338**  
**(520) 743-6388**

**City of Avondale, Neighborhood and Family Services**

**Avondale, AZ**

*Resource Center Coordinator*

4/2011 - Present

Plan, organize, and manage several special events on a regular basis. Identify resident needs and recruit new partnerships accordingly. Track spending of resources. Present to agencies in order to promote programs and services and resource center awareness. Develop and maintain a network of community-based organizations and government liaisons. Research and develop relationships on a local, state, and federal level. Schedule or approve of all events and meetings within the facility. Guide the time and efforts of two support staff while on-site. Interact with the public both in written and oral form in both English and Spanish. Assist residents in finding and applying for human services. Assist with various neighborhood projects and activities which improve the surrounding neighborhood and assists residents in improving their quality of life. Assist in identifying needed human and housing service providers, schedule service providers in the Resource Center. Provide oversight for the building including reporting needed repairs, ensure that required maintenance is accomplished.

**City of Avondale, Neighborhood and Family Services**

**Avondale, AZ**

*Administrative Assistant*

11/2010 - 2/2011

Assist with identifying needed community services; assist residents in finding and applying for services in Avondale, southwest valley and beyond; coordinate the community conference room as well as common areas within the Care1st Avondale Resource and Housing Center; assist in smooth delivery of services and activities at both the Care1st Avondale RHC and the City of Avondale Community Center; openly, effectively, and positively communicate with city, Care1st, community members, and service/housing service provider agencies both in English and fluent Spanish when necessary; research additional financial resources in the form of local and federal grants; obtain donations for activities that support program objectives; provide direct support to Youth Services Coordinator and program staff; collect and submit data and narrative reports for First Things First grant; attend department and division meetings to remain informed of services that effect the community.

**Pima County Community College**

**Tucson, AZ**

US Dept. of Education, Title V grant

*Program Assistant*

1/2009 - 3/2009

Prepared invoices, reports, memos, letters, financial statements and other documents, using word processing, spreadsheet, database, or presentation software; answered phone calls and directed calls to appropriate parties or took messages; conducted research, compiled data, and prepared papers for consideration and presentation by Administrators and committees; attended meetings to record minutes; performed general office duties, such as ordering supplies, managed records database systems, and performed basic bookkeeping work; filed and retrieved documents, records, and reports; opened, sorted, and distributed incoming correspondence, including faxes and email; made travel arrangements for program administrators;

**Pima County Community College**

**Tucson, AZ**

US Dept. of Housing and Urban Development

*Advanced Program Coordinator*

3/2008 - 12/2008

Recruited and directly impacted the following outcomes: 85% of the students recruited completed the program in its entirety; 72% of the students received a passing grade for their life skills course; 1,108 collective credit hours were completed post-program. Planned and scheduled programming based on time availability, and other factors, such as community needs, participant demographics; monitored and reviewed programming to ensure that schedules were met and guidelines were adhered to; directed and coordinated activities of personnel engaged in program objective delivery; performed personnel duties, such as hiring staff and evaluating work performance; developed budgets for program activities and monitored expenditures to ensure that they remain within budgetary limits and federal and collegiate expense regulations; initiated weekly communication with community liaisons in the juvenile justice system, non-profit social service agencies, municipal governments, and state government assistance programs; prepared detailed narratives regarding budget and programmatic activity on a quarterly basis; received 2007 GEM Award recipient for Community Service and Dedication as awarded by Campus President.

**Pima County Community College**

**Tucson, AZ**

US Dept. of Housing and Urban Dev., HSIAC grant

*Program Assistant*

3/2006 - 3/2008

Advised current and potential students in regards to college policies and academic programs; worked daily with staff from various college departments in order to facilitate the enrollment of program participants; compiled monthly programmatic and budget reports; organized all aspects of quarterly student achievement ceremonies such as date selection, event promotion, secured dignitary attendance, student participation, community attendance, certificates, compilation of DVD of program activities, catering, and multi-media presentation during the event; interviewed applicants to obtain information on work history, training, education, and job skills; reviewed and evaluated applicant qualifications or eligibility for program according to established guidelines; contacted applicants to inform them of consideration and selection;

**State of Arizona, Dept. of Economic Security**

**Tucson, AZ**

Child Care Administration

*Program Project Specialist*

9/2004 - 3/2006

Ensured compliance with state laws, including reporting requirements; prepared reports, such as organization and flow charts; answered phone calls from the public and other State departments, directed calls to appropriate parties or took messages; conducted research, compiled data, prepared papers for consideration and presentation by executives, committees and boards; attended meetings to record minutes; filed and retrieved documents, records, and reports; opened, sorted, and distributed incoming correspondence, including faxes and email; certified child care providers on the Native American reservation.

**SER- Jobs for Progress, Inc., US Dept. of Labor**

**Tucson, AZ**

*Eligibility Specialist (2001-2002); Information Specialist (2002-2004)*

1/2001 - 9/2004

Answered applicants' questions about benefits and claim procedures; interpreted and explained information such as eligibility requirements, application details; initiated procedures to grant and refer applicants to other agencies for assistance; interviewed applicants for assistance to gather information pertinent to their applications; prepared applications and forms for applicants for such purposes as school enrollment and support services via Youth Opportunity or Workforce Investment Act funding; recruited hundreds of inner-city, at-risk youth for program participation in order to assist in academic retention or gainful employment

## **Attachment C – Narrative Questions & Responses**

### **Narrative Responses Required**

To complete your Application, provide a narrative response that addresses each of the items below.

- a) Provide a description of the program being proposed.

#### **Family Resource Center**

Funding provided by First Things First will be used to help support the 6,000-plus-square-foot The Care1st Avondale Resource and Housing Center and connect Southwest Valley families to the wealth of human services provided there. Funding will also be used to expand the services of the center, evaluate current services provided and assure that maximum return on investment is achieved for families with young children. It is expected that 550 parents with children age birth to five years will receive resource and referral information and direct services provided at the Care1st Avondale Resource and Housing Center. Some of the Services and referrals provided through resources center include the following.

- Assistance with renewals and applications for AHCCCS health care, nutrition assistance (food stamps) and for cash assistance
- GED, literacy and ESL classes
- Walk-in services for WIC (Women, Infant and Children) the USDA's nutrition program
- Support services for pregnant teenagers and their families
- Employment services
- Behavioral health counseling
- Classes to educate and certify in-home child care providers with CPR, safety and first-aid issues, instruction on positive communication and appropriate developmental play
- Supportive services for developmentally disabled children and adults and their families
- Legal services (civil cases only)
- Support groups for various groups (victims of domestic violence, sexual abuse, those suffering from depression, grandparents caring for grandchildren)
- First-time home buyer support under the City of Avondale's Homebuyer Assistance Program
- Workshops for caregivers of Alzheimer patients
- Literacy and Parenting classes for families with children ages birth to five years
- Medicare benefits counseling
- Court-ordered parent information classes
- Grocery shopping program for seniors that live alone and are immobile
- Constituent services provided by staff of Congressman Raul Grijalva
- United States citizenship classes

Services are currently provided as required in the First Things First Family Resource Centers Standards of Practice. First Things First staff support will be utilized to maintain quality of services, identify additional agencies and continue proactive outreach of new services and increase awareness of families with young children. Operating costs are also supported by Care1st Health Plan Arizona which provides additional technical assistance and financial support to Helping Families In Need, the contracted non-profit agency providing health insurance enrollment services.

### **Health Insurance Enrollment**

In addition, funds will be used to continue the contract with a Helping Families In Need, the qualified vendor currently providing public health insurance and enrollment assistance activities to 1,500 families annually at the Care1st Avondale Resource and Housing Center. Helping Families In Need was selected utilizing approved practices as outlined by the First Things First Health Insurance Outreach and Application Assistance Standards of Practice and in compliance with City of Avondale procurement procedures. The intended target population of this funding opportunity is the population of families with children ages birth through five who are likely to qualify for public health insurance, yet are currently underserved. Additionally, the targeted population will include underserved populations or underserved geographic locations, focusing specifically on families up to 200 percent of the Federal Poverty Level. This strategy targets all families with children ages birth through five, as well as health professionals who serve families with children in this age range throughout the Southwest Maricopa region. The vendor currently works to identify families who might be eligible for these services, providing information and education to families regarding the availability of the programs, and/or assisting families to complete the Health-E-Arizona application or completing the renewal process. Helping Families In Need identifies and provides direct outreach and information to potentially eligible families. Helping Families in Need also encourages and assists families to renew their enrollment on time to prevent a gap or complete loss in health insurance coverage.

### **Program Evaluation**

Funds will also be used to contract with a consultant to assist with a program evaluation of the Resource Center that will include a review of services provided, customer service, partner agency satisfaction, areas of strength and collaboration and coordination with agencies serving young children and their families. The process will also be used to put in place ongoing customer surveys or another method of ongoing evaluation that will be used for continuous improvement. The City of Avondale is committed to positive outcomes for families. The evaluation will be used to help the center strengthen its role in the system of early childhood health and education.

- b) Identify and describe the target population to be served by the proposed strategy, including:
  - Population demographics, i.e. all children birth through five, infants and toddlers, families of infants, early childhood professionals, etc.

Resource and referral services provided by the Care1st Avondale Resource and Housing Center will target families in the Southwest Maricopa Region (including Avondale, Buckeye, Gila Bend, Goodyear, Litchfield Park, Tolleson and Tonopah) with a specific emphasis on families with children age birth through five. In addition, the Care1st Avondale Resource and Housing Center will continue to function as a regional hub for early childhood services and other social service providers. Services provided via the Care1st Avondale Resource and Housing Center are seen as vital to the Southwest Maricopa considering the demographics of the region.

Over the last decade, population growth took place at a rate of over 114%, making the city one of the fastest-growing in Maricopa County. Census 2010 confirmed a population of 76,238 residents and is projected to rise to 106,000 by 2020. Avondale's 2005-2009 demographic profile revealed that the minority population exceeded the national average by 45.5% and person and families living in poverty are at least 2% more than the national average (US Census 2009). Avondale is a fairly young city; the average age is 28.6, 8.2% less than the national average. Avondale has a 25% drop out rate with only 20% holding college degrees (U.S. Census, 2005-2009).

The Arizona Department of Education 2010 AZ's Instrument to Measure Standard (AIMS) Results indicate that the percentage of school that are "Under Performing" in the Southwest Maricopa Region at 15.6% is significantly greater than the state average of 1.9%

Data provided by the U.S. Census Bureau, American Community Survey indicates that Southwest Maricopa (10.7% based on the three largest cities in the region) has a significantly higher percentage of population of children under age 4 than both the state (7.9%) and national (6.9%) averages.

- Target Service Number based on the Unit of Service(s) included in the scope of work above.

The City of Avondale is projecting to provide 2,500 information and resource referrals through the various activities of the Care1st Avondale Resource and Housing Center and insurance enrollment to 1,500 individuals through its contract with a qualified vendor.

- How the strategy will meet the needs of the targeted population in terms of being culturally competent, linguistically appropriate, age appropriate and gender responsive.

The Resource Center strategy has proven to be a culturally appropriate strategy for the delivery of educational opportunities, resources, and links to other services for healthy child development. All partners housed at the Avondale Care1st Resource Center are encouraged to have capacity to deliver program content, outreach and services for Spanish-only speaking clientele. Additionally, resource center management and Neighborhood and Family Services Department staff are available when additional support and translation may be necessary. When appropriate, service deliver modes are adjusted to meet the needs of population being serviced. This may include one on one consultation, small group settings or informal informational events.

- Recruitment and outreach efforts, engagement and retention practices for the targeted population.

Avondale Care1st Resource Center staff has worked diligently to network with schools, churches, non-profit agencies and other community organization to for the purpose of outreach, recruitment and retention. Regularly scheduled information fairs, networking events and targeted outreach have also proven to be effective means for marketing the resources and services available through the Care1st Avondale Resource and Housing Center.

- c) Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance to provide the proposed service.

The Care1st Avondale Resource and Housing Center is currently operational with all necessary agreements and partnerships in place. The current agreement with Helping Families in Need, the health insurance enrollment partner, will be in effect until August, 2012. Prior to expiration, this contract will be renewed to ensure continuity of service. Additional partnerships will be sought with new First Things First – funded service providers, and the staff will also seek to strengthen existing partnerships. The program evaluation will also be used to identify additional capacity needs of which we may not be aware. At that time, we will seek training, and technical assistance, as needed.

- d) Identify barriers to providing the service or program proposed and plans for addressing these barriers. Describe plans to recruit and locate personnel within the

geographical region of the provided service and that are linguistically and culturally competent for the population to be served.

No barriers to continuing the Resource Center are anticipated. In addition, appropriate staff is in place to continue excellent services. The most common language spoken other than English is Spanish. Currently, there are several staff available in the Neighborhood & Family Services Department who are fluent in Spanish and English, and two are currently full-time staff at the Resource Center. In rare situations when neither staff is available, others are made available to assist with translation. In addition, the Neighborhood & Family Services strives to provide services in a culturally sensitive manner and seeks partners with the same philosophy. Helping Families in Need staff are from the area and come from the same population we are seeking to serve through the Resource center.

- e) Describe the plan and resources necessary to meet FTF basic reporting requirements, maintain data securely and confidentially, and utilize data to assess progress in achieving outcomes of the proposed strategy.

The City of Avondale collects daily service and referral data for families served with children ages birth through 5 years. This data is compiled and submitted to First Things First on a quarterly basis via the standardized Resource Center Data Report. These standardized reports capture monthly totals within each quarter and reflect the total number of families with children ages birth through five years that are provided services at the Avondale Care1st Housing and Resource Center and the total number of families (with children ages birth through five years) that are provided with referrals to outside agencies. In addition to the Resource Center Data reports, the City of Avondale captures outreach data including the number and type of outreach activities and the number reached. Other data captured and reported quarterly includes narrative information regarding weekly Community Based Trainings offered at the Avondale Care1st Housing and Resource Center. More specific data regarding the Community Based trainings will be captured using the First Things First developed Pre/Post test and the Community Based Training Satisfaction Survey. Data and feedback gathered with these instruments is evaluated on an ongoing basis during bi-weekly program planning and evaluation meetings. Results from the Community Based Training Pre/Post Test and Satisfaction survey provide Avondale staff with useful information for the identification of issues and the development of strategies for program refinement.

- f) It is the intent of the Maricopa County- based Regional Councils to work collaboratively with existing and newly-funded family resource centers. The collaboration will focus on the following: outreach and awareness of services and programming available to families with young children; improve the service and programs provided by the family resource centers and family support specialists with a primary focus on resource and referral; and provide a forum for service

providers to plan, coordinate and jointly implement programming for families. As part of this collaborative approach, councils seek agencies which will actively participate in the collaborative process including meeting attendance and related functions throughout the duration of the grant term including renewal periods. Please describe your capacity to participate in collaborative processes including but not limited to: staffing levels, staff experience, participation in similar processes, roles and outcomes of prior collaborative experiences, etc.

The Neighborhood & Family Services Department fully embraces the collaboration goal and already employs this philosophy within current operations. The Resource Center was created with the goal of collaborating with and supporting existing non-profit and other organizations to locate and provide services to residents of the Southwest Valley. With the renewal of the First Things First funding, our goal is to focus our efforts on connecting with other providers of services to families with young children. Since we will no longer be providing direct services to families, our focus will shift to primarily connecting families to other services in the community. The Center already provides these referrals, but the expectation is that the staff will be attending as many meetings and functions as possible throughout the community to strengthen partnerships. The Resource center is available and marketed as a gathering place for providers, and it will continue to be offered as a location for service providers to plan, coordinate and jointly implement programming for families.

All staff are professionals with extensive education and experience in the early childhood and human services fields. This gives the Resource center the capacity to fully participate in collaborative processes and the ability to represent the Resource center and department in a wide variety of forums.

## Attachment D

### IMPLEMENTATION PLAN: July 1, 2012 – June 30, 2013

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Complete program evaluation of the Resource Center	Write scope of work	Resource Center Outreach Coordinator/Resource Center Coordinator	7/15/12	Scope of Work
	Initiate solicitation process for consultant to conduct evaluation.	Resource Center Coordinator	7/15/12	Avondale web site posting
	Select a consultant and execute agreement	Resource Center Coordinator	8/15/12	Agreement
	Oversee completion of evaluation	Resource Center Coordinator	10/15/12	Evaluation Report
	Review and Implement recommendations as appropriate	NFS Director with support from staff	12/15/12	Implementation Report
Continue providing referrals to families in need of services	Update referral info	Education & Referral Coordinator	7/30/12	Participant database
	Update database	Education & Referral Coordinator	Ongoing	Quarterly Reports
	Track data	Education & Referral Coordinator	Ongoing	
	Provide resources and referrals as needed	Education & Referral Coordinator/Resource Center Outreach Coordinator	Ongoing	Quarterly Reports
Renew contact with Helping Families In Need to provide Health Insurance Enrollment	Initiate Request for Legal Services process for contract renewal	Resource Center Coordinator	8/1/12	Request for Legal Services Document
	Secure City Council approval for contract renewal	NFS Director	8/30/12	Council Report
	Submit contact for signatures	Resource Center Coordinator	9/15/12	Signed Contract
Conduct regular meetings with First Things First, Care1st and City of Avondale staff to coordinate efforts and to enhance communication with these major stakeholders.	Schedule and host meetings	Resource Center Coordinator	Bi-monthly	Meeting Notes
Partnership team conducts initial and ongoing monthly meetings to develop program plans, outreach strategies, resolve issues and propose quality improvement strategies	Schedule and host meetings	Resource Center Coordinator	Bi-Monthly	Attendance sheets

Attend cross regional meetings	Attend meetings	Resource Center Outreach Coordinator and NFS Director	As scheduled	Attendance sheets
Attend statewide meetings	Attend meetings	Resource Center Outreach Coordinator and NFS Director	As scheduled	Attendance sheets
Submit ongoing quarterly reports to FTF	Compile data and submit reports	Resource Center Coordinator	10/20/12 1/20/13 4/20/13	Spreadsheets, reports, narratives
Submit final report to First Things First	Compile data and submit report	Resource Center Coordinator	7/20/13	Spreadsheets, reports, narratives

## **Attachment E and F Instructions**

### **How to Complete the Line Item Budget and Budget Narrative**

Complete a 12-month budget for the period of July 1, 2012 through June 30, 2013 using the template provided in Attachment E. Please make sure you include a budget narrative as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
  - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
  - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Requests for line item modifications, which do not change the total program funding, shall be requested in writing and shall only be made following receipt of written authorization from First Things First.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your Application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

## Attachment E – Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

**Budget period: July 1, 2012 – June 30, 2013**

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$72,712</b>
Salaries	Outreach Coordinator – 1.0 FTE	44,994	
	Information & Referral Specialist -- .54 FTE	27,718	
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$21,318</b>
Fringe Benefits or Other ERE	Outreach Coordinator	13,036	
	Information & Referral Specialist	8,282	
<b>PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>Professional &amp; Outside Services Sub Total</b>	<b>\$21,070</b>
Contracted Services	Program Evaluation	15,000	
	Janitorial Services	6,070	
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$500</b>
In-State Travel	Mileage for Local Travel	500	
Out of State Travel			
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	<b>\$44,000</b>
Subgrants or Subcontracts to organizations/agencies/entities	Health Insurance Enrollment	44,000	
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$11,000</b>
• Telephones/Communications Services	Cell phone allowances	2,400	
• Internet Access		--	
• General Office Supplies	Office/Janitorial Supplies	1,500	
• Food	Events/Partner Meetings	2,000	
• Rent/Occupancy		--	
• Evaluation (non-contracted & non-personnel expenses)		--	
• Utilities		--	
• Furniture		--	
• Postage		--	
• Software (including IT supplies)		--	
• Dues/Subscriptions		--	
• Advertising		--	
• Printing/Copying	Collateral Materials	1,000	
• Equipment Maintenance		--	
• Professional Development/Staff Training	Early Childhood Conference	600	
• Conference Workshops/ Training Fees for Staff	Other training	1,000	
• Insurance		--	
• Program Materials		--	
• Program Supplies		--	
• Scholarships		--	
• Program Incentives		2,000	
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	<b>\$4,900</b>
Equipment \$4,999 or less in value	Time clock – Kronos system	4,900	
<b>Subtotal Direct Program Costs:</b>			<b>\$</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$0</b>
Indirect/Admin Costs		\$0	<b>\$</b>
<b>Total</b>		<b>\$</b>	<b>\$175,000</b>

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_

## **Attachment F – Budget Narrative**

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 12 month line item budget categories and subcategories.***

**Personnel Services:** *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

**Outreach Coordinator:** This position is currently filled by Jennifer Griffin and represents 1.0 full-time equivalent (FTE) which will be fully dedicated to First Things First programming. This staff member's current hourly rate is \$21.00 for a total of \$43,680 annually. A total of \$44,984 is budgeted for next year which includes a 3% merit increase.

**Information & Referral Specialist:** This position is currently filled by Candice Ratlief and represents 0.54 FTE. This staff member's current hourly rate is \$24.03 for a total cost to First Things First of \$26,990. A total of \$27,718 is budgeted for the grant period which includes a 3% merit increase. This position will dedicate 54% of its time to First Things First programming.

**Employee Related Expenses:** *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*

**Outreach Coordinator:** Actual benefit costs were used to estimate expenses for the next grant period as no increases are anticipated. The components included are Health \$3,369.60, Dental \$320.58, OASDI \$2807.74, Medicare \$656.76, Disability \$127.40, Retirement \$4,567.94 and Life Insurance \$186.16 for a total of \$12,036. Benefits represent 27% of this employee's annual salary.

**Information & Referral Specialist:** Actual benefit costs were used to estimate expenses for the next grant period as no increases are anticipated. The components included are Health \$4,149.60, Dental \$320.58, OASDI \$3,056.82, Medicare \$714.74, Disability \$138.84, Retirement \$4,933.24, Life Insurance \$212.16 for a total of \$13,526. Benefits represent 26% of this employee's annual salary.

**Professional and Outside Services:** *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.*

**Program Evaluation:** A total of \$15,000 is budgeted for consultant services for the completion of a program evaluation. The amount was determined based on past experience in hiring a qualified consultant for a project of similar magnitude.

Janitorial Services: A total of \$6,070 was budgeted for janitorial services at a total monthly estimate of \$505.83.

**Travel**: *Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in-state and out-of-state travel.*

Mileage for Local Travel: Mileage was budgeted for approximately 100 miles per month for local travel at .445/mile not to exceed \$500 annually.

**Aid to Organizations or Individuals**: *In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.*

Health Insurance Enrollment: The contract with Helping Families in Need will be renewed at the same level of the current year for \$44,000.

**Other Operating Expenses**: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives*

Telephones/Communication Services: Cell phone allowances: This amount is calculated at \$100 a month for 12 months for two staff for a total of \$2,400. This is the current cost of cell phone allowance with a data plan and is the standard City of Avondale amount.

General Office Supplies: Office/Janitorial Supplies: Office and Janitorial supplies are calculated at \$125 per month for 12 months for a total of \$1,500. This amount is based on current actual costs for these supplies.

Food: Events/Partner Meetings: This line item will provide for meeting expenses primarily for community events held at the Resource Center for a total of \$2,000. This allows for 4 events at a cost of approximately \$500 per event.

Printing: Collateral Materials: Printed materials will be updated at a cost of \$1000. This is based on the contracted rate with the printer under contract with the City of Avondale.

Professional Development/Staff Training: A total of \$600 is budgeted for registration fees for the Early Childhood Conference.

Conference Workshops/Training Fees for Staff: Other training is budgeted at \$1,000 which will allow for each staff member to attend at least one in-state or local conferences/trainings.

**Non-Capital Equipment**: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Time clock – Kronos system: Currently, there is no time clock for available at the Resource Center, which means that staff hours must be manually entered into the City of Avondale payroll system. This investment will increase efficiency and assure that errors do not occur in timekeeping. The unit is estimated at \$3,900 with wiring and installation costs at approximately \$1,000.

**Administrative/Indirect Costs**: *Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization’s indirect cost rate. Such costs are generally identified with the organization’s overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

- Option A - Administrative Costs**: *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization’s management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project’s director and other administrative staff not attributable to the time spent in support of a specific project.*
- Or** **Option B - Federally Approved Indirect Costs**: *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

*Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.*

Indirect Costs: The City of Avondale's indirect rate is currently under review by the U.S. Department of Housing and Urban Development. For the next program year, Avondale will not be receiving an indirect rate.

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_

**Attachment G**

**DISCLOSURE OF OTHER FUNDING SOURCES**

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program\*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

<b>Type of Funding (Federal, State, local, other)</b>	<b>Received From</b>	<b>Amount</b>	<b>✓ If used for match on this grant</b>
none			
<b>TOTAL:</b>			

**\*This table should include only those funds that will support the program detailed in this Application.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Title Neighborhood & Family Services Director

**Attachment H:**

**FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY**

Name of Applicant: City of Avondale

**Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.**

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

**A. GENERAL INFORMATION**

1. Has your organization received a Federal or State Grant within the last two years?	<input type="radio"/> YES <b>X</b> <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please <b>attach</b> a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.  <b>This information is available in the City’s Comprehensive Annual Financial Report (CAFR) located on the City’s website (beginning on page 161) at <a href="http://www.avondale.org/documents/City%20Departments/Finance%20and%20Budget/Comprehensive%20Annual%20Financial%20Report/COA%20FINAL%20CAFR%202011%20(12-29-11)_WEB%20VERSION.PDF">http://www.avondale.org/documents/City%20Departments/Finance%20and%20Budget/Comprehensive%20Annual%20Financial%20Report/COA%20FINAL%20CAFR%202011%20(12-29-11)_WEB%20VERSION.PDF</a></b>	<input type="radio"/> YES <b>X</b> <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please <b>attach</b> a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED “ORIGINAL”. It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO  <b>N/A</b>
4. Please <b>attach</b> a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the “Schedule of Expenditures for Federal Awards” can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED “ORIGINAL”  <b>The Schedule of Expenditures for Federal Awards begins on page 166, of the city’s CAFR</b>	
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <b>X</b> <input type="radio"/> NO <input type="radio"/> N/A

6. If you answered YES to question #5, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other X Specify: <u>section 115(1) – governmental unit</u>	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES X <input type="radio"/> NO

**B. FUNDS MANAGEMENT**

1. Which of the following describes your organization’s accounting system? <b>Processing is primarily automated with the exception of a manual interface between the payroll system and the general ledger</b>	<input type="radio"/> Manual <input type="radio"/> Automated <input checked="" type="radio"/> Combination X
2. How frequently do you post to the General Ledger? <b>As frequently as daily (real-time processing), however some activities are recorded on a monthly basis (e.g. p-card purchases, certain banking transactions, etc.)</b>	<input type="radio"/> Daily X <input type="radio"/> Weekly <input type="radio"/> Monthly X <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input type="radio"/> YES X <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input type="radio"/> YES X <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee’s time?	<input type="radio"/> YES X <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input type="radio"/> YES X <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? <b>NOTE:</b> Those organizations using allocable direct charges <b>must attach</b> a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate <b>must attach</b> a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges X <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

**C. INTERNAL CONTROLS**

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input type="radio"/> YES X <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input type="radio"/> YES X <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input type="radio"/> YES X <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input type="radio"/> YES X <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input type="radio"/> YES X <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input type="radio"/> YES X <input type="radio"/> NO

**D. PROCUREMENT**

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input type="radio"/> YES <b>X</b> <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input type="radio"/> YES <b>X</b> <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input type="radio"/> YES <b>X</b> <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	<input type="radio"/> YES <input type="radio"/> NO <b>X</b>
5. Does the organization maintain written procurement policies and procedures?	<input type="radio"/> YES <b>X</b> <input type="radio"/> NO

**E. CONTACT INFORMATION**

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Lorisa Sjaheim

Job Title: Accountant

Date: 4/10/12

Phone/Fax/Email: 623-333-2022 , 623-333-0200, Lsjaheim@avondale.org

**F. CERTIFICATION**

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

\_\_\_\_\_  
Authorized Signature

**G. COMMENT AND ATTACHMENTS**

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): \_\_\_\_\_

**COMMENTS:**

**C.6 The City's grant policies and procedures are currently in the final levels of completion pending management review.**

**D.4 Contract administration is managed at the departmental level. These responsibilities are addressed in the grant policies and procedures manual.**

## **Exhibit A:** **Scope of Work**

### **Overview of First Things First**

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children 5 and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First board and the 31 regional partnership councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids 5 and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The regional councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders, and philanthropists.

#### ***First Things First Strategic Direction***

FTF's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the FTF Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The FTF Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by FTF work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The FTF Board and Regional Partnership Councils determine the priorities

and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

### **School Readiness Indicators**

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars
5. % of children with newly identified developmental delays during the kindergarten year
6. # of children entering kindergarten exiting preschool special education to regular education
7. #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
8. #/% of children receiving timely well child visits
9. #/% of children age 5 with untreated tooth decay
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being

## **Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?**

### Statement of need

All families, regardless of background, can benefit from information or education related to child development and health, as well as access to resources, supports and services. At some point during the course of parenting, all families have questions and seek information or resources. Some families may be searching for nearby family child care providers, while others may be concerned about their child's early health. Families also may be trying to cope with the everyday issues of parenting like toilet training or feeding a picky eater.

A needs and assets assessment of the Southwest Maricopa region has shown that parents and families need access to information and resources to be the best parents possible. Furthermore, data and information reveals that the region has a lack of quality family support services that assist parents of young children in accessing information about child development, child health and related parenting skills. The region is also lacking in programs and recognizes the limited capacity of existing programs to provide referrals to local services that can help parents and families support their children's optimal development and health. In order to address the Southwest Maricopa Regional Partnership Council's identified need of limited access to parent

education programs, services, and resources, the Council has chosen to invest funding to support Family Resource Centers.

Family Resource Centers embedded in local communities provide families with young children access to information and/or education on a variety of child development and health topics. Information about where and when parenting education programs are available should be easily accessible by all interested persons. Family Resource centers can also contribute to the community building process as they serve as a central location for engaging local community organizations and local government in the identification and resolution of community concerns.

#### Description of strategy including Standards of Practice

First Things First funded Family Resource Centers provide resource and referral information to identify supports and services available to families with young children and provide each family with access to information and support on topics such as parenting skills; early childhood development including social emotional, language and literacy, cognitive, physical and motor development; and child health. Community based parent education sessions may also be housed and offered at resource center locations to build a more comprehensive, robust center. Through this effort, families can access programming while simultaneously building their own social connections thereby reducing isolation. Additionally, Regional Partnership Councils may also fund the direct service of health insurance enrollment assistance for families as part of this family resource center strategy.

The grantee will implement a program that:

- ✓ Provides access to information on a variety of child development, child health and parenting topics
- ✓ Provides information about where and when parenting education programs are available and referrals to those programs to meet each family's unique needs
- ✓ Provides information on and/or referrals to developmentally appropriate learning opportunities that support early language and literacy development which prepare children for success in school and life.
- ✓ Operates the Family Resource Center at a community location or locations within the region that are convenient and easily accessible for families. Family participation is voluntary and must be provided free of charge to the family.
- ✓ Carries out the program model in accordance with the First Things First Family Resource Center Standards of Practice, Food Security Standards of Practice and the Health Insurance Outreach and Enrollment Assistance Standards of Practice. Refer to Exhibits A, B and C.

#### **First Things First School Readiness Indicators related to this strategy:**

FTF is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicator below:

- % of families who report they are competent and confident about their ability to support their child's safety, health and well being

**First Things First Goal Area to be addressed:**

- Family Support and Literacy

Target Population to serve

This is a universal strategy designed to serve all families of children in the region ages birth to five.

Geographic Area

Programs funded under this agreement must provide services throughout the region. The Southwest Maricopa Regional Partnership Council provides services within the communities of Avondale, Buckeye, Goodyear, Litchfield Park, Tolleson and Gila Bend including zip codes 85323, 85329, 85351, 85353, 85337, 85338, 85340, 85326, 85396, 85309, 85354, 85343, 85322, 85395, and 85392. The portion of the Tohono O’odham Nation in Maricopa County is not included and the portion of the Gila River Indian Community in Maricopa County is also not included.

Coordination and Collaboration

First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service. Grant partners must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to participating in regular meetings. Depending upon the strategy, there may be additional statewide meetings which the Grant partners may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Grant partners should plan the appropriate staffing and budget to support travel to and attendance at monthly meetings within the regional area or statewide meetings, as appropriate.

Program Specific Data Collection and First Things First Evaluation

Grant partners agree to participate in the FTF evaluation and any program specific evaluation or research efforts. Data collection and FTF evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this scope of work. When services are provided to more than one region (multi-regional strategies), the grant partner must collect and store client data for each region served through the grant agreement.

Unit of Service and related Target Service Number Definition:

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number

of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures Definition:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

Grant partners must have capacity to collect and submit FTF data requirements, securely and confidentially store client data, and utilize data to assess progress in achieving desired outcomes of the proposed strategy. Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by FTF to determine the key impacts of the strategies, programs and approaches being implemented.

Grant partners will be provided with data reporting requirements by FTF and will meet the requirements of the FTF evaluation including, but not limited to, timely and regular reporting and cooperation with all FTF evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the FTF secure web portal known as PGMS. The FTF data reporting requirements for this strategy can be found at:

<http://ftf/extranet/apps/pgms/GranteeResourceDocuments/Data%20Template%20Instructions/Family%20Support%20Strategies/Family%20Resource%20Center%20Instructions.pdf> for Family Resource Center

<http://ftf/extranet/apps/pgms/GranteeResourceDocuments/Data%20Template%20Instructions/Family%20Support%20Strategies/Food%20Security%20Instructions.pdf> for Food Security

<http://ftf/extranet/apps/pgms/GranteeResourceDocuments/Data%20Template%20Instructions/Health%20Strategies/Health%20Insurance%20Enrollment%20Instructions.pdf> for Health Insurance Enrollment

Grant partners are required to collaborate with any FTF external evaluation activities, which means collaborating with external evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment, and demographic information. In addition, Applicants agree to allow FTF and evaluation consultants of FTF to observe program activities on site and successful applicants must collaborate with FTF led and initiated evaluation activities to encourage parent consent for data collection. (Standards for data security for this strategy are found in Exhibit C.)

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

**Unit of Service:**

- **3,000 families served**

**Performance Measures:**

- **Number of families served/ proposed service number**
- Number of families with children (0-5 years) receiving resource and referral information

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BAeq>  
[ue](#)



## FIRST THINGS FIRST

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### Standards of Practice

### Family Resource Centers

#### I. Strategy Description

Based upon *Building Bright Futures* (First Things First’s statewide needs and assets report), regional needs and assets reports, and preliminary information from the 2010 Family and Community Survey, we know that Arizona’s parents and families with young children need information on child development, to develop parenting skills, and have access to resources. Having “accurate information about raising young children and appropriate expectations for their behavior” has been cited by the Doris Duke Strengthening Families Initiative as one of five key protective factors that improve child outcomes and reduce the incidence of child abuse and neglect (Center for the Study of Social Policy, 2008). All families, regardless of background, can benefit from information or education related to child development and health, as well as access to resources, supports and services. At some point during the course of parenting, all families have questions and seek information or resources. Some families may be searching for nearby family child care providers, while others may be concerned about their child’s early health. Families also may be trying to cope with the everyday issues of parenting like toilet training or feeding a picky eater.

Family Resource Centers embedded in local communities provide families with young children access to information and/or education on a variety of child development and

health topics. Information about where and when parenting education programs are available should be easily accessible by all interested persons. Family Resource centers can also contribute to the community building process as they serve as a central location for engaging local community organizations and local government in the identification and resolution of community concerns.

FTF funded Family Resource Centers provide information about and referrals to supports and services available to families with young children in local communities and provide access to information on topics such as parenting skills, early childhood development including social-emotional, language and literacy, cognitive, physical and motor development and child health. Community-based parent education sessions may also be housed and offered at resource center locations to build a more comprehensive, robust center. For example, evidence-based programming to educate parents and families on early language and emergent literacy can be funded and provided at the resource center location. Depending upon regional family needs and dynamics, offering parent education in addition to resource and referral can be the most efficient and effective combination of family support strategies. Through this effort, families can access programming while simultaneously building their own social connections, thereby reducing isolation.

## **II. Standards of Practice**

### **I. Implementation Standards**

#### **1. Family-centered and strengths-based approach:**

- Provide information about and referrals to supports and services available to families with young children in local communities (e.g., quality early care and education programs; family literacy activities; nutrition; obesity; breastfeeding; physical activity; immunizations; oral health; health insurance enrollment assistance;

how to access and participate in consistent medical/dental homes; prenatal care; safety; and where to access regular developmental, vision and hearing screenings).

***NOTE: When providing direct health insurance enrollment assistance, programs must follow the First Things First Health Insurance Enrollment Standards of Practice.***

- Provide families with access to information on each of the core areas: child development and parenting skills:
  - All domains of child development (social emotional, language and communication – including emergent literacy, cognitive, physical and motor development), including understanding when to have concerns related to children’s development
  - Appropriate child-adult interactions and development of parenting skills (i.e. physical touch, showing affection, spending time together, positive discipline, parental monitoring, early reading and language experiences and communication)
- A focus on early language and emergent literacy:
  - Provide referrals to community resources and/or access to information for parents on typical early language and emergent literacy development, the importance of parents reading daily with young children and how to maintain a literacy-rich home environment
- Family Resource Centers may also offer evidence based, comprehensive parent education classes which may include a focus on early language and emergent literacy development at their location.

***NOTE: When providing parent education community based training, programs must follow the First Things First Parent Education Community-Based Training Standards of Practice.***

- If providing on-site child care, grantees must meet these requirements:
    - ✓ All the adults who are left alone with children have had background and criminal screenings based on fingerprint clearance.
    - ✓ Qualified adults have some experience in caring for young children.
    - ✓ Qualified adults will receive specific initial and ongoing training on child development, CPR and first aid training and child abuse prevention and how to report suspected cases.
    - ✓ Qualified adults supervise (see and hear) children at all times.
    - ✓ The number of children in each group is limited and the ratio of adults to children is different for infant, toddler, preschoolers.
    - ✓ Adults and children wash their hands after using the bathroom, changing diapers, before and after eating.
    - ✓ Age appropriate toys and materials are available. No toys, objects or materials for infants and toddlers that pose a choking hazard (e.g. small legos).
    - ✓ Qualified adults use positive guidance techniques: no yelling, spanking, and other negative punishments.
    - ✓ The play space is organized and some age- appropriate toys or materials are available at all times.
    - ✓ There is a plan for notifying parents and families when a diaper change is needed and there is a clean and safe place designated for diaper changing that can be cleaned and sanitized after each use.
    - ✓ There a plan to follow if a child is injured, sick or lost.
    - ✓ First aid kits readily available.
    - ✓ The outdoor play area a safe place for children to play.
2. Service delivery is based upon a culture of trust and respect.
- Create a family-centered environment.

- Resource and referral staff are from the community and have extensive knowledge of community resources.
- Structure activities compatible with the family's availability and accessibility.
- Demonstrate genuine interest in and concern for families.
- Create opportunities for formal and informal feedback regarding services delivered and act upon it; ensure that input shapes decision-making.
- Encourage open, honest communication.
- Maintain confidentiality; be respectful of family members and protective of their legal rights.
- Support the growth and development of all family members; encourage families to be resources for themselves and others.

- Encourage family members to build upon their strengths.

- Reflect the commitment to effectively serve the identified target population with an emphasis on fathers and grandparent caregivers, through publicity/outreach, literature and staff training.

- Help families identify and acknowledge informal networks of support and community resources.

- Create opportunities to enhance parent-child and peer relationships.

- Strengthen parent and staff skills to advocate for themselves within institutions and agencies.

3. Programs are flexible and continually responsive to emerging family and community issues.

- Be accessible for all families of children ages birth to five in the local community. Family Resource Centers will be located in areas where families routinely

congregate (e.g. churches, public schools, health clinics, libraries, community centers).

- Locations and environments within the location are safe and welcoming for families with young children. The site will be accessible for persons with disabilities and will be compliant with the American's with Disabilities Act.
  - Conduct awareness and outreach activities to inform families of young children and the larger community of the availability of the Family Resource Center.
  - Ensure family and child-friendly environments including furniture, developmentally appropriate toys, books and materials, literature or material displays and access to computers for use by parents and other adults to access information and resources on the internet.
  - Engage families and other community members as partners to ensure that the program is beneficial. Families and community members have regular input and feedback in programmatic planning to meet their needs.
  - Conduct ongoing research and outreach activities to identify and partner with providers of family support services, programs and resources in order to effectively provide information about community programs and refer families accordingly.
  - Develop a collaborative, coordinated response to community needs.
4. Evaluation and monitoring is a collaborative, ongoing process that includes input from staff, families, program administrators, and community members.
- Programs must demonstrate mechanisms to assess program effectiveness and to implement quality improvements. Programs must participate in data collection and reporting of performance measures to First Things First.

## II. Staff Standards

1. The length of employment and experience/education are reflective of high quality staff. Staff is required to have a minimum of a high school diploma with knowledge of the surrounding community and the available resources. Supervisors must also meet or exceed this educational and knowledge requirement and, in addition, must also have at least two years of program management experience.
2. Establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.
3. Establish supervision as a collaborative process with mechanisms that support staff in difficult situations and provides ongoing opportunities for discussion between staff members and supervisors to reflect and debrief. Supervision will also include observation. It is important that supervisors spend time with resource and referral staff at center(s) to have a sense of how the service is being delivered. This will help supervisors and staff to identify coaching and mentoring opportunities.
4. All staff work as a team, modeling respectful relationships.
5. Build a team of staff who is consistent with program goals and whose top priority is the well-being of families and children.
6. Assess staff skills and abilities. Staff must be able to engage families while keeping a professional rapport.
7. Provide ongoing staff development/training on the First Things First Family Resource Center Standards of Practice principles and other required Standards of Practice as appropriate. Staff includes supervisors, direct service staff, volunteers and sub-grantee or partner personnel implementing the strategy.
8. Supervisors and resource, referral staff (including supervisors, direct service staff, volunteers and sub-grantee or partner personnel implementing the strategy) will

have access to and receive training on the utilization of the Arizona Infant and Toddler Developmental Guidelines (January 2012), the Early Learning Standards and the Program Guidelines for High Quality Early Education: Birth through Kindergarten as a regular part of practice.

9. Provide ongoing staff development/training to ensure program quality and give staff an opportunity to develop professionally.
10. Supervisors should work with staff to prepare professional development plans.

### **III. Cultural Competency**

Affirm, strengthen and promote families' cultural, racial and linguistic identities and enhance their ability to function in a multicultural society.

- Create opportunities for families of different backgrounds to identify areas of common ground and to accept and value differences between them.
- Hire staff who reflect the cultural and ethnic experiences and language of the families with whom they work and integrate their expertise into the entire program.
- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members' effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices and preferred language. Early childhood practitioners /early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure

that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.”

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15> ;

<http://www.naeyc.org/positionstatements/linguistic>

- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe’s/Nation’s cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe’s/Nation’s laws, policies and procedures. The effectiveness of services is directly related to the provider’s consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Director, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments. It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- Programs will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff are culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:

- In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation.

Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries.

This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.

Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities.



## FIRST THINGS FIRST

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### Standards of Practice

#### Health Insurance Outreach and Enrollment Assistance

##### I. Description of Health Strategy Issue

Many children living in low income families qualify for publicly funded health insurance. Across the nation, as many as half the children who are uninsured qualify for publicly funded health insurance coverage (such as KidsCare or the Arizona Health Care Cost Containment System also known as AHCCCS). In Arizona, it is estimated that 16 percent of children lack health care coverage. For children under age five this represents 80,000 children. Health insurance outreach and application assistance is a proven practice for improving and increasing health coverage in public programs. Community application assistance occurs nationally and in Arizona in a wide variety of settings, such as health clinics, child care settings, social service agencies, recreation centers, and homeless shelters. Reports based on national as well as Arizona experience indicate that such assistance can make a difference in obtaining coverage for children.

In Arizona, AHCCCS implemented an electronic application for services to make applications more accessible to families. The universal application, known as Health-e-Arizona, allows families to apply for and renew health coverage, as well as other family support programs such as Temporary Assistance for Needy Families (TANF) cash assistance, and nutrition assistance, directly over the internet.

While this application promises to make enrollment in public coverage programs for young children easier, barriers still exist. Many families are not aware of available publicly funded health insurance programs for which they may be eligible. Community-based organizations and families may be unfamiliar with the new application, and may need assistance in completing it. Other families do not have access to a computer or an internet connection. In addition, families who are applying for coverage for the first time are required to submit original documentation to an Arizona Department of Economic Security (DES) office or a community-based agency that is “certified” by AHCCCS to accept such documentation. Families may find going to a DES office intimidating or difficult due to hours of operation (8-5), long wait times or travel distance. Currently, a limited number of community organizations use the Health-e-Arizona application to enroll children in health coverage, including some community health centers and hospitals.

There are several approaches to reduce the number of children who lack health insurance coverage such as increasing awareness of available publicly funded health insurance programs; increasing awareness of and access to the Health-e-Arizona online application; and reducing barriers in the public health insurance application process.

## **II. Implementation Standards**

### **Programs implementing community health education efforts will include:**

- Build upon, enhance and coordinate with existing health insurance outreach and enrollment assistance efforts occurring within a region.
- Demonstrate connections to community-based organizations in the region that serve families and/or community-based organizations where the uninsured are likely to congregate or seek other services.
- Provide ongoing staff development on diversity issues.
- Be accessible for families:
  - For example, offering extended service hours including weekend/evening hours or operating in locations where public transportation is accessible or where families with young children already congregate.
- Engage families as partners to ensure that the program is reaching eligible families.
- Assure that staff receives specific training to carry out outreach and enrollment activities.
- Provide ongoing staff training as necessary.
- Maintain confidentiality of all information obtained as a part of the outreach and enrollment process.
- Establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.
- Assure that evaluation and monitoring is a collaborative, ongoing process that includes feedback from staff, families, and community members.
- Establish a system to ensure that families are informed of all of their health insurance enrollment options and assist families in choosing the appropriate plan to meet their individual family/child's needs.

## **III. Qualifications and training needs**

### **Individuals providing outreach and enrollment assistance will:**

- Be adequately trained on the Health-e- Arizona application procedure, the health insurance enrollment process, and the different insurance plan options.

- Seek out families that are eligible but not enrolled in public health insurance and provide assistance for these families to enroll.
- Seek out families that are currently enrolled in public health insurance ***and provide assistance for those families to re-enroll as appropriate.***
- Introduce and provide technical assistance to potential enrollees so that they have the skills to apply for services utilizing the Health-E-Arizona application.
- Provide information that parents can use about the importance of taking their children to well child and preventive health check-ups on a regular basis to receive timely, preventative health care for their children.
- Provide information to parents regarding the importance of re-enrollment to maintain their health insurance coverage.
- Establish and maintain partnerships/relationships with local or regional AHCCCS and DES offices to remain current on eligibility or enrollment requirements that will maximize enrollment and renewal of public health insurance.
- Be prepared to provide information regarding how families can obtain low cost or free care in the event that they are not eligible for public health insurance.
- Maintain confidentiality of all information obtained as part of the outreach and enrollment process.
- Include opportunities for feedback from families into outreach and enrollment activities.

#### **IV. Cultural Competencies**

**Programs will also implement the following best practices and standards related to Cultural Competencies:**

- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members and program participants’ effective, understandable, and respectful care that is provided in a culturally competent manner. Early childhood practitioners /early childhood service providers should ensure that staff and participants at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.”

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>  
<http://www.naeyc.org/positionstatements/linguistic>

- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe's/Nation's cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe's/Nation's laws, policies and procedures. The effectiveness of services is directly related to the provider's consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Coordinator, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments.
- It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- The ideal applicant will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff are culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:
  - In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.
  - Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities. Such data can include but not be limited to:
    - Morbidity and mortality among children members of their communities
    - Information regarding child safety and welfare
    - Information regarding children in foster care
    - Infectious and chronic disease information among members of their communities
    - BMI and healthy weight information beginning at age 2 years and each year after that

## **V. References and Resources**

U.S. Census Bureau, Annual Estimates of Population by Sex and Age for States and Fro Puerto Rico, Release data: May 1, 208. <http://www.census.gov/popest/states/asrh/SC-Est207-02.html>

## **Exhibit E:**

### **First Things First Target Units of Service Information**

#### **Family Resource Centers**

##### ***Unit of Service and related Target Service Number***

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Family Resource Centers**, the Unit of Service is:

##### **Number of families served**

##### ***Determining and Interpreting Target Service Numbers***

**Number of families served** should reflect the total number of families proposed to receive services for one grant contract period (in most cases, one year). This number should reflect a total (aggregate) count of all families to receive services, including current caseload and potential enrollment within the contract period. Please note this may be a **duplicated** count since it is possible for the same family to receive multiple services during the same grant contract period. These families are proposed to receive services either at the program’s Family Resource Center (when it is available) or via agencies in the network outside of the Family Resource Center.

##### ***Performance Measures***

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g. providing scholarships).

For **Family Resource Centers**, the performance measures are:

##### **Number of families served/ proposed service number**

Number of families with children (0-5 years) receiving resource and referral information

## **Exhibit F:**

### **First Things First Target Units of Service Information**

#### **Health Insurance Enrollment**

##### ***Unit of Service and related Target Service Number***

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Health Insurance Enrollment**, the Unit of Service is:

##### **Number of families served**

##### ***Determining and Interpreting Target Service Numbers***

**Number of families served** should reflect the total number of families proposed to receive enrollment assistance (support) to obtain health insurance for one grant contract period (in most cases, one year). This number should reflect a total (aggregate) count of all families to receive services, including current caseload and potential enrollment within the contract period. Please note this may be a **duplicated** count since it is possible for the same family to receive assistance multiple times during the same grant contract period (e.g. renewal or new insurance).

##### ***Performance Measures***

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g. providing scholarships).

For **Health Insurance Enrollment**, the performance measures are:

##### **Number of families served /proposed service number**

Number of people reached by public awareness activities

Number of families referred to other providers of low-cost or no-cost health care coverage

## Exhibit H:

### **First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators**

#### **BACKGROUND:**

The purpose of First Things First is to aid in the creation of a system that offers opportunities and supports for families and communities in the development of all children so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

#### Data Security Guidelines for Data Submission to FTF

The Arizona Early Childhood Development and Health Board (First Thing First - FTF) will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF will establish data reporting requirements for all state and regional grantees. All funded providers will regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grants Management System (PGMS). Subsequent to the award of a FTF contract, the grantee will receive general training on login and navigation within the PGMS system. With this login the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, through agreement between the grantee and FTF, directly through the FTF extranet, rather than a PGMS web-based entry form. These data are likely to contain limited distribution data and must follow the following protocols. Data structure agreement, Login, ftp, revision request. Grantees that submit data through the FTF extranet must ensure that limited distribution data may not be intercepted or viewed at any

time by parties other than the grantee and FTF and that throughout the reporting and submission process the data are secured.

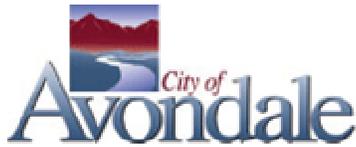
Any grantee submitting data identified as confidential must file a formal data security policy with FTF. Confidential data will not be a part of standard data submission requirements. Grantee general orientation and data reporting orientation will identify data requirements as public data, limited distribution data, and/or confidential data.

#### Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees must keep all data collected for their program(s) within their system (database) or hardcopies. While FTF data submissions are generally aggregated and contain no individually identifying information, grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPAA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.



# CITY COUNCIL REPORT

**SUBJECT:**  
Resolution 3045-512 - Mutual Aid Compact

**MEETING DATE:**  
May 21, 2012

**TO:** Mayor and Council  
**FROM:** David Fitzhugh, Assistant City Manager (623) 333-1014  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests the City Council adopt a resolution approving The State of Arizona Mutual Aid Compact which defines the terms and procedures for executing mutual aid in times of emergencies between participating agencies and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**BACKGROUND:**

In emergency services, mutual aid is a formal agreement among emergency responders to lend assistance across jurisdictional boundaries when required. On a smaller scale the principle of mutual aid guides the creation of community emergency response teams such as volunteer firefighters.

Municipal mutual aid may exist at the city and town level and even between agencies. Mutual aid is most often visible between jurisdictions (county and state) and regions (southwest compact) and ultimately supports and is supported by national mutual aid compacts. Arizona is signatory to various mutual aid agreements at several levels.

The Arizona Emergency Management Master Mutual Aid Agreement was signed on March 16, 2004 between the state and 15 counties. The purpose of the agreement is to state for the participating parties the terms and procedures for executing mutual aid in times of emergencies. This mutual aid agreement has been implemented on numerous occasions in the years since its inception. Up to this point, the City of Avondale relied on the compact between the State and Maricopa County to provide mutual aid if required. The State has revised this policy and now requests cities sign their own compact.

**DISCUSSION:**

The purpose of this Compact is to define the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources. A Requesting Party, which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. Presently there are fifteen (15) counties, six (6) tribes, forty-four (44) cities or towns and twenty-six (26) fire districts signatories of the Compact.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of responding personnel and equipment shall be in accordance with National Incident Management System. Whoever requests assistance will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance.

This Compact shall be effective on the date it is recorded with the Secretary of State. This Compact shall terminate ten years after the effective date except as otherwise provided in the Compact. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years

**BUDGETARY IMPACT:**

There are no direct financial impacts resulting from signing this Compact. Expenses may be incurred should the City invoke the provisions within it in response to emergencies. Funding would be identified on an individual event basis.

**RECOMMENDATION:**

Staff recommends the City Council adopt a resolution approving The State of Arizona Mutual Aid Compact which defines the terms and procedures for executing mutual aid in times of emergencies between participating agencies and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**ATTACHMENTS:**

Click to download

 [Resolution 3045-512](#)

**RESOLUTION NO. 3045-512**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE MUTUAL AID COMPACT WITH THE STATE OF ARIZONA RELATING TO THE EXECUTION OF MUTUAL AID IN TIMES OF EMERGENCY.

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

SECTION 1. The Mutual Aid Compact with the Arizona Division of Emergency Management relating to the execution of mutual aid in times of emergency (the “Agreement”) is hereby approved in substantially the form attached hereto as Exhibit A.

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

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 21, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3045-512

(Agreement)

See following pages.

# ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

## Recitals

**WHEREAS**, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

**WHEREAS**, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

**WHEREAS**, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

**WHEREAS**, it is desirable that a compact be executed for the interchange of such mutual aid; and,

**WHEREAS**, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

**NOW, THEREFORE, IT IS HERE BY AGREED** by and between each and all of the signatories hereto as follows:

## COMPACT

### **1. Purpose.**

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon ARIZ. REV. STAT. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws.

### **2. Scope.**

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

### **3. Definitions.**

**Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.

**Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.

**Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).

**Director** is the Director of the Department of Emergency and Military Affairs (DEMA).

**Emergency or Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.

**Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

**Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.

**Political Subdivision** means any county, incorporated city or town, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.

**Providing Party** means the Jurisdiction providing aid in the event of an emergency.

**Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.

**Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

#### **4. Guiding Policy.**

Arizona Revised Statute (A.R.I.Z. REV. STAT.), Title 26, Military Affairs and Emergency Management.

Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.  
National Incident Management System (NIMS), 2008

#### **5. Procedures for Requesting Assistance.**

A Requesting Party, which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other Jurisdictions with that of the Jurisdiction requesting assistance. All requests for assistance from the State must come from the Requesting Party's county.

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. An example is provided in Appendix A.

**6. Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Parties shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

**7. Implementation Plan.**

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

**8. Contact List.**

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

**9. Reimbursement Procedures.**

If the Providing Party desires reimbursement, the Requesting Party shall reimburse the Providing Party for all costs when any mutual assistance is requested, whether an incident has been declared an emergency or not. The Providing Party must declare to the Requesting Party its intent to seek reimbursement before responding to the Requesting Party's request for assistance. The Requesting Party, which is informed in advance of the Providing Party's intent to request reimbursement and which subsequently authorizes the Providing Party to respond, shall reimburse the Providing Party after receipt of an itemized voucher and documentation of all allowable costs of labor, equipment, and materials that have actually been expended in providing assistance.

The Providing Party and the Requesting Party shall agree upon allowable costs

for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time).

**10. Reimbursement Procedures from the State.**

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

When mutual aid is extended under this Compact to the State, if the Providing Party desires reimbursement from the State, reimbursement, if any, to the Providing Parties by the State for costs will be provided to the Requesting Party pursuant to ARIZ. REV. STAT. § 35-192, and A.A.C. Title 8 as applicable (as may be amended from time to time). A requesting Jurisdiction other than a county may submit a request to the county for reimbursement. The county will then request reimbursement from the Director for reimbursement of the Requesting Party.

After the State and/or President has declared an emergency, the Requesting Party shall prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the Providing Parties for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time).

**11. Personnel Compensation and Insurance.**

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

**12. Immunity .**

The parties shall have such immunity as provided by applicable state, federal or tribal law.

**13. Indemnification.**

To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any

manner connected with this Compact, but only to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of the indemnifying party.

**14. Term.**

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

**15. ADA.**

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

**16. Non-Discrimination.**

All parties to this agreement shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Party duties pursuant to this Compact.

**17. Compliance with Laws.**

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

**18. Worker's Compensation.**

Each party shall be responsible for any injuries which may occur to its own personnel during the course of rendering mutual aid pursuant to this Compact. In accordance with ARIZ. REV. STAT. § 23-1022, each party of a political jurisdiction of Arizona shall be deemed the primary employer and shall have sole responsibility for the

payment of worker's compensation benefits to their respective employees. Each party shall comply with the notice provisions of ARIZ. REV. STAT. § 23-1022 (E).

**19. Insurance.**

Each Requesting and Providing Party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.

**20. Non-appropriation.**

Notwithstanding any other provision in this Compact, a party may terminate its participation in this Compact if for any reason the party does not appropriate sufficient monies for the purpose of maintaining this Compact. In the event of such cancellation, the terminating party shall have no further obligation to the other parties other than for payment for services rendered prior to cancellation.

**21. No Third Party Beneficiaries.**

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of either party to the Compact by imposing any standard of care different from the standard of care imposed by law.

**22. Entire Agreement.**

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

**23. Jurisdiction.**

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

**24. Conflict of Interest.**

This contract is subject to cancellation for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511, the pertinent provisions of which are incorporated herein by reference.

**25. Supervision and Control.**

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

**26. Severability: Effect on Other Agreements.**

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

**27. Severability .**

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

**28. Responsibility of the Department of Emergency and Military Affairs.**

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

**29. Effective Date.**

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall issue an annual report, with updates as needed, to all parties identifying the parties to this Compact.

**30. Execution Procedure.**

Execution of this Compact shall be as follows:

This Compact, which will be designated as “ARIZONA MUTUAL AID COMPACT,” shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

**31. Termination.**

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

A party shall by resolution of its governing body terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, and a copy will be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject to cancellation by any party pursuant to ARIZ. REV. STAT. § 38-511 or applicable Tribal law.

**32. Dispute Resolution.**

In the event of any controversy, which may arise out of this Compact, the parties agree that the matter shall be arbitrated as provided in ARIZ. REV. STAT. § 12-1518(A) or applicable Tribal law. The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed.

**[SIGNATURES ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF** , the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

ARIZONA DEPARTMENT OF MILITARY AFFAIRS

CITY OF AVONDALE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Marie Lopez Rogers, Mayor

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

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

ATTEST:            ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Carmen Martinez, City Clerk

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

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

Pursuant to A RIZ. REV. STAT. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

By: \_\_\_\_\_  
Attorney for the Arizona Department of  
Military Affairs

By: \_\_\_\_\_  
Attorney for the City of Avondale

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

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

# Appendix A

## Appendix A Emergency Management Resource Request

DATE REQUEST SUBMITTED

<b>PRIORITY</b> Black – Flash <input type="checkbox"/> Red – High <input type="checkbox"/> Yellow – Medium <input type="checkbox"/> Green – Low <input type="checkbox"/>	<b>STATUS</b> Black – Critical Action <input type="checkbox"/> Red – Action Required <input type="checkbox"/> Orange – Enroute <input type="checkbox"/> Yellow – On-Scene <input type="checkbox"/> Green – Released <input type="checkbox"/> Gray – Canceled <input type="checkbox"/> Blue – Closed <input type="checkbox"/>	Tracking Number-Local <input style="width: 100px;" type="text"/>  Tracking Number-FEMA <input style="width: 100px;" type="text"/>	Tracking Number-State <input style="width: 100px;" type="text"/>  Tracking Number-EMAC <input style="width: 100px;" type="text"/>
--	---	---	---

**WHO IS MAKING THE REQUEST:**

Requesting Organization <input style="width: 100px;" type="text"/>	Related Event/Incident/Activity <input style="width: 100px;" type="text"/>
--	--

**REQUESTORS CONTACT INFO:**  
 Phone:   
 Cell:  Fax:  Frequency:

**WHAT IS BEING REQUESTED:**

Resource Category <input style="width: 100px;" type="text"/>	Quantity <input style="width: 100px;" type="text"/>	Qty Unit of Measure <input style="width: 100px;" type="text"/>	Date/Time needed <input style="width: 100px;" type="text"/>
--	---	--	---

Resource Type/Kind  Resource must come with Fuel Meals Operator(s) Water Maint Lodging Power Other

Mission

**SPECIAL INSTRUCTIONS (E.G. SAFETY MESSAGE, INGRESS/EGRESS ROUTES, ETC.):**  
 Special Instructions

**FORWARD REQUEST TO:**

Individual <input style="width: 100px;" type="text"/>	Organization/Location <input style="width: 100px;" type="text"/>	Position <input style="width: 100px;" type="text"/>	Agency <input style="width: 100px;" type="text"/>	Vendor <input style="width: 100px;" type="text"/>
---	--	---	---	---

Summary of actions taken  Estimated Resource Cost

**Appendix B**

**ARIZONA MUTUAL AID COMPACT (AZMAC)  
POINTS OF CONTACT**

Date:

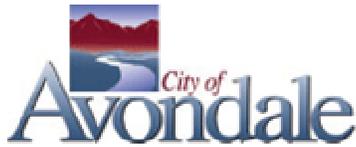
Name of Jurisdiction:

Mailing Address:

City, State, Zip Code:

**Authorized Representatives to Contact for Mutual Aid Assistance**

	Primary Contact	1 <sup>st</sup> Alternate	2 <sup>nd</sup> Alternate
Name			
Title			
24-Hr Phone No.			
Address			
Day Phone No.			
Night Phone No.			
Fax No.			
Email			



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1494-512 - Littleton Elementary School  
District Annexation

**MEETING DATE:**

May 21, 2012

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

**PURPOSE:**

Staff is recommending Council adoption of an ordinance authorizing the annexation of APN 500-30-0231 owned by the Littleton Elementary School District and located south of the southwest corner of Avondale Boulevard and Buckeye Road.

**BACKGROUND:**

Staff received a request from Dr. Roger Freeman, Superintendent of the Littleton Elementary School for the annexation of APN 500-30-0231. The subject parcel is one of four on which Littleton Elementary School is built. Two of the parcels were annexed into the City of Avondale in the 1950's and the third was annexed in the 1990's but it is unclear why the subject parcel was left out of the annexation.

**DISCUSSION:**

The school district is planning to make considerable modifications to the layout of the school's parking and play areas. The annexation is necessary in order to allow the school district to better coordinate the building process by only having to deal with one jurisdiction.

At its meeting of March 5, 2012, Council authorized staff to proceed with the requested annexation. The public hearing was held on May 7th. No comments were received.

**RECOMMENDATION:**

Staff recommends that the City Council adopt an ordinance authorizing the annexation of APN 500-30-0231 owned by the Littleton Elementary School District and located south of the southwest corner of Avondale Boulevard and Buckeye Road.

**ATTACHMENTS:**

Click to download

 [Ordinance 1494-512](#)

**ORDINANCE NO. 1494-512**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS.

**WHEREAS**, a petition in writing, accompanied by a map of said real property, having been filed and presented to the Council of the City of Avondale (the “City Council”), signed by the owners of more than one-half in value of the real and personal property and more than one half of the persons owning real and personal property as would be subject to taxation by the City of Avondale (such owners and persons are collectively referred to herein as the “Petitioners”) in the event of annexation within the territory and land hereinafter described (the “Annexation Area”) as shown by the last assessment of said property, which territory is contiguous to the City of Avondale (the “City”), and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed into the City, and to extend and increase the corporate limits of the City so as to embrace the same; and

**WHEREAS**, the City Council desires to comply with said petition and extend and increase the corporate limits of the City to include the Annexation Area; and

**WHEREAS**, said petition (i) sets forth a true and correct legal description of all the exterior boundaries of the entire Annexation Area and (ii) is asserted by Petitioners to have had attached thereto at all times an accurate map of the Annexation Area; and

**WHEREAS**, the Petitioners have asserted and the City Council has just cause to believe that no alterations increasing or reducing the Annexation Area have been made after the said petition has been signed by any owner of real and personal property in such territory; and

**WHEREAS**, pursuant to ARIZ. REV. STAT. § 9-471(L), a city shall adopt a zoning classification for the annexation area that permits densities and uses no greater than that permitted by the county immediately before the annexation; and

**WHEREAS**, the Annexation Area is currently zoned by Maricopa County as Single Family Residential Zoning District R1-6 (“R1-6”), and the City’s “Urban Residential - R1-6” zoning classification does not permit densities and uses greater than permitted by Maricopa County’s R1-6 zoning classification; and

**WHEREAS**, the provisions of ARIZ. REV. STAT. § 9-471, and amendments thereto, have been fully observed; and

**WHEREAS**, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Maricopa County Recorder.

**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 Annexation Area, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference, is hereby annexed to the City and that the present corporate limits are hereby extended and increased to include the Annexation Area.

SECTION 3. The land-use classification for the Annexation Area is hereby designated as “Urban Residential - R1-6” under the City of Avondale Zoning Ordinance.

SECTION 4. The City Clerk is hereby authorized and directed to file with the Maricopa County Recorder’s Office a fully executed copy of this Ordinance, together with an accurate map of the Annexation Area.

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, May 21, 2012.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
ORDINANCE NO. 1494-512

(Legal Description and Map)

See following pages.

CITY OF AVONDALE ANNEXATION  
Littleton School Parcel

LEGAL DESCRIPTION

That part of Blocks 11, 12, 13 and 14 of Littleton Tract as recorded in Book 5 Page 17 of Maps, official records of Maricopa County, including those portions of right-of-ways and alleys abandoned by Resolution No. 1566, recorded in Docket 4544, page 548 and Resolution No. 1675, as recorded in Docket 5481, page 388, official records of Maricopa county, located in the Northeast quarter of Section 13, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows;

COMMENCING at the Northeast corner of said Section 13, Thence South 00 degrees 20 minutes 08 seconds East along the East line thereof, as a basis of bearing, for a distance of 512.78 feet;

Thence South 89 degrees 39 minutes 52 seconds West a distance of 65.00 feet to the West right-of-way line of Avondale Boulevard and a point on the North line of the South 40 feet of Lot 1, Block 12, said Littleton Tract, and also being the True Point of Beginning;

Thence South 89 degrees 55 minutes 42 seconds West a distance of 268.01 feet to the Northwest corner of the South 40 feet of Lot 6, said Block 12;

Thence South 00 degrees 20 minutes 24 seconds East a distance of 184.05 feet to the Northeast corner of the South 16 feet of Lot 18, said Block 12;

Thence South 89 degrees 55 minutes 46 seconds West a distance of 424.18 feet to a point on the North line of the South 16 feet of Block 11, said Littleton Tract;

Thence South 00 degrees 20 minutes 08 seconds East, parallel with the East line of said Section 13, a distance of 300.00 feet;

Thence North 89 degrees 55 minutes 46 seconds East, parallel with the South line of said Block 11, a distance of 692.18 feet to a point on the West right-of-way line of Avondale boulevard;

Thence North 00 degrees 20 minutes 08 seconds West along said West right-of-way line for a distance of 484.05 feet to the True Point of Beginning;

Said parcel contains 5.90 acres more or less.

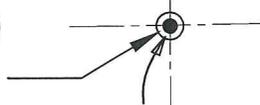


EXPIRES 6-30-13



# BUCKEYE ROAD

Northeast corner Section 13  
Township 1 North, Range 1 West  
Gila & Salt River Meridian,  
Maricopa County, Arizona



S89°39'52"W 65.00'

True Point  
of Beginning

S89°55'42"W 268.01'

512.78'  
S00°20'08"E

City of Avondale  
Ord 240

S00°20'24"E 184.05'

S89°55'46"W 424.18'

S00°20'08"E 300.00'

**SUBJECT  
ANNEXATION AREA**  
5.90 ACRES

N00°20'08"W 484.05'

**AVONDALE BOULEVARD**

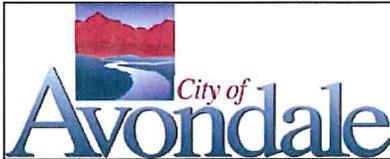
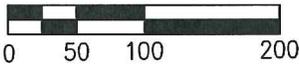
N89°55'46"E 692.18'

City of Avondale  
Ord 638-97

East quarter corner Section 13



SCALE IN FEET



ENGINEERING  
DEPARTMENT



Expires: 6-30-13

ANNEXATION EXHIBIT MAP  
LITTLETON SCHOOL

NE ¼ Section 13, T1N, R1W  
Gila & Salt River Meridian  
Maricopa County, Arizona

DATE: 2-22-2012

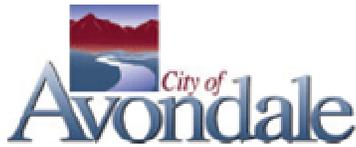
DSN: \_\_\_\_\_

DRN: LS

CHK: \_\_\_\_\_

PROJECT NAME  
LITTLETON SCHOOL  
ANNEXATION

PAGE: 1 of 1



# CITY COUNCIL REPORT

**SUBJECT:**  
Update on the Zoom Neighborhood Circulator

**MEETING DATE:**  
May 21, 2012

**TO:** Mayor and Council  
**FROM:** Pier Simeri, Community Relations Director (623) 333-1611  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will provide an update to the Council on the success of the Zoom Neighborhood Circulator and the upcoming changes that will be made to enhance the service. This service began on July 25, 2011.

**BACKGROUND:**

On July 25, 2011, the City launched the Zoom Neighborhood Circulator, the first service of this kind in the Southwest Valley. Since that time, ridership has continued to increase from approximately 2,700 to over 9,000 riders per month. Over the year, minor service changes have been made. In January 2012, the route was changed to include a stop at Walmart so that residents can shop and/or use the pharmacy. This has proved to be a very popular stop.

Maricopa Association of Governments (MAG) is in the process of completing the Southwest Valley Local Transit System Study. This study includes the communities of West Phoenix, Tolleson, Avondale, Goodyear, Litchfield Park and Maricopa County. Once the study is completed, the Southwest Valley will have a local system plan that outlines short and long-term goals with actions to implement transit service within the study area and connect to the regional system. The study should be completed by November 2012.

Tolleson staff observed the success of the Zoom and asked staff to determine the feasibility of their city being incorporated into the Zoom route. Staff's analysis indicates that the addition of three miles into the City of Tolleson would be feasible and discussed how best to implement this with the City of Tolleson, Valley Metro and the contractor, Total Transit. The additional cost of this service extension would be paid by the City of Tolleson and billed directly by Total Transit.

In addition, the YMCA also approached Avondale staff seeking to extend the service to their location. This request came after Estrella Mountain Community College made the decision to close the gym on Campus. YMCA staff indicated that they wanted to give students the option to ride the Zoom from EMCC to the YMCA in order to use the Y's facilities. This addition was also deemed feasible. Fifty percent of the minimal increase in cost will be borne by the Small Urbanized Area FTA grant funds awarded annually.

**DISCUSSION:**

This presentation provides an overview of the success of the Zoom Neighborhood Circulator and the proposed changes for next year to enhance the service.

**BUDGETARY IMPACT:**

All costs for the Zoom Neighborhood Circulator are included in the proposed FY2013 Budget.

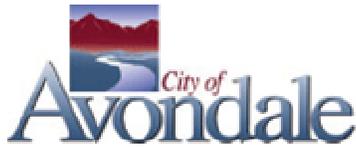
**RECOMMENDATION:**

For information and discussion only.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3043-512 - Setting forth the fiscal year 2012-2013 tentative budget.

**MEETING DATE:**

May 21, 2012

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance and Budget Director (623) 333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution, setting forth the fiscal year 2012-2013 tentative budget and establish the City's annual expenditure limitation in the amount of \$159,557,020.

**BACKGROUND:**

On April 9, 2012, the City Manager presented his recommended budget to the Mayor and Council for the 2012-2013 fiscal year. The initial estimates of revenues and expenditures are posted on the City's website as required by A.R.S. 42-17103.

The City Manager's initial expenditure proposal totaled \$155,303,870. The City Manager also recommended supplemental requests be added to the budget totaling \$2,905,710 along with a compensation package totaling \$1,073,170. The budget proposal also included increases in all retirement system contributions and the addition of two authorized positions.

In conformance with State law and the City Charter, the tentative budget must be adopted prior to the third Monday in July. The adoption of the tentative budget will set the maximum limit of expenditures for fiscal year 2012-2013. The total budget may be reduced prior to final adoption, but cannot be increased.

**DISCUSSION:**

The combined operating and capital budget for fiscal year 2012-2013, as adjusted, totals \$159,557,020. Total revenues anticipated for fiscal year 2012-2013 are \$131,591,050, including property taxes and bond proceeds. Fund balances will be utilized for one-time expenditures, carryover requests and capital projects.

Supplemental requests included in the tentative total \$2,818,710 after eliminating a supplemental for the Kronos contract awarded in the current year. The compensation package to fund a 3% salary increase for employees is included at \$1,073,170. The schedule of authorized positions is attached for review.

Carryover appropriation is used for projects or purchases that were planned for the current year but will not be completed until next fiscal year. Since appropriations lapse on June 30, this appropriation must be included in the tentative budget to ensure the spending authority is included in the maximum limit. Carryovers were adjusted from the amounts presented on April 9, 2012 by \$101,200 including Building Services Division and Risk Management Division carryovers. Carryover requests total \$14,035,900 most of which are needed to complete capital projects. This amount may decrease after

actual expenditures have been analyzed and the 2011-2012 fiscal year is closed. Additional adjustments and corrections to the budget were necessary due to various errors and omissions. The adjustments from the initial budget estimates are summarized in the following table.

Initial Budget Estimate	\$155,303,870
Adjustments	
Supplementals	2,818,710
Compensation Package 3% Increase	1,073,170
Carryover Adjustments	101,000
Attorney Contract Adjustment	30,000
IT Position Salary Correction	69,540
Advocacy Center Budget Correction	133,350
Debt Interest Correction	23,130
Cemetery Fund Appropriations	5,000
Internal charge adjustments	(750)
Tentative Budget Total	\$159,557,020

The tentative budget is presented on forms prescribed by the Auditor General. The forms include a summary of the City's tax levy and tax rate information. The total property tax rate as proposed at \$1.3310 for fiscal year 2012-2013 remains unchanged in total from the current tax rate. A summary of the tentative budget and a notice of public hearing on the budget and property tax levy will be published as required by A.R.S. 42-17103. The following list shows the timeline for all actions required for formal adoption of the City's annual budget:

<b>May 21st</b>	Adopt tentative budget
<b>June 5<sup>th</sup></b>	1 <sup>st</sup> publication of tentative budget
<b>June 12<sup>th</sup></b>	2 <sup>nd</sup> publication of tentative budget
<b>June 18<sup>th</sup></b>	Hold public hearing on budget and property tax levy. Convene special meeting adopt final budget.
<b>July 5<sup>th</sup></b>	Adopt property tax levy

#### **RECOMMENDATION:**

Staff recommends that Council adopt a resolution setting forth the fiscal year 2012-2013 tentative budget in the amount of \$159,557,020 and authorize staff to proceed with the required publication process.

#### **ATTACHMENTS:**

Click to download

 [Resolution 3043-512](#)

 [Schedule of Positions](#)

## **RESOLUTION NO. 3043-512**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE CITY OF AVONDALE FOR FISCAL YEAR 2012-2013.

**WHEREAS**, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the "City Council") is required to adopt a budget; and

**WHEREAS**, in accordance with ARIZ. REV. STAT. § 42-17102, the City Manager has prepared and filed with the City Council the City Manager's Budget estimates for the fiscal year beginning July 1, 2012 and ending June 30, 2013; and

**WHEREAS**, the qualified electors of the City of Avondale (the "City") did, on November 3, 2009, approve the Home Rule Option for expenditure limitations pursuant to the Arizona Constitution Article IX, Section 20; and

**WHEREAS**, the Home Rule Option requires that an expenditure limitation must be established each year as part of the annual budget.

**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 statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City's official tentative budget for the fiscal year beginning July 1, 2012 and ending June 30, 2013, including the establishment of the expenditure limitation for such fiscal year in the amount of \$159,557,020.

SECTION 3. Upon approval of the City Council, the City Manager or designee shall publish in the official City newspaper once per week for two consecutive weeks (i) the official tentative budget and (ii) a notice of the public hearing of the City Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical address of the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall and the website where the tentative budget may be found. If a truth in taxation notice is required under ARIZ. REV. STAT. § 45-17107, it may be combined with such hearing notice.

SECTION 4. The City Manager or designee shall, not later than seven business days following consideration of this Resolution by the City Council, make available at the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall a complete copy of the tentative budget, and shall post the tentative budget on the City's website.

SECTION 5. 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 Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, May 21, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3043-512

[Statements and Schedules]

See following pages.

CITY OF AVONDALE

Summary Schedule of Estimated Revenues and Expenditures/Expenses

Fiscal Year 2013

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2012	ACTUAL EXPENDITURES/EXPENSES** 2012	FUND BALANCE/NET ASSETS*** July 1, 2012	PROPERTY TAX REVENUES 2013	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2013	OTHER FINANCING 2013	INTERFUND TRANSFERS 2013	TOTAL FINANCIAL RESOURCES AVAILABLE 2013	BUDGETED EXPENDITURES/EXPENSES 2013
						SOURCES: <USES>:	IN: <OUT>:		
1. General Fund	41,313,240	37,192,348	29,977,133	Primary: 2,328,590	44,517,350		11,031,080	76,823,073	43,068,270
2. Special Revenue	20,077,000	13,772,274	8,595,205		25,149,530		346,980	34,091,715	19,361,420
3. Debt Service Funds Available	12,854,200	12,856,200	12,194,875	Secondary: 2,267,260	1,312,530		8,805,950	24,580,615	12,669,590
4. Less: Designation for Future Debt Service									
5. Total Debt Service Funds	12,854,200	12,856,200	12,194,875	2,267,260	1,312,530		8,805,950	24,580,615	12,669,590
6. Capital Projects	46,219,290	9,299,281	14,796,616		2,153,240	25,000,000	9,829,770	51,779,626	39,113,900
7. Permanent Funds									
8. Enterprise Funds Available	38,555,280	22,890,243	60,729,715		24,999,580		3,491,570	89,220,865	41,159,750
9. Less: Designation for Future Debt Service									
10. Total Enterprise Funds	38,555,280	22,890,243	60,729,715	-	24,999,580		3,491,570	89,220,865	41,159,750
11. Internal Service	4,135,800	2,966,127	2,691,891		3,862,970		16,030	6,554,861	4,184,090
<b>Total All Funds</b>	<b>\$ 163,154,810</b>	<b>\$ 98,976,473</b>	<b>\$ 128,985,435</b>	<b>\$ 4,595,850</b>	<b>\$ 101,995,200</b>	<b>\$ 25,000,000</b>	<b>\$ 22,474,270</b>	<b>\$ 283,050,755</b>	<b>\$ 159,557,020</b>

EXPENDITURE LIMITATION COMPARISON

2012 2013

1. Budgeted expenditures/expenses	\$ 163,154,810	\$ 159,557,020
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	163,154,810	159,557,020
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 163,154,810	\$ 159,557,020
6. EEC or voter-approved alternative expenditures limitation	\$ 163,154,810	\$ 159,557,020

\*Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

\*\*Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**City of Avondale**  
**Summary of Tax Levy and Tax Rate Information**  
**Fiscal Year 2013**

	<u>2011-12</u> <u>Fiscal Year</u>	<u>2012-13</u> <u>Fiscal Year</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,328,658</u>	\$ <u>2,397,576</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>2,328,650</u>	\$ <u>2,328,590</u>
B. Secondary property taxes	<u>3,018,020</u>	<u>2,267,260</u>
C. Total property tax levy amounts	\$ <u>5,346,670</u>	\$ <u>4,595,850</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) 2011-12 year's levy	\$ <u>2,173,469</u>	
(2) Prior years' levies	<u>0</u>	
(3) Total primary property taxes	\$ <u>2,173,469</u>	
B. Secondary property taxes		
(1) 2011-12 year's levy	\$ <u>3,003,192</u>	
(2) Prior years' levies	<u>                    </u>	
(3) Total secondary property taxes	\$ <u>3,003,192</u>	
C. Total property taxes collected	\$ <u>5,176,661</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.581</u>	<u>0.6751</u>
(2) Secondary property tax rate	<u>0.7500</u>	<u>0.6559</u>
(3) Total city/town tax rate	<u>1.3310</u>	<u>1.3310</u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating \_\_\_\_\_ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2012-13**

SOURCE OF REVENUES	Estimated Revenues 2012	Actual Revenues* 2012	Estimated Revenues 2013
<b>General Fund</b>			
<b>Taxes</b>			
Local Sales Taxes	19,577,510	21,595,180	22,506,930
Franchise Taxes	1,082,610	1,106,389	1,106,390
Audit Assessments	296,710	316,577	316,590
In-Lieu Taxes	19,750	32,278	32,280
Prior Year Taxes	38,170	48,128	25,030
<b>Intergovernmental Revenues</b>			
State Urban Revenue Sharing	6,043,560	6,434,808	7,786,840
City's Share of St. Sales Tax	5,363,870	5,796,929	6,375,040
Auto Lieu Tax	2,570,180	2,378,072	2,527,400
IGAs Other Cities & Towns	208,490	255,390	122,200
State Grants	68,160	69,244	68,160
<b>Licenses and Permits</b>			
Building & Develop Permits	212,460	296,676	296,680
Licenses	260,870	290,806	296,520
Other Permits	38,310	36,245	36,250
Development Charges for Service	5,490	6,750	6,750
<b>Charges for Services</b>			
Recreation Charges for Service	1,096,150	357,692	357,710
Internal Charges for Service	400,000	312,000	300,000
Other Charges for Service	428,390	211,840	210,040
Development Charges for Service	182,480	169,683	169,680
<b>Fines, Forfeitures and Penalties</b>			
Fines & Forfeitures	1,135,970	1,144,063	1,157,740
Other Fines	49,260	62,977	36,600
<b>Investment Income</b>			
Interest	24,610	363,033	363,030
Other Revenue	305,920	614,493	357,490
Donations	52,000	49,022	62,000
<b>Total General Fund</b>	<b>\$39,460,920</b>	<b>\$41,948,275</b>	<b>\$44,517,350</b>
<b>Special Revenue</b>			
<b>Highway User Revenue Fund</b>			
Highway User Fees (Gas Tax)	4,206,150	3,715,216	3,844,240
Other Revenue	140	420	420
Interest	3,140	0	0
<b>Social Service</b>			
Senior Nutrition	270,920	254,124	218,050

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2012-13**

SOURCE OF REVENUES	Estimated Revenues 2012	Actual Revenues* 2012	Estimated Revenues 2013
<b>Social Service</b>			
Community Action Program	178,310	143,699	153,700
<b>CDBG</b>			
Federal Grants	742,460	0	695,820
<b>Other Grants</b>			
Home Grant	431,180	0	319,910
<b>0.5% Dedicated Sales Tax</b>			
0.5% Dedicated Sales Tax	5,229,610	5,571,235	5,761,220
<b>Public Safety Dedicated Sales Tax</b>			
Public Safety Dedicated Sales Tax	5,229,880	5,571,505	5,761,490
<b>Regional Family Advocacy</b>			
Regional Family Advocacy	547,800	463,396	547,850
<b>R.I.C.O. All Agencies</b>			
Co. R.I.C.O. w/Maricopa Atty	0	9,151	0
<b>NPDES Environmental Fund</b>			
NPDES Environmental Fund	0	120,000	230,000
<b>ARRA Fund</b>			
Edward Byrne Memorial JAG	0	112,863	0
Police - COPS Hiring ARRA	382,260	269,007	0
<b>Transit Fund</b>			
Federal Grants	1,025,000	0	500,000
Local Transp. Assist.(Lottery)	0	0	223,690
IGAs Other Cities & Towns	186,270	178,179	150,000
Interest	2,410	2,410	2,410
<b>Other Grants</b>			
Non-Departmental	5,000,000	0	5,000,000
NSP Home Buyer Assistance Grant	110,390	0	1,302,600
ADOH	0	0	218,700
Fines & Forfeitures	103,920	93,240	95,110
Voca Crime Victim Advocate	50,500	35,355	48,000
Edward Byrne Memorial JAG	0	57,705	34,470
GOHS - DUI Task Force	0	16,638	18,900
Police--Bullet Proof Vests	0	9,254	9,250
APS Bill Assistance Grant	0	7,150	7,150
Victims' Activities - Privately Funded	0	682	680
Interest	270	270	270

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2012-13**

SOURCE OF REVENUES	Estimated Revenues 2012	Actual Revenues* 2012	Estimated Revenues 2013
<b>Other Grants</b>			
First Things First	0	81,464	0
Emergency Food & Shelter Program	0	32,000	0
NSP3	1,146,790	0	0
2007 UASI GRANTS	0	2,167	0
Police - Victims' Rights Program	0	10,600	0
Traffic Engineering	0	62,258	0
Tohono O-Odham Monument Hill Grant	0	2,999	0
<b>Volunteer Fireman's Pension</b>			
Volunteer Fireman's Pension	300	0	300
<b>Cemetery Maintenance</b>			
Cemetery Maintenance Fund	0	0	5,300
<b>Total Special Revenue</b>	<b>\$24,847,700</b>	<b>\$16,822,987</b>	<b>\$25,149,530</b>
<b>Debt Service</b>			
General Obligation Bonds	655,000	804,400	783,340
Park Issue	489,580	502,083	527,080
0.5% Dedicated Sales Tax	2,500	2,000	2,000
Dysart Road M.D.C.	200	100	100
Hwy User's Bonds '85/91/98	150	15	10
<b>Total Debt Service</b>	<b>\$1,147,430</b>	<b>\$1,308,598</b>	<b>\$1,312,530</b>
<b>Capital Projects</b>			
<b>Street Construction</b>			
Federal Grants	0	0	1,314,000
One-Time Cost Sharing	240,000	0	240,000
Development Fees	187,500	247,338	185,700
Interest	10,000	11,570	20,900
IGAs Other Cities & Towns	514,500	0	0
<b>Police Development</b>			
Development Fees	34,400	67,384	32,600
Interest	1,300	1,300	1,700
<b>Parkland</b>			
Development Fees	125,050	38,210	117,800
Interest	4,800	4,800	3,700
<b>Library Development</b>			
Development Fees	17,300	5,508	34,500

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2012-13**

SOURCE OF REVENUES	Estimated Revenues 2012	Actual Revenues* 2012	Estimated Revenues 2013
<b>Other Capital</b>			
Federal Grants	2,400,000	0	0
Landscaping Landfill Remediation	0	23,531	0
<b>General Government Development</b>			
Development Fees	92,900	82,651	90,500
Interest	17,600	2,200	10,600
<b>Fire Dept. Development</b>			
Development Fees	99,600	82,381	94,300
Interest	0	0	130
<b>Vehicle Replacement</b>			
Interest	7,200	6,200	6,200
Sale of Assets	0	1,687	0
<b>Technology Replacement Fund</b>			
Interest	1,200	350	610
Sale of Assets	0	1,241	0
<b>Total Capital Projects</b>	<b>\$3,753,350</b>	<b>\$576,351</b>	<b>\$2,153,240</b>
<b>Enterprise</b>			
<b>Water Fund</b>			
Water Sales	11,266,050	11,002,454	11,122,500
Development Fees	778,520	273,956	525,100
Other Revenue	52,030	455,444	280,330
Interest	79,490	69,145	105,940
Meter Fees	13,190	15,984	15,990
Fines & Forfeitures	5,290	4,500	4,590
Other Charges for Service	0	39,600	0
<b>Wastewater Fund</b>			
Sewer Fees	7,435,100	6,854,605	7,280,110
Development Fees	808,000	214,243	549,300
Interest	5,920	59,745	76,940
<b>Sanitation Fund</b>			
Refuse Collection	4,904,600	4,680,428	4,828,040
Sewer Fees	167,440	183,406	183,770
Other Permits	9,510	13,000	13,000
Other Revenue	6,280	8,154	8,150
Interest	6,500	5,820	5,820
Development Fees	19,660	5,482	0
<b>Total Enterprise</b>	<b>\$25,557,580</b>	<b>\$23,885,966</b>	<b>\$24,999,580</b>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2012-13**

SOURCE OF REVENUES	Estimated Revenues 2012	Actual Revenues* 2012	Estimated Revenues 2013
<b>Internal Service</b>			
<b>Printer - Copier Service</b>			
Internal Charges for Service	196,010	190,460	190,460
Interest	350	350	350
<b>Risk Management</b>			
Internal Charges for Service	1,425,340	1,371,969	1,317,750
Other Revenue	0	22,684	22,680
Interest	2,200	2,200	2,200
<b>Fleet Services Management</b>			
Internal Charges for Service	1,992,800	2,396,595	2,326,990
Other Revenue	0	2,543	2,540
<b>Total Internal Service</b>	<b>\$3,616,700</b>	<b>\$3,986,801</b>	<b>\$3,862,970</b>
<b>Total All Funds</b>	<b>\$98,383,680</b>	<b>\$88,528,978</b>	<b>\$101,995,200</b>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget, plus estimated revenues for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2013**

FUND	Other Financing 2013		Interfund Transfers 2013	
	Sources	<Uses>	In	Out
<b>General Fund</b>				
General Fund	0		0	11,031,080
<b>Total General Fund</b>	<b>\$0</b>		<b>\$0</b>	<b>\$11,031,080</b>
<b>Special Revenue</b>				
0.5% Dedicated Sales Tax	0		0	5,620,400
Public Arts Fund	0		25,000	
Public Safety Dedicated Sales Tax	0		0	256,450
Regional Family Advocacy	0		250,780	19,350
Voca Crime Victim Advocate	0		11,000	
Transit Fund	0		0	830
Other Grants	0		25,000	
Home Grant	0		35,200	
Community Action Program	0		0	2,490
Senior Nutrition	0		0	4,270
Highway User Revenue Fund	0		0	787,750
CDBG	0		0	242,250
<b>Total Special Revenue</b>	<b>\$0</b>		<b>\$346,980</b>	<b>\$6,933,790</b>
<b>Debt Service</b>				
0.5% Dedicated Sales Tax	0		5,272,200	
Dysart Road M.D.C.	0		195,000	
Park Issue	0		2,923,750	
Hwy User's Bonds '85/91/98	0		415,000	
<b>Total Debt Service</b>	<b>\$0</b>		<b>\$8,805,950</b>	
<b>Capital Projects</b>				
Transit Capital Projects	0		2,000,000	
Library Development	0		200,000	208,400
Street Construction	0		3,241,420	
Police Development	0		0	117,100
Improvement Districts	25,000,000		0	
Equipment Replacement Fund	0		659,530	
Vehicle Replacement	0		1,608,820	
Fire Dept. Development	0		2,120,000	93,400
General Government Development	0		0	732,900
<b>Total Capital Projects</b>	<b>\$25,000,000</b>		<b>\$9,829,770</b>	<b>\$1,151,800</b>
<b>Enterprise</b>				
Sanitation	0		0	862,140
Sanitation Equipment Replacement	0		662,140	
Sewer Equipment Replacement	0		199,970	
Sanitation Development	0		200,000	
Water Development	0		1,950,000	

**CITY OF AVONDALE**  
**Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2013**

FUND	Other Financing 2013		Interfund Transfers 2013	
	Sources	<Uses>	In	Out
Sewer Development	0		150,000	
Sewer Operations	0		0	199,970
Water Operations	0		0	2,279,460
Water Equipment Replacement	0		329,460	
<b>Total Enterprise</b>	<b>\$0</b>		<b>\$3,491,570</b>	<b>\$3,341,570</b>
<b>Internal Service</b>				
Fleet Services Fund	0		0	14,290
Risk Management Fund	0		0	1,740
<b>Total Internal Service</b>	<b>\$0</b>		<b>\$0</b>	<b>\$16,030</b>
<b>Total All Funds</b>	<b>\$25,000,000</b>		<b>\$22,474,270</b>	<b>\$22,474,270</b>

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses Within Each Fund Type**  
**Fiscal Year 2013**

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2012	Expenditure/ Expense Adjustments Approved 2012	Actual Expenditures/ Expenses* 2012	Budgeted Expenditures/ Expenses 2013
<b>General Fund</b>				
General Government	9,907,630	110,471	10,118,033	10,450,090
Public Safety	18,380,840	(71,536)	18,580,289	19,225,240
Health and Welfare	1,547,440	60,600	1,308,097	1,596,820
Economic and Community Development	3,932,060	(5,522)	3,520,653	3,986,170
Culture and Recreation	4,171,490	(63,648)	3,356,435	3,859,950
Contingency	3,000,000	(212,817)	0	3,521,720
Debt Principal	366,910	-	301,971	320,380
Interest on Debt	0	-	0	46,030
Capital Outlay	6,870	182,452	6,870	61,870
<b>Total General Fund</b>	<b>\$41,313,240</b>	<b>\$0</b>	<b>\$37,192,348</b>	<b>\$43,068,270</b>
<b>Special Revenue</b>				
Special Revenue	19,827,000	-	13,772,274	19,111,420
Contingency	250,000	-	0	250,000
<b>Total Special Revenue</b>	<b>\$20,077,000</b>	<b>\$0</b>	<b>\$13,772,274</b>	<b>\$19,361,420</b>
<b>Debt Service</b>				
Debt Service	12,854,200	-	12,856,200	12,669,590
<b>Total Debt Service</b>	<b>\$12,854,200</b>	<b>\$0</b>	<b>\$12,856,200</b>	<b>\$12,669,590</b>
<b>Capital Projects</b>				
Capital Projects	46,219,290	-	9,299,281	39,113,900
<b>Total Capital Projects</b>	<b>\$46,219,290</b>	<b>\$0</b>	<b>\$9,299,281</b>	<b>\$39,113,900</b>
<b>Enterprise</b>				
Sanitation	3,700,780	-	3,396,529	3,660,980
Sanitation Equipment Replacement	685,500	-	3,400	1,376,550
Sewer Operations	7,067,490	-	6,881,033	7,339,620
Sewer Development	4,550,000	-	273,373	5,630,000
Sewer Equipment Replacement	48,100	-	61,400	102,600
Water Operations	9,861,690	-	7,953,701	10,023,070
Water Development	10,270,800	-	4,210,633	10,650,000
Water Equipment Replacement	120,920	-	59,520	126,930
Contingency	2,250,000	-	50,654	2,250,000
<b>Total Enterprise</b>	<b>\$38,555,280</b>	<b>\$0</b>	<b>\$22,890,243</b>	<b>\$41,159,750</b>
<b>Internal Service</b>				
Fleet Services Fund	2,146,150	-	2,117,904	2,313,670
Printer - Copier Service Fund	307,000	-	228,844	187,000
Risk Management Fund	1,432,650	-	619,379	1,433,420
Contingency	250,000	-	0	250,000
<b>Total Internal Service</b>	<b>\$4,135,800</b>	<b>\$0</b>	<b>\$2,966,127</b>	<b>\$4,184,090</b>
<b>Total All Funds</b>	<b>\$163,154,810</b>	<b>\$0</b>	<b>\$98,976,473</b>	<b>\$159,557,020</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2013**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2012	Expenditure/ Expense Adjustments Approved 2012	Actual Expenditures/ Expenses* 2012	Budgeted Expenditures/ Expenses 2013
<b>City Council</b>				
General Fund	237,520	14,365	201,650	247,370
<b>Total City Council</b>	<b>\$237,520</b>	<b>\$14,365</b>	<b>\$201,650</b>	<b>\$247,370</b>
<b>City Administration</b>				
Risk Management Fund	1,682,650	-	619,379	1,683,420
General Fund	1,350,830	-	1,355,233	1,683,310
Public Arts Fund	111,050	(348)	0	135,700
Other Grants	25,000	-	0	25,000
ARRA Fund	0	373,169	314,521	0
<b>Total City Administration</b>	<b>\$3,169,530</b>	<b>\$372,821</b>	<b>\$2,289,133</b>	<b>\$3,527,430</b>
<b>Information Technology</b>				
General Fund	1,856,430	-	1,879,809	1,783,460
<b>Total Information Technology</b>	<b>\$1,856,430</b>	<b>\$0</b>	<b>\$1,879,809</b>	<b>\$1,783,460</b>
<b>Community Relations</b>				
Transit Fund	2,072,120	-	2,038,898	1,439,330
General Fund	573,970	-	551,581	840,720
<b>Total Community Relations</b>	<b>\$2,646,090</b>	<b>\$0</b>	<b>\$2,590,479</b>	<b>\$2,280,050</b>
<b>Non-Departmental</b>				
Other Grants	5,000,000	(2,120,751)	1,556	5,000,000
General Fund	4,522,360	(172,181)	1,459,306	4,396,910
Highway User Revenue Fund	250,000	-	0	250,000
Printer - Copier Service Fund	307,000	-	228,844	187,000
Cemetery Maintenance Fund	0	5,000	5,000	5,000
0.5% Dedicated Sales Tax	4,000	-	4,300	4,000
Public Arts Fund	5,990	348	0	0
Public Safety Dedicated Sales Tax	0	196	0	0
Water Operations	0	192,000	0	0
CDBG	0	96,885	0	0
Home Grant	0	20,030	0	0
<b>Total Non-Departmental</b>	<b>\$10,089,350</b>	<b>(\$1,978,473)</b>	<b>\$1,699,006</b>	<b>\$9,842,910</b>
<b>Finance &amp; Budget</b>				
General Fund	1,405,720	-	1,327,016	1,578,680
<b>Total Finance &amp; Budget</b>	<b>\$1,405,720</b>	<b>\$0</b>	<b>\$1,327,016</b>	<b>\$1,578,680</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2013**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2012	Expenditure/ Expense Adjustments Approved 2012	Actual Expenditures/ Expenses* 2012	Budgeted Expenditures/ Expenses 2013
<b>Human Resources</b>				
General Fund	921,880	90,227	1,149,627	993,690
<b>Total Human Resources</b>	<b>\$921,880</b>	<b>\$90,227</b>	<b>\$1,149,627</b>	<b>\$993,690</b>
<b>Development Services &amp; Engineering</b>				
General Fund	2,951,550	-	2,808,598	3,031,140
Highway User Revenue Fund	2,050,970	-	1,997,253	1,941,340
NPDES Environmental Fund	0	-	0	278,280
Other Grants	0	36,226	0	0
<b>Total Development Services &amp; Engineering</b>	<b>\$5,002,520</b>	<b>\$36,226</b>	<b>\$4,805,851</b>	<b>\$5,250,760</b>
<b>City Clerk</b>				
General Fund	289,830	-	232,347	451,240
<b>Total City Clerk</b>	<b>\$289,830</b>	<b>\$0</b>	<b>\$232,347</b>	<b>\$451,240</b>
<b>Police</b>				
General Fund	12,798,210	(48,411)	12,944,595	13,590,860
Public Safety Dedicated Sales Tax	2,830,440	(146)	2,609,898	3,148,800
Regional Family Advocacy	793,600	-	650,028	756,760
Other Grants	0	149,105	100,117	75,110
Voca Crime Victim Advocate	61,500	-	52,594	59,810
ARRA Fund	336,520	112,863	384,633	0
Co. R.I.C.O. w/Maricopa Atty	0	9,151	9,500	0
<b>Total Police</b>	<b>\$16,820,270</b>	<b>\$222,562</b>	<b>\$16,751,365</b>	<b>\$17,631,340</b>
<b>City Court</b>				
General Fund	939,890	(1,068)	931,172	934,700
Public Safety Dedicated Sales Tax	230,750	(50)	228,570	213,030
Court Payments	205,930	-	48,952	210,510
<b>Total City Court</b>	<b>\$1,376,570</b>	<b>(\$1,118)</b>	<b>\$1,208,694</b>	<b>\$1,358,240</b>
<b>Fire</b>				
General Fund	5,672,180	-	5,725,244	5,723,430
Public Safety Dedicated Sales Tax	1,984,080	-	1,911,906	1,648,280
Volunteer Fireman's Pension	5,000	-	5,200	5,000
ARRA Fund	0	2,763	2,763	0
Other Grants	0	37,975	7,731	0
<b>Total Fire</b>	<b>\$7,661,260</b>	<b>\$40,738</b>	<b>\$7,652,844</b>	<b>\$7,376,710</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2013**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2012	Expenditure/ Expense Adjustments Approved 2012	Actual Expenditures/ Expenses* 2012	Budgeted Expenditures/ Expenses 2013
<b>Economic Development</b>				
General Fund	980,510	(5,522)	712,055	955,030
<b>Total Economic Development</b>	<b>\$980,510</b>	<b>(\$5,522)</b>	<b>\$712,055</b>	<b>\$955,030</b>
<b>Parks, Recreation &amp; Libraries</b>				
General Fund	5,397,990	61,990	4,591,649	5,259,560
Senior Nutrition	270,340	151,120	352,223	337,900
Other Grants	0	50,947	21,045	0
Library Projects	0	19,052	15,812	0
ARRA Fund	0	53,445	20,066	0
<b>Total Parks, Recreation &amp; Libraries</b>	<b>\$5,668,330</b>	<b>\$336,554</b>	<b>\$5,000,795</b>	<b>\$5,597,460</b>
<b>Neighborhood &amp; Family Services</b>				
General Fund	1,397,580	60,600	1,300,571	1,567,760
Other Grants	1,257,780	754,935	823,253	1,481,340
CDBG	542,250	(31,885)	455,206	452,620
Home Grant	466,380	279,970	340,944	348,810
Community Action Program	168,380	-	131,510	136,700
<b>Total Neighborhood &amp; Family Services</b>	<b>\$3,832,370</b>	<b>\$1,063,620</b>	<b>\$3,051,484</b>	<b>\$3,987,230</b>
<b>Public Works</b>				
Water Operations	10,861,690	(192,000)	7,953,701	11,023,070
Water Development	10,270,800	-	4,210,633	10,650,000
Sewer Operations	8,067,490	-	6,931,687	8,339,620
Sewer Development	4,550,000	-	273,373	5,630,000
Sanitation	3,950,780	-	3,396,529	3,910,980
Fleet Services Fund	2,146,150	-	2,117,904	2,313,670
Highway User Revenue Fund	1,404,920	-	1,238,795	1,408,100
Sanitation Equipment Replacement	685,500	-	3,400	1,376,550
Water Equipment Replacement	120,920	-	59,520	126,930
Sewer Equipment Replacement	48,100	-	61,400	102,600
General Fund	16,790	-	21,895	30,410
<b>Total Public Works</b>	<b>\$42,123,140</b>	<b>(\$192,000)</b>	<b>\$26,268,837</b>	<b>\$44,911,930</b>
<b>Debt Service</b>				
0.5% Dedicated Sales Tax	5,452,530	-	5,452,530	5,717,610
General Obligation Bonds	4,904,070	-	4,906,070	4,867,200
Park Issue	1,441,580	-	1,441,580	1,475,480

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY OF AVONDALE**  
**Summary by Department of Expenditures/Expenses**  
**Fiscal Year 2013**

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2012	Expenditure/ Expense Adjustments Approved 2012	Actual Expenditures/ Expenses* 2012	Budgeted Expenditures/ Expenses 2013
<b>Debt Service</b>				
Hwy User's Bonds '85/91/98	414,880	-	414,880	413,150
Dysart Road M.D.C.	641,140	-	641,140	196,150
<b>Total Debt Service</b>	<b>\$12,854,200</b>	<b>\$0</b>	<b>\$12,856,200</b>	<b>\$12,669,590</b>
<b>Capital Projects</b>				
Improvement Districts	25,000,000	-	0	25,000,000
Street Construction	13,144,520	-	6,852,307	9,151,380
Transit Capital Projects	2,400,000	-	0	2,000,000
Vehicle Replacement	570,000	-	632,257	1,252,000
Equipment Replacement Fund	1,377,770	-	944,000	801,030
Parkland	3,650,000	-	793,717	800,000
Fire Dept. Development	77,000	-	77,000	109,490
<b>Total Capital Projects</b>	<b>\$46,219,290</b>	<b>\$0</b>	<b>\$9,299,281</b>	<b>\$39,113,900</b>
<b>Total All Funds</b>	<b>\$163,154,810</b>	<b>\$0</b>	<b>\$98,976,473</b>	<b>\$159,557,020</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>City Administration</u></b>				
Assistant City Manager	2.00	2.00	2.00	2.00
City Manager	1.00	1.00	1.00	1.00
Emergency Management Officer	0.00	0.00	0.00	1.00
Executive Assistant	1.00	1.00	0.00	0.00
Senior Executive Assistant	1.00	1.00	1.00	1.00
<b>Total City Administration</b>	<b>5.00</b>	<b>5.00</b>	<b>4.00</b>	<b>5.00</b>
<b>Grants Administration</b>				
Grants Administrator	1.00	1.00	1.00	1.00
Management Technician	0.00	1.00	1.00	1.00
<b>Total Grants Administration</b>	<b>1.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Total City Administration</b>	<b>6.00</b>	<b>7.00</b>	<b>6.00</b>	<b>7.00</b>
<b><u>Information Technology</u></b>				
<b>Technology Administration</b>				
Chief Information Officer	0.00	0.00	0.00	1.00
Development Services Technician	0.00	1.00	0.00	0.00
Information Technology Director	1.00	1.00	1.00	0.00
IT Administrator Unix/Windows	1.00	1.00	0.00	0.00
IT Application Developer	1.00	2.00	0.00	0.00
IT Applications Development Manager	0.00	1.00	0.00	0.00
IT Applications Manager	1.00	0.00	0.00	0.00
IT Assistant Director	1.00	1.00	0.00	0.00
IT Desktop Technician I	1.00	1.00	0.00	0.00
IT Desktop Technician II	1.00	2.00	0.00	0.00
IT Systems Administrator	1.20	1.20	0.00	0.00
IT Systems Analyst	1.00	1.00	0.00	0.00
Network Engineer	1.00	1.00	0.00	0.00
<b>Total Technology Administration</b>	<b>10.20</b>	<b>13.20</b>	<b>1.00</b>	<b>1.00</b>
<b>IT Infrastructure &amp; Communications</b>				
IT Administrator Unix/Windows	0.00	0.00	1.00	1.00
IT Assistant Director	0.00	0.00	1.00	1.00
IT Systems Administrator	0.00	0.00	1.20	2.00
Network Engineer	0.00	0.00	1.00	1.00
<b>Total IT Infrastructure &amp; Communicati</b>	<b>0.00</b>	<b>0.00</b>	<b>4.20</b>	<b>5.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Information Technology</u></b>				
<b>IT Business Systems</b>				
IT Application & Business Analyst	0.00	0.00	1.00	1.00
IT Application Developer	0.00	0.00	2.00	2.00
IT Applications Development Manager	0.00	0.00	1.00	0.00
IT Systems Analyst	0.00	0.00	1.00	1.00
Lead Developer/IT Architect	0.00	0.00	0.00	1.00
<b>Total IT Business Systems</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>	<b>5.00</b>
<b>IT Customer Support</b>				
IT Desktop Technician I	0.00	0.00	1.00	1.00
IT Desktop Technician II	0.00	0.00	2.00	2.00
<b>Total IT Customer Support</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Total Information Technology</b>	<b>10.20</b>	<b>13.20</b>	<b>13.20</b>	<b>14.00</b>
<b><u>Community Relations</u></b>				
<b>Public Information Office</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
Assistant to the Mayor and Council	1.00	1.00	0.00	0.00
Community Relations Director	1.00	1.00	1.00	1.00
Executive Assistant to the Mayor and Council	0.00	0.00	1.00	1.00
Public Information Officer	1.00	1.00	1.00	1.00
Webmaster/Media Specialist	0.00	0.00	0.00	1.00
<b>Total Public Information Office</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>5.00</b>
<b>Intergovernmental Affairs</b>				
Intergovernmental Affairs Manager	1.00	1.00	1.00	1.00
<b>Total Intergovernmental Affairs</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Total Community Relations</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>6.00</b>
<b><u>Field Operations</u></b>				
<b>Field Operations Administration</b>				
Administrative Secretary	1.00	0.00	0.00	0.00
Field Operations Assistant Director	1.00	0.00	0.00	0.00
Field Operations Director	1.00	0.00	0.00	0.00
Fleet Services Coordinator	1.00	0.00	0.00	0.00
<b>Total Field Operations Administration</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Field Operations</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Development Services</u></b>				
<b>Planning</b>				
Development Services Representative	1.00	0.00	0.00	0.00
Planner I	1.00	0.00	0.00	0.00
Planner II	2.00	0.00	0.00	0.00
Planning Manager	1.00	0.00	0.00	0.00
Senior Planner	1.00	0.00	0.00	0.00
Zoning Specialist	1.00	0.00	0.00	0.00
<b>Total Planning</b>	<b>7.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Building Services</b>				
Building Inspector	3.00	0.00	0.00	0.00
Chief Building Official	1.00	0.00	0.00	0.00
Fire Inspector II	1.00	0.00	0.00	0.00
Plans Examiner	1.00	0.00	0.00	0.00
Senior Plans Examiner	1.00	0.00	0.00	0.00
<b>Total Building Services</b>	<b>7.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Development Services Center</b>				
Development Services Representative	1.00	0.00	0.00	0.00
Development Services Supervisor	1.00	0.00	0.00	0.00
Development Services Technician	2.00	0.00	0.00	0.00
<b>Total Development Services Center</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Engineering Plan Review</b>				
Engineering Plan Review Manager	1.00	0.00	0.00	0.00
Engineering Technician II	1.00	0.00	0.00	0.00
Plans Review Engineer	1.00	0.00	0.00	0.00
<b>Total Engineering Plan Review</b>	<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Development Svcs Administration</b>				
Administrative Secretary	1.00	0.00	0.00	0.00
Development Services Director	1.00	0.00	0.00	0.00
<b>Total Development Svcs Administratio</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Development Services</b>	<b>23.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Finance &amp; Budget</u></b>				
<b>Financial Services</b>				
Accountant	2.00	2.00	2.00	2.00
Accounting Manager	1.00	0.00	0.00	0.00
Accounting Supervisor	0.00	1.00	1.00	1.00
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
Controller	1.00	1.00	1.00	1.00
Finance & Budget Director	1.00	1.00	1.00	1.00
Privilege Tax Auditor	1.00	2.00	2.00	2.00
Revenue Collector	1.00	1.00	1.00	1.00
Senior Account Clerk	5.50	5.50	5.50	5.50
<b>Total Financial Services</b>	<b>13.50</b>	<b>14.50</b>	<b>14.50</b>	<b>14.50</b>
<b>Water Billing</b>				
Customer Service Manager	1.00	1.00	1.00	1.00
Customer Service Supervisor	1.00	1.00	1.00	1.00
Senior Account Clerk	7.00	7.00	8.00	8.00
Utility Customer Service Worker	1.00	1.00	0.00	0.00
<b>Total Water Billing</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>
<b>Budget and Research</b>				
Budget Analyst	2.00	2.00	2.00	2.00
Finance & Budget Assistant Director	1.00	1.00	1.00	1.00
Procurement Officer	1.00	1.00	1.00	1.00
<b>Total Budget and Research</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Total Finance &amp; Budget</b>	<b>27.50</b>	<b>28.50</b>	<b>28.50</b>	<b>28.50</b>
<b><u>Human Resources</u></b>				
Benefits Administrator	1.00	1.00	1.00	1.00
HR Assistant Director	1.00	1.00	1.00	1.00
Human Resources Analyst	1.00	1.00	1.00	0.00
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Technician	2.00	2.00	2.00	2.00
Senior HR Analyst	1.00	1.00	1.00	2.00
<b>Total Human Resources</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b>Total Human Resources</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Development Services &amp; Engineering</u></b>				
<b>Planning</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Development Services Representative	0.00	1.00	1.00	1.00
Planner I	0.00	1.00	1.00	1.00
Planner II	0.00	2.00	2.00	2.00
Planning Manager	0.00	1.00	1.00	1.00
Zoning Specialist	0.00	1.00	1.00	1.00
<b>Total Planning</b>	<b>0.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b>Building Services</b>				
Building Inspector	0.00	3.00	3.00	3.00
Chief Building Official	0.00	1.00	1.00	1.00
Fire Inspector II	0.00	1.00	1.00	1.00
Plans Examiner	0.00	1.00	1.00	0.00
Senior Plans Examiner	0.00	1.00	1.00	1.00
<b>Total Building Services</b>	<b>0.00</b>	<b>7.00</b>	<b>7.00</b>	<b>6.00</b>
<b>Engineering</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
City Engineer	1.00	1.00	1.00	0.00
Construction Project Manager	1.00	1.00	1.00	1.00
Development Services and Engineering Director	0.00	0.00	0.00	1.00
Engineering Inspector	3.00	2.00	1.00	1.00
Engineering Project Manager	2.00	2.00	2.00	2.00
Engineering Technician II	0.00	1.00	1.00	1.00
GIS Manager	0.00	1.00	0.00	0.00
Land Services Manager	0.00	0.00	1.00	1.00
Management Assistant	1.00	1.00	1.00	1.00
Plans Review Engineer	0.00	1.00	0.00	0.00
Senior Engineering Project Manager	1.00	1.00	1.00	1.00
<b>Total Engineering</b>	<b>10.00</b>	<b>12.00</b>	<b>10.00</b>	<b>10.00</b>
<b>Total Development Services &amp; Engineering</b>	<b>10.00</b>	<b>26.00</b>	<b>24.00</b>	<b>23.00</b>
<b><u>City Clerk</u></b>				
City Clerk	1.00	1.00	1.00	1.00
City Clerk Assistant II	1.00	1.00	2.00	2.00
Records Management Clerk	1.00	1.00	0.00	0.00
Senior Administrative Clerk	2.00	2.00	2.00	2.00
<b>Total City Clerk</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>City Clerk</u></b>				
<i>Total City Clerk</i>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b><u>Police</u></b>				
<b>Police - Administration</b>				
Administrative Assistant to the Police Chief	1.00	1.00	1.00	1.00
Assistant Police Chief	1.00	1.00	2.00	2.00
Internal Affairs Investigator	1.00	1.00	1.00	0.00
Police Chief	1.00	1.00	1.00	1.00
Police Crime Analyst	1.00	1.00	1.00	1.00
Police Sergeant	0.00	0.00	0.00	1.00
Senior Management Assistant	1.00	1.00	1.00	1.00
<b>Total Police - Administration</b>	<b>6.00</b>	<b>6.00</b>	<b>7.00</b>	<b>7.00</b>
<b>Police - Community Services</b>				
Community Service Supervisor	1.00	1.00	1.00	1.00
Senior Administrative Clerk	1.00	1.00	1.00	1.00
<b>Total Police - Community Services</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Police - Patrol Support</b>				
Animal Control Officer	2.00	2.00	2.00	2.00
Park Ranger	2.00	2.00	2.00	2.00
Police Sergeant	1.00	1.00	1.00	0.00
Police Support Services Supervisor	0.00	0.00	0.00	1.00
<b>Total Police - Patrol Support</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b>Police - Professional Standards Bureau</b>				
Background Investigator	1.00	0.00	0.00	0.00
Professional Standard Bureau Supervisor	1.00	0.00	0.00	0.00
Senior Administrative Clerk	1.00	0.00	0.00	0.00
<b>Total Police - Professional Standards B</b>	<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Police - Communications</b>				
CAD-RMS Applications Administrator	1.00	1.00	1.00	1.00
Communications Supervisor	3.00	3.00	3.00	3.00
Public Safety Dispatcher	14.00	14.00	14.00	14.00
<b>Total Police - Communications</b>	<b>18.00</b>	<b>18.00</b>	<b>18.00</b>	<b>18.00</b>
<b>Police - Records</b>				
Police Records Clerk	3.00	3.00	3.00	3.00
Police Records Supervisor	1.00	0.00	0.00	0.00
<b>Total Police - Records</b>	<b>4.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Police</u></b>				
<b>Police - Traffic</b>				
Police Traffic Program Coordinator	2.00	1.00	1.00	1.00
<b>Total Police - Traffic</b>	<b>2.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Police - COPS Hiring ARRA</b>				
Police Officer	0.00	0.00	0.00	5.00
<b>Total Police - COPS Hiring ARRA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>
<b>Police - Detention Services</b>				
Detention Officer	3.00	3.00	4.00	4.00
Detention Supervisor	2.00	2.00	2.00	2.00
<b>Total Police - Detention Services</b>	<b>5.00</b>	<b>5.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Police - Patrol</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
Police Lieutenant	3.00	3.00	3.00	3.00
Police Officer	46.00	46.00	46.00	40.00
Police Sergeant	10.00	10.00	10.00	9.00
Volunteer Coordinator	1.00	1.00	1.00	1.00
<b>Total Police - Patrol</b>	<b>61.00</b>	<b>61.00</b>	<b>61.00</b>	<b>54.00</b>
<b>Police - Investigations</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
Identification Technician	1.00	1.00	1.00	1.00
Investigations Support Officer	1.00	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00	1.00
Police Officer	11.00	12.00	12.00	12.00
Police Sergeant	4.00	4.00	4.00	4.00
Property & Evidence Custodian	2.00	2.00	2.00	2.00
<b>Total Police - Investigations</b>	<b>21.00</b>	<b>22.00</b>	<b>22.00</b>	<b>22.00</b>
<b>Police - Community Programs</b>				
Police Officer	0.00	0.00	0.00	6.00
Police Sergeant	0.00	0.00	0.00	1.00
<b>Total Police - Community Programs</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7.00</b>
<b>Police - Avondale SRO</b>				
Police Officer	1.00	1.00	0.00	0.00
<b>Total Police - Avondale SRO</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Police</u></b>				
<b>Police - Agua Fria SRO</b>				
Police Officer	1.00	1.00	1.00	1.00
<b>Total Police - Agua Fria SRO</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Police - Tolleson Union SRO</b>				
Police Officer	2.00	2.00	2.00	2.00
<b>Total Police - Tolleson Union SRO</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Police - GIITEM</b>				
Police Officer	1.00	1.00	1.00	1.00
<b>Total Police - GIITEM</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Total Police</b>	<b>132.00</b>	<b>128.00</b>	<b>129.00</b>	<b>134.00</b>
<b><u>City Court</u></b>				
<b>Court</b>				
Court Clerk I	3.00	3.00	3.00	3.00
Court Clerk II	2.00	2.00	1.00	2.00
Court Clerk III	3.00	3.00	3.00	2.00
Court Supervisor	1.00	1.00	1.00	1.00
Municipal Judge	1.00	1.00	1.00	1.00
Senior Court Clerk	0.00	0.00	1.00	1.00
<b>Total Court</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>
<b>Court Security</b>				
Court Security Officer	0.20	0.20	0.20	0.20
<b>Total Court Security</b>	<b>0.20</b>	<b>0.20</b>	<b>0.20</b>	<b>0.20</b>
<b>Total City Court</b>	<b>10.20</b>	<b>10.20</b>	<b>10.20</b>	<b>10.20</b>
<b><u>Fire</u></b>				
<b>Fire - Community Services</b>				
Emergency Management Coordinator	1.00	1.00	1.00	0.00
Fire Inspector I	1.00	1.00	1.00	1.00
Fire Inspector II	1.00	1.00	1.00	1.00
Fire Marshall	1.00	1.00	1.00	1.00
Public Education Specialist	1.00	1.00	1.00	1.00
<b>Total Fire - Community Services</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>4.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Fire</u></b>				
<b>Fire - Administration</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
Deputy Fire Chief	0.00	0.00	2.00	2.00
Fire Chief	1.00	1.00	1.00	1.00
Senior Management Assistant	0.00	0.00	1.00	1.00
<b>Total Fire - Administration</b>	<b>2.00</b>	<b>2.00</b>	<b>5.00</b>	<b>5.00</b>
<b>Fire - Professional Development</b>				
Fire Captain	0.00	0.00	0.00	2.00
Fire Division Chief/Training Officer	1.00	1.00	0.00	0.00
<b>Total Fire - Professional Development</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>2.00</b>
<b>Fire - Intervention Services</b>				
Battalion Chief	2.00	2.00	2.00	2.00
Fire Captain	9.00	10.00	10.00	9.00
Fire Engineer	8.00	8.00	8.00	8.00
Firefighter	14.00	13.00	13.00	13.00
<b>Total Fire - Intervention Services</b>	<b>33.00</b>	<b>33.00</b>	<b>33.00</b>	<b>32.00</b>
<b>Total Fire</b>	<b>41.00</b>	<b>41.00</b>	<b>43.00</b>	<b>43.00</b>
<b><u>Economic Development</u></b>				
City Center Business Development Specialist	0.00	1.00	1.00	1.00
Economic Development Analyst	1.00	1.00	1.00	1.00
Economic Development Director	0.00	1.00	1.00	1.00
<b>Total Economic Development</b>	<b>1.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Total Economic Development</b>	<b>1.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b><u>Parks, Recreation &amp; Libraries</u></b>				
<b>Building Maintenance</b>				
Building Maintenance Worker	1.00	1.00	1.00	1.00
Craftsperson	1.00	1.00	1.00	1.00
Custodian	3.00	0.00	0.00	0.00
Facilities Manager	1.00	1.00	1.00	1.00
Facilities Work Coordinator	1.00	0.00	0.00	0.00
<b>Total Building Maintenance</b>	<b>7.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Congregate Meals</b>				
Senior Administrative Clerk	0.10	0.10	0.10	0.00
<b>Total Congregate Meals</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>0.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Parks, Recreation &amp; Libraries</u></b>				
<b>Home Delivered Meals</b>				
Kitchen Assistant	0.50	0.50	0.50	0.50
Senior Administrative Clerk	0.80	0.80	0.80	0.00
<b>Total Home Delivered Meals</b>	<b>1.30</b>	<b>1.30</b>	<b>1.30</b>	<b>0.50</b>
<b>MCSO</b>				
Senior Administrative Clerk	0.10	0.10	0.10	0.00
<b>Total MCSO</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>0.00</b>
<b>PRL Administration</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
Customer Service Assistant	0.00	0.00	0.00	3.00
Customer Service Assistant	5.00	5.00	5.00	0.00
Parks, Recreation & Libraries Assistant Director	1.00	0.00	0.00	0.00
Parks, Recreation & Libraries Services Director	1.00	1.00	1.00	1.00
<b>Total PRL Administration</b>	<b>8.00</b>	<b>7.00</b>	<b>7.00</b>	<b>5.00</b>
<b>Library - Sam Garcia</b>				
Librarian	1.00	1.00	2.00	2.00
Library Administrative Services Coordinator	1.00	0.00	0.00	0.00
Library Assistant	4.00	3.00	3.50	3.50
Library Manager	1.00	0.00	0.00	0.00
Library Monitor	0.50	0.00	0.00	0.00
Library Page	0.50	1.00	1.00	1.00
<b>Total Library - Sam Garcia</b>	<b>8.00</b>	<b>5.00</b>	<b>6.50</b>	<b>6.50</b>
<b>Library - Civic Center</b>				
IT Desktop Technician II	1.00	0.00	0.00	0.00
Librarian	3.00	3.00	2.00	2.00
Library Assistant	4.00	4.00	3.50	3.50
Library Manager	1.00	1.00	0.00	0.00
Library Monitor	0.50	0.50	0.50	0.00
Library Page	1.50	1.50	1.50	2.00
Library Supervisor	1.00	1.00	0.00	0.00
<b>Total Library - Civic Center</b>	<b>12.00</b>	<b>11.00</b>	<b>7.50</b>	<b>7.50</b>
<b>Library Administration</b>				
Library Manager	0.00	0.00	1.00	1.00
Library Supervisor	0.00	0.00	1.00	1.00
<b>Total Library Administration</b>	<b>0.00</b>	<b>0.00</b>	<b>2.00</b>	<b>2.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>101 General Fund</b>				
<b><u>Parks, Recreation &amp; Libraries</u></b>				
<b>Recreation</b>				
Recreation Coordinator	3.00	3.00	3.00	3.00
Recreation Specialist	0.00	0.00	0.00	1.00
<b>Total Recreation</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>4.00</b>
<b>Total Parks, Recreation &amp; Libraries</b>	<b>39.50</b>	<b>30.50</b>	<b>30.50</b>	<b>28.50</b>
<b><u>Neighborhood &amp; Family Services</u></b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
Neighborhood & Family Services Director	1.00	1.00	1.00	1.00
Revitalization Project Manager	1.00	1.00	1.00	1.00
Youth Development Coordinator	1.00	1.00	1.00	1.00
<b>Total Neighborhood &amp; Family Services</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Social Services</b>				
Community Outreach Specialist	1.00	1.00	0.53	1.00
Community Relations Specialist	1.00	0.00	0.00	0.00
Social Services Manager	1.00	1.00	1.00	1.00
<b>Total Social Services</b>	<b>3.00</b>	<b>2.00</b>	<b>1.53</b>	<b>2.00</b>
<b>Code Enforcement</b>				
Code Compliance Manager	1.00	1.00	1.00	1.00
Code Compliance Specialist	1.00	1.00	1.00	1.00
Code Enforcement Officer	4.00	4.00	4.00	4.00
Neighborhood Preservation Tech	1.00	1.00	1.00	1.00
<b>Total Code Enforcement</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b>Total Neighborhood &amp; Family Services</b>	<b>14.00</b>	<b>13.00</b>	<b>12.53</b>	<b>13.00</b>
<b><u>Public Works</u></b>				
<b>Field Operations Administration</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Field Operations Assistant Director	0.00	1.00	1.00	1.00
Fleet Services Coordinator	0.00	1.00	1.00	1.00
Water Resources Director	0.00	0.25	0.25	0.25
<b>Total Field Operations Administration</b>	<b>0.00</b>	<b>3.25</b>	<b>3.25</b>	<b>3.25</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>3.25</b>	<b>3.25</b>	<b>3.25</b>
<b>Total General Fund</b>	<b>335.40</b>	<b>320.65</b>	<b>320.18</b>	<b>325.45</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>Special Revenue</b>				
<b>201 Highway User Revenue Fund</b>				
<b><u>Field Operations</u></b>				
<b>Streets</b>				
Equipment Operator	5.00	0.00	0.00	0.00
Maintenance Worker	3.00	0.00	0.00	0.00
Senior Equipment Operator	1.00	0.00	0.00	0.00
Street Maintenance Supervisor	1.00	0.00	0.00	0.00
<b>Total Streets</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Field Operations</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Development Services &amp; Engineering</u></b>				
<b>Engineering</b>				
Pavement Management Technician	1.00	1.00	1.00	1.00
<b>Total Engineering</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Traffic Engineering</b>				
Assistant Traffic Engineer	1.00	1.00	1.00	1.00
Signal Technician	1.00	1.00	1.00	1.00
Streetlight Technician	2.00	2.00	2.00	2.00
Traffic Operations Supervisor	1.00	1.00	1.00	1.00
Traffic Operations Technician	2.00	2.00	2.00	2.00
<b>Total Traffic Engineering</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>
<b>Total Development Services &amp; Engineering</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>
<b><u>Public Works</u></b>				
<b>Streets</b>				
Equipment Operator	0.00	5.00	5.00	5.00
Field Operations Crew Leader	0.00	1.00	1.00	1.00
Maintenance Worker	0.00	2.00	2.00	2.00
Street Maintenance Supervisor	0.00	1.00	1.00	1.00
<b>Total Streets</b>	<b>0.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>
<b>202 Senior Nutrition</b>				
<b><u>Parks, Recreation &amp; Libraries</u></b>				
<b>Congregate Meals</b>				
Cook	1.50	1.00	0.80	0.80
Senior Center Aide	0.75	0.75	0.75	0.75
<b>Total Congregate Meals</b>	<b>2.25</b>	<b>1.75</b>	<b>1.55</b>	<b>1.55</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>202 Senior Nutrition</b>				
<b><u>Parks, Recreation &amp; Libraries</u></b>				
<b>Home Delivered Meals</b>				
Cook	0.50	1.00	1.20	1.20
HDM Driver	1.00	0.50	0.50	0.50
<b>Total Home Delivered Meals</b>	<b>1.50</b>	<b>1.50</b>	<b>1.70</b>	<b>1.70</b>
<b>MCSO</b>				
Recreation Specialist	0.00	0.00	0.00	0.90
Senior Center Aide	0.25	0.25	0.25	0.25
<b>Total MCSO</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>1.15</b>
<b>Soc. Svcs - Senior Transportation</b>				
Recreation Specialist	0.00	0.00	0.00	0.10
<b>Total Soc. Svcs - Senior Transportation</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.10</b>
<b>Total Parks, Recreation &amp; Libraries</b>	<b>4.00</b>	<b>3.50</b>	<b>3.50</b>	<b>4.50</b>
<b>203 Community Action Program</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
<b>Community Action Program</b>				
Community Outreach Specialist	0.00	0.00	0.47	0.00
Social Services Coordinator	2.00	2.00	2.00	2.00
<b>Total Community Action Program</b>	<b>2.00</b>	<b>2.00</b>	<b>2.47</b>	<b>2.00</b>
<b>Total Neighborhood &amp; Family Services</b>	<b>2.00</b>	<b>2.00</b>	<b>2.47</b>	<b>2.00</b>
<b>205 Home Grant</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
CDBG Program Manager	0.00	0.07	0.00	0.00
<b>Total Neighborhood &amp; Family Services</b>	<b>0.00</b>	<b>0.07</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Neighborhood &amp; Family Services</b>	<b>0.00</b>	<b>0.07</b>	<b>0.00</b>	<b>0.00</b>
<b>209 Other Grants</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
<b>ADOH</b>				
CDBG Program Manager	0.00	0.00	0.00	0.03
<b>Total ADOH</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.03</b>
<b>NSP3</b>				
CDBG Program Manager	0.00	0.00	0.22	0.00
<b>Total NSP3</b>	<b>0.00</b>	<b>0.00</b>	<b>0.22</b>	<b>0.00</b>
<b>NSP Home Buyer Assistance Grant</b>				
CDBG Program Manager	0.30	0.00	0.10	0.19
<b>Total NSP Home Buyer Assistance Gran</b>	<b>0.30</b>	<b>0.00</b>	<b>0.10</b>	<b>0.19</b>
<b>Total Neighborhood &amp; Family Services</b>	<b>0.30</b>	<b>0.00</b>	<b>0.32</b>	<b>0.22</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>215 Transit Fund</b>				
<u><b>Community Relations</b></u>				
<b>Transit Operations</b>				
Management Assistant	1.00	1.00	1.00	1.00
<b>Total Transit Operations</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Total Community Relations</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>225 Voca Crime Victim Advocate</b>				
<u><b>Police</b></u>				
<b>Police - Victims' Rights Program</b>				
Crime Victim Advocate	1.00	1.00	1.00	1.00
<b>Total Police - Victims' Rights Program</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Total Police</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
<b>227 Court Payments</b>				
<u><b>City Court</b></u>				
<b>Court Security</b>				
Court Security Officer	0.80	0.80	0.80	0.80
<b>Total Court Security</b>	<b>0.80</b>	<b>0.80</b>	<b>0.80</b>	<b>0.80</b>
<b>Total City Court</b>	<b>0.80</b>	<b>0.80</b>	<b>0.80</b>	<b>0.80</b>
<b>229 Regional Family Advocacy</b>				
<u><b>Police</b></u>				
<b>Police - Family Advocacy Center</b>				
Administrative Assistant	0.00	1.00	1.00	1.00
Administrative Secretary	1.00	0.00	0.00	0.00
FAC Manager	1.00	1.00	1.00	1.00
Forensic Interviewer	0.00	0.00	0.00	1.00
IT Systems Administrator	0.80	0.80	0.80	0.00
<b>Total Police - Family Advocacy Center</b>	<b>2.80</b>	<b>2.80</b>	<b>2.80</b>	<b>3.00</b>
<b>Total Police</b>	<b>2.80</b>	<b>2.80</b>	<b>2.80</b>	<b>3.00</b>
<b>235 Public Safety Dedicated Sales Tax</b>				
<u><b>Police</b></u>				
<b>Police - Traffic</b>				
Police Officer	5.00	5.00	5.00	5.00
Police Sergeant	1.00	1.00	1.00	1.00
<b>Total Police - Traffic</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Police - Detention Services</b>				
Detention Officer	3.00	3.00	3.00	3.00
<b>Total Police - Detention Services</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>235 Public Safety Dedicated Sales Tax</b>				
<b><u>Police</u></b>				
<b>Police - Patrol</b>				
Community Service Officer	1.00	1.00	1.00	1.00
Police Lieutenant	2.00	2.00	2.00	2.00
Police Officer	16.00	16.00	16.00	16.00
<b>Total Police - Patrol</b>	<b>19.00</b>	<b>19.00</b>	<b>19.00</b>	<b>19.00</b>
<b>Police - Investigations</b>				
Police Officer	2.00	2.00	2.00	2.00
<b>Total Police - Investigations</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Total Police</b>	<b>30.00</b>	<b>30.00</b>	<b>30.00</b>	<b>30.00</b>
<b><u>City Court</u></b>				
<b>Court</b>				
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk I	1.00	1.00	1.00	1.00
Court Collections Specialist	1.00	0.00	0.00	0.00
<b>Total Court</b>	<b>3.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Total City Court</b>	<b>3.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b><u>Fire</u></b>				
<b>Fire - Intervention Services</b>				
Battalion Chief	1.00	1.00	1.00	1.00
Fire Captain	4.00	3.00	3.00	3.00
Fire Engineer	3.00	4.00	4.00	4.00
Firefighter	9.00	8.00	8.00	8.00
<b>Total Fire - Intervention Services</b>	<b>17.00</b>	<b>16.00</b>	<b>16.00</b>	<b>16.00</b>
<b>Total Fire</b>	<b>17.00</b>	<b>16.00</b>	<b>16.00</b>	<b>16.00</b>
<b>240 CDBG</b>				
<b><u>Neighborhood &amp; Family Services</u></b>				
CDBG Program Manager	0.70	0.93	0.68	0.78
<b>Total Neighborhood &amp; Family Services</b>	<b>0.70</b>	<b>0.93</b>	<b>0.68</b>	<b>0.78</b>
<b>Total Neighborhood &amp; Family Services</b>	<b>0.70</b>	<b>0.93</b>	<b>0.68</b>	<b>0.78</b>
<b>245 NPDES Environmental Fund</b>				
<b><u>Development Services &amp; Engineering</u></b>				
<b>NPDES Program</b>				
Environmental Program Manager	0.00	0.00	0.00	1.00
<b>Total NPDES Program</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>
<b>Total Development Services &amp; Engineering</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>247 ARRA Fund</b>				
<b><u>Police</u></b>				
<b>Police - COPS Hiring ARRA</b>				
Police Officer	6.00	5.00	5.00	0.00
<b>Total Police - COPS Hiring ARRA</b>	<b>6.00</b>	<b>5.00</b>	<b>5.00</b>	<b>0.00</b>
<b>Total Police</b>	<b>6.00</b>	<b>5.00</b>	<b>5.00</b>	<b>0.00</b>
<b>Total Special Revenue</b>	<b>86.60</b>	<b>82.10</b>	<b>82.57</b>	<b>79.30</b>
<b>Enterprise</b>				
<b>501 Water Operations</b>				
<b><u>Water Resources</u></b>				
<b>Water Distribution</b>				
Customer Service Technician	1.00	0.00	0.00	0.00
Customer Service Worker	2.00	0.00	0.00	0.00
Lead Water Resources Operator	1.00	0.00	0.00	0.00
Preventative Maintenance Technician	1.00	0.00	0.00	0.00
Senior Water Resources Operator	3.00	0.00	0.00	0.00
Water Distribution Supervisor	1.00	0.00	0.00	0.00
Water Resources Operator	6.00	0.00	0.00	0.00
<b>Total Water Distribution</b>	<b>15.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Water Administration</b>				
Senior Administrative Clerk	0.50	0.00	0.00	0.00
Water Operations Superintendent	1.00	0.00	0.00	0.00
Water Resources Assistant Director	0.50	0.00	0.00	0.00
Water Resources Director	0.50	0.00	0.00	0.00
Water Resources Project Manager	0.50	0.00	0.00	0.00
<b>Total Water Administration</b>	<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>GIS and Land Services</b>				
GIS Analyst	1.00	0.00	0.00	0.00
GIS Manager	1.00	0.00	0.00	0.00
GIS/GPS Technician II	1.00	0.00	0.00	0.00
Utility Location Specialist	1.00	0.00	0.00	0.00
<b>Total GIS and Land Services</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Water Conservation and Education Specialist	1.00	0.00	0.00	0.00
Water Resources Coordinator	1.00	0.00	0.00	0.00
Water Resources Planning Manager	1.00	0.00	0.00	0.00
<b>Total Water Resources</b>	<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>501 Water Operations</b>				
<b><u>Water Resources</u></b>				
<b>Water Quality</b>				
Cross Connection Control Specialist	1.00	0.00	0.00	0.00
Water Quality & Regulatory Compliance Manager	1.00	0.00	0.00	0.00
Water Quality Specialist	1.00	0.00	0.00	0.00
<b>Total Water Quality</b>	<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Wetlands Treatment</b>				
Senior Water Recharge & Wetlands Operator	1.00	0.00	0.00	0.00
Water Recharge & Wetlands Operator	2.00	0.00	0.00	0.00
<b>Total Wetlands Treatment</b>	<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Water Production</b>				
Senior Water Resources Mechanic	2.00	0.00	0.00	0.00
Water / Well Production Supervisor	1.00	0.00	0.00	0.00
Water Resources Mechanic	2.00	0.00	0.00	0.00
Water Treatment Operator	1.00	0.00	0.00	0.00
<b>Total Water Production</b>	<b>6.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Water Resources</b>	<b>37.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Public Works</u></b>				
<b>Water Distribution</b>				
Customer Service Technician	0.00	1.00	1.00	1.00
Customer Service Worker	0.00	2.00	0.00	0.00
Lead Water Resources Operator	0.00	1.00	1.00	1.00
Preventative Maintenance Technician	0.00	1.00	1.00	1.00
Senior Water Resources Operator	0.00	3.00	2.00	2.00
Water Distribution Supervisor	0.00	1.00	1.00	1.00
Water Operations Superintendent	0.00	0.50	0.50	0.00
Water Resources Mechanic	0.00	0.00	0.00	1.00
Water Resources Operator	0.00	6.00	7.00	6.00
Water Resources Superintendent	0.00	0.00	0.25	0.25
<b>Total Water Distribution</b>	<b>0.00</b>	<b>15.50</b>	<b>13.75</b>	<b>13.25</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>501 Water Operations</b>				
<b><u>Public Works</u></b>				
<b>Water Administration</b>				
Administrative Assistant	0.00	0.50	0.00	0.00
Executive Assistant	0.00	0.00	0.50	0.50
Senior Administrative Clerk	0.00	0.00	1.00	1.00
Utilities Reliability Manager	0.00	0.00	0.00	1.00
Water Resources Assistant Director	0.00	0.50	0.50	0.50
Water Resources Director	0.00	0.38	0.38	0.38
Water Resources Project Manager	0.00	0.50	1.00	1.00
<b>Total Water Administration</b>	<b>0.00</b>	<b>1.88</b>	<b>3.38</b>	<b>4.38</b>
<b>GIS and Land Services</b>				
GIS Analyst	0.00	1.00	1.00	0.00
GIS Manager	0.00	0.00	1.00	1.00
GIS/GPS Technician II	0.00	1.00	1.00	1.00
Utility Location Specialist	0.00	1.00	1.00	1.00
<b>Total GIS and Land Services</b>	<b>0.00</b>	<b>3.00</b>	<b>4.00</b>	<b>3.00</b>
<b>Water Resources</b>				
Water Conservation and Education Specialist	0.00	1.00	0.00	0.00
Water Resources Coordinator	0.00	1.00	0.00	0.00
Water Resources Manager	0.00	1.00	1.00	1.00
<b>Total Water Resources</b>	<b>0.00</b>	<b>3.00</b>	<b>1.00</b>	<b>1.00</b>
<b>Water Quality</b>				
Cross Connection Control Specialist	0.00	1.00	1.00	0.00
Regulatory Compliance Coordinator-Cross Connectio	0.00	0.00	0.00	1.00
Regulatory Compliance Inspector	0.00	0.00	0.00	1.00
Water Conservation and Education Specialist	0.00	0.00	1.00	1.00
Water Quality & Regulatory Compliance Manager	0.00	1.00	1.00	1.00
Water Quality Specialist	0.00	1.00	1.00	0.00
<b>Total Water Quality</b>	<b>0.00</b>	<b>3.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Wetlands Treatment</b>				
Senior Water Recharge & Wetlands Operator	0.00	1.00	1.00	1.00
Water Recharge & Wetlands Operator	0.00	2.00	2.00	2.00
<b>Total Wetlands Treatment</b>	<b>0.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>501 Water Operations</b>				
<b><u>Public Works</u></b>				
<b>Water Production</b>				
Control Systems Senior Technician	0.00	0.00	0.00	1.00
Senior Water Resources Mechanic	0.00	2.00	2.00	1.00
Water Operations Superintendent	0.00	0.50	0.50	0.00
Water Production Supervisor	0.00	0.00	0.00	1.00
Water Resources Mechanic	0.00	2.00	2.00	1.00
Water Resources Superintendent	0.00	0.00	0.25	0.25
Water Treatment Operator	0.00	1.00	1.00	1.00
Water/Well Production Supervisor	0.00	1.00	1.00	0.00
<b>Total Water Production</b>	<b>0.00</b>	<b>6.50</b>	<b>6.75</b>	<b>5.25</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>35.88</b>	<b>35.88</b>	<b>33.88</b>
<b>503 Sewer Operations</b>				
<b><u>Water Resources</u></b>				
<b>Wastewater Collection</b>				
Senior Water Resources Operator	3.00	0.00	0.00	0.00
Wastewater Collection Supervisor	1.00	0.00	0.00	0.00
Water Resources Mechanic	1.00	0.00	0.00	0.00
Water Resources Operator	2.00	0.00	0.00	0.00
Water Resources Superintendent	0.50	0.00	0.00	0.00
<b>Total Wastewater Collection</b>	<b>7.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Wastewater Administration</b>				
Senior Administrative Clerk	0.50	0.00	0.00	0.00
Water Resources Assistant Director	0.50	0.00	0.00	0.00
Water Resources Director	0.50	0.00	0.00	0.00
Water Resources Project Manager	0.50	0.00	0.00	0.00
<b>Total Wastewater Administration</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Water Reclamation Facility</b>				
Pretreatment and Laboratory Coordinator	1.00	0.00	0.00	0.00
Senior Water Resources Mechanic	1.00	0.00	0.00	0.00
Water Reclamation Supervisor	1.00	0.00	0.00	0.00
Water Resources Mechanic	2.00	0.00	0.00	0.00
Water Resources Operator	4.00	0.00	0.00	0.00
Water Resources Superintendent	0.50	0.00	0.00	0.00
<b>Total Water Reclamation Facility</b>	<b>9.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Water Resources</b>	<b>19.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>503 Sewer Operations</b>				
<b><u>Public Works</u></b>				
<b>Wastewater Collection</b>				
Operations and Service Manager - Collections	0.00	1.00	1.00	1.00
Senior Water Resources Operator	0.00	3.00	3.00	3.00
Water Resources Mechanic	0.00	1.00	1.00	1.00
Water Resources Operator	0.00	2.00	2.00	2.00
Water Resources Superintendent	0.00	0.50	0.25	0.25
<b>Total Wastewater Collection</b>	<b>0.00</b>	<b>7.50</b>	<b>7.25</b>	<b>7.25</b>
<b>Wastewater Administration</b>				
Administrative Assistant	0.00	0.50	0.00	0.00
Executive Assistant	0.00	0.00	0.50	0.50
Water Resources Assistant Director	0.00	0.50	0.50	0.50
Water Resources Director	0.00	0.37	0.37	0.37
Water Resources Project Manager	0.00	0.50	0.00	0.00
<b>Total Wastewater Administration</b>	<b>0.00</b>	<b>1.87</b>	<b>1.37</b>	<b>1.37</b>
<b>Water Reclamation Facility</b>				
Pretreatment and Laboratory Coordinator	0.00	1.00	1.00	0.00
Regulatory Compliance Coordinator-Pretreatment	0.00	0.00	0.00	1.00
Senior Water Reclamation Facility Operator	0.00	1.00	1.00	1.00
Senior Water Resource Mechanic	0.00	1.00	1.00	1.00
Senior Water Resources Mechanic	0.00	0.00	0.00	1.00
Utility Maintenance Mechanic	0.00	1.00	1.00	1.00
Wastewater Treatment Plant Operator	0.00	4.00	2.00	2.00
Water Reclamation Facility Mechanic	0.00	0.00	1.00	0.00
Water Reclamation Facility Operator	0.00	0.00	2.00	1.00
Water Reclamation Facility Operator III	0.00	0.00	0.00	3.00
Water Reclamation Facility Supervisor	0.00	0.00	1.00	1.00
Water Resources Mechanic	0.00	1.00	0.00	0.00
Water Resources Superintendent	0.00	0.50	0.25	0.25
<b>Total Water Reclamation Facility</b>	<b>0.00</b>	<b>9.50</b>	<b>10.25</b>	<b>12.25</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>18.87</b>	<b>18.87</b>	<b>20.87</b>

City of Avondale

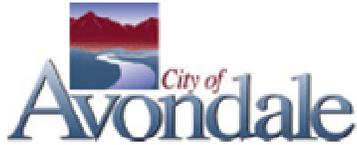
Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>520 Sanitation</b>				
<b><u>Field Operations</u></b>				
<b>Solid Waste</b>				
Equipment Operator	9.00	0.00	0.00	0.00
Senior Equipment Operator	2.00	0.00	0.00	0.00
Service Assistant	1.00	0.00	0.00	0.00
Solid Waste Supervisor	1.00	0.00	0.00	0.00
<b>Total Solid Waste</b>	<b>13.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Sanitation-Uncontained</b>				
Equipment Operator	1.00	0.00	0.00	0.00
Senior Equipment Operator	2.00	0.00	0.00	0.00
<b>Total Sanitation-Uncontained</b>	<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Recycling Education and Enforcement</b>				
Solid Waste Inspector	1.00	0.00	0.00	0.00
Solid Waste Inspector/Coordinator	1.00	0.00	0.00	0.00
<b>Total Recycling Education and Enforce</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Field Operations</b>	<b>18.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Public Works</u></b>				
<b>Solid Waste</b>				
Equipment Operator	0.00	10.00	10.00	10.00
Senior Equipment Operator	0.00	2.00	2.00	2.00
Solid Waste Supervisor	0.00	1.00	1.00	1.00
<b>Total Solid Waste</b>	<b>0.00</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>
<b>Sanitation-Uncontained</b>				
Equipment Operator	0.00	1.00	1.00	1.00
Field Operations Crew Leader	0.00	1.00	1.00	1.00
Senior Equipment Operator	0.00	1.00	1.00	1.00
<b>Total Sanitation-Uncontained</b>	<b>0.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Recycling Education and Enforcement</b>				
Solid Waste Inspector	0.00	1.00	1.00	1.00
Solid Waste Inspector/Coordinator	0.00	1.00	1.00	1.00
<b>Total Recycling Education and Enforce</b>	<b>0.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>18.00</b>	<b>18.00</b>	<b>18.00</b>
<b>Total Enterprise</b>	<b>74.00</b>	<b>72.75</b>	<b>72.75</b>	<b>72.75</b>

City of Avondale

Schedule of Authorized Positions

Position-Title	Authorized 2009-2010	Authorized 2010-2011	Authorized 2011-2012	Authorized 2012-2013
<b>Internal Service</b>				
<b>605 Risk Management Fund</b>				
<b><u>City Administration</u></b>				
<b>Risk Management Operations</b>				
Risk Management Claims Analyst	1.00	1.00	1.00	1.00
Risk Manager	1.00	1.00	1.00	1.00
<b>Total Risk Management Operations</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Total City Administration</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>606 Fleet Services Fund</b>				
<b><u>Field Operations</u></b>				
<b>Fleet Services</b>				
Automotive Equipment Mechanic	4.00	0.00	0.00	0.00
Equipment Parts Specialist	1.00	0.00	0.00	0.00
Fleet Services Supervisor	1.00	0.00	0.00	0.00
<b>Total Fleet Services</b>	<b>6.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Field Operations</b>	<b>6.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Public Works</u></b>				
<b>Fleet Services</b>				
Automotive Equipment Mechanic	0.00	4.00	4.00	4.00
Equipment Parts Specialist	0.00	1.00	1.00	1.00
Fleet Services Supervisor	0.00	1.00	1.00	1.00
<b>Total Fleet Services</b>	<b>0.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Total Public Works</b>	<b>0.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>
<b>Total Internal Service</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>
<b>Total Authorized Full-Time Equivalents</b>	<b>504.00</b>	<b>483.50</b>	<b>483.50</b>	<b>485.50</b>



# CITY COUNCIL REPORT

**SUBJECT:**  
Executive Session

**MEETING DATE:**  
May 21, 2012

**TO:** Mayor and Council  
**FROM:** Andrew McGuire, City Attorney (602) 257-7664  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(3) for discussion or consultation with attorneys for the City regarding bond financing and (ii) Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the acquisition of real property.

**ATTACHMENTS:**

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No Attachments Available